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RECITALS:

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landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. The term of this Agreement shall be effective as of January 1, 2018, and shall remain in full force and effect unless and until it expires by operation of the initial term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for twelve (12) months from the effective date hereof (January 1, 2018) ("initial term"). Upon expiration of the initial term, this Agreement may be renewed for an additional three (3) months, at the sole discretion of the City but subject to written consent from Services Provider to the renewal. The City agrees that in the event it desires to renew the Agreement for an additional three (3) months, it shall provide written notice to Services Provider at least sixty (60) days prior to the expiration of the initial term. Services Provider agrees that in the event it desires to terminate the Agreement at the end of the initial term (i.e. decline the 3-month renewal), it shall provide written notice to City at least sixty (60) days prior to the expiration of the initial term.

C. Prices shall be firm for the duration of this Agreement and the renewal period for the Scope of Services defined under Exhibit "A" herein. No separate line item charges shall be permitted for invoicing purposes, unless agreed upon by the parties. All terms and conditions shall remain the same for the renewal period.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the Scope of Services, attached as Exhibit "A," and incorporated herein by reference.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Services Provider shall satisfactorily provide all services described under the attached exhibits and herein within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 SERVICES

Services Provider shall provide the services set forth in Exhibit "A" and

herein. City acknowledges that Services Provider is not engaged in the practice of medicine.

5.01.1 Operation of Clinic.

- A. Services Provider shall provide licensed and certified Clinician(s) who are employed by Services Provider, or contract with licensed physician or physician practices ("Group" or "Groups") to provide services set forth in Exhibit "A" and herein; to provide professional services consistent with reasonable and appropriate standards of care, and who are responsible for supervising the Clinician(s) operating the Clinic on City's premises as required in accordance with Texas law. Each Clinician that is employed or contracted by Services Provider shall be supervised by a physician independently contracted by Services Provider, as required in accordance with Texas law. Each Clinician and Group shall remain in good standing with the licensing authority of the State of Texas. Each Group shall supervise and oversee each Clinician at the Clinic in accordance with Texas law. Every Services Provider with a Group shall contain provisions requiring the Group to comply with all applicable Texas laws in the provision of professional services with the Clinic. Services Provider shall further require that each Group carry malpractice insurance.
- B. Any costs associated with renovating the physical space of the Clinic shall be the City's responsibility.
- C. Services Provider shall use commercially reasonable best efforts to locate and coordinate Clinician to provide hours of service at the Clinic as mutually agreed upon by the parties.

5.01.2 Intentionally Deleted.

5.01.3 Health Assessment(s).

Health assessments on each participating City employee choosing to have an assessment shall be completed once every twelve (12) months for the term of this Agreement. Those employees unable to attend the mass event may obtain their health assessment within the Clinic. Services Provider shall be responsible for collecting blood pressure, body weight indexing, and providing a health survey to be completed by the employees. Services Provider shall work with the employees to encourage employees to participate in such health assessment(s). At City's request and for an additional agreed upon cost between the parties to be paid by City, Services Provider shall participate in an employee health fair and such other wellness activities as may be sponsored by City. Personal Health Information

obtained during each assessment will be collected in accordance with Service Providers business practices designed to ensure its privacy and security in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5.01.4

Periodic Reports.

Services Provider shall produce the following reports for City and City's group health plan:

- A. *Healthy Life Profile* – Individual health profiles for assessment participants shall be compiled and distributed to each participant only after each health assessment.
- B. *Health Risk Assessment Overview* – Aggregate health risk report(s) for the entire employee population on an anonymous basis shall be compiled and distributed to City after each mass health assessment.
- C. *Clinic Utilization* – Monthly clinic utilization reports summarizing the services furnished on-site at each Clinic in a de-identified format.
- D. *Quarterly Report* – Provided the City's group health plan, health insurer, or third-party administrator furnishes historical claims data in accordance with this Agreement, , Services Provider shall provide insurance cost claims impact statement four (4) times per twelve (12) month period. Additionally, Services Provider shall provide Clinic utilization and activity reports and summary data related to the Clinic's participants' compliance with the frequency guidelines recommended for the number of risk factors identified during the health assessment(s).
- E. *Non-Compliance Report* – Non-compliance reports for employees with health risk factors and Clinic visit frequency shall be provided on a quarterly basis in a de-identified format.
- F. *Business Intelligence Dashboard* – City shall have access to the web-based detailed Clinic utilization tool for self-reporting.

No Protected Health Information about any employee participant shall be released to the City in any report unless such participant has provided his or her prior written authorization or unless such information is released in accordance with HIPAA.

5.01.5

Interventions.

The Clinicians at each Clinic, or, Services Provider's representative shall contact each health assessment participant which is identified as having two

(2) or more high healthcare risk factors according to the health assessment (and each participant with one (1) risk factor if at immediate need levels) within twelve (12) months of the health assessment. The Clinician at the Clinic shall be available during regularly scheduled Clinic hours of operation to consult with and assist in the development of a program for each health assessment participant contacted in accordance with this Section.

5.01.6 Appointment of Account Manager.

Services Provider has provided and will continue to provide an account manager. The account manager shall be available to review and discuss the activities of and reports generated from the Clinic.

5.01.7 Intentionally Deleted.

5.01.8 Practitioner Selection.

As of the signing of this Agreement, the Clinic is fully staffed. However, should additional or different staff be needed, Services Provider shall present a Clinician who is trained and qualified to perform clinical services required in the Clinic. Services Provider shall offer to introduce the Clinician candidate to City so City may evaluate the candidate proposed.

City understands that due to the limited availability of Clinician candidates in some geographic locations, the continued operation of the Clinic may be delayed if a Clinician candidate is rejected at City's request.

5.01.9 Professional Conduct of Clinician.

- A. The professional conduct of Clinician is governed by applicable Texas law and supervised by Group. Neither Services Provider nor Employer shall exercise any direction over the method or manner in which Clinician performs professional services or functions at the Clinic. Neither Services Provider nor Employer shall intervene in any manner with the services provided by the Clinician unless Clinicians' actions are in violation of the regulations and/or rules of conduct governing employees at City's place of business. It is understood between the parties that the traditional, customary, usual and confidential relationship between a health care provider and a patient exists between the Clinician and employees and all authorized persons seeking professional services of Clinician.
- B. In the event City deems the performance of any Clinician disruptive to City's place of business, detrimental to the health or safety of members of City's workforce or any dependent family members, or is in violation of the regulations and rules of conduct governing employees of City, City may request that a Clinician be removed

from the Clinic. When Services Provider is notified of such a request by City, Services Provider shall notify the Clinician and Group and Services Provider shall place Clinician on administrative leave within ten (10) day. If after a review of the requested removal, City and Services Provider desire that the Clinician be permanently removed from the Clinic, Services Provider shall immediately commence actions to recruit another Clinician to provide services at the Clinic and advise City when a substitute Clinician be placed at the Clinic. City acknowledges that during the time period in which Services Provider is recruiting a new Clinician for the Clinic, the Clinic may not be operational or the hours of availability of the Clinic may be reduced.

5.01.10

Clinician(s) and Group(s) as Independent Contractors.

Each Clinician providing services at a Clinic is an independent contractor of City. Each Clinician shall be supervised by Group pursuant to the terms of a written contract. It is understood and agreed that no Clinician and no Group shall be deemed to be an employee of City. No Clinician nor any Group shall be eligible for any City benefits. City shall have no liability for the compensation due to the Clinician, nor any Group providing direct or supervisory services at the Clinic. Services Provider shall indemnify City from and against any and all claims for any compensation or benefits.

5.01.11

Guideline Gap and Predictive Modeling Services.

As long as all data elements described in Section 6 of this Agreement are supplied, Services Provider shall provide the following services as a part of the Predictive Modeling and Guidance Gaps Packaging after the Clinic has been operational for six (6) full months.

- A. Services Provider will provide the Patient Profile report to the Clinician on a monthly basis which includes:
 - (i) Forecasted Risk Profile
 - (ii) Impact Scores
 - (iii) Diagnosis Profile
 - (iv) Utilization Profile
 - (v) Risk Contribution Profile
 - (vi) Guideline Compliance Profile
 - (vii) Physician Pharmacy Profile – Therapeutic Classes
 - (viii) Physician Pharmacy Profile – Maintenance Medications
 - (ix) Physician Pharmacy Profile – Injectibles
- B. Services Provider shall provide the following to City on a Quarterly basis:
 - (i) Risk Navigator Clinical Summary

6.0 ELECTRONIC DATA SHARING

City shall supply the data listed on Exhibit "E" in electronic format compatible with Services Provider software systems, for its employees who are eligible to take advantage of Service Provider's services in order to populate the Service Provider's database. This delivery of data shall be complete thirty (30) days prior to the initial health assessment and monthly thereafter. Services Provider shall enter into a Business Associate Agreement, as defined in HIPAA, with City and its health claims processing or insurance vendor. City shall instruct each third-party administrator, insurance vendor or other party responsible for managing City's Plan claims system to provide Services Provider all historical claims data, including but not limited to, healthcare claims, pharmaceutical claims, and medical claims for all employees and described on Exhibit "E". Services Provider shall use the data provided to establish and track employee utilization trends and insurance cost impact which shall be provided in the periodic reports generated and supplied to City. All costs associated with the transfer of data to Services Provider's database, including but not limited to implementation of software interface, shall be borne by City and shall be mutually agreed upon between the parties prior to the costs being incurred. All data transmitted pursuant to this Section must be in electronic non-facsimile format, i.e. CD, floppy disk or direct electronic interface.

Services Provider shall supply City's claims payer or other similar vendor ("Vendor") information related to each patient's encounter in the Clinic in an 837P "standard" file as the format to transfer the data to the Vendor. Services Provider and City shall agree to the frequency of regular data transfers.

7.01 PREMISES AND SUPPORT SERVICES OF EMPLOYER.

7.01.1 Premises.

Employer shall provide Services Provider access to the premises provided by City as a Clinic during City's normal operating hours. City shall be responsible for maintaining and securing the safety and safekeeping of the premises designated as the Clinic and all the equipment therein. City shall provide heat and air conditioning, janitorial service, telephone, high speed DSL internet access or similar such service, replace light bulbs as needed and other materials for the Clinic. City shall maintain the safe and proper operation of all equipment located within the Clinic.

7.01.2 Clinic Area.

City shall dedicate no less than eighty (80) square feet to be used as the Clinic. The Clinic shall be in close proximity to toilet facilities, to the extent reasonably practicable, shall be equipped with a sink. In the event City desires to offer Clinician services at the Clinic to spouses or dependents of employees, City shall attempt to provide access to the Clinic from the exterior of the facility through an administrative or otherwise convenient public access way.

7.01.3 Hours of Clinic Operation.

The weekly schedule for the hours of operation of the Clinic will be mutually agreed upon by City and Services Provider. Changes to the weekly schedule may be made only with the mutual consent of Services Provider and City.

7.01.4 Scheduling.

Scheduling will be performed through Services Provider's scheduling system through either online service, via 800 call number, and or Service Provider's supplied substitute.

8.01 COSTS

8.01.1 Compensation:

Costs listed on Exhibit "C," shall be the basis of any charges collected by Services Provider.

8.01.2 Method of Payment:

City agrees to remit payment using Automated Clearing House electronic funds transfers (ACH) by the twentieth (20th) day of the month the invoice is received from Services Provider. In the event that payment is not received by Services Provider on the twentieth (20th) a late payment penalty in the amount of one and one-half percent (1 ½ %) per month shall accrue on the unpaid balance for each month or fraction thereof that payment is late.

9.01 PRIVACY AND SECURITY OF EMPLOYEE HEALTH INFORMATION

Services Provider and City acknowledge and agree that some of the services provided under this Agreement may involve the sharing of protected health information ("PHI" as defined under 45 C.F.R. Section 164.501) of City's workforce. Service Provider agrees to maintain the privacy of such information in accordance with the business associate provisions set forth under the Privacy Regulations adopted by the United States Department of Health and Human Services pursuant to HIPAA. In furtherance thereof, Services Provider and City agree to execute the Business Associate Agreement, attached as Exhibit "D" and incorporated herein by reference.

The parties agree to revise the Business Associate Agreement as necessary in order to comply with current or subsequent regulations adopted pursuant to HIPAA and as mutually agreed upon by the parties.

10.01 CONFIDENTIALITY OF INFORMATION

Each party shall keep confidential, and shall not divulge to any other party, all proprietary and confidential information of the other party including, but not limited to, information relating to such matters as finance, methods of operation and competition, pricing, marketing plans and strategies, operation requirements and information concerning personnel, or suppliers, unless such information: (i) is or becomes generally available to the public other than as a result of disclosure

by the party, or (ii) is required to be disclosed by law or by a judicial, administrative or regulatory authority.

The parties acknowledge that City is a local government subject to the Texas Public Information Act, Chapter 552 of the Government Code.

Upon termination of this Agreement, each party agrees to return to the other all proprietary information of the other party in their possession including, without limitation, any documentation evidencing City's or Service Provider's policies and procedures, or, give written assurances of its destruction.

11.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year. City shall provide Services Provider with as much advance warning as possible regarding budgeting concerns.

12.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

13.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

14.01 INSURANCE

Services Provider shall meet all insurance requirements as stated in the attached RFQ, including all attachments and exhibits thereto, and Services Provider's bid response.

All services provided at the Clinic shall be provided in accordance with Texas law governing the operation of each Clinic, including, supervision of each Clinician by a Group as required by the laws of the State of Texas. Each Clinician and Group shall obtain and keep in force a policy of (a) professional liability (malpractice) insurance with a minimum coverage of \$1,000,000 for each incident and \$3,000,000 annually for the aggregate of all claims and (b) worker's compensation insurance as required by the laws of the State of Texas covering its Clinician and any other employees or contractors providing services on City's premises pursuant to this Agreement.

15.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Tyler Jarl
Human Resources Department
221 East Main Street
Round Rock, Texas 78664

16.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods or services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

If either party defaults in the performance of its obligations hereunder, the non-defaulting party shall provide written notice of default to the defaulting party. The defaulting party shall have thirty (30) days to cure the breach to the reasonable satisfaction of the nondefaulting party. If the defaulting party does not cure the breach to the satisfaction of the nondefaulting party, this Agreement shall automatically terminate.

18.01 TERMINATION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time during the initial twelve (12) month term upon sixty (60) days' written notice to Services Provider.

B. In the event a Clinician resigns, quits or is terminated or otherwise unwilling to continue at the Clinic location and Services Provider is unable to find a suitable replacement after employing reasonable commercial efforts, either party may immediately terminate this Agreement.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur.

City agrees to indemnify, and hold Services Provider harmless from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of City, or City's agents, employees or subcontractors, in the performance of City's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

Services Provider shall require any Clinician or Group contracted to provide services to City's employees to enter into a written agreement, satisfactory to City, to indemnify and hold City harmless City, City's agents, employees or subcontractors, from and against any suits, claims, liabilities, losses, or expenses including without limitation reasonable attorneys' fees, arising or resulting from the negligent performance of professional services or acts and omissions of the Clinician or Group.

20.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains

written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

21.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

22.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Healthstat, Inc.
4651 Charlotte Park Dr., Suite 300
Charlotte, NC 28217

Notice to City:

Laurie Hadley, City Manager
221 East Main Street
Round Rock, TX 78664

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

23.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

27.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

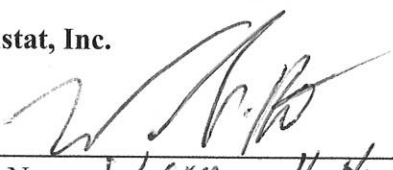
Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: Stephan L. Sheets, City Attorney

Healthstat, Inc.

By: 
Printed Name: Warren Hutton
Title: CEO & Co. V.P.
Date Signed: 7/18/10

LIST OF EXHIBITS:

- Exhibit "A": Scope of Services
- Exhibit "B": Clinician Clinic
- Exhibit "C": Compensation
- Exhibit "D": Business Associate Agreement
- Exhibit "E": Electronic Data Sharing

EXHIBIT "A"

SCOPE OF SERVICES

Except as otherwise provided herein, the following services are included in the capitated rate recited in Exhibit "C":

CLINIC STAFF. Clinic staff at the Clinic defined in Exhibit B shall consist of one (1) forty (40) hour Nurse Practitioner, one (1) Supervising Physician (not on site), one (1) forty (40) hour Medical Assistant, and one (1) twenty (20) hour Medical Assistant.

CLINIC SERVICES. The Clinic staff will provide the following services:

- Non-emergent personal health care and wellness, subject to the Nurse Practitioner's authorized and appropriate scope of practice, and subject further to Services Provider's policies and procedures governing scope of service
 - Scope of Services to be performed in clinic include (but not limited to):
 - Flu and Allergy Shot Administration
 - Urgent Care Services
 - Preventive Care/Physicals
 - Routine lab draws
 - Sports physicals
 - Skin Cancer Screenings
 - Referral Management/Care Coordination
 - Wellness Services (provided by Nurse Practitioner) such as:
 - HRA coaching and review of results
 - Wellness-related education materials
 - Quarterly wellness seminars led by the clinic staff
 - Biometric screenings and blood pressure checks in the clinic
 - Provide health condition management programs mutually identified/agreed upon annually as part of a strategic plan for the clinic.
 - Mammogram referrals and care coordination as needed
- Referrals to specialty and diagnostic care, or as otherwise medically advisable
- RST, Monospot, and rapid glucose CLIA testing
- Clinic Operations
 - Prescriptions written by clinic providers shall be generic unless no other option is available
 - Referrals to City's Employee Assistance Program (EAP) shall be given if a patient is prescribed an anti-anxiety or anti-depressant
 - Referrals to specialists shall be made by the clinic and associated documents sent to the specialist within five (5) business days of clinic visit
- Occupational medicine and workers' compensation triage/treatment services shall be provided per the following:
 - Initial triage of any work-related injuries
 - Post Offer Physical Examination
 - Pre-Employment Drug Testing – Urine based (DOT and non-DOT)
 - Department of Transportation ("DOT") Services
 - Random, Reasonable Suspicion & Post Accident Drug Testing – Urine based (DOT and non-DOT)
 - Initial, Periodic DOT Physicals & Certifications (*)(**)
 - Annual Firefighter Physicals Only
 - Annual Police Physicals Only
 - Initial, Periodic Criminal Justice Physicals Only
 - Respirator Fit Evaluations-administer questions only
 - Audiometry and Whisper Test
 - Audio Booth Testing-
 - Blood Alcohol Testing
 - EKG
 - Pulmonary Function Testing-
 - Vision Testing

- Hep-A, Hep-B vaccines
- Minor Injuries
 - Abrasions
 - Burns
 - Contusions
 - Foreign Body Removal (splinters, small subcutaneous punctures)
 - General Medical (medications, splints, braces, etc.)
 - General triage for Musculoskeletal injuries
 - Lacerations
 - Minor Eye conditions (abrasions, Splash Injuries, foreign bodies)
 - Nail Avulsions
 - Puncture Wounds
 - Sprains/Strains
 - Work Restrictions
- Minor injury follow up
 - Bandage/Dressing Change
 - Fit for Duty Evaluation
 - General Medical
 - Suture removal
 - Wound Care
- All other occupational health or worker's compensation matters may be referred out as medically advisable, subject to employer's workers' compensation rights
- After-hours occupational medicine shall utilize outside vendor as identified by City
- Occupational Medicine electronic tracking is not required

CENTRALIZED SCHEDULING LINE. Services Provider shall provide a toll free centralized scheduling line for service rendered at the Clinic. The line is available 7am-8pm EST Monday through Thursday, 7am-5pm EST Friday, and 9am-1pm EST Saturday.

ANNUAL HEALTH RISK ASSESSMENT INCLUDING BLOOD DRAW, & ANALYSIS. Services Provider shall provide a mass health risk assessment annually, as mutually agreed to by the parties in writing on an annual basis. The basic health assessment shall include Services Provider's standard questionnaire, height/weight and blood pressure collection, and blood analysis including lipid panel and glucose. The blood will be drawn by venipuncture. Additional blood tests may be included with City approval and cost of such additional tests will be paid by City in addition to the capitated rate.

CLINICAL & ADMINISTRATIVE SUPPLIES. Services Provider shall order and maintain necessary supplies and equipment required for the proper operation of the Clinic. City will not be charged extra for items listed on the attached supplies list. Should the Clinic need any supplies or equipment outside the list, Services Provider will discuss the necessity of such purchase with City, and upon City's agreement, charge City for said item. Service Provider will be responsible to maintain appropriate CLIA waivers and medical waste disposal services at no additional charge to City.

REFERENCE LAB AND PATHOLOGY SERVICES. Clinicians may order labs on the attached list under the capitated fee, which list may be amended from time to time by mutual agreement of the parties. Services Provider will be responsible for the costs of labs not on the list or the Clinician may refer out for such labs to be performed.

MEDICAL RECORDS. City shall pay copying charges of \$0.75 per page for Participant medical records as requested by clinic participants upon termination of this Agreement. This is not included in the capitated fee.

DATA PROCESSING AND PROGRAMMING. All data process and programming necessary to support the proper function of the Clinic, reporting, and claims transfers are covered under the capitated fee. However, City shall pay Service Provider a programming fee of \$150 per hour for Ad Hoc reporting, data integration, and/or testing not specifically covered under this Agreement. City and Services Provider will agree to the number of programming hours in writing before any programming services begin. Up to 10 free hours shall be provided annually (unused hours do not roll over). In addition, Services Provider will charge \$200 for each data exchange from Services Provider's system to City's healthcare plan or other designated recipient based on the frequency agreed to in writing by Service Provider and City, but there will be no charge for demographic file submissions required of City hereunder or \$0 claims adjudication from Services Provider to City's TPA.

SUPPLIES INCLUDED IN CAPITATED FEE

Description	Unit	Qty
Accu-check comfort Curve Control Solution	BX	1
Acetamin susp	4oz/bt	1
Advil Childrens Suspension	4oz/bt	1
Air-Lift Stool Black Ea	EA	1
Albuterol Inhalation Sol 3mL 0.083% 25/Bx	BX	1
Alcohol Isopropyl 70% 16oz/Bt	EA	2
Alcohol Prep Pads 200/Bx	BX	2
Allergy Syringe w/Needle 1cc 27gx1/2" 100/Bx	BX	2
Alumafoam finger splints stock	EA	1
APAP Chewables not avail in UD	30/bt	1
Arm Sling Deluxe Large Ea	EA	1
Arm Sling Deluxe Medium Ea	EA	1
Arm Sling Deluxe Small Ea	EA	1
Arromatic Ammonia Ampules (10/box)	BX	1
Aspirin Tablets 325mg 250x2bx not coated	Bx	1
Bandage Scissors	EA	1
Bandaids Dots 100/BX	BX	3
Band-Aid Sheer Strips 1"x3" 100/Bx	BX	3
Benzoin tincture	40/bx	1
Betadine Solution 16oz/Bt	BT	1
Betadine Swab Sticks 50/Bx	BX	1
Biofreeze Pump 16oz Ea	EA	1
Biohazard Protection Kit	EA	2
Biopsy Punch Disposable 2mm Ea	EA	3
Biopsy Punch Disposable 4mm Ea	EA	3
Biopsy Punch Disposable 6mm Ea	EA	3
BP Cuff - Sphygmomanometer Cuff/Bladder Latex Safe Thigh Ea	EA	1
BP Cuff - Sphygmomanometer Latex Safe Large, Adult Ea	EA	1
BP Cuff - Sphygmomanometer Latex Safe Regular, Adult Ea	EA	1
Cauteries-Cordless Surgical Ea	EA	2
Chair Blood Drawing w/Flip Arm Ea (6060-P Clinton Industries)	EA	1
Cloth Surgical Tape 1"x10yd 12/Bx	BX	3
Cold/Hot Pack Reusable (5)/pack	PK	5
Conforming Stretch Gauze N/S 3" 12/Bg	BG	2
Conforming Stretch Gauze Ster 3" 12/Bg	BG	2
Cotton Balls Medium 500/Bg	BG	2
Cotton Tipped Applicator Sterile 6" 100Pks/2	BX	2
CPR Microshield	EA	2
Curity Gauze Sterile 2s 8ply 4"x4" 50/Bx	box	1
Diagnostic Set Hard Case 3.5v Ea	EA	1
Diamode Anti-Diarrhea Caplets (100x1 pks)	BX	1
Diphenhydromine SDV 50mg/ml	VIAL	1
Discide Disinfectant Spray	BX	2
Drape Exam Sheet 2-Ply White 40x48 100/Ca	CA	2
Dual Glove Box Holder Regular Ea	EA	1
Ear Basin Ea	EA	4
Ear Curette Disposable White 50/Bx	BX	2

Elastic Bandages Latex Free 4x4.5Yds 10/Bx	BX	3
Elbow W/Floam Universal Surround EA	EA	2
Emesis Basin 500cc Rose EA	EA	2
Epinephrine 1:100 5/pk	EA	2
Ethyl Chloride spray	4/bx	1
Exam Table uph 204 soft black	EA	3
Eye Chart Kindergarten 11x22" Ea	EA	1
Eye Chart Plastic Snellen Ea	EA	1
eye cover for eye testing	EA	1
Eye Pad Oval Sterile 50/Bx	BX	2
Eye Wash Irrigating 4oz/Bt	BT	2
Eye Wash Unit	EA	1
Fenestrated Drapes Sterile 50/Ctn	BX	2
BioGlo Fluorescein Strips 1mg 100bx	BX	1
Fluoro-Dot Cobalt Blue Light Ea	EA	1
Futuro Deluxe Ankle Stabilizer One Size Ea	EA	1
GBG AloeGel Instant Hand Sanitizer 18OZ EA	EA	3
Gelfoam	6x2/pk	1
Generic-Ceftriaxone 1gm	10/bx	1
Generic-Ketorolac inj 30mg	Ea	1
Glucometer Accu-Chek Advantage Kit Ea	EA	1
Glucometer AccuChek Comfort Curve Test Strips 50/Bx	BX	1
Glucose Tablets Orange 6/Bx	box	1
Gooseneck Exam Lamp Dlx EA	EA	1
Gown Exam 3-Ply White 30x42 50/Ca	CA	2
Hydrogen Peroxide 16oz/Bt	EA	1
Hydroxyzine Inj MDV, 50mg/mL 10 mL bottle	Ea	1
I-Prin Ibuprofen Tabs 200mg 100x2 /box	bx	1
Instrument Basin w/cover	Ea	1
Insufflator bulb for Welch Allyn otoscope	Ea	1
Iodoform Pk Strip Sterl 1/4x5yd 1/Bt	BT	1
Kelly Forceps	Ea	1
Kenalog-40 Inj 40mg/mL 10ml/VI	VIAL	1
Kleenspec Disp Otosc Specula 2.75mm 850/Bg	BG	1
Kleenspec Disp Otosc Specula 4.25mm 850/Bg	BG	1
Kleenspec Specula Dispenser 524 Series Ea	EA	1
Knee Sleeves	EA	3
Laceration Tray w/Web NH Ea	EA	5
Lancets, Soft-Click for Accu-Chek glucometer, 100/BX	BX	1
Latex Gloves Medium, Powder Free 100/Bx	BX	2
Lidocaine HCL Inj Non-Return 1% 50ml/VI	VL	3
Lidocaine w/Epi FTV Non-Ret 1% 50ml/VI	VIAL	1
Life-O-Gen portable oxygen	EA	1
Lube Jelly 5GM foil Surgical 144bx	BX	1
Marcaine No Epi FlipTop MDV .25% 50ml/VI	VIAL	1
Mayo Instrument Stand Chrome Single Post Ea	EA	1
Medikoff Cough Drops (600/bx)	BX	1
MediRip bandage 3"	12/bx	1
Minor Laceration Tray w/Instr Ea	EA	4

Description	Unit	Qty
N95 Particulate Respirator Masks	20/bx	1
Nail splitter 6" straight	Ea	1
Nebulizer (Micro Mist) Delivery Sets, Small Volume	EA	20
Nebulizer (Pulmo-Aide) Ea	EA	1
Needle Disposable 18gx1-1/2" 100/Bx	BX	1
Needle Disposable 21gx1-1/2" 100/Bx	BX	1
Needle Disposable 25gx1" 100/Bx	BX	1
Needle Disposable 27gx1/2" 100/Bx	BX	1
Neosporin Ointment 1oz/Tb	TUBE	2
Nitroquick Sublingual Tablets 0.4mg 100/Bt	BT	1
One Step HCG Cassette Test Kit 25/Bx	BX	1
One Step Strep A Dipstick Test Kit 25/Bx	BX	1
Paper Tape (1 inch)	BX	1
Peak Flow Meter Ea	EA	1
Peak Flow Meter Mouthpiece Disp 710/50 Adult 100/Bx	BX	1
Phenergan, MDV, 25mg/mL	25/bx	1
Physician Scale (Health O Meter)	EA	1
Pillow Disposable 20x26 Ea	EA	2
Pillowcase White 21"x30" 100/Ca	CA	2
Pink Pepto Bismuth Tablets (2 boxes of 30)	BOX	3
Plastic Medicine Cups	box	2
Poster – Dangers of Smoking	EA	1
Poster – Ear, Nose, & Throat	EA	1
Poster - Heart	EA	1
Poster – Keys to Healthy Eating	EA	1
Poster – Understanding Allergies	EA	1
Poster – Understanding Asthma	EA	1
Poster – Understanding Diabetes	EA	1
Poster – Understanding the Common Cold	EA	1
Procedure Masks (patient and/or staff)	50/bx	1
Reflex Hammer, Taylor Hammerchrom 7 1/2" Ea	EA	1
Refrigerator/Freezer Thermometer	EA	2
Replacement Bulb for exam light	EA	3
Safety Glasses w/Side Shields, Clear	EA	1
Sani-Cloth Plus Large 6"X6.75 160/Pk	PK	2
Scalpels Disposable Sterile #11 10/Bx	BX	1
Silver Nitrate Applicators	100/vl	1
Silver Sulfadiazine Cream 1% 50gm/Jr	JR	1
Small paper bags (pt. urine transport)	PACK	1
Sodium Chloride 0.9% Irrig 1000mL/Ea EA	EA	2
Speculum Vag Disposable SM 10/bx	BX	1
Speculum Vag Disposable MED 10/bx	BX	1
Speculum Vag Disposable LRG 10/bx	BX	1
Sphygmomanometer Standatd Blue Child Ea	EA	1
Spill Kit	EA	3
Sponge Non-Sterile 2"x2" 4ply 200/Pk	PK	3
Sponge Sterile 2"x2" 2's 50/Pk	PK	3
Sponge, TruGauze Non Sterile 2"x2" 4ply 200/Pk	PK	3
Stadiometer Wall Mounted Ea	EA	1

staple removers (disposable)	EA	2
Steristrips	50/bx	1
Stethoscope (Littmann Lightweight II, Black)	EA	1
Sundry Jr Plas W/cvr Labeled (5 Jars)	EA	1
Surgeon Glove Size 7 50Pr/Bx	box	1
Surgical Tape, Durapore 1"x10yds 12/Bx	BX	2
Surgilube (KY Jelly) 144/box	BX	1
Surround Ankle w/ Air 10" Right EA	EA	2
Surround Ankle W/Air 10" LEFT EA	EA	2
Suture Nylon 5-0 DSM13 5-0 12/Bx	BX	1
Suture Removal Kit w/Scissors 4/Pack	PACK	5
Syringes Luer Lok Disp 10cc/ml 100/Bx	BX	1
Syringes Luer Lok Disp 20cc 25/Bx	BX	1
Syringes Luer Lok Disp 5cc 100/Bx	BX	1
Syringes w/Needle LL Disp 3cc 23gx1" 100/Bx	BX	1
System Illuminator Vaginal Ea	EA	1
Table Exam 204 Base Only	EA	1
Table Paper Smooth White 18"x225' 12RI/Ca	CASE	1
Tape Measure 72" Long Ea	EA	1
Test Tube Rack 48-16mm Ea	EA	1
Tetanus, diptheria tox Adsorbed, Adult, 10 doses	SDV	1
Tetracaine Ophthalmic Solution 0.5% 15ml/Bt	BT	1
Thermometer Covers Sheath Digital	BX	1
Thermometer Digital Welch Allyn	EA	1
Tongue Depressors Blades N/S Senior #10 100/Bx	BX	2
Towelettes w/BZK Bx	BX	1
Tuberculin PPD (Mantoux) 10 doses	MDV	1
Tylenol 500mg UD 50x2/box	Bx	1
UltraSense PF Nitrile Glove Large 100/Bx	BX	1
UltraSense PF Nitrile Glove Medium 100/Bx	BX	1
UltraSense PF Nitrile Glove Small 100/Bx	BX	1
Underpads	200/ca	1
Underpad 23x36 50/Bx	BX	1
Unna Boot 4" width	Ea	1
Urispec 11-Way 100/Bt	BT	1
Vaginal Specula Disposable Medium 25/Bx	BX	1
Vaginal Specula Disposable Small 25//Bx	BX	1
Verruca-Freeze 175 mL kit	EA	1
Washbasin	Ea	1
Wavicide	Gal/ea	1
Wavicide Indicator Strips	50/bt	1
Welch Allyn Audioscope	1	1
Wrist Brace Elastic Black X-Large Ea	EA	1
Wrist Brace Elastic Large Ea	EA	1
Wrist Brace Elastic Medium Ea	EA	1
Wrist Brace Elastic Small Ea	EA	1

LABS INCLUDED IN CAPITATED FEE

CPT Code	Test Description	CPT Code	Test Description
82570, 84156	24 HR TOTAL URINE PROTEIN	8,669,586,696	HSV 1/2 Herpesselect
86900, 86901	ABO GRP AND RH TYPE	87275, 87276	INFLUENZA A,B DFA
82040	ALBUMIN	83525	INSULIN
84075	ALKALINE PHOSPHATASE	83540, 83550	IRON, TOTAL, & IBC %, SAT
84460	ALT	83540	IRON, TOTAL
82150	AMYLASE	83615	LDH
86038	ANA W/RFX	83690	LIPASE
84450	AST	80061	LIPID PANEL
80048	BASIC METAB PNL	80061	LIPID Panel w/ Reflex DLDL
82248	BILIRUBIN,DIRECT	80178	LITHIUM
82247	BILIRUBIN, TOTAL	83002	LUTEINIZING HORMONE
84520	BUN	86618	LYME AB-WB CONFIRM
86304	CA125	83735	MAGNESIUM
82310	CALCIUM	82043	Microalbumin, urine without Cr
80156	CARBAMAZEPINE, TOTAL	82043, 82570	Microalbumin, urine w/Cr
82374	CARBON DIOXIDE	83887	Nicotine and Metaboloite, blood
86141	CARDIO CRP	80185	PHENYTOIN
85027	CBC	84100	PHOSPHOROUS
85025	CBC (DIFF/PLT)	84132	POTASSIUM
82378	CEA	84703	PREGNANCY TEST-SERUM/QUALITATIVE
87110	Chlamydia & GC Culture w/ reflex	84702	PREGNANCY TEST-SERUM/QUANITATIVE
82435	CHLORIDE	84144	PROGESTERONE
82465	CHOLESTEROL,TOTAL	84146	PROLACTIN
82550	CK, TOTAL	84155	PROTEIN, TOTAL
80053	COMP METAB PNL CMP	85610	PROTHROMBIN TIME WITH INR
84681	C-PEPTIDE	84153	PSA
82565	CREATININE W/EGFR	82310, 83970	PTH,INTACT & CALCIUM
86140	CRP	85730	PTT, ACTIVATED
87491, 87591	CT/NG DNA, SDA, w/ThinPrep	85045	RETICULOCYTE COUNT
87491, 87591	CT/NG SDA	86431	RHEUMATOID FACTOR
87070	CULTURE, AEROBIC BACTERIAL	86592	RPR MONITOR W/REFL
86200	CYCLIC CITRULINATED PEPTIDE AB IGG	86592	RPR(DX)REFL FTA
82627	DHEA-SULFATE	86762	RUBELLA IGG AB

CPT Code	Test Description	CPT Code	Test Description
80162	Digoxin Level	85652	Sed Rate
83721	Direct LDL	84295	Sodium
80051	Electrolyte Panel	84480	T3 Total
82670	ESTRADIOL	84479	T3 Uptake
82728	Ferritin	84481	T3 Free
82746	Folic Acid	84439	T4, free
83001	FSH	84436	T4, TOTAL
87070	GENITAL CULTURE	84403	TESTOSTERONE, TOTAL
82977	GGT	84402, 84403	TESTOSTERONE, FREE & TOTAL
82947	GLUCOSE	88142	THINPREP PAP W/OUT REFLEX
87081	GROUP A STREP CULTURE	88142, 87491, 87591, 87661	THINPREP W/REFLEX HPV
87081	GROUP B STREP CULTURE	88175	THINPREP W/COMP. ASSIST/REFLEX HPV
86677	H. Pylori IGA, Ab	87070	THROAT CULTURE (BACK-UP)
86677	H. Pylori IGg, Ab Qual	86800	THYROGLOBULIN AB
86677	H. Pylori IGM, Ab	86376	THYROID PEROXID AB
86677	H. Pylori IGG, Quant	84478	TRIGLYCERIDES
83718	HDL-CHOLESTEROL	84443	TSH
85014	HEMATOCRIT	84443	TSH W/ REFLEX T-4, FREE
85018	HEMOGLOBIN	81001	UA COMPLETE (dip and microscopic)
83036	HEMOGLOBIN A1C	81001	UA COMPLETE (REFLEX TO CULTURE)
86705	HEP B CORE IGM AB	81003	UA, DIPSTICK (reflex to microscopic)
86317	HEP B SURFACE AB QN	81005	URIC ACID
86706	HEP B SURFACE ANITBODY	81003	URINALYSIS, MACROSCOPIC
87340	HEP B SURFACE ANTIGEN	87086	URINE CULTURE (ROUTINE)
86803	HEP C ANTIBODY	80164	VALPROIC ACID
80076	HEPATIC FUNCTION PANEL	8370184478	VAP Cholesterol Test
86709	HEPATITIS A, TOTAL	82306	VIT D 25OH LC/MS/MS
86704	HEPATITIS B CORE ANTIBODY	82607	VITAMIN B12
80074	HEPATITIS PANEL ACUTE	82607, 82746	VIT B12/FOLATE, SERUM
86308	HETEROPHILE, MONO SCREEN	82652	VITAMIN D, 1,25 DIHYDROXY
86701	HIV	82652	VITAMIN D, 1,25
87624	HPV, DNA, AMP PROBE	87070, 87075, 87205	WOUND CULTURE, A&A W/ GRAM STAIN

EXHIBIT "B"

CLINICIAN CLINIC

Clinic(s) shall be opened at the location(s) and for the number of operating hours at each location as described in the table below.

Clinic Name	City, State	Number of Hours of Clinic Operation Per Week
The City of Round Rock	Round Rock, TX	40 hours per week

If the clinic is normally scheduled on the following holidays, please know that it will be closed: New Years, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas.

The clinic will be closed the following
in any given 52-week period:

2 Weeks for Vacation
1 Week for Continuing Education

*Healthstat can provide coverage for additional absences occasioned by clinic staff for an agreed upon "fill-in" rate.

*Each four (4) hours of clinic time requires thirty (30) minutes of administrative time for each diagnosing and treating staff member. The administrative time is included in the above table.

EXHIBIT "C"

SERVICE COST

(COSTS ON THE FOLLOWING PAGE)

City of Round Rock, TX - Healthstat 2018 Fee

Current Service/Staffing Offering	Monthly	Annually
1/1/2018 - 12/31/2018	\$59,729.35	\$716,752.20
Effective 1/1/2019-3/31/2019	\$67,025.00	\$804,300.00

Assumptions:

1. Pricing is flat rate and independent of participants. The total annual fees will be invoiced 1/12 each month.
2. Consult Exhibit A regarding what is included in the capitated rate and the rates for items falling outside the covered Scope of Services.

EXHIBIT "D"

FORM OF BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective January 1, 2018 (the "Effective Date") between **City of Round Rock group health plan** ("Covered Entity"), and **Healthstat, Inc.** ("Business Associate"). The parties referenced above may be referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, the Parties wish to enter into or have entered into an agreement whereby Business Associate will provide certain healthcare services to Covered Entity ("Services Agreement");

WHEREAS, pursuant to such Services Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Business Associate may have access to Protected Health Information and Electronic Protected Health Information (each as defined below) in fulfilling its responsibilities and obligations under such Services Agreement;

WHEREAS, HIPAA establishes certain obligations for a covered entity under regulations known as the Privacy Rules ("Privacy Rules") and the Security Rules ("Security Rules") when a business associate has access to Protected Health Information and Electronic Protected Health Information of the Covered Entity;

WHEREAS, Title XII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health ("HITECH") of the American Recovery and Reinvestment Act of 2009" expand on the mandates of the Privacy Rules and the Security Rules (all references herein to the Privacy Rules and the Security Rules are deemed to include all amendments to such rule contained in HITECH and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into this Agreement in order to comply with HIPAA's Privacy Rules and Security Rules.

AGREEMENT

THEREFORE, in consideration of the Parties' continuing obligations under the Services Agreement, and compliance with HIPAA's Privacy Rules and Security Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy and Security Rules and to protect the interests of the Parties.

DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Agreement shall have the definitions set forth in the HIPAA Privacy and Security Rules (collectively, the "Rules"). In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Rules, as amended, the applicable provisions of the Rules shall control. Where provisions of this Agreement are different than those mandated in the Rules, but are nonetheless permitted by the Rules, the provisions of this Agreement shall control.

The term "Protected Health Information" shall be referred to in this Agreement as "PHI" and means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present or future physical or mental health or condition of an individual; the provision of health

care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information may be used to identify the individual. "Electronic Protected Health Information" shall be referred to in this Agreement as "EPHI" and means PHI that is transmitted by or maintained in electronic media.

Business Associate acknowledges and agrees that all PHI and EPHI that is created or received by Covered Entity and maintained, disclosed, transmitted or otherwise made available in any form, including paper record, oral communication, audio recording, and electronic media by Covered Entity or its operating units to Business Associate or is created, received, maintained or transmitted by Business Associate on Covered Entity's behalf is the property of the Covered Entity and shall be subject to this Agreement. Notwithstanding the above, Covered Entity acknowledges and agrees that certain services provided under the Services Agreement involve the delivery of health care services, in which capacity Business Associate is a separate "covered entity." Therefore, the terms of this Agreement apply only when Business Associate is acting in its role as a "business associate" to Covered Entity. When Business Associate is acting in its role as health care provider and not a "business associate" to Covered Entity, the terms of this Agreement do not apply and Business Associate shall be the owners of all such PHI and EPHI.

PERMITTED USES OF PHI AND EPHI BY BUSINESS ASSOCIATE

Business Associate is only authorized to use or disclose PHI and EPHI as set forth in this Agreement. All other uses or disclosures of PHI and EPHI are prohibited. Business Associate agrees to use or disclose PHI or EPHI solely:

- (1) For fulfilling its obligations as set forth in the Services Agreement, or any other agreement evidencing the business relationship between the Covered Entity and the Business Associate, provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity.
- (2) As required by applicable law, rule or regulation.
- (3) As otherwise expressly permitted under this Agreement or the Services Agreement.
- (4) If necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; provided that, as to any such disclosure, the following requirements are met:
 - (a) the disclosure is required by law; or
 - (b) Business Associate obtains reasonable written assurances from the person to whom the information is disclosed that (1) 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 (2) the person notifies Business Associate of any instances in which the confidentiality of the information has been breached.
- (5) For data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of PHI or EPHI by Business Associate with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (6) In a manner consistent with Covered Entity's minimum necessary policies and procedures. Business Associate will request, use and disclose (including to its workforce, contractors, subcontractors, or agents) the minimum PHI necessary to perform or fulfill its function or to comply with its duties under the Services Agreement.

Business Associate acknowledges and agrees that any use or disclosure of PHI by Business Associate not expressly permitted under the Services Agreement or this Agreement is prohibited.

DUTIES OF THE BUSINESS ASSOCIATE

The Business Associate represents and agrees to perform the following duties:

- (1) Not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- (2) Implement and enforce appropriate safeguards to detect and to prevent the use or disclosure of PHI and EPHI other than as permitted in this Agreement. This shall include, but not be limited to, taking reasonable steps to ensure that its employees' and agents' actions or omissions do not cause Business Associate to breach the terms of this Agreement. With specific regard to EPHI, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity. Business Associate shall de-identify all PHI and EPHI as directed by HIPAA prior to taking it off-site, to the extent Business Associate does not require such PHI and EPHI to perform its functions, activities or services on behalf of Covered Entity. Business Associate will comply, pursuant to HITECH and its implementing regulations, with all applicable requirements of the Security Rule contained in 45 CFR §§164.308, 164.310, 164.312 and 164.316 at such time as the requirements are applicable to Business Associate.
- (3) Ensure that its agents, including subcontractors, to whom it provides PHI and EPHI agree in writing to the same restrictions and conditions that apply to Business Associate under this Agreement and agree to implement reasonable and appropriate safeguards to protect such PHI and EPHI.
- (4) Allow the Secretary of Health and Human Services ("Secretary") and the Covered Entity the right to audit Business Associate's internal records and practices related to the use and disclosure of PHI and EPHI to ensure Covered Entity is in compliance with HIPAA. Business Associate shall fully cooperate with the Secretary in this audit. Business Associate shall also provide Covered Entity with a full copy of the information made available under this provision.
- (5) Make PHI and EPHI available to the Covered Entity in response to an individual's request for access to PHI as required by 45 CFR § 164.524.
- (6) Make PHI and EPHI available as directed by the Covered Entity for amendment and incorporate any amendments as directed by the Covered Entity and as required by 45 CFR § 164.526.
- (7) Document such disclosures of PHI and EPHI and information related to such disclosures as would be required to respond to a request by an individual for an accounting of disclosures of PHI under 45 CFR § 164.528 of HIPAA.
- (8)
 - (a) Advise Covered Entity if any use or disclosure of PHI or EPHI by Business Associate, its employees, agents or subcontractors did not comply with the terms of this Agreement.
 - (b) Report to Covered Entity any "Security Incident" of which it becomes aware, as such term is defined in the security regulations of the HIPAA Privacy and Security Rule. Provided, the Parties agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no other additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service attacks that do not result in a server being taken offline, and any combination of the above, so long as no such incident results in any of the following: (i) unauthorized access, Use, Disclosure, modification, or destruction of PHI; (ii) modifications to Business Associate's security policies or procedures; (iii) modifications to Business Associate's safeguarding measures; (iv) interference with Business Associate's operations; or (v) interference with Business Associate's information system.
 - (c) Following the discovery of a Breach of Unsecured PHI, as such terms are defined in the security regulations of the HIPAA Privacy and Security Rule, notify Covered Entity of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered by

Business Associate as of the first day on which such Breach is known to Business Associate. Business Associate will provide such notification to Covered Entity without unreasonable delay and in no event later than sixty (60) calendar days after the discovery of the Breach. Such notification will contain the elements required in 45 CFR §164.410.

- (d) The parties will work together to conduct a risk assessment and determine if there is a Breach requiring notification under 45 CFR § 164.404. If notification is required, the parties will cooperate in issuing any required notices and will comply with the notification requirements under 45 CFR § 164.410. Business Associate will notify Covered Entity prior to making any notification of breaches relating to Covered Entity's PHI.

These duties are in addition to any duties that Business Associate may have directly under HIPAA for breach notification.

- (9) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an improper or unauthorized use or disclosure of PHI or EPHI, provided that, Business Associate shall notify Covered Entity of its mitigation efforts.
- (10) To the extent Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (11) Make its policies, procedures, and documentation available to the Secretary of the U.S. Department of Health and Human Services, and, at Covered Entity's request, to the Covered Entity, for purposes of the Secretary determining compliance with the HIPAA Privacy and Security Rules.

Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act.

TERM AND TERMINATION

- (1) Term. The term of this Agreement shall be effective as of the Effective Date, and shall terminate upon the termination of the Services Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in Subsection 2(b) below, whichever is sooner.
- (2) Termination rights. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, notwithstanding anything in this Agreement or the Services Agreement to the contrary, Covered Entity shall have the right to either:
 - (a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (b) Immediately terminate this Agreement and the Services Agreement.

RETURN OR DESTRUCTION OF PHI AND EPHI

Upon termination of this Agreement, the Services Agreement or upon request of Covered Entity, whichever occurs first, Business Associate will, if feasible, return or destroy all PHI and EPHI received from or created by Business Associate on behalf of Covered Entity. Business Associate shall return to Covered Entity or destroy all PHI and EPHI in any form and retain no copies.

If return or destruction of the PHI and EPHI is not feasible, then Business Associate shall:

- (1) Retain only that PHI and EPHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (2) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI and EPHI

- that Business Associate still maintains in any form;
- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the PHI, other than as provided for in this subsection, for as long as Business Associate retains the PHI;
 - (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and
 - (5) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

MISCELLANEOUS

- (1) Restriction of Rights. Except as expressly stated herein or in HIPAA, the Parties do not intend to create any rights in any third parties.
- (2) Survival. The obligations of Business Associate under this Agreement shall survive the expiration, termination or cancellation of this Agreement, the Services Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors and assigns as set forth herein.
- (3) Entire Agreement; Amendment. This Agreement supersedes all agreements previously made between the parties relating to its subject matter, including but not limited to any previously executed business associate agreements. There are no other understandings or agreements between them. This Agreement may be amended or modified only in a writing signed by the Parties. Notwithstanding the foregoing, the Parties agree that this Agreement shall amend automatically to comply with any changes in the regulations and legislation governing HIPAA and to comply with any other relevant state or federal law, and shall incorporate all such changes without the need for a writing signed by the Parties.
- (4) Non-assignment. No party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party.
- (5) Relationship. None of the provisions of this Agreement are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
- (6) Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- (7) Controlling Terms. The Parties agree that, in the event that any documentation of the agreement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of PHI and EPHI that are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. Otherwise, the terms of this Agreement shall control.
- (8) Minimum Standards. This Agreement is intended to establish the minimum requirements regarding Business Associate's use, protection and disclosure of PHI and EPHI.
- (9) Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of HIPAA, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address such concern in good faith and amend the terms of this Agreement if necessary to bring it into compliance with HIPAA. If, after such thirty (30) day period, the Agreement fails to comply with HIPAA, then either party has the right to terminate upon written notice to the other party.

- (10) Governing Law. To the extent not pre-empted by federal law, this Agreement will be governed by the laws of the State of Texas.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

CITY OF ROUND ROCK, GROUP

HEALTH PLAN

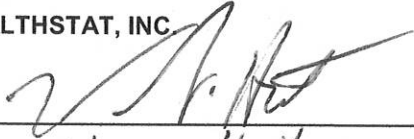
By: _____

Name: _____

Title: _____

BUSINESS ASSOCIATE:

HEALTHSTAT, INC.

By:  _____

Name: Warren Hutter

Title: COO + Ex V.P.

EXHIBIT “E”

Electronic Data Sharing

Following are the elements the employer is required to provide to Healthstat as described in this Agreement.

Demographic Data File Requirements

Below are the general guidelines for creating two separate files for all eligible employees and for all eligible dependents in the program. A dependent file is not necessary if dependents are not eligible for the program.

1. Create a tab-delimited text file or an Excel workbook file with the fields in the indicated order. Please use the column header names exactly as specified.
2. Populate all required fields, even if the value is the same for all records – e.g. “CompanyName,” “PlantName,” or “PlantLocation.”
3. For optional fields that will not be populated, include the empty column(s) with the column header(s).
4. Please format data fields as indicated, using only alphanumeric characters, numbers, or numbers plus the special characters listed in the Field Format specified. For example, do not use parentheses in the “Hphone” and “Wphone” columns. Do not use hyphens in the “DOB,” “HireDate,” and “TermDate” columns.
5. Send complete files monthly through your secured email site or Ftp/SFTP connection. Healthstat would be happy to set you up an account on our SFTP server. If this is your preference please send an email request to data@Healthstatinc.com.

File naming conventions and field definitions follow.

I. Employee File:

Description	Comment	Requirement	Field Format
CompanyName	Company Name	Required	Alphanumeric Max Size: 50 characters
LastName	Employee Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Employee First Name	Required	Alpha Characters Max Size: 50 characters
MiddleName	Employee Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Employee Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
SSN	Employee Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
DOB	Employee Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Employee Gender	Required	M or F Max Size: 1 character
PositionStatus	Current Employee Status	Required	Alpha from list: Active, Cobra, Layoff, Leave, NoClinic, Other, Retired, Temporary, Terminated Only

Description	Comment	Requirement	Field Format
			Max Size: 15 characters
Address1	Employee Home Address Line 1	Required	Alphanumeric Max Size: 50 characters
Address2	Employee Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Employee City	Required	Alphanumeric Max Size: 50 characters
State	Employee State	Required	Alphanumeric Max Size: 2 characters
Zip	Employee Zip Code	Required	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Hphone	Employee Home Telephone Number	Required	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
Wphone	Employee Work Telephone Number	Optional	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
PlantName	Plant Number or Name of Employee's Work Location	Required	Alphanumeric Max Size: 50 characters
PlantLocation	City of Employee's Plant/Work Location	Required	Alphanumeric Max Size: 50 characters
HireDate	Employee Date of Hire	Required	Alphanumeric (numbers & slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
TermDate	Date of Employee Termination	Required (if Position Status = Terminated)	Alphanumeric (numbers & slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
CustomerMemberID	Employee's unique insurance identifier # if other than SSN #	Optional* (*if = SSN)	Alphanumeric Max Size: 15 characters
CustomerEmployeeID	Employee's unique identifier # within the company	Optional	Alphanumeric Max Size: 15 characters

InsPlanElectionCode	Insurance Plan Election	Optional	Alphanumeric MaxSize: 10
HomeWorker	Remote Employee Indicator	Optional	Alpha Y or N Max Size: 1
Wellness	Enrolled in Wellness Program	Optional	Alphanumeric Max size: 25

II. Dependent File:

Description	Comment	Requirement	Field Format
CompanyName	Company Name	Required	Alphanumeric Max Size: 50 characters
LastName	Dependent Last Name	Required	Alpha Characters, do not include suffix Max Size: 50 characters
FirstName	Dependent First Name	Required	Alpha Characters Max Size: 50 characters

Description	Comment	Requirement	Field Format
MiddleName	Dependent Middle Name or Initial	Optional	Alpha Characters Max Size: 50 characters
Suffix	Dependent Name Suffix	Optional	Alphanumeric Max Size: 10 characters (ex: Jr, Sr, II, III, 2nd)
SSN	Dependent Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
DOB	Dependent Date of Birth	Required	Alphanumeric (numbers and slashes only) Max Size: 10 Characters (mm/dd/yyyy ex: 01/21/1956)
Gender	Dependent Gender	Required	M or F Max Size: 1 character
RelationCode	Relationship To Employee	Required	Alphanumeric Max Size: 10 characters (Spouse, Child, or Other)
RespPartySSN	Employee's Social Security Number	Required	Alphanumeric (numbers and hyphens only) Max Size: 15 characters (ex: 123-45-6789)
RespPartyEmployeeID	Employee's unique EmployeeID	Optional (unless EmployeeID is key identifier)	Alphanumeric Max Size: 15 characters
RespPartyMemberID	Employee's unique MemberID	Optional (unless MemberID is key identifier)	Alphanumeric Max Size: 15 characters
Address1	Dependent Home Address Line 1	Optional if same as employee	Alphanumeric Max Size: 50 characters
Address2	Dependent Home Address Line 2	Optional	Alphanumeric Max Size: 50 characters
City	Dependent City	Optional if same as employee	Alphanumeric Max Size: 50 characters
State	Dependent State	Optional if same as employee	Alphanumeric Max Size: 2 characters
Zip	Dependent Zip Code	Optional if same as employee	Alphanumeric (numbers and hyphen only, 5 or 9 digit zip codes) Max Size: 10 characters (ex: 12345 or 12345-6789)
Hphone	Dependent Home Telephone Number	Optional if same as employee	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
Wphone	Dependent Work Telephone Number	Optional	Alphanumeric (numbers, '-', 'x' if extension) Max Size: 50 characters (ex: 123-456-7890 x1234)
CustomerMemberID	Dependent's unique insurance identifier # if other than SSN #	Optional* (*if = SSN)	Alphanumeric Max Size: 15 characters

Claims Data File Required Elements

Claims data files should be fixed-length text files. Headers are not allowed. If delimited files are used instead, a column header record is required. Please send documentation of your [file layout](#) and any definitions/descriptions/formulas. Data should be in [HIPAA-compliant](#) format wherever possible.

I. Medical and Pharmacy Claims File:

Healthstat Medical Claims Fields Requested		
Please include your file layout and any definitions/descriptions. Data should be in HIPAA-compliant format wherever possible.		
Description	Comment	Requirement
Group Number		Required
Subgroup Number		Optional
Claim Number		Required
Service Sequence number	Line number for claim lines that belong to the same claim number	Required
Paid Date	MM/DD/YYYY - Critical	Required
Beginning Date of Service	Admit Date MM/DD/YYYY	Required
Ending Date of Service	Discharge Date MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Claim Begin Date	MM/DD/YYYY	Optional
Claim End Date	MM/DD/YYYY	Optional
Patient's SSN	Other term for Patient is Claimant	Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, and Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
In/Out Flag	I-Inpatient; O-Outpatient; P-Professional (physician-related)	Optional

Place of Service Code	*Please provide a separate list of place of service codes and descriptions if description is not included in file.	Required*
Service Type Code	*Please provide a separate list of service type codes and descriptions if description is not included in file. These are high-level descriptions of the service such as HEMODIALYSIS, SURGERY, MATERNITY, ANESTHESIA, X-RAY (DIAGNOSTIC), AND MEDICAL CARE (INPATIENT & OUTPATIENT). Details are provided in the CPT4 procedure codes.	Optional
Procedure Code	CPT4 Procedure Code	Required
Procedure Modifier	Standard CPT4 Modifier	Optional
UB92 Revenue Code	UB92 FL42	Optional
Primary Diagnosis Code	ICD9 Diagnosis Codes	Required

Medical and Pharmacy Claims File continued. . .

Secondary Diagnosis Code		Optional
Tertiary Diagnosis Code		Optional
Quaternary Diagnosis Code		Optional
DRG (Diagnosis Related Group)		Optional
ICD9 Procedure Code	Standard ICD9 Procedure Code (different from CPT4 Codes)	Optional
UB92 Bill Type	UB92 FL4 (e.g. 111, 121, 131)	Optional
Amount Requested	Amount Requested by the pharmacy	Optional
Amount Allowed	Amount Allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Claim Type	Drug, Dental, Vision, or Medical	Required
Provider Number (Rendering Provider)	The unique number used by the carrier to identify each provider. This may be an internal identifier or a national identifier. *At least one of the following four national IDs is also required. If it is not included in this file, then a cross-reference file must also be provided.	Required
Provider NPI	NPI number for provider	Required*
Provider UPIN	Unique Physician Identification Number	Required*
Provider DEA Number		Required*
Provider Tax ID Number		Required*
Provider Type	These are high-level descriptions of the specialty such as OPTOMETRIST, DENTAL GROUP, MD, PHYSICAL THERAPIST, HOSPICE NURSE, and URGENT CARE/CLINIC/GROUP.	Optional
Provider Specialty Code	*Please provide a separate list of provider specialty codes and descriptions if description is not included in file.	Required
Provider First Name	* Please send if available	Optional*
Provider Last Name	* Please send if available	Optional*
Provider Suffix		Optional
Provider Address 1		Optional
Provider Address 2		Optional
Provider City		Optional
Provider State		Optional
Provider Zip Code		Optional

Additional Data Fields Requested for Rx Claims

Pharmacy Number	Optional
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National Drug Code	NDC	Required
Drug Name		Required
Ordering Physician	DEA number of prescribing physician	Optional
Drug Quantity		Required
Generic Indicator		Required
Days Supply		Required

II. Medical Claims File Only:

Healthstat Medical Claims Fields Requested

Please include your file layout and any definitions/descriptions.
Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Optional
Claim Number		Required
Service Sequence number	Line number for claim lines that belong to the same claim number	Required
Paid Date	MM/DD/YYYY - Critical	Required
Beginning Date of Service	Admit Date MM/DD/YYYY	Required
Ending Date of Service	Discharge Date MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Claim Begin Date	MM/DD/YYYY	Optional
Claim End Date	MM/DD/YYYY	Optional
Patient's SSN	Other term for Patient is Claimant	Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, and Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional

In/Out Flag	I-Inpatient; O-Outpatient; P-Professional (physician-related)	Optional
Place of Service Code	*Please provide a separate list of place of service codes and descriptions if description is not included in file.	Required*
Service Type Code	*Please provide a separate list of service type codes and descriptions if description is not included in file. These are high-level descriptions of the service such as HEMODIALYSIS, SURGERY, MATERNITY, ANESTHESIA, X-RAY (DIAGNOSTIC), AND MEDICAL CARE (INPATIENT & OUTPATIENT). Details are provided in the CPT4 procedure codes.	Optional
Procedure Code	CPT4 Procedure Code	Required
Procedure Modifier	Standard CPT4 Modifier	Optional
UB92 Revenue Code	UB92 FL42	Optional
Primary Diagnosis Code	ICD9 Diagnosis Codes	Required

Medical Claims File Only continued. . .

Secondary Diagnosis Code		Optional
Tertiary Diagnosis Code		Optional
Quaternary Diagnosis Code		Optional
DRG (Diagnosis Related Group)		Optional
ICD9 Procedure Code	Standard ICD9 Procedure Code (different from CPT4 Codes)	Optional
UB92 Bill Type	UB92 FL4 (e.g. 111, 121, 131)	Optional
Amount Requested	Amount Requested by the pharmacy	Optional
Amount Allowed	Amount Allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Claim Type	Drug, Dental, Vision, or Medical	Required
Provider Number (Rendering Provider)	The unique number used by the carrier to identify each provider. This may be an internal identifier or a national identifier. *At least one of the following four national IDs is also required. If it is not included in this file, then a cross-reference file must also be provided.	Required
Provider NPI	NPI number for provider	Required*
Provider UPIN	Unique Physician Identification Number	Required*
Provider DEA Number		Required*
Provider Tax ID Number		Required*
Provider Type	These are high-level descriptions of the specialty such as OPTOMETRIST, DENTAL GROUP, MD, PHYSICAL THERAPIST, HOSPICE NURSE, and URGENT CARE/CLINIC/GROUP.	Optional
Provider Specialty Code	*Please provide a separate list of provider specialty codes and descriptions if description is not included in file.	Required
Provider First Name	* Please send if available	Optional*
Provider Last Name	* Please send if available	Optional*
Provider Suffix		Optional
Provider Address 1		Optional
Provider Address 2		Optional
Provider City		Optional
Provider State		Optional
Provider Zip Code		Optional

III. Pharmacy Claims File Only:

Healthstat Rx Claims Fields Requested

Please include your file layout and any definitions/descriptions.

Data should be in HIPAA-compliant format wherever possible.

Description	Comment	Requirement
Group Number		Required
Subgroup Number		Optional
Rx Claim Number		Required
Prescription Sequence	Line number for claim lines that belong to the same claim number - required if used	Required
Paid Date	MM/DD/YYYY - Critical	Required
Date of service / Date Prescription Filled	MM/DD/YYYY	Required
Process Date	MM/DD/YYYY	Optional
Patient's SSN		Required
Patient's Last Name		Required
Patient's First Name		Required
Patient's Middle Name		Optional
Patient's Gender		Required
Patient's Date of Birth	MM/DD/YYYY	Required
Patient's City		Optional
Patient's State		Optional
Patient's Zip Code		Optional
Patient Relationship to Policy Holder	Employee, Spouse, or Dependent	Required
Dependent Suffix	Code to identify uniquely each member on the policy. Sometimes called Dependent Number or Person Code. A typical code would be "01" for the policy holder, "02" for the spouse, and "03" and higher for children.	Required
Policy Holder Number	This must be the identifier included in the Healthstat demographic file for matching claims data to the policy holder. This ID may be the SSN, but it may be the insurance carrier's internal member ID or the company's employee ID. Other terms for Policy Holder are Subscriber, Insured, Employee.	Required
Policy Holder's SSN	Required in addition to Policy Holder Number	Required
Policy Holder's Last Name		Required
Policy Holder's First Name		Required
Policy Holder's Gender		Required
Policy Holder's Date of Birth	MM/DD/YYYY	Required
Policy Holder's Zip Code		Optional
Pharmacy Number		Optional
National Drug Code	NDC	Required
Drug Name		Required
Ordering Physician	DEA number of prescribing physician	Optional
Drug Quantity		Required
Generic Indicator		Required
Days Supply		Required
Amount Requested	Amount requested by the pharmacy	Optional

Amount Allowed	Amount allowed under the plan	Required
Paid Amount	Amount paid by the plan	Required
Primary Diagnosis Code	ICD9 Diagnosis Codes	Optional

*Claims data cannot be processed unless the demographic data files and any claims files contain *the same* unique identifier for each covered member, including dependents.

When Healthstat submits claims for reporting purposes:

In the event the Claims Payor for Employer (TPA or Insurance Carrier) does not use the same unique identifier as Employer to identify each plan member, the Claims Payor must provide a cross reference file which connects each plan member on the Employer demographic file. This may be at an additional cost to Employer.