

## ONSITE SERVICE AGREEMENT

This Onsite Agreement ("**Onsite Agreement**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "**Effective Date**"), by and between CareATC, Inc., an Oklahoma corporation, ("**CareATC**") with its corporate office located 4500 S 129<sup>th</sup> Street E. Avenue, Tulsa, Oklahoma 74134 and City of Round Rock, a Texas home-rule municipality ("**Client**") with its corporate office located 221 East Main Street, Round Rock, Texas 78664 in its capacity as Plan Administrator of Client's Health Care Plan (the "**Plan**"). Together CareATC and Client may be referred to as the "**Parties**".

### RECITALS

**WHEREAS**, CareATC is in the business of providing certain onsite healthcare services through its employees and/or its designated affiliates and associations as more fully defined herein, including those covered services as described on Exhibit A, Exhibit A-1, Exhibit A-2 etc. (collectively referred to as "**Exhibit A**"), attached hereto (the "**Services**") at the Client-owned medical health center at one of the Client's facilities (the "**Onsite Center**"); and

**WHEREAS**, professional medical services provided under this Onsite Agreement shall be provided by Direct Care Medical PLLC, a New York professional limited liability company ("Direct Care"), pursuant to a separate agreement between CareATC and Direct Care; and

**WHEREAS**, Client has an employer-sponsored group health plan and would like to offer certain Plan participants eligible for Services ("**Eligible Participants**") access to Client's medical health center to obtain certain Services; and

**WHEREAS**, "Plan Administrator" is the individual(s) ("**Plan Sponsor**") that has administrative and fiduciary oversight and oversees the operation of the Plans. Under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the Health Insurance Portability and Accountability Act of 1996, as amended (with the security provisions of the Health Information Technology for Economic and Clinical Health Act ("**HITECH**") and the prohibitions on use and disclosure of genetic information under the Genetic Information Nondiscrimination Act ("**GINA**") and the regulations implementing HIPAA, HITECH, and GINA found at 45 CFR Parts 160 and 164, collectively, "**HIPAA**"), the Client is a separate entity, distinct from the Plan Sponsor and Plan. Plan Administrator determines plan design and interpretation for Client.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Term and Renewal.** The term of this Onsite Agreement (the "**Term**") shall be for five (5) years, commencing on the Effective Date above. Any change to this Onsite Agreement may only be made by amendment executed by both parties.
- 2. Performance and Location.** CareATC shall perform the Services under this Onsite Agreement at a Client's designated health center location as provided on Exhibit A. Such location may be accessed by Eligible Participants. The Onsite Center shall be staffed with the appropriate medical professionals, including but not limited to physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants, or other required medical support staff (collectively the "**Health Professionals**"). At the sole discretion of CareATC, it shall recruit and retain the required medical personnel for the provision of Services in compliance with applicable federal, state, and local law.
- 3. Payment and Fees.**
  - (a) Client shall pay CareATC, or CareATC's designee, fees set forth in Exhibit B, Exhibit B-1, Exhibit B-2 etc. (collectively referred to as "**Exhibit B**") (the "**Fees**"). CareATC shall invoice Client monthly, and Client shall remit payment to CareATC via ACH or other electronic means within thirty (30) days of receipt of invoice. When applicable, Client agrees to pay any sales, use, excise, or similar taxes applicable to the Services provided for hereunder.

(b) Client shall pay all undisputed invoiced amounts and notify CareATC in writing of any disputed amounts and reasons for such disputed amounts. CareATC will segregate such disputed amounts until the matter is resolved. Client shall have thirty (30) calendar days from the date of the invoice to dispute the charges listed on the invoice. Any undisputed fees that are not paid within the initial thirty (30) days will bear interest, the maximum amount allowable under Texas law. If an invoice amount is disputed, the parties shall mutually agree on the amount due, and the Client shall have thirty (30) days from the date of mutual agreement to resolve and submit payment for such invoice. If such payment is not made in the additional thirty (30) day period, then Client will be assessed an additional interest payment in the maximum amount allowable under Texas law.

(c) Failure to pay an invoice after ninety (90) calendar days shall constitute a material breach of this Onsite Agreement. If the invoice has not been resolved in ninety (90) days from the invoice due date, then CareATC reserves the right to refrain from providing Services to Client or terminate the Onsite Agreement pursuant to the Section 4 (Termination) of the Onsite Agreement. Should CareATC continue to provide the Services during a period Client is in breach, then such continuance of Services will not operate as a waiver of CareATC's right and ability to utilize the remedies available to CareATC under applicable laws.

(d) If Client is exempt from the payment of city, state and/or federal sales and/or use taxes, Client shall open an account with applicable vendors and supply CareATC appropriate documentation to support tax-exempt status. CareATC may place orders on behalf of Client, but only through Client's account as an agent. If the agent relationship has been completed, then the third-party vendor will bill CareATC with no tax included and CareATC shall bill Client as a pass through. If the agent relationship is not completed by Client promptly, CareATC shall (i) refrain from ordering any supplies or products on behalf of the Client to perform the Services, or (ii) Client will be required to place all orders for such supplies or products to perform the Services, or (iii) CareATC shall place the order for such supplies or products required to perform the Services on behalf of the Client, and the Client will pay all charges submitted by the third-party vendor for payment, which may include tax.

#### **4. Termination.**

(a) If Client provides CareATC notice of termination without cause during the first twelve (12) months of the Onsite Agreement, then the Client will pay CareATC: a termination fee in an amount equal to three (3) months of the Annual Fee (shown on Exhibit B); any reasonable shutdown fees incurred solely due to such termination (including but not limited to fees related to any build out/construction paid by CareATC at the Onsite Center (if any), and administrative closing expenses).

(b) After the first twelve (12) months, either Party may terminate the Onsite Agreement without cause by providing ninety (90) days written notice to the other Party. Upon such termination notice from the Client, Client shall pay CareATC: any reasonable shutdown fees incurred solely due to such termination (including but not limited to fees related to any build out/construction paid by CareATC at the Onsite Center (if any), and administrative closing expenses).

(c) Either party may terminate this Onsite Agreement upon thirty (30) days written notice to the other party in the event of an alleged breach of this Onsite Agreement. If the alleged breach remains uncured following such written notice identifying the alleged breach within the thirty (30) days, then the Onsite Agreement shall be terminated. The breaching party shall be liable for all direct costs, fees, expenses, and damages and/or other amounts (including, but not limited to, reasonable attorneys' fees) as a result of the breach. In the event this Onsite Agreement is terminated due to a party's breach, the other party shall have no continuing obligations or liabilities under this Onsite Agreement except as expressly provided under this Onsite Agreement. Notwithstanding the foregoing, in the event this Onsite Agreement is terminated by reason of Client's breach, Client shall remain liable for all fees due up to the date of the breach and all termination fees as set forth in Section 4(b).

(d) At the expiration or termination of this Onsite Agreement, neither Client nor any third-party shall have access to, or use of, any CareATC personnel, electronic medical record system, reporting or CareATC's network except as may be expressly approved in writing by CareATC with the applicable fee for such requirements beyond such termination date.

(e) Termination of this Onsite Agreement shall not affect Client's obligation to pay any proper Fees and costs (as set forth in Exhibit B) incurred prior to such termination event.

(f) Notwithstanding the above, either party may terminate this Onsite Agreement immediately, upon written notice to the other Party, if (i) the other files a voluntary petition in bankruptcy, (ii) the other is adjudged bankrupt, (iii) a court assumes jurisdiction of the assets of the other under a federal reorganization act, (iv) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other, (v) the other becomes insolvent or suspends its business

(g) Notwithstanding the above, CareATC acknowledges and agrees that pursuant to the applicable state law, this Onsite Agreement is subject to an annual appropriation dependency requirement to the effect that continuation of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of this Onsite Agreement. If Client fails to appropriate sufficient monies to provide for payments under this Onsite Agreement, then this Onsite Agreement shall terminate on the last day of the fiscal year for which funds were appropriated. In such case any termination fees or reasonable shutdown fees shall be due as dictated by the provisions of Section 4(a) or 4(b), as applicable.

5. **Temporary Onsite Center Shutdown; Holidays.** The term "Temporary Shutdown" shall include: (i) a furlough (of any nature) imposed by Client; (ii) maintenance of the Client's business location that prohibits reasonable access; (iii) an unforeseen conflict at the Onsite Center not caused by CareATC or its personnel prohibiting reasonable access; or (iv) any other closure of the Onsite Center or Client's business location for reasons outside CareATC's control. Client shall compensate the Onsite Center personnel, pursuant to Exhibit B, any amounts that would have been owed but for the closure of the Onsite Center for any Temporary Shutdown. The fixed monthly fees in Exhibit B shall be paid even if the Onsite Center is inaccessible due to temporary shutdowns and Client recognized holidays.

6. **CareATC's Staff and Back-Fill.**

(a) CareATC is solely responsible for the hiring, training, performance management and termination of all CareATC employees at the Onsite Center. Client may provide CareATC written feedback regarding a CareATC employee performance issue. Upon such feedback, CareATC shall conduct an investigation of the applicable facts and circumstances.

(b) Reserved.

(c) If, at any time during the term of this Onsite Agreement, CareATC is required to provide replacement personnel (the "**Back-Fill Personnel**") at the Onsite Center, whether due to scheduled or unscheduled absences or otherwise, of any CareATC employee (which includes, but is not limited to, physicians, physician assistants, registered nurses, physical therapists, etc.) provided by CareATC at the Onsite Center, then CareATC will make its best efforts to utilize the personnel already assigned to that Onsite Center to provide such Back-Fill Personnel due to such scheduled or unscheduled absence. However, if CareATC cannot provide such Back-Fill Personnel equal to the position required from the already assigned Onsite Center personnel or through virtual visits, then Client shall receive a prorated reduction in Fees for the period the Onsite Center was not fully staffed.

7. **Obligations of the Parties.**

(a) **Reporting.** CareATC agrees to provide Client and/or Plan Administrator standard monthly and quarterly reporting and an annual report providing a review of program goals to date and a strategic plan for the upcoming year. Any custom reporting that is beyond the scope outlined in this Section 7 will be as a separate hourly rate as provided on Exhibit B. Any reports containing Onsite Center Eligible Participant information will be de-identified in accordance with HIPAA before being provided.

(b) **Eligibility Report.** Client, Plan Sponsor or their designee shall provide CareATC the initial eligibility report at least thirty (30) days prior to the anticipated open for business date, if a new Onsite Center, and no later than the 20<sup>th</sup>

of each month thereafter. Client shall provide ongoing updates, which shall include the participant eligibility report necessary to enable CareATC to provide Services and reporting. Plan Sponsor may delegate this task to a third-party vendor to act as the Plan Administrator as permitted by applicable law. The participant eligibility report will contain the entire eligible population with the targeted population delineated within the file. Prior to execution of this Onsite Agreement, CareATC will provide eligibility file standards to Client upon request. After execution of this Onsite Agreement, Client will cooperate with CareATC to identify specific data required to fulfill this Onsite Agreement. CareATC shall communicate the file specifications to Client, including the automated process for ongoing file transmission. Client acknowledges that CareATC cannot provide Services and reporting without eligibility files from Client meeting the specifications as provided by CareATC. The eligibility file will contain Eligible Participants' contract information including first name, last name, date of birth, email, phone, and mailing address, where feasible, for the purposes of patient outreach and activation. The Onsite Center(s) will be available to Eligible Participants designated by the Plan Administrator or Client via the eligibility report to have access to the Onsite Center(s). The Eligible Participants are not required to use the Onsite Center(s), or any Service provided by CareATC.

(c) CareATC will not offer for sale or attempt to sell any service, other than Services provided under this Onsite Agreement, to any Client employee or Eligible Participant.

(d) CareATC shall be exclusively responsible for the operation of the Onsite Centers, including, but not limited to, ensuring that the Services are provided, and the Onsite Centers (including, all employee, agents, and representatives) operate, in compliance with all applicable laws. Client shall have no control in or input on how the operations of the Onsite Centers or the provision of the Services are managed.

(e) The Plan Administrator shall communicate the existence of the Onsite Center, the hours, and locations to all Eligible Participants. Client shall permit Eligible Participants to access the Onsite Center during the workday.

(f) The Plan Administrator shall determine how the Onsite Center and the provision of Services are to be integrated with Client. The Plan Administrator is responsible for amending or drafting any plan terms or summaries, as necessary, to establish the Onsite Center as a component benefit under Client (or such other structure as may be determined by Plan Administrator) for Eligible Participants. In doing so, Client and/or Plan Administrator are responsible for following all ERISA (if ERISA is applicable) and other applicable laws.

(g) The Plan Administrator shall communicate any changes to, and/or the creation of, any benefit plans to Eligible Participants that result from the execution of this Onsite Agreement. The Plan Administrator will also communicate to CareATC any changes to and/or the creation of any benefit plans impacting the Services.

(h) Client acknowledges that CareATC has developed a set of standard Onsite Center operational policies in order to maintain AAAHC accreditation of the Onsite Center and Client agrees to support and adhere to those standard policies including maintaining weapon free, as permitted by law, and non-smoking Onsite Center.

(i) Client and/or Plan Administrator will not discriminate with regards to Onsite Center Eligible Participant status on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation or any other basis on which any applicable law, rule or regulation or prohibits discrimination.

(j) Client does not engage in the practice of medicine with CareATC and will not have any direct or indirect control over CareATC, the Onsite Center, or any employed or contracted personnel of CareATC and/or Health Professionals.

(k) Client will reasonably assist CareATC to obtain patient consent for engagement strategies and digital outreach. Client and CareATC will jointly develop marketing communication and engagement strategies.

(l) Claims Data. If applicable, Client shall provide to CareATC, at a minimum, a summary of the medical and pharmacy claims data for the eligible and targeted participants enrolled in Client's health plan(s), for the previous twelve (12) months for the purpose of calculating the Onsite Center's return on investment (ROI). CareATC shall communicate

the summary data required to use in the analysis. If the data is not provided to CareATC, the ROI will be calculated using industry assumptions and may not reflect the actual ROI experienced by Client, and any performance guarantees associated with a customized Client ROI will not be applicable to CareATC.

(m) Insurance. The Parties shall maintain the insurance coverages as provided in Exhibit D.

#### 8. HIPAA, PHI, and Privacy.

(a) CareATC is a Covered Entity, and the Health Professionals are part of CareATC's workforce for purposes of HIPAA. Both Parties agree to comply with all applicable federal and state laws governing the confidentiality, privacy, and security of health information, including but not limited to HIPAA.

(b) In the event CareATC is the sole participant in a breach of PHI held by CareATC with respect to an Onsite Center Eligible Participant, CareATC shall immediately notify Client and mitigate, to the extent practicable and at CareATC's expense, the effects of such breach. Further, CareATC shall fulfill all reporting and notification obligations required under state and federal law, in consultation and cooperation with Client, at CareATC's expense.

(c) Notwithstanding this Section 8, the provisions of that certain Business Associate Agreement executed or to be executed between the Parties shall prevail with respect to any PHI that Client provides to CareATC in CareATC's capacity as Client's business associate.

(d) CareATC, on behalf of itself and its affiliates (collectively, the "CareATC Entities") represents and warrants that the CareATC Entities will comply with all applicable laws that govern the privacy, security, confidentiality or processing of personal information, health information, dental or medical records, health care claim adjudication records, or other records generated in the course of providing or paying for health care Services, including but not limited to HIPAA (collectively, "Privacy Laws"). CareATC, on behalf of the CareATC Entities further represents and warrants that the CareATC Entities have taken or will take by the Effective Date all reasonable steps to protect the confidentiality, integrity, availability and security of its systems and data in all material respects and that it will implement and maintain a reasonable and appropriate privacy and data security program with plans, policies, procedures, and other security measures for privacy, physical and cybersecurity, backup, disaster recovery, business continuity and incident response, including reasonable and appropriate administrative, technical and physical safeguards and workforce training to protect PHI, personal information and the CareATC Entities' systems from any unauthorized access, destruction or other processing. CareATC, on behalf of the CareATC Entities, represents and warrants that it has or will have by the Effective Date, implemented and maintain written privacy and security policies and procedures, conducted a comprehensive security risk assessment and maintain all other documentation as required by the Privacy Laws.

(e) Client will have access to records pertaining to work-related injuries reimbursable by Client, to the limited extent permitted by law.

(f) Eligible Participants can be provided with or may visit CareATC's website to access CareATC's Notice of Privacy Practices at any time.

#### 9. Medical Records.

(a) During the Term of this Onsite Agreement CareATC shall serve as the custodian of medical records created while performing the Services under this Onsite Agreement. CareATC will maintain complete and accurate records of all Services performed, all employee and contractor records, all receipts and disbursements, and all other records, related to this Onsite Agreement pursuant to its retention policy or as may be required by law from the date of service or cost accrual. CareATC shall abide by all state, local, and federal requirements for such record retention during and after the Term of this Onsite Agreement. Client acknowledges that CareATC will provide copies of medical records to any third-party requestor and will be provided the appropriate executed release from the employee/patient, court order as applicable, or as provided by applicable law. The below shall control the retention and/or release and delivery of medical records or data upon termination of the Onsite Agreement and Client's written request.

(b) Upon the termination of this Onsite Agreement for any reason, Client shall execute a custodial agreement with CareATC and any new third-party medical provider ("**New Medical Provider**"), as may be applicable, to ensure all parties' are following applicable laws. CareATC shall provide Client with such custodial agreement for execution. Client shall be solely responsible for any expense related to the transfer of medical records, any retention required by law (including OSHA), any photocopies that may be requested by any party, or any records/data requested to be provided in an electronic format and/or transferred to the Client or New Medical Provider(s). The records shall include all historical medical records related to the patient population utilizing the Onsite Center.

(i) The Client shall be invoiced for any production/conversion as a separate line item as a standard Service under this Onsite Agreement, which must be paid in full prior to the release of the final set of data requested by Client or New Medical Provider(s). If historical medical records were provided to CareATC by Client or any third-party, those same historical records shall be provided to Client or New Medical Provider(s) in the same manner and condition as provided to CareATC. Upon payment by Client, the parties will make best efforts to deliver and/or transfer such records within two (2) weeks, or a mutually agreed upon date.

(ii) If CareATC is replacing an existing third-party medical provider (a "**Prior Medical Provider**") as part of a transition of service at the Onsite Center, CareATC shall become the medical record custodian as of the open for business date of the Onsite Center and all parties must execute a custodial agreement thirty (30) days prior to the Onsite Center anticipated open for business date to ensure all parties' compliance with applicable laws. Client shall provide CareATC written notice of the required format and delivery of all records created by CareATC sixty (60) days prior to the anticipated open for business date. Such delivery shall include any medical records, required data, software applications previously used, and required data conversions proposed. Any fees associated with such transfer of the above materials from the Prior Medical Provider to CareATC shall be at the Client's sole expense.

(c) Access. Client is not entitled to access any patient medical records except to the extent allowed by law. CareATC is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, CareATC may only disclose protected health information as authorized by and to the extent allowed by law. This Section 9 shall survive the termination of the Onsite Agreement.

**10. Non-Medical Records.** All files, records and reports prepared and maintained by CareATC pursuant to this Onsite Agreement shall be the property of Client. Files, records, and reports shall be turned over to Client upon request within thirty (30) days from the expiration of this Onsite Agreement. The Parties agree that files, records and reports as described in this section do not include PHI, medical records, patient records and other records as described in Section 9. Medical Records.

**11. Audit.** Upon Client providing thirty (30) days prior written notice to CareATC, Client may inspect the books, procedures, and records of CareATC (excluding financial data and Confidential Information) to monitor compliance with this Onsite Agreement. Any such audit shall be at Client's sole expense. Client shall pay all reasonable fees incurred by CareATC to complete such audit (including, but not limited to, reasonable copy charges, and any CareATC resource that may be tasked to provide requested materials for such audit). Any fees, if incurred, shall be invoiced as a separate line item on the next monthly billing statement as a standard Service provided under this Onsite Agreement.

**12. Use of Name and Logos.**

(a) Except as expressly provided in this Onsite Agreement, CareATC will, at all times, exclusively retain all right, title and interest in and to the following materials (collectively, "**Licensed Materials**"): (i) any marketing collateral supplied by CareATC hereunder; and (ii) logos, trademarks, trade names and service marks of CareATC, Inc. To the extent CareATC does not own the Licensed Materials, it has a license to use them for the purposes of providing Services under this Onsite Agreement.

(b) Except as expressly provided in this Onsite Agreement, Client will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "**Client Materials**"): (i) any marketing collateral supplied by Client hereunder; and (ii) logos, trademarks, trade names and service marks of Client. Neither CareATC nor any of its affiliates shall use Client Materials or otherwise identify the Client (or any Client affiliate) in any press release, advertising, marketing, or promotion without Client's prior written consent, which consent may be given or withheld in Client's sole discretion.

(c) During the Term of this Onsite Agreement, CareATC hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable right and license (or sublicense, as applicable) to use, market, promote and display the Licensed Materials in connection with the Services performed by CareATC hereunder. Except for those rights expressly granted herein, Client shall not grant, nor claim any right, title or interest in the Licensed Materials not mutually developed by the Parties. Similarly, except as expressly set forth herein, Client shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by Client hereunder, and Client logos, trademarks, trade names and service marks.

(d) Upon termination of this Onsite Agreement, each Party shall immediately cease using the name and logo of the other Party for any purpose. Neither Party shall adopt any trademark, service mark, insignia, or logo ("**Marks**") in combination with or similar to the other Party's Marks without prior written approval. Neither Party will challenge the validity or do anything to impair the value of the other Party's Marks. Any failure of a Party to comply with this Section 12 shall constitute a material breach of this Onsite Agreement.

### **13. Proprietary and Confidential Information.**

(a) "Proprietary Information" includes, among other information, all information relating to a party or that party's affiliates' (as applicable) business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patient lists, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding health centers, staffing models, and delivery systems that the party or the party's affiliates attempts or intends to keep confidential, but is disclosed to the other party in the course of performance of this Onsite Agreement.

(b) Each Party acknowledges that, during the Term of this Onsite Agreement, it (the "**Receiving Party**") may receive or be exposed to Proprietary Information of the other Party (the "**Disclosing Party**"). Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the Term of this Onsite Agreement and for a period of five (5) years thereafter, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any such Proprietary Information of the other Party or any affiliate of the other Party. Each Party shall take such precautions with respect to the Proprietary Information of the other Party as it normally takes with respect to its own Proprietary Information, but in no event will it exercise less than ordinary care with respect to such information. In the event of a conflict between the terms of this Onsite Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Onsite Agreement shall control.

(c) Notwithstanding anything to the contrary contained in this Section 13, in the event the Receiving Party is required to disclose any Proprietary Information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section 13.

(d) Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's Proprietary Information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the Receiving Party will promptly certify in writing to the destruction of such written Proprietary Information.

(e) Client agrees that CareATC is and will be the author and owner of intellectual property (such as patentable ideas, copyrightable materials, trade secrets, or other ideas) conceived, developed or prepared by CareATC, alone or with others, within the scope CareATC's services provided hereunder. Except as set forth below, Client will not receive any licensing or royalty rights or rights to use copy or adapt any such intellectual property. CareATC may register and hold in its own name all such intellectual property rights. No document or information, authored by CareATC or its affiliates will ever be deemed a "Work for Hire" for Client. To the extent CareATC prepares any document or information for delivery to Client in CareATC's capacity as a business associate of Client (a "**Business Associate Deliverable**"), CareATC grants to Client a worldwide, irrevocable, perpetual, royalty-free license to use and copy such Business Associate Deliverable. To the extent that any Business Associate Deliverable contains PHI or other information owned by Client, CareATC makes no claim of ownership to such information.

#### **14. Warranties.**

(a) This Onsite Agreement is solely for the provision of Services and its existence does not establish any wellness program, corporate policy, program, or policy offered or required by Client. Services are strictly limited to those provided on Exhibit A and this Onsite Agreement does not create any obligations of CareATC or Health Professionals to administer any additional services not contemplated by this Onsite Agreement unless such additional service is mutually agreed upon between the Parties and shall not commence until such additional services are resolved to an amendment and executed by both Parties.

(b) CareATC is not the "named fiduciary" or "Administrator", as such terms are defined in ERISA (or as used in similar laws governing plans) of the Onsite Center. In addition, CareATC is not responsible for Client's or Plan Administrator's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA, Federal or other taxes, and similar requirements) that govern plan operation and administration except as may be specifically provided in this Onsite Agreement.

(c) CareATC is not responsible for determining whether an individual is an Eligible Participant. CareATC shall rely on the eligibility information provided by Plan Sponsor or its designee pursuant to Section 8 (HIPAA) above in allowing access to the Onsite Center and shall confirm the status of Eligible Participants by reviewing their insurance cards or other evidence of coverage. CareATC will not accept any appeals or claims for eligibility determinations. CareATC will not be liable for any errors or omissions in eligibility information provided to it by Client or Plan Sponsor.

(d) CareATC is not a law or consulting firm and does not purport to give Client any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: Client and/or the Plan Administrator's responsibilities under this Onsite Agreement; amending any health, medical, or benefits plan offered by Client; formation of a wellness program or separate medical plan; obligations of Client and/or the Plan Administrator under local, state and federal law.

(e) CareATC, on behalf of the CareATC Entities, represents and warrants to Client and its affiliates that CareATC's performance of this Onsite Agreement and its products, software and service deliverables will not infringe upon or violate the intellectual property rights of any other rights of any third party or violate any federal, state, and municipal laws.

#### **15. Indemnification.**

(a) Each Party (the "**Indemnifying Party**") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party (the "**Indemnitee**"), its staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns, harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (i) the breach of any term or condition of this Onsite Agreement; (ii) allegations of negligent and/or willful acts or omissions of the Indemnifying Party or any of its affiliates (including, but not limited, to any medical malpractice claims against CareATC and/or any Health Professional); (iii) the violation of any law or any representations or warranties herein by the Indemnifying Party or any of its affiliates; and/or (iv) a Party's use of, access to, or involvement with the other Party's services, systems, computer hardware or software, whether in



combination with other products or services (including without limitation any and all claims that a Party's use or access or involvement infringes or impermissibly incorporates any of the intellectual property rights of a third party).

(b) Additionally, CareATC, on behalf of itself and the CareATC Entities, shall indemnify, defend and hold harmless Client, Plan Sponsor and Plan Administrator, their staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns from and against (i) any unauthorized use, disclosure or breach of PHI by CareATC, the CareATC Entities or subcontractors; (ii) failure to notify any and all parties required to receive notification of any breach of unsecured PHI; and (iii) any negligence or wrongful acts or omissions by a CareATC Entity or its agents or subcontractors, including without limitation, failure to perform its business associate's obligations under the Business Associate Agreement or HIPAA. Notwithstanding the foregoing, nothing in this Section 15 shall limit any rights of Client to additional remedies under the Business Associate Agreement or under applicable law for acts or omissions of a CareATC Entity or its agents or subcontractors.

(c) In the event CareATC or a CareATC Entity fails to fully perform its breach notification obligations as a result of a breach or suspected breach of PHI, CareATC shall reimburse Client for any and all fees and costs Client incurs to: (i) investigate any suspected or actual breach; and (ii) fulfill notification and reporting obligations under HIPAA (collectively, "**Breach Costs**"), in addition to any other remedies available under law. The Breach Costs shall include but not be limited to any fees and costs related to legal services, forensic investigations, consulting services, credit monitoring services, and call center services.

(d) The Indemnitee shall provide Indemnifying Party with prompt written notice of any claims for which it seeks indemnification. No delay in notice shall excuse the Indemnifying Party's obligations, except to the extent that the Indemnifying Party has been materially prejudiced by such delay. The Indemnifying Party shall defend the Indemnitee at Indemnifying Party's sole choice and expense, with legal counsel reasonably acceptable to the Indemnitee. If the Indemnifying Party fails to provide a timely defense, then the Indemnitee may defend with counsel of its own choosing at the expense of the Indemnifying Party. Neither the Indemnifying Party nor the Indemnitee shall enter into any settlement without the prior written consent of the other, which shall not be unreasonably withheld or delayed.

(e) The provisions of this Section 15 shall survive the termination of this Onsite Agreement.

**16. Notices.** All notices, consents, demands, and waivers described in this Onsite Agreement must be in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this Section 16.) Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid, deemed accepted upon confirmation of email (deemed accepted with confirmation of transmission), or certified or registered mail (in each case, deemed accepted upon delivery of return receipt requested, or postage prepaid).

**If to CareATC:**

4500 S. 129th E Ave  
Suite 191  
Tulsa, Oklahoma 74134  
Attn: Chief Financial Officer

**If to Client:**

City of Round Rock  
221 East Main Street  
Round Rock, TX 78664  
Attn: City Manager

**17. Independent Contractors.**

(a) It is expressly understood and agreed that CareATC and Client shall at all times during the Term of this Onsite Agreement act as independent contractors on a non-exclusive basis, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venture

partner with, the other Party; except as otherwise specifically contemplated herein, neither Party shall function as a principal or agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

(b) Further, nothing contained herein shall be construed to create a partnership, association or other affiliation between CareATC and Client. In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Onsite Agreement.

(c) Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally required or authorized withholdings or payments, to or with respect to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

**18. Non-Solicitation and Non-Recruitment.** The parties acknowledge and agree that the relationship between CareATC and its affiliate employees who work with Client in the performance of Services hereunder (each an "**Affiliated Employee**") constitute a valuable asset of CareATC. During the Term of this Onsite Agreement and for a period of one (1) year thereafter, Client shall not directly or indirectly recruit, solicit, or hire, as an employee or as an independent contractor (including as an employee of a new provider of similar services as those set forth herein), any Affiliated Employee of CareATC involved in providing Services to Client, without the prior written consent of CareATC. For the duration of this Onsite Agreement and for one year thereafter, if Client either directly or through others hires any current or former CareATC Affiliated Employee (employed or contracted by supplier during the year preceding the date of hire by Client or such other party) to perform the same or a similar function, whether as an employee or independent contractor, Client shall pay an amount equal to the annual fee for such employee's Services as set forth in this Onsite Agreement. The Parties agree this is not punitive in nature and is a reasonable sum representing recruitment and training fees of CareATC. Notwithstanding the foregoing, the Parties acknowledge and agree that this Onsite Agreement will not prohibit (a) solicitations through advertising or other publications of general circulation and employment resulting thereof, or (b) the hiring of any Affiliated Employee who contacts Client or some third party without Client or such other party having solicited such Affiliated Employee. This Section 18 shall survive the termination of this Onsite Agreement.

**19. Federal Contractor.** Client and/or its affiliates is an equal opportunity employer and federal contractor or subcontractor. Consequently, the Parties agree that, to the extent applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**20. Miscellaneous.**

(a) Amendment. This Onsite Agreement may only be amended by CareATC and Client by a writing duly executed by an appropriate officer of CareATC and Client. This requirement is not intended to preclude the Parties from making decisions regarding day-to-day operations.

(b) Assignment. Neither Party shall have the right to assign or transfer the Services under this Onsite Agreement or its rights or obligations, voluntarily or by operation of law, without first obtaining the written consent of the other Party, which may not be unreasonably withheld, and any attempted assignment or transfer of the Services, in the absence of such consent of the other Party, shall be void and of no effect. Additionally, neither party may assign this Onsite Agreement to a successor of all or substantially all of the assets or business of such

party to which this Onsite Agreement relates, whether by merger, sale of stock, sale of assets, or other similar transaction without consent of the other Party, which may not be unreasonably withheld.

(c) Captions. All section captions are for reference only and will not be considered in interpreting this Onsite Agreement.

(d) Claims. Each Party will notify the other Party promptly of receipt of any administrative, regulatory, legal or other claim or inquiry arising with respect to such Party that may impact, or otherwise relate to, this Onsite Agreement.

(e) Corporate Authority. Each party represents and warrants that it has the requisite corporate power and authority to enter into this Onsite Agreement, to engage the other in the performance set forth herein, and to perform its obligations hereunder. The execution, delivery, and performance by each party of this Onsite Agreement have been duly authorized by all requisite corporate action on the part of each party respectively.

(f) Counterparts. This Onsite Agreement may be executed in counterparts and delivered to each of the parties by facsimile, photocopy, or electronic signatures, all deemed an original instrument, but all such counterparts taken together constitute one and the same agreement.

(g) Dispute Resolution & Mediation.

(i) Dispute. If a disagreement, claim, cause of action, breach, question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Onsite Agreement ("**Dispute**"), such Dispute shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such Dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation the Dispute shall be submitted to a professional mediator in an attempt to resolve the Dispute and, if not resolved in mediation, the Party seeking relief may pursue any remedy available at law or in equity, subject to the terms of this Onsite Agreement. Notwithstanding this Section 21(g)(i), either Party may terminate this Onsite Agreement according to its terms and/or seek injunctive relief. The procedure for mediation is set forth below.

(ii) Mediation. A Party seeking resolution of a Dispute shall provide the other Party with written notice describing the Dispute and requesting mediation. Within thirty (30) calendar days after the delivery date of such notice, the respective Parties shall jointly select a duly qualified mediator to assist the Parties in resolving the Dispute on a mutually acceptable basis. Within a reasonable period of time thereafter, not to exceed forty-five (45) calendar days after selection of such mediator, the Parties shall meet with the mediator in an effort to resolve the Dispute. Mediation of the Dispute shall take place in Round Rock, Texas, or at a place mutually agreed to by the Parties. Any resolution reached by the Parties at mediation shall be reduced to writing and shall be executed by the Parties. Each Party shall pay one-half of the fee associated with such mediation.

(h) Entire Onsite Agreement. This document, and all Exhibits, including the Business Associate Agreement (Exhibit E), is intended by the Parties as the final and binding expression of their agreement applicable to this subject matter and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Onsite Agreement other than those specifically set forth herein.

(i) Force Majeure. The Parties will not have any obligations to provide, or liability for failure to provide, any good or service under this Onsite Agreement for any cause beyond the Parties' reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of the other Party or governmental entity, act of terrorism, war, vandalism or other public disruption,

destruction of records, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the Parties' reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Onsite Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable. This provision shall not relieve either Party of any obligation hereunder in the event of a pandemic or other public health emergency, unless a Party is prohibited, by a binding governmental order, from performing an obligation hereunder (e.g., for example, if health care is deemed to be an essential service in connection with a pandemic, both parties shall be required to perform hereunder).

(j) Further Actions. Each of the Parties agrees to execute and deliver such further instruments, and to do such further acts and things, as may be reasonably required or useful to carry out the intent and purpose of this Onsite Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Onsite Agreement.

(k) Governing Law. This Onsite Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of Texas, to the extent not preempted by federal law, without consideration of or giving effect to any choice of law provision or rule thereof. Any dispute regarding the Onsite Agreement shall be filed in Williamson County, State of Texas.

(l) Headings. The division of this Onsite Agreement into separate articles, sections, subsections and exhibits, and the insertion of headings or captions, are for convenience of reference only and will not affect the construction or interpretation of this Onsite Agreement.

(m) Local, State, and Federal Laws. Neither Party shall take any action in furtherance of this Onsite Agreement, which is illegal under any federal, state, county, or local rules, including without limitation, all statutes, laws, ordinances, regulations, or codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws.

(n) No Third-Party Beneficiaries. No Eligible Participant, and no other person or entity, is an intended third-party beneficiary of this Onsite Agreement.

(o) Onsite Agreement Structure. This Onsite Agreement is the result of an arm's length negotiation between the parties and each of the parties has agreed to the use of the language in this Onsite Agreement. The parties further acknowledge that any questions of doubtful or unclear interpretations are not to be resolved by any rule or interpretation against the drafters, and that each party has participated in drafting this Onsite Agreement. Accordingly, this Onsite Agreement is to be construed without regard to the Parties responsible for its drafting or preparation.

(p) Severability. If any provision of this Onsite Agreement should be invalid or unenforceable, the remainder of the Onsite Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Onsite Agreement will continue to be effective, valid, and enforceable.

(q) In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. The signatory executing this Agreement on behalf of CareATC verifies CareATC does not boycott Israel and will not boycott Israel during the term of this Onsite Agreement.

(r) In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Onsite Agreement on behalf of CareATC verifies CareATC does not have a practice,

policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Onsite Agreement against a firearm entity or firearm trade association.

(s) In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Onsite Agreement on behalf of CareATC verifies CareATC does not boycott energy companies, and it will not boycott energy companies during the term of this Onsite Agreement.

**21. Order of Precedence.** In the event of conflicts or discrepancies among this Onsite Agreement and other documents used in capturing services and fees, interpretations will be based on the following priorities: this Onsite Agreement for Onsite Center Services; the Exhibits attached to this Onsite Agreement; any PO or Change Order.

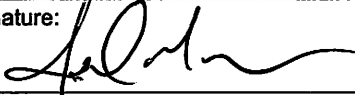
[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have agreed to this Onsite Agreement as of the Effective Date in the preamble.

**CareATC, Inc.**

**City of Round Rock**

Signature:



Signature:

Name: Jeff Mazzone

Name: Craig Morgan

Title: Chief Financial Officer

Title: Mayor

Date: 10/1/23

Date:

## Exhibit A Scope of Work

Professional medical services provided under this Onsite Agreement shall be provided by Direct Care, pursuant to a separate agreement between CareATC and Direct Care Medical PLLC. CareATC shall remain responsible to Client for arranging for such services to be provided; however, Direct Care shall be responsible for professional medical decisions regarding patient care and treatment.

### I. ONSITE CENTER SERVICES

#### 1. Onsite Center Locations.

| Onsite Center Name | Address                         | City, State, Zip        |
|--------------------|---------------------------------|-------------------------|
| Rock Care          | 901 Round Rock Ave, Suite 300-B | Round Rock, Texas 78664 |

#### 2. Services

- A. Primary Care Services: Primary care to include, but not limited to:
1. Evaluation, testing, and treatment for minor illnesses
  2. Treatment for minor injuries not work-related
  3. Annual physical and/or regular check-up
  4. Chronic illness evaluation
  5. Minor medical procedures within the Health Professionals' scope of licensure and abilities (which may vary depending on staffing at the Onsite Center) and can be performed at the Onsite Centers with available equipment
- B. Pediatric Services:
1. Eligible Participants 2 years & older (with limits regarding immunizations) for: (i) Routine Primary Care and (ii) School Physicals
- C. Pharmaceuticals: Provisions of CareATC standard pharmaceuticals to treat common illnesses, including but not limited to the list below. Pharmaceuticals will not be dispensed at the Onsite Center.
1. Infections
  2. Hypertension
  3. Hyperlipidemia
  4. Diabetes
  5. Infectious Disease (including antibiotics)
  6. Gastro esophageal/reflux disease
  7. Asthma
  8. Chronic lung disease
  9. Allergies (oral for non-life threatening)
- D. Lab Work: Necessary standard laboratory work to provide the Services.
- E. Occupational Health:
1. Physical Exams – pre-employment and annual physicals (firefighter, police & other).
  2. Drug and alcohol testing including (Non-DOT) Pre-employment, random, and reasonable suspicion.
  3. Injury triage
  4. Hearing screening
  5. Other Occupational Health Assessment activities as agreed upon the Parties
- F. Virtual Care Access. Eligible Participants will have access to providers for primary care Services 24 hours per day, 7 days per week over the telephone, Internet or any other telecommunication device or network.
- G. Quarterly Lifestyle Management Program:
1. Upon agreement of the Parties, CareATC will deliver the Lifestyle Management Program (the "Program") services. Each Program will provide lifestyle guidance to reduce patient risk of developing diabetes, heart disease or obesity; provide tools to ensure patients are meeting the required milestones to effectively manage diabetes, heart health or weight management; as well as provide education and help to improve health and wellbeing.
  2. **Location of Lifestyle Management Services**: Virtual

- 3. **Schedule:** Duration of each Program is twelve (12) weeks  
Start date of each Program to be determined by agreement between the Parties.
- 4. **Maximum Participants per Program:** 35
- 5. **Services provided include:**
  - a. Twelve (12) Weekly One-Hour Education Classes on managing diabetes, heart health or weight management (one topic per Program).
  - b. Patient check-ins that cover medication compliance, coordination of physician lab visits (up to two check-ins per enrolled participant per twelve (12) week program).

H. HealthPassport Wellness Portal. Upon agreement between the Parties Eligible Participants will have access to the HealthPassport Wellness Portal.

## II. CAREATC RECOGNIZED HOLIDAYS

|                        |                                  |   |
|------------------------|----------------------------------|---|
| New Year's Day         | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Memorial Day           | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Independence Day       | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Labor Day              | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Thanksgiving Day       | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Day after Thanksgiving | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |
| Christmas Day          | <input type="checkbox"/> Staffed | <input checked="" type="checkbox"/> Not Staffed |

## III. ELIGIBLE PARTICIPANTS

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Employees  | <input checked="" type="checkbox"/> Spouses  |
| <input checked="" type="checkbox"/> Dependents | <input checked="" type="checkbox"/> Retirees |

## IV. FEES TO PATIENTS FOR SERVICES AT ONSITE CENTER

HDHP Fee Collection. If applicable, CareATC shall collect fees directly from Eligible Participants who are participants covered under one of Client's high deductible health plans for Services other than those classified as "preventive" care, pursuant to a fee schedule for the Services provided to CareATC by Client. All such collected fees shall be offset against amounts invoiced to Client by CareATC pursuant to the fee schedule in Exhibit B to this Onsite Agreement, such offset to occur in the invoice in the month immediately following the collection of such fees; less a collection and administration fee equal to ten percent (10%), which includes amounts charged to CareATC by its payment processor in connection with such collections for such month.

## V. ELECTRONIC MEDICAL RECORDS

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> CareATC Electronic Medical Records | <input type="checkbox"/> None (Paper Records) | <input type="checkbox"/> Client Electronic Medical Records |
|--|---|--|



## VI. PERSONAL HEALTH ASSESSMENT SERVICES

### 1. Personal Health Assessment Service Location(s).

| Onsite Center Name | Address                         | City, State, Zip        |
|--------------------|---------------------------------|-------------------------|
| Rock Care          | 901 Round Rock Ave, Suite 300-B | Round Rock, Texas 78664 |

**2. Personal Health Assessments (“PHA”).** CareATC will provide Eligible Participants who participate in the Personal Health Assessment (“PHA”) program with an individual PHA report and access to electronic individual reports via the CareATC mobile app and secure Internet Client Portal. These individual PHA reports will not be available to Client and/or Plan Administrator unless the Eligible Participant completes and signs a HIPAA authorization authorizing CareATC to release the report(s) to Client and/or Plan Administrator. However, aggregated de-identified data that is HIPAA-compliant shall be provided to Client upon request.

A. Once per year for each Eligible Participant over the age of eighteen (18). Includes:

1. Blood draws and data collection by qualified and licensed Healthcare Professional
2. Standard laboratory work
3. Individual reports for each participant accessible via the CareATC mobile app and secure Internet Client Portal
4. De-identified aggregate reports to Plan Administrator.

**3. PHA Follow Up.** Follow-up for specified categories based upon risk factors indicated by lab values.

**Exhibit B**  
**Onsite Fees & Costs**

**I. ONSITE CENTER FEES**

| <b>Ongoing Administration Fee</b>   | <b>Year One</b><br>1/1/2024 –<br>12/31/2024 | <b>Year Two</b><br>1/1/2025 –<br>12/31/2025 | <b>Year Three</b><br>1/1/2026 –<br>12/31/2026 | <b>Year Four</b><br>1/1/2027 –<br>12/31/2027 | <b>Year Five</b><br>1/1/2028 –<br>12/31/2028 |                    |
|---|---|---|---|--|--|--------------------|
| <b>ONGOING LABOR FEES</b>   |   |   |   |  |  |                    |
| Nurse Practitioner<br>40 hours/week, aka, 1 FTE   | \$236,135                                   | \$236,135                                   | \$236,135                                     | \$247,942                                    | \$260,339                                    |                    |
| Collaborating Physician MD  | \$34,200                                    | \$34,200                                    | \$34,200                                      | \$35,910                                     | \$37,706                                     |                    |
| Medical Assistant<br>40 hours/week, aka, 1 FTE  | \$65,720                                    | \$65,720                                    | \$65,720                                      | \$69,006                                     | \$72,456                                     |                    |
| Medical Assistant/Health Center Manager<br>40 hours/week, aka, 1 FTE                          | \$91,437                                    | \$91,437                                    | \$91,437                                      | \$96,009                                     | \$100,809                                    |                    |
| <b>Subtotal Ongoing Labor Fees</b>  | <b>\$427,492</b>                            | <b>\$427,492</b>                            | <b>\$427,492</b>                              | <b>\$448,867</b>                             | <b>\$471,310</b>                             |                    |
| <b>OTHER ONGOING OPERATING FEES</b>   |   |   |   |  |  |                    |
| Technology Fee: Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting | \$87,757                                    | \$87,757                                    | \$87,757                                      | \$92,145                                     | \$96,752                                     |                    |
| General And Administrative  | \$108,334                                   | \$108,334                                   | \$108,334                                     | \$113,750                                    | \$119,438                                    |                    |
| Management Fee  | \$82,155                                    | \$82,155                                    | \$82,155                                      | \$86,263                                     | \$90,576                                     |                    |
| <b>Subtotal Ongoing Operating Fees</b>  | <b>\$278,246</b>                            | <b>\$278,246</b>                            | <b>\$278,246</b>                              | <b>\$292,158</b>                             | <b>\$306,766</b>                             |                    |
| <b>Total Fixed Administration Fee</b>   | <b>Annual</b>                               | <b>\$705,738</b>                            | <b>\$705,738</b>                              | <b>\$705,738</b>                             | <b>\$741,025</b>                             | <b>\$778,076</b>   |
|   | <b>Monthly</b>                              | <b>\$58,811.50</b>                          | <b>\$58,811.50</b>                            | <b>\$58,811.50</b>                           | <b>\$61,752.08</b>                           | <b>\$64,839.67</b> |
| <b>PASS-THROUGH VARIABLE COSTS</b>  |   |   |   |  |  |                    |
| Biohazard Waste Removal   | As Incurred                                 | As Incurred                                 | As Incurred                                   | As Incurred                                  | As Incurred                                  |                    |
| Personal Health Assessments (in clinic)   | As Incurred                                 | As Incurred                                 | As Incurred                                   | As Incurred                                  | As Incurred                                  |                    |
| Laboratory Services   | As Incurred                                 | As Incurred                                 | As Incurred                                   | As Incurred                                  | As Incurred                                  |                    |
| Injections and OTC medications  | As Incurred                                 | As Incurred                                 | As Incurred                                   | As Incurred                                  | As Incurred                                  |                    |
| Medical, office supplies, printing & postage, marketing materials                             | As Incurred                                 | As Incurred                                 | As Incurred                                   | As Incurred                                  | As Incurred                                  |                    |

1. **Monthly Fee.** CareATC will bill ongoing fixed monthly fees to the Client as a flat monthly fee at 1/12 of the annual rate.

A. The fixed monthly fees include:

1. All labor fees include:

- (i) Salaries wages and benefits
- (ii) CME, licensing, training, and recruiting
- (iii) Malpractice/liability insurance

B. Technology Fees including:

- 1. Software fees (subject to change based on changes to staffing model)
- 2. Patient survey
- 3. Standard quarterly stewardship reporting
- 4. Inbound Feeds, including
  - (i) Four (4) inbound data feed set-ups
  - (ii) Four (4) inbound data transfers to capture historical data
  - (iii) Monthly inbound data transfers for those four feeds
- 5. Outbound Feeds, including
  - (i) One (1) outbound data feed set-up(s)
  - (ii) Monthly outbound data transfers for those one feed(s)

**2. Management Fees**

**3. G&A Fees**

**4. Variable Costs / Fees.** All other costs will be passed through as incurred.

- A. Travel and Mileage. If required or requested, Client will pay CareATC travel and expenses incurred in the performance of Services on a pass-through basis mileage at the current applicable IRS rate. Travel and mileage expenses shall include but are not limited to: (i) gas, (ii) car rental, (iii) parking, (iv) meals, (v) tolls, (vi) airfare, (vii) baggage fees, (viii) hotel and (ix) mileage (IRS rates). CareATC will invoice Client for CareATC's actual cost without additional markup. Travel and mileage events shall include but are not limited to clinical and physician travel, onsite staff travel for training, monthly meetings, quarterly stewardship meetings, audits, and colleague performance management.
- B. CareATC assumes Client will provide Onsite Center and manage all occupancy costs. That said, any monthly occupancy costs incurred by CareATC (rent, janitorial, HVAC, security, pest control, utilities, water, etc.) shall be passed through as incurred without markup.
- C. All consumable items necessary for day-to-day clinic operation, whether requested by Client or deemed medically or operationally necessary by clinic staff, will be passed through to Client as incurred without markup.
  - 1. Passed through items include, but are not limited to medical supplies, office supplies, laboratory fees and supplies, marketing materials, shipping of specimens, break room supplies, printing, postage, parking fees, uniforms, laundry, medications (mail order, onsite, injections, over-the-counter), equipment and hardware costs (calibration, maintenance and replacement), internet network connectivity, biohazard disposal, translation services, other third-party services (such as MROs or X-ray over reads) if necessary, etc.
- D. Additional Technology Fees. Upon Client request:
  - 1. Inbound Additional Fees
    - (i) One-time \$2,000 (per request) if Client requests (i) to re-establish a feed due to Client changing providers, or (ii) additional feeds
    - (ii) Per transfer \$200 for each Client request for (i) each transmission of any additional feeds, or (ii) any feed (original or additional) received more frequently than monthly
  - 2. Outbound Additional Fees
    - (i) One-time \$5,000 (per request) if Client requests (i) to re-establish a feed due to Client changing recipient, content or format, or (ii) additional feeds
    - (ii) Per transfer \$500 for each Client request for (i) each transmission of any additional feeds, or (ii) any feed (original or additional) sent more frequently than monthly
  - 3. Ad Hoc Requests: Billed at \$250 per hour

**II. PERSONAL HEALTH ASSESSMENT ONSITE FEE**

PHAs performed in the Onsite Center for Eligible Participants shall be covered under the Administration Fee (actual labs costs to be passed through as incurred). Should Client elect to send any Eligible Participants to a LabCorp office nationwide to have a PHA conducted, Client agrees to reimburse CareATC for the LabCorp PHA administration cost.

Should Client elect to have a mass-screening event, the Parties will mutually agree in advance on estimated costs to be paid by the Client to CareATC. Such fees shall include, but are not limited to, the below:

| Ongoing Operating Costs*  | Unit Cost: Year 1<br>1/1/2024 – 12/31/2024 |
|---|--|
| Staffing for PHA event (fee per staff member per day scheduled) | \$285.00                                   |
| PHA Direct – Finger prick Option: Lab & supply cost             | \$12.65                                    |

|   |             |
|---|-------------|
| (passed through at cost)  |             |
| PHA Blood Draw Option: Lab & supply cost<br>(passed through at cost)  | \$16.25     |
| PHA Event travel<br>(hotel, airfare, rental car, mileage, transportation, per diem for meals, parking, tolls, etc.) | As Incurred |

\*Note: pricing for PHA events subject to change on an annual basis based on the details of the events scheduled that year. PHA event scope, staffing, and fees to be mutually agreed upon on an annual basis."

### III. QUARTERLY LIFESTYLE MANAGEMENT PROGRAM

|   | Total Fee per Program |
|---|-----------------------|
| Quarterly Lifestyle Management Programs<br>(Healthy Weight, Diabetes/Pre-Diabetes, Healthy Heart, Journey to Good Health, etc.) – Price listed per program (up to 4 per year and 35 participants per program) | \$6,500.00            |

A. Consumable Items Paid on a Pass-Through Basis. CareATC will invoice City for CareATC's actual cost to purchase items utilized to perform the Quarterly Lifestyle Management Program. Passthroughs shall include but are not limited to:

1. Laboratory fees, supplies, & shipping of specimens
2. Medical / Office supplies

### IV. HEALTHPASSPORT WELLNESS PORTAL

Upon agreement between the Parties to provide HealthPassport Wellness Portal services, Client agrees to pay the fees as outlined below.

| One-Time Implementation Costs                                       |         | Year 1<br>1/1/2024 – 12/31/2024 |                                 |                                 |                                 |                                 |
|---|---------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Implementation and Set Up   |         | \$5,000                         |                                 |                                 |                                 |                                 |
| Ongoing Operating Costs   |         | Year 1<br>1/1/2024 – 12/31/2024 | Year 2<br>1/1/2025 – 12/31/2025 | Year 3<br>1/1/2026 – 12/31/2026 | Year 4<br>1/1/2027 – 12/31/2027 | Year 5<br>1/1/2028 – 12/31/2028 |
| Estimated HealthPassport Technology<br>(\$2 Per Employee Per Month) |         | \$32,712                        | \$32,712                        | \$32,712                        | \$34,348                        | \$36,065                        |
| Health Incentive Management   |         | \$37,380                        | \$37,380                        | \$37,380                        | \$39,249                        | \$41,211                        |
| Total Estimated Ongoing Operating Costs                             | Annual  | \$70,092                        | \$70,092                        | \$70,092                        | \$73,597                        | \$77,276                        |
|   | Monthly | \$5,841.00                      | \$5,841.00                      | \$5,841.00                      | \$6,133.08                      | \$6,439.67                      |

\*Eligibility File: The Per Employee Per Month (PEPM) rate will be based on a monthly eligibility file provided by Client to CareATC; therefore, monthly cost will fluctuate if the employee count surpasses the minimum number of eligible employees, which equals 1,225 employees.

### V. Engagement Changes

If the Service engagement changes, then the staffing model, hours per week and fixed monthly fee shall be updated based on the engagement change and mutual agreement of the Parties and resolved to executed amendment.

**Exhibit C**  
**Minimum Criteria for Onsite Facilities**

1. The Onsite Center operated by CareATC will meet the Accreditation Association for Ambulatory Health Care (AAAHC) standards. These standards include at a minimum the following physical specifications for an Onsite Center operated by CareATC as provided below:

- A. Location on the ground floor or accessible by an elevator.
- B. Non-smoking.
- C. Weapon free, as allowable by State law, except in the case the patient is required to carry a weapon as part of their job in which case weapons will be stored in a locked storage in the exam room during the full-time patient is being treated.
- D. Occupational Safety and Health Administration (OSHA) and Medical Facilities Standards: Comply with federal regulations and state standards.
- E. Americans with Disabilities Act (ADA) compliant.
- F. Soundproofed walls, floors, ceilings.
- G. Solid doors.
- H. Privacy windows (or no windows).
- I. Floor coverings: non-porous flooring that can be disinfected and cleaned daily for all exam, lab, and working portions of the Onsite Center. Vinyl Composition Tile (VCT) tiling is recommended.
- J. Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.
- K. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.
- L. Access: Such that the Onsite Center may be locked securely and separately from the main facility.
- M. Signage: Upon obtaining any necessary permits from governmental authorities, CareATC will erect or affix and install CareATC's standard sign by the entry. Exterior Signage shall be placed by Client for the Onsite Center.
- N. The following preferred size and design minimum criteria:
  - 1. Overall Size: Approximately 2,000 square feet for Primary Care services; additional services may require larger space.
  - 2. Examination/Treatment Rooms: Each room will have two (2) electrical outlets, nearby hot and cold running water, Internet and phone cabling, and a secure locked storage cabinet reasonably approved by CareATC.
  - 3. Health Professional Office: one (1), minimum one-hundred (100) square feet.
  - 4. Reception: one-hundred forty (140) square feet. Clear protective shield installed between staff and patients.
  - 5. Storage: forty (40) square feet of general storage and supply storage, with shelves.
  - 6. Rest Rooms: two (2) unisex, internal in the Onsite Center space. One for staff & one testing bathroom, adjacent the laboratory including a water shutoff valving for drug testing.
  - 7. Marked and Reserved Parking for Health Professionals and Patients: two (2) spots that satisfy ADA criteria and that are located within the appropriate distance of the front door.
  - 8. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure locked cabinetry, reasonably approved by CareATC. Lab to be equipped with an eyewash station and anti-scalding valve.
  - 9. All counterspace have a non-porous surface that can be cleaned routinely.
  - 10. Pharmacy: approximately six-hundred (600) square feet, keyed separately, storage bins/racks/shelves, wipeable counterspace, with undercounter medical grade refrigerator, solid ceiling, alarmed (camera may be required), retractable/roll-up serving counter (if applicable).

2. Client also agrees to the below:

- A. Client will provide all necessary janitorial services, pest control, security, and all utilities (electricity, heat, water, plumbing, air conditioning).
- B. Client must maintain the Onsite Center in good repair and working order and in compliance with CareATC's service standards (including, but not limited to, its interior, exterior, structure, and roof) and maintained in a safe

and workman like condition. Without limiting the generality of the foregoing requirement, and by way of specific example only, Client shall keep the Onsite Center free of debris, ice, snow.

- C. If Client has an existing Onsite Center facility, then Client shall provide CareATC full access to such facility at least sixty (60) days prior to the Anticipated Open for Business Date to inspect the premises and determine if the facility meets CareATC's specifications to perform the Services and security requirements. Client shall be solely responsible for any required updates, upgrades, replacement systems, or medical equipment as may be necessary to perform the Services.
- D. Client shall ensure that the Onsite Center meets all applicable federal, state, and local laws, regulations, rules, and codes related to the premises, including but not limited to zoning, land use, and land development ordinances, occupancy rules, and building and construction codes. Client must also ensure that the Onsite Center meets CareATC's written specifications.
- E. In the event any hazardous substance is discovered at any time in, under, or about the Onsite Center in violation of applicable law during the Term then, provided such hazardous substance was not introduced into the Onsite Center by CareATC, Client will, at Client's expense, remove and dispose of such hazardous substance in accordance with applicable law and shall indemnify and hold harmless CareATC from and against any action under any federal, state, or local environmental law for the same.
- F. Failure of Client to meet any provision of this Exhibit C shall be considered a breach of the Onsite Agreement.

## **Exhibit D**

### **Insurance**

#### **1. CareATC Insurance Requirements**

**A. Insurance Coverages.** CareATC will obtain and maintain the following coverages at all times during the Term of this Onsite Agreement:

1. **Commercial General Liability-** \$1,000,000.00 per occurrence and \$3,000,000.00 in aggregate of Comprehensive General Liability including independent contractors, contractual liability, and broad-form property damage endorsements, naming Client as additional insured
2. **Professional Liability** - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of CareATC, all Onsite Centers, and all Health Professionals employed or engaged to provide Services
3. **Worker Compensation** - As required by applicable statutes. Employers' Liability requirements of \$1,000,000 each accident, \$1,000,000 disease aggregate, \$1,000,000 disease each employee
4. **Cyber Liability** - \$5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses, and fees.
5. **Automobile, Non-Owned Automobile and Hired Auto Liability** - \$1,000,000.00
6. **Commercial Property** - Replacement value of property owned by CareATC maintained at Onsite Center
7. **Umbrella** - \$10,000,000 to provide excess limits when the limits of the underlying policies (Section 1(A)(1), Section 1(A)(3) & Section 1(A)(5)) are exhausted by payment of claims
8. **Employee Dishonesty/Crime Coverage** - \$500,000; \$500,000 Employee Theft

**B.** Upon request, CareATC shall provide to Client Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the State of Oklahoma, and rated no less than A-, VII in the latest A.M. Best rating guide.

**C.** CareATC will provide Client with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Onsite Agreement.

#### **2. Client Insurance Requirements**

**A. Insurance Coverages.** Client will obtain and maintain the following coverage at all times during the Term of this Onsite Agreement:

1. **Comprehensive General Liability** - \$1,000,000.00 per occurrence / \$3,000,000.00 in aggregate of Comprehensive General Liability insurance including premises, independent contractors, contractual liability, and broad form property damage endorsements, naming CareATC as Additional Insured.

**B.** Client will provide CareATC with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Onsite Agreement.

**C.** Upon request, Client shall provide to CareATC proof of insurance coverage, within thirty (30) calendar days of such request.

- D. Upon request, Client shall provide to CareATC Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the state of Texas and rated no less than A-, VII in the latest A.M. Best rating guide.



## **Exhibit E**

### **Business Associate Agreement**

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104 191 ("HIPAA") and the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), CareATC shall, to the extent it acts in its capacity as a Business Associate to the Client, adhere to the applicable requirements established in the HIPAA Rules (as defined below) for Business Associates as set forth below.

#### **1. Definitions**

- A. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Attachment, shall mean CareATC.
- B. "HIPAA Rules" shall mean the requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, in each case only as of the applicable compliance date for such requirements.
- C. "Incident Response Team" shall mean the unit designated by CareATC that is responsible for investigating and responding to information privacy and security incidents and complaints.
- D. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- E. "Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("EPHI"). PHI and EPHI shall have the same meaning as such terms as defined in 45 CFR 160.103 but limited to such information created or received by CareATC in its capacity as a Business Associate (and not a pharmacy or other health care provider) of Client.
- F. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.

#### **2. Obligations and Activities of Business Associate**

- A. Business Associate agrees not to use or disclose PHI other than as permitted or required by the Commitment Onsite Agreement or this EXHIBIT E, or as permitted or Required By Law.
- B. Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI. Without limiting the foregoing, Business Associate agrees to implement appropriate administrative, physical, and technical safeguards designed to, to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, including maintaining an Incident Response Team to investigate and respond to unauthorized uses and disclosures of PHI upon learning thereof, as required by 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time.
- C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this EXHIBIT E
- D. In addition to the reporting required by Section 2.L, Business Associate agrees to report to Client, within ten (10) business days of discovery by the Incident Response Team any unauthorized disclosure of the PHI arising from a Security Incident, and otherwise not provided for by the Commitment Onsite Agreement or permitted under the HIPAA Rules.
- E. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2) Business Associate agrees to require that any Subcontractor to, to whom it delegates any function or activity it has undertaken to perform on behalf of Client, and whom it provides PHI received from or created on behalf of Client, agrees to substantially the same restrictions and conditions on the use or disclosure of PHI as apply through this EXHIBIT E to Business Associate through a Business Associate Onsite Agreement between such Subcontractor and Business Associate.
- F. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to provide to Client such PHI maintained by Business Associate in a Designated Record Set as required for Client to respond to a request for access under 45 CFR 164.524.

- G. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to such PHI, in order for Client to respond to a request for amendment under 45 CFR 164.526.
- H. Business Associate agrees to make its internal practices, policies, procedures, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Client, available for inspection and copying by the Secretary upon the Secretary's written request for same for purposes of the Secretary determining the Client's compliance with the HIPAA Rules.
- I. Business Associate agrees to document such disclosures of PHI made by it, and information related to such disclosures, as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI under 45 CFR 164.528.
- J. Upon written request by Client, and in a reasonable time and manner, Business Associate agrees to provide to Client information collected in accordance with Section 2.1 for Client to provide an accounting under 45 CFR 164.528.
- K. To the extent Client specifically delegates to Business Associate one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).
- L. Following the discovery by Business Associate of any Breach of Unsecured PHI by Business Associate or its Subcontractors, Business Associate agrees to notify Client of such Breach without unreasonable delay, but no later than within five (5) business days after the Incident Response Team is notified of the Breach. Such notification shall include, to the extent available, the identity of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. At the time of notification or promptly thereafter as such information becomes available, Business Associate shall also provide Client with such other available information as is required for Client to notify an Individual of the Breach as required by 45 CFR 164.404(c). Business Associate agrees that to the extent the Breach is solely as a result of Business Associate's negligent acts or omissions, Business Associate shall provide the notifications required under 45 CFR 164.404, 45 CFR 164.406 and 164.408(b). Notwithstanding the above, if a law enforcement official provides Business Associate with a statement that the notification required under this paragraph would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement as permitted under 45 CFR 164.412.

### **3. Permitted Uses and Disclosures by Business Associate**

- A. Business Associate may use or disclose PHI to perform functions, activities and Services for or on behalf of, Client as provided in the Commitment Onsite Agreement. Such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client except that Business Associate may use and disclose PHI:
  - 1. for the proper management and administration of the Business Associate or to carry out its legal responsibilities; provided that, in the case of any disclosures for either of these purposes, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
  - 2. to provide Data Aggregation Services to Client relating to the health care operations of CareATC as permitted by 45 CFR 164.504(e)(2)(i)(B);
- B. Business Associate may also use and disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Client.
- C. Business Associate agrees to request, use and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

#### 4. Obligations of Client

- A. Client shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Client shall not ask or require Business Associate to use or disclose Protected Health Information in a manner in which Client could not do as a Covered Entity except as permitted by 45 CFR 164.504(e) to perform Data Aggregation Services.
- B. Client represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Client to use and disclose Protected Health Information in the manner that Business Associate is authorized to use and disclose Protected Health Information under this Attachment.
- C. To the extent that the Client honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Client agrees not to provide such PHI to Business Associate unless Client notifies Business Associate of the restriction and Business Associate advises Client that it is able to accommodate the restriction. Client agrees to reimburse Business Associate for any increase in fees required to accommodate such restriction.
- D. Client shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.
- E. Client shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its Services under the Commitment Onsite Agreement.
- F. Client shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list. In the absence of Client providing such list, Business Associate may assume that those individuals that are member of the Workforce of Client or, if applicable, Client Sponsor, who request or receive PHI from Business Associate are performing plan administration activities for Client and are authorized to receive or access PHI on its behalf.

#### 5. Miscellaneous

##### A. Regulatory References.

A reference in this Exhibit E to a section in the HIPAA Rules means the section as in effect or as amended, and as of its applicable compliance date.

##### B. Changes to this Attachment.

The Parties agree to negotiate in good faith to amend this Exhibit E or the Commitment Onsite Agreement as necessary to comply with any changes in the HIPAA Rules. If, within sixty (60) business days after Business Associate receives a proposed amendment for this purpose from Client, the Parties are unable in good faith to reach agreement on its terms, either Party may terminate the Commitment Onsite Agreement and this Exhibit E by written notice to the other.

##### C. Interpretation.

Any ambiguity in this Exhibit E shall be resolved to permit the Parties to comply with the HIPAA Rules.

## **Exhibit E**

### **Performance Guarantees**

CareATC agrees to place certain fees at risk, subject to the terms and performance criteria set forth in this Onsite Agreement (together, the "Performance Guarantees").

#### **1. Fees at Risk:**

CareATC will place 10% of its Management Fee (as defined on the Ongoing Administration Fee table in this Exhibit) at risk ("Fees at Risk"), divided into five (5) Performance Guarantee categories. Each identified Performance Guarantee category will account for its specified percentage of the fee at risk.

If CareATC fails to meet the Performance Guarantees for the calendar year, a credit for prior year will be applied to Client's monthly invoices over the next year for each of the five (5) Performance Guarantees described below that were not achieved.

Note: Fees at Risk include the above-stated percentage of Management Fees only, and do not apply to any other sum paid or payable under the Onsite Agreement. By way of example and not limitation, Fees at Risk do not apply to any reimbursable or pass-through expenses paid by Client to CareATC.

#### **2. Measurement Period:**

The measurement shall begin January 1 and end each year thereafter during the Term, unless the Performance Guarantee is tied to claims data, which will require end of health plan year plus 90 days for analysis.

#### **3. Client Requirements:**

Performance Guarantees are predicated on Client meeting the following requirements:

- A. Client must provide access to the CareATC Clinics at no cost to Clinic Eligible Participants excluding applicable fees for who are participants under Client's high deductible health plan. If participants are on the high deductible health plan, Client will work to offer CareATC Clinics as the lowest cost option for members to the best of their ability.
- B. Client must provide access to the CareATC Clinics to all Employees, Spouses, Dependents (age 5 and older) and Retirees
- C. Client shall make all reasonable efforts to allow employees to visit the Clinics during the workday at times when such visits do not interfere with or adversely impact their job responsibilities.
- D. Client agrees to hold educational meetings attended by CareATC personnel detailing the benefits of the Covered Services
- E. Client agrees to allow CareATC direct access to communicate with Clinic Eligible Participants and provide email, home address and phone numbers so long as communication is related to CareATC and approved by Client
- F. Client agrees to semi-annual analytics and strategy session with CareATC
- G. Client agrees to provide ongoing carrier (medical and pharmacy) data feeds sent to CareATC on a monthly basis. City agrees to remove from the paid claims totals for any outlier claims in excess of \$75,000 per claimant per year. "

#### **4. Other Conditions:**

Performance Guarantees shall no longer apply if any of the following events occur; provided, however, that in such case, Performance Guarantees may be re-negotiated and mutually agreed upon by the Parties in a signed writing as an addendum to the Contract for Services:

- A. A material plan design change occurs that CareATC determines, in its reasonable discretion, could have a material and adverse impact on Clinic's ability to achieve one or more Performance Guarantee objectives.
- B. A material change in the composition of Participants invalidates assumptions used by CareATC in committing to Performance Guarantees. By way of example and not limitation, such material changes would include a situation where the Participant population becomes materially different in terms of health risks, history, or social determinants of health.
- C. City fails to fulfill its duties and obligation in this Onsite Agreement.

**5. Performance Guarantees:**

**A. Return on Investment**

| Percent Fee at Risk | Definition   | Goal         |
|---------------------|--|--------------|
| 2.0%                | CareATC will demonstrate an annual ROI of greater than or equal to 1:1 annually.<br><br>Primary Care Participant with the Health Center shall be defined as those Eligible Participants who have (A) completed at least 1 PHA and one follow up measure AND (B) completed at least 2 routine primary care (non-acute) visits in the measurement period | 1:1 annually |

**B. Specific Condition Improvement**

| Percent Fee at Risk | Definition   | Goal |
|---------------------|--|------|
| 0.67%               | <b>Blood Pressure Risk Improvement</b><br>Of the Primary Care Participants 18-85 years of age who have a diagnosis of essential hypertension, 60% will have their blood pressure adequately controlled based on the eighth report of the Joint National Committee treatment goals of: Less than 140/90.                                      | 60%  |
| 0.67%               | <b>Atherosclerotic Cardiovascular Disease Risk Score Improvement</b><br>10-Year Atherosclerotic Cardiovascular Disease Risk Score: Of the Primary Care Participants 40-75 years of age with abnormal reading, 60% will have improvement toward accepted National Guideline values.<br><br>(Irregular measure (ASCVD Risk Score $\geq$ 7.5%)) | 60%  |
| 0.67%               | <b>Diabetes Risk Improvement: HbA1c:</b><br>Of the Primary Care Participants with abnormal readings of Hgba1C $>$ 5.6%, 60% will have improvement toward accepted National Guideline values  | 60%  |

**Notes on Specific Condition Improvement Performance Guarantees:**

- i. Primary Care Participant with the Clinic shall be defined as those Clinic Eligible Participants who have (A) completed at least 1 PHA and one follow up measure and (B) completed at least 2 routine primary care (non-acute) visits in the measurement period.
- ii. Improvement is defined as any movement toward normal range (based on initial baseline reading performed at beginning of measurement year)
- iii. Baseline is defined as the first reading of the measurement year or reading at time of diagnosis during the measurement year. Measurement during acute visits is excluded if abnormal.
- iv. Baseline restarts at the beginning of the measurement year, and patient will be a part of the Abnormal Cohort as long as their readings are abnormal. The pass/fail measure is the final reading of the measurement period during a non-acute visit.
- v. Each metric is reported in aggregate. Of the people with X abnormal value, Y% of the people had an improvement. Each metric is reported separately, so a person may contribute to one metric or may be included in all three. Each metric will be evaluated individually (and constitute its portion of the total PG) - a miss on one does not constitute a failed overall PG.
- vi. Based on non-acute visit measurements only (eCW designated appointment type)
- vii. Measurement period is 1 year

**C. Patient Experience**

| Percent Fee at Risk | Definition  | Goal                                 |
|---------------------|---|--------------------------------------|
| 2.0%                | Patient Net Promoter Score of clinic at or above 75:<br><br>Patient Experience Score at or above 4.0<br><br>Each patient with an email address on file will receive a Net Promoter questionnaire after every visit. | PNPS $\geq$ 75<br><br>PES $\geq$ 4.0 |

|  |  |  |
|--|--|--|
|  | <p>The Net Promoter and Patient Experience Scores will be reviewed with Client monthly.</p> <p>At the end of each 12-month period, an annual rate will be calculated and compared to the goal to assess performance guarantee.</p> |  |
|--|--|--|

D. Same Day / Next Day Appointment

| Percent Fee at Risk | Definition   | Goal   |
|---------------------|--|--------|
| 2.0%                | <p>Same day next day appointment availability at or above 80%</p> <p>Patients will be seen either the same or next Clinic Open Day within the Onsite or Monday will be considered the next day for appointments requested on Friday.</p> <p>If the applicable Clinic providers are seeing at least 2 patients per hour (on average), then this KPI shall be considered achieved.</p> | >= 80% |

E. Client Satisfaction Survey

| Percent Fee at Risk | Definition  | Goal   |
|---------------------|---|--------|
| 2.0%                | <p><b>Client Satisfaction Survey:</b> CareATC will distribute an annual survey to assess City feedback and measuring performance. CareATC will meet annually with Client to review any outstanding issues or concerns. Overall CareATC must achieve 90% or greater based on the below metrics:</p> <ul style="list-style-type: none"> <li>a. Client Success Director will be available to meet with City's management team quarterly and be available for bi-weekly calls</li> <li>b. Client Success Director will provide agenda prior to calls and minutes after calls</li> <li>c. Client Success Director or Director of Operations will acknowledge receipt of request for information or assistance within 1 business day of any outreach</li> </ul> | >= 90% |