



EXHIBIT "A"

CLINIC SERVICE AGREEMENT

THIS CLINIC SERVICE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2018, but effective as of _____ 2018 ("Effective Date") by and between **CareATC, Inc.**, an Oklahoma corporation ("CATC") and **City of Round Rock**, a Texas home-rule municipality ("City"), in its capacity as Plan Administrator of City's Health Care Plan. Together CATC and City may be referred to as the "Parties."

WHEREFORE, CATC is a vendor that provides Covered Services as that term is defined in Exhibit A through medical clinics to employers for the benefit of employees and other eligible participants (collectively, "Clinic Eligible Participants"). CATC has proprietary processes and services that reduce plan healthcare costs and improves overall health of its patients.

WHEREFORE, City is an employer that offers its employees access to a City-owned medical clinic to obtain certain Covered Services and to reduce plan healthcare costs and to improve overall health of its employees. City acknowledges that the success and effectiveness of the Covered Services offered by CATC is greatly dependent upon the support and assistance City provides regarding educating and participation of City's workforce, allowing sufficient clinic hours of operations and providing suitable premises for a clinic.

WHEREFORE, "Plan Administrator" is an individual(s) that oversees the operation of City's employee benefit plans (the "Plan"). Under ERISA and HIPAA, the Plan is a separate entity, distinct from City. Plan Administrator determines questions of eligibility for the Plan and interprets the terms of the Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, City and CATC hereby agree as follows:

1. Scope of Work

- a. CATC shall perform the services designated on Exhibit A, incorporated herein by reference and attached hereto for all purposes. The services designated are collectively referred to throughout this Agreement as "Covered Services". The Covered Services will be provided at the location(s) listed on Exhibit A (collectively the "Clinic"). The Clinic may be staffed with the following: physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants or other medical support staff (collectively, "Health Professionals"). The Clinic shall staff at minimum one physician assistant or nurse practitioner; two medical assistants and one supervising physician.
- b. The Clinic will be available to those Clinic Eligible Participants that are designated as eligible to have access to the Clinic by Plan Administrator and/or City and who are communicated to CATC as being eligible by Plan Administrator and/or City. Clinic Eligible Participants will not be required to use the Clinic, or any service provided by CATC; provided, however, City may use increased medical insurance contributions, co-pays and other incentives, as it sees fit as permitted by law, to encourage the Clinic Eligible Participants' use of the Covered Services.
- c. CATC may furnish a temporary Health Professional to perform Covered Services when the permanent Health Professional is unavailable. Temporary coverage shall be considered a period not to exceed ninety (90) days. CATC may replace an existing Health Professional on a permanent basis to perform Covered Services following notification to City and approval by the City.
- d. The Clinic and Health Professionals who staff the Clinic are Covered Entities for purposes of HIPAA. Consequently, Protected Health Information ("PHI") pertaining to the Clinic Eligible Participants may be released by the Clinic to Plan Administrator or other entity as directed by the Plan Administrator if allowed under HIPAA for purposes of treatment, payment or healthcare operations.
- e. The Parties may not expand the scope of work in accordance with this Agreement as reflected on Exhibit A without the express written agreement of the parties.

2. Fees

City agrees to pay CATC in accordance with the fee schedule described in Exhibit B to this Agreement, incorporated herein by reference and attached hereto for all purposes.

3. Rate and Performance Guarantee

The Fees set forth in Exhibit B shall remain in effect for the initial term of this Agreement. Commencing with the third renewal of the Agreement, CATC may request a fee increase annually at a rate determined by the US Bureau of Labor Statistics-Medical Care Services Index and thereafter on an annualized basis. The City reserves the right to either accept the escalation, negotiate an escalation or terminate the Agreement if a mutually agreed upon escalation cannot be reached.

The performance guarantees set forth in Exhibit B shall remain in effect for the initial term of this Agreement and any subsequent renewals after any mutually agreed upon adjustments are made.

4. Term and Termination

The term of this Agreement is one (1) year from the Effective Date ("Initial Term"). This Agreement will automatically renew for four successive one (1)-year terms beginning after the expiration of the Initial Term.

Either Party may terminate this Agreement without cause after the Initial Term or any subsequent renewal term by providing the other party with written notice of their intent not to renew the Agreement at least ninety (90) days prior to current Expiration Date.

If this Agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, CATC acknowledges and agrees that pursuant to the applicable state law, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds to fulfill the requirements of this agreement. If the City fails to appropriate sufficient monies to provide for payments under this agreement,



then this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

In the event this Agreement is terminated, CATC agrees to transfer to a new vendor, the electronic medical records for each eligible plan participant that executes a consent authorizing the transfer. The patient consent must include the specific medical information to be transferred, who the medical information is being transferred to and comply with all other HIPAA requirements then in place.

5. Breach and Remedies

If a Party commits a breach of this Agreement, the non-breaching Party may provide written notice of the breach to the breaching Party. Upon such notice, the non-breaching Party must provide an opportunity to cure such breach within thirty (30) days. If the breaching Party fails to fully cure its breach within such thirty (30) day period, the non-breaching Party may terminate this Agreement for cause, upon thirty (30) days written notice.

6. CATC Responsibilities

- a. CATC shall obtain [or has obtained] all licenses and permits necessary to provide the Covered Services under this Agreement.
- b. CATC shall purchase supplies and equipment that are commonly needed for the operation of the Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies and standard laboratory services. CATC will ensure that a regular inventory of all supplies is maintained. CATC will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to City.
- c. CATC will arrange for lab services, including courier pick-up.
- d. CATC will arrange for the pickup and disposal of medical waste.
- e. CATC will provide City and/or Plan Administrator with the reports described below. Any reports containing participant information will be de-identified before being provided.
 - i. Reports given from the electronic medical records system for established reporting periods including but are not limited to, chronic disease management, Clinic utilization, and aggregate health trends.
 - ii. Medication usage report.
 - iii. Patient satisfaction reports.
- f. CATC will provide Clinic Eligible Participants who participate in the Personal Health Assessment ("PHA") program with an individual PHA report and access to electronic individual reports via the CATC mobile app and secure Internet City Portal. These individual PHA reports will not be available to City and/or Plan Administrator unless the participant signs a patient consent authorizing CATC to provide access to them.
- g. CATC will contract with "Health Professional(s)" to provide services to City at the Clinic. Health Professionals will be subject to the following terms per his/her agreement:
 - i. Have the right to determine his/her own means and methods of providing Covered Services with oversight

and quality control functions performed by CATC's Medical Director, Physician Leadership Group and Medical Executive Committee.

- ii. Will be required to give due consideration to making referrals made for additional medical care to health providers identified by City as "in network" for purposes of a health plan. Health Professionals may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable factors.
 - iii. Will not bill or otherwise solicit payment from Clinic Eligible Participants, their dependents, City, or City insurers or benefit plans, for the Covered Services provided in the Clinic.
 - iv. Will be required to comply with applicable laws and regulations with respect to the Covered Services.
 - v. Will be required to provide Covered Services in a professional manner consistent with Medical Services provided in the community.
- h. CATC will require any Health Professionals performing services at the Clinic to meet the following requirements:
- i. Maintain a license to practice medicine in the State in which the Clinic is located without limitation, restriction or suspension;
 - ii. The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency registration;
 - iii. Good standing with his/her profession and state professional association; and
 - iv. The absence of any conviction of a felony.
 - v. Be of no relation to any City employee.
 - vi. Be approved by the City.
- i. CATC will appoint a Director of Client/Clinic Services (DCS) to be responsible for managing CATC's relationship with City and overseeing operations of the Clinic. The DCS and their staff will be available to CITY to review and discuss any issues with operations of the Clinic or with this Agreement.

7. City Responsibilities

- a. City will provide the Clinic a space in accordance with the standard technical and facility specifications listed in Exhibit C, incorporated herein by reference and attached hereto for all purposes. CATC reserves the right to make changes to the facility as required by applicable laws, regulations and standards; provided that the parties shall discuss and agree upon any such changes in good faith and City shall have a reasonable period of time to implement any modifications to the Premises required by such changes. CATC will communicate any changes to the standards prior to the effective date of change.
- b. City and/or Plan Administrator shall create a list of eligibility requirements for use of the Clinic and shall provide CATC with a list of Clinic Eligible Participants and their social security numbers on a monthly basis. Clinic Eligible Participants



submitted without their social security number will not be added until it has been provided.

- c. City and/or Plan Administrator shall communicate the existence of the Clinic, the hours and location and a list of Covered Services to all Clinic Eligible Participants.
- d. City and/or Plan Administrator shall determine how the Clinic and the provision of Covered Services are to be integrated with the Plan. Plan Administrator and/or City is responsible for amending the terms of the Plan, as necessary; amending their employee handbook or any other statement of corporate policies, as necessary; and/or establishing a separate medical plan. In doing so, City and/or Plan Administrator are responsible for following all ERISA and other applicable laws.
- e. City and/or Plan Administrator shall communicate any changes to and/or the creation of any benefit plans and/or corporate policies to Clinic Eligible Participants and City employees that result from the execution of this Agreement. City and/or Plan Administrator will also communicate to CATC any changes to and/or the creation of any benefit plans and/or corporate policies impacting the Covered Services.
- f. City acknowledges that CATC has developed a set of standard clinic operational policies in order to maintain AAAHC (Accreditation Association for Ambulatory Health Care) accreditation of the Clinic and City agrees to support and adhere to those standard policies including maintaining a non-smoking Clinic.
- g. City and/or Plan Administrator will not discriminate with regards to eligibility 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.

8. Electronic Data Sharing

CATC and City agree to work together to share electronic medical data in a HIPAA compliant manner to assist each other in population health management of the Clinic Eligible Participants. City will enter into a Business Associate Agreement with CATC (CATC as Business Associate) to allow CATC to review claims data for all Clinic Eligible Participants regardless of whether they utilize the Clinic (in which instance CATC is a business associate) for purposes of population health management.

City shall instruct each third-party administrator, insurance vendor or other party responsible for managing City's claims system to provide CATC all historical claims data monthly, including but not limited to healthcare claims, pharmaceutical claims and medical claims for all Clinic Eligible Participants. CATC will use the data to establish and track employee utilization trends, insurance cost impact and perform population health management. All costs associated with the transfer of data shall be borne by City.

9. Insurance and Liability

Within fifteen (15) days after a request, either party will furnish the other party with certificates showing they have obtained the required insurance coverages described below.

Either party must provide the other party with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Agreement.

CATC Insurance. CATC will obtain the following coverages:

- A. **General Liability** - \$1,000,000.00 / \$3,000,000.00 of Comprehensive General Liability insurance including independent CATCs, contractual liability, and broad-form property damage endorsements, naming City an Additional Insured.
- B. **Professional Liability** - \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with an insurance company on behalf of any Health Professionals employed at the Clinic. Health Professional shall acquire and maintain professional liability insurance and shall notify CATC of any issues which might provide reason for, or require, alteration or termination of such insurance coverage.
- C. **Worker Compensation** - Statutory.
- D. **Cyber Liability** - \$5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses and costs.
- E. **Automobile, Non-Owned Automobile and Hired Auto Liability** - \$1,000,000.00.
- F. **Commercial Property** – replacement value of property owned by CATC maintained at Clinic.
- G. **Umbrella** - \$10,000,000 to provide excess limits when the limits of the underlying policies are exhausted by payment of claims.

10. HIPAA

Either Party will immediately notify the other Party of any suspected or confirmed loss, copying or disclosure of Protected Health Information ("PHI") as that term is defined by 45 C.F.R. §160.103 and to include electronic PHI that has been furnished (or intended to be furnished) to or by CATC. The Parties will provide timely cooperation to each other in (a) providing any required notices to patients, Clinic Eligible Participants, or others relating to a suspected or actual loss or disclosure of PHI, consumer credit information, or other information for a possible loss or disclosure triggers a legal obligation to provide notices, and in (b) attempting to mitigate such a loss or the effects of such a loss.

11. Medical and PHI Records; Privacy

- a. CATC and City agree that all PHI and medical information and records applicable to this Agreement will be subject to HIPAA and other privacy rules. City will not be entitled to have access to any PHI or medical records or information maintained by Health Professionals, except as otherwise provided for in this Agreement.
- b. Medical records shall be maintained with respect to all of the Clinic Eligible Participants who are patients in a professional manner. Health Professionals will maintain such medical records consistent with the accepted practice of the community in which the Health Professionals provide Covered Services, and consistent with HIPAA privacy standards.
- c. All patient records, PHI data, documents or other information of any type maintained in connection with this Agreement relating to patients covered under this Agreement, or services provided to such patients, will be the sole and exclusive property of CATC.

- d. CATC will notify patients of the CATC Privacy Practices, including patient rights. CATC will maintain the standard CATC Privacy Practices on the CATC website. City acknowledges receipt of CATC's standard Notice of Privacy Practices and Patient's Rights. CATC has the right to modify both the Notice of Privacy Practices and Patient's Rights as applicable.
- e. Unless specifically directed by the patient, all patient records will be accessible to the Health Professionals providing medical services at the Clinic for diagnostic and educational purposes.
- f. Notwithstanding the above terms, City will have access to records pertaining to work-related injuries reimbursable by City, to the limited extent permitted by Worker's Compensation laws.
- g. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely.

12. Proprietary Information

- a. "Proprietary Information" includes, among other information, all information relating to CATC's business, employees, CATCs, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patients, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding clinic, staffing models, delivery systems, and other information that CATC attempts to keep confidential. Information that is known to the general public is not Proprietary Information; however, it will be presumed that all information, furnished or exchanged under this Agreement, is Proprietary Information.
- b. Except as expressly set forth herein, CATC will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "CATC Materials"): (a) any marketing collateral supplied by CATC hereunder; and (b) logos, trademarks, trade names and service marks.
- c. During the term of this Agreement, CATC hereby grants to City a non-exclusive, non-transferable, royalty-free, revocable right and license to use, market, promote and display the CATC Materials in connection with the services performed by CATC hereunder. Except for those rights expressly granted herein, City shall not grant, nor claim any right, title or interest in the CATC Materials. Similarly, except as expressly set forth herein, City shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by City hereunder; and City logos, trademarks, trade names and service marks.
- d. Each Party acknowledges that, during the term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be confidential or proprietary in nature. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this 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 confidential or proprietary information of the other Party or any affiliate of the other Party, including, but not limited to, supplier and customer lists, pricing and cost information, business plans and objectives, purchasing and marketing know-how, and methods and techniques in any form whatsoever. Each Party shall take such precautions with respect to the confidential and proprietary information of the other Party as it normally takes with respect to its own confidential and 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 Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.

- e. Notwithstanding anything to the contrary contained in this Section, in the event the Receiving Party is required to disclose any confidential or 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.
- f. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's confidential or 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 confidential or proprietary information.
- g. No document or information, authored by CATC, will ever be deemed a "Work for Hire" for City. No information, idea, concept or report, developed or created by CATC, will be City property. City agrees that CATC 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 CATC, alone or with others, within the scope of any of CATC's contractual relationships with City. City will not receive any licensing or royalty rights, or rights to use copy or adapt any such intellectual property. CATC may register and hold in its own name all such intellectual property rights.

13. Warranties

- a. This Agreement is solely for the provision of Covered Services designated on Exhibit A and its existence does not establish any wellness program, corporate policy, program or policy offered or required by City. Covered Services are strictly limited to the services designated on Exhibit A and this Agreement does not create any obligations of CATC or Health Professionals to administer any services not contemplated by this Agreement.
- b. CATC is not the "named fiduciary" or "Administrator", as such terms are defined in ERISA (or as used in similar laws governing plans) of any health plan sponsored or administered by City. In addition, CATC is not responsible for City'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 Agreement.
- c. CATC is not responsible for eligibility determinations. CATC shall solely rely on the eligibility information provided by Plan Administrator and/or City in allowing access to the Clinic. CATC will not accept any appeals or claims for benefit or eligibility determinations. CATC will not be liable for any errors or omissions in eligibility information provided to it by Plan Administrator and/or City.



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

14. Indemnification

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party, its staff, directors, trustees, officers, agents, affiliates, CATCs, 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 Agreement; and/or (ii) the negligent and/or willful acts or omissions of the Indemnifying Party.

The provisions of this Section shall survive the termination of this Agreement.

15. Notices

All notices, consents, demands, and waivers described in this Agreement must be in writing and will be deemed delivered when the first of the following occurs (a) when personally delivered in person to a Party's Chief Executive Officer, Chief Operating Officer or other Representative, (b) on the first attempted delivery by (i) the U.S. Postal Service on a weekday that is not a Federal holiday, if mailed by certified mail, postage prepaid, return receipt requested, or ((ii) a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to CATC:

CareATC, Inc.
4500 South 129th East Avenue, Suite 191
Tulsa, OK 74134
Attn: Philip Kurtz

If to City:

City of Round Rock
231 East Main Street, Suite 100
Round Rock, TX 78664
Attn: Valerie Francois, HR Director

16. Independent CATCs

It is expressly understood and agreed that CATC and City shall at all times during the term of this Agreement act as independent CATCs 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; and, 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.

Further, nothing contained herein shall be construed to create a partnership, association or other affiliation between CATC and City.

In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Agreement.

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 respects to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

17. Non-Solicitation

During the term of this Agreement and for one year thereafter, City will not directly or indirectly hire or retain, as a full-time or part-time employee, or on an independent CATC or consultant basis, any Health Professional that performs Covered Services at the Clinic, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for CATC (whether as an employee or independent CATC or consultant). The foregoing obligations will not apply, however, if CATC consents otherwise in writing.

18. Miscellaneous

a. Amendment

This Agreement may only be amended by CATC and City by a writing duly executed by an appropriate officer of CATC and City. 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 its obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect.

c. Captions

All Section captions are for reference only and will not be considered in interpreting this Agreement.

d. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Dispute Resolution

The Parties agree to meet and confer in good faith in an attempt to resolve any problems or disputes that may arise under this Agreement. Negotiation shall be a condition precedent to the filing of any litigation demand by either Party. This Section 18 shall survive the termination or expiration of this Agreement.

f. Entire Agreement

This document is intended by the Parties as the final and binding expression of their agreement 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 Agreement other than those specifically set forth herein.

g. Force Majeure

CATC will not have any obligations to provide, or liability for failure to provide, any good or service under this Agreement for any cause beyond CATC's reasonable control including, without limitation, any Act of God, fire, flood, hurricane, environmental contamination, disruption in utilities, act or order of City or other 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 CATC's reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable.

h. 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 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 Agreement.

i. Governing Law

This Agreement and all transactions and any other agreements which may be entered into between the Signatory Parties at all times whether during the Term or subsequent to termination of the Term shall be construed and governed by the laws of the State of Texas without consideration of or giving effect to any choice of law provision or rule thereof.

j. Local, State, and Federal Laws

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

k. No Third Party Beneficiaries

No Clinic Eligible Participant, and no other person or entity, is an intended third party beneficiary of this Agreement.

l. Severability

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

m. Succession

Subject to the other terms of this Agreement, this Agreement will inure to the benefit of, and be binding on; each Party's permitted successors and assigns.

n. Waiver

Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. No such waiver will

affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

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

CareATC, Inc.:

By: _____

Print Name: D. Paul Keeling

Title: Chief Business Development Officer

City of Round Rock:

By: _____

Print Name: _____

Title: _____

EXHIBIT A

CLINIC LOCATIONS, SCHEDULE and COVERED SERVICES

Clinic Name: Rock Care

Address: 901 Round Rock Ave, Suite 300-B

City, State, Zip: Round Rock, Texas 78664

Hours per Week: 40 hours per week

CATC observes the following Holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
MLK, Jr. Day	Veteran's Day
President's Day	

Schedule: Clinic scheduled hours and holidays are subject to change with the approval of the City. Tentative Clinic hours are Mondays through Thursdays from 7:00 a.m. to 4:00 p.m. (closed between 12:00 p.m. and 1:00 p.m.) and Fridays from 7:00 a.m. to 2:00 p.m.

Covered Services are those listed below:

- ☒ Health assessments for Clinic Eligible Participants. Such assessments will be comprised of (a) blood draws and data collection for each participant conducted by qualified and licensed personnel either at an agreed upon location or at the Clinic; (b) standard laboratory work; (c) individual report for each participant accessible via the CATC mobile app and the secure Internet City Portal; (d) aggregate reports of findings to Plan Administrator.
- ☒ Aggregate Participant population analysis to improve chronic disease and medication management ("Data Analytics").
- ☒ Primary care to include, but not limited to:
 1. Minor acute illness evaluation and available treatment for minor illnesses such as coughs, earaches, fevers, headaches, and sinus infections.
 2. Chronic illness evaluation, which includes evaluating, diagnosing, treating and managing typical chronic illnesses that are handled at the Clinic, such as blood sugar, blood pressure, cholesterol, BMI and tobacco cessation.
 3. Minor medical procedures that are within the Health Professionals' scope and abilities and that can be performed at the Clinic, with available equipment, and during operating hours.
- ☒ Provisions of pharmaceuticals to treat common illnesses, including, but not limited to:
 1. Infections
 2. Hypertension
 3. Hyperlipidemia
 4. Diabetes
 5. Infectious Disease (including antibiotics)
 6. Gastro esophageal/reflux disease
 7. Asthma
 8. Chronic lung disease
- ☒ Necessary standard laboratory work to provide the Covered Services listed above, including, but not limited to, blood draws.
- ☒ Occupational Health Assessments, to be performed by the CATC, include but are not limited to:
 1. DOT/Non-DOT Drug Screening and Breath Alcohol Testing (Pre-employment; Random; Post-Accident and Reasonable Suspicion)
 2. Department of Transportation Physical
 3. Fitness for Duty / Return to Work Examination
 4. Pre-Employment Physical
 5. Worker Compensation Treatment and Management
 6. Commercial Driver's License (CDL) Examination
 7. Post-Accident Examinations
 8. Lead Level Testing

Other Occupational Health Assessment activities as deemed necessary by the City

EXHIBIT B

FEES

Payment – City will pay all fees described in this Exhibit within thirty (30) days after the date of CATC’s invoice. If City disagrees with any CATC invoice, City shall pay all undisputed invoiced amounts and notify CATC of the disputed amount and the reasons for which it is disputed. CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved. City has thirty (30) days from the date of the invoice to dispute the charges listed on the invoice. After the expiration of thirty (30) days from the date of the invoice, City will be deemed to have approved such invoice. Invoices shall be submitted electronically to the City’s designated point of contact.

Any fees that are not paid when due, will bear late fees pursuant to the terms of the Texas Prompt Payment Act.

1. Clinic Implementation Fees

Initial Provider Training – CATC has established a two-week onboarding program that all providers are required to complete prior to working in a CATC clinic. The first week of training is performed in the CATC corporate office and a heavy emphasis on learning the EMR system, meeting with account/clinic management personnel and other members of the executive team, visiting local CATC clinics and other matters relative to working in a CATC clinic. During the second week of training, a member of the CATC training team will travel to the Clinic to shadow the provider and reinforce the training materials covered.

CATC will absorb one hundred percent (100%) of this Initial Provider Training.

For any post-implementation provider training, City will reimburse CATC fifty percent (50%) on a pass-through basis for the training and labor cost of the provider inclusive of all benefits provided by CATC while they participate in the two-week onboarding training course.

Technology Implementation Fee – City will pay \$29,300 as one-time fee for install of CATC technology platform.

2. Clinic Monthly Fees

Monthly Administration Fee: \$53,908.50. This fee is calculated using our half-day rate of \$1,245 for 10 blocks per week. Half-day rate x 10 half-days x 4.33 weeks/month. Should City add additional blocks of clinic time, it will be billed at the same \$1,245 half-day rate. The half-day rate shall cover the following:

Director of Client and Clinic Services	Accounting
Account Manager	Human Resources
Clinic Manager	Facilities Management
Patient Access Call Center	Contract Administration
IT Support	CME Dues
Patient Portal	Recruiting
EMR access via smart phone	Marketing Team
Quality Management and Credentialing RN	Materials/Purchasing Team
Reporting – Weekly, Monthly, Quarterly and Annual	Technology
Staff Salaries (1 provider / 2 medical assistants)	

- A. **Equipment:** City will pay CATC for equipment needed in the clinic on a pass-through basis with pre-approval of the City. CATC expects current equipment will be utilized. Such a system means that CATC will purchase the equipment, using reasonable efforts to secure bulk discounts in pricing. CATC will invoice City for CATC’s actual cost to purchase any needed and approved equipment.
- B. **Laboratory Testing, Clinic Supplies and Drug Screens:** City will pay CATC on a monthly pass-through basis for the medications purchased, drug screenings, supplies, and laboratory testing performed. These variable costs will be capped at \$70,200 per year for total expenses to the City. The Supplies and Labs set forth in Exhibit D shall remain in effect for the initial term of this Agreement.
- C. **Credit to City.** CATC will provide a credit to the City for any days that the Clinic is scheduled to be open and is without a provider. Said credit will be applied to the City’s monthly invoice.

Facility (Occupancy, Utilities, Janitorial, Insurance, etc.): City will provide these items.

Personal Health Assessments: PHAs performed in the clinic for clinic eligible participants shall be covered under the Clinic Management Fee. Should City elect to send any Clinic Eligible Participants to a Labcorp office nationwide to have a PHA conducted, City agrees to reimburse CATC for the Labcorp PHA administration cost (currently \$25.00).

Should City elect to have a mass-screening event, the parties will mutually agree in advance on estimated costs to be paid by the City to CATC. City will also pay CATC for all travel costs on a pass-through basis. Travel costs are inclusive of:

- A. PHA Team members’ daily salary (wages in effect at time of contract signing: \$170.00 per day)

- B. Car rental, airfare, baggage fees, hotel (single occupancy) within the City of Round Rock, and pre-approved by the City, per diem at current IRS rates per PHA team member, gas, parking, tolls and mileage if use company vehicle (IRS Business Mileage Rate).

3. **Performance Guarantees**

- A. Re-directed primary care visits (5% of baseline prior year Healthplan visits)
- B. Reductions in unnecessary Emergency Room and Urgent Care visits (5% of baseline prior year Healthplan visits)
- C. Financial return on investment of at least 1 to 1 within the first 18 months
- D. Reduction in member risk profile with the first 18 months
- E. Net Promoter Score of clinic above 50 – Customer Satisfaction
- F. Average wait time in waiting room of 15 minutes or less
- G. Same day / next day appointment availability
- H. Account Manager will be available to meet with City's management team Quarterly, and be available for bi-weekly calls
- I. Account Manager will provide agenda prior to calls, and minutes after calls
- J. Account Manager will acknowledge receipt of request for information or assistance within 24 hours of any outreach
- K. At least 90% satisfaction with the program: Support services, programs, program management

TAB 2	Performance Guarantees - please indicate acceptance of the following:		CareATC
#	Question	Acceptance	
1	Re-directed primary care visits (5% of baseline prior year Heathplan visits)	Acceptance	
2	Reductions in unnecessary Emergency Room and Urgent Care visits (5% of baseline prior year Healthplan visits)	Acceptance	
3	Financial return on investment of at least 1 to 1 within the first 18 months	Acceptance	
4	Reduction in member risk profile within the first 18 months	Acceptance	
5	Net Promoter Score of clinic above 50 - Customer Satisfaction	Acceptance	
6	Average wait time in waiting room of 15 minutes or less	Acceptance	
7	Same day / next day appointment availability	Acceptance	
8	Account Manager will be available to meet with City's management team Quarterly, and be available for bi-weekly calls	Acceptance	
9	Account Manager will provide agenda prior to calls, and minutes after calls	Acceptance	
10	Account Manager will acknowledge receipt of request for information or assistance within 24 hours of any outreach.	Acceptance	
11	At least 90% satisfaction with the program: Support services, programs, program management.	Acceptance	



PROPOSAL

On-Site Clinic Services

City of Round Rock

November 2, 2018

NICK PEPPER

BUSINESS DEVELOPMENT CONSULTANT

NICKPEPER@CAREATC.COM

508.654.4058

CAREATC.COM

Introduction

For most companies, the cost of health care to the bottom line has clearly reached a pinnacle. The outdated model of focusing company resources on medical treatment, rather than prevention, can no longer be sustained. At CareATC, we have a better way. By shifting the focus from intervention to prevention, we enable our clients to make smarter health plan decisions that ultimately increase quality and drive down cost.

In the following proposal, CareATC recommends providing on-site clinic services for the City of Round Rock. Our workforce health platform is focused on three key pillars:

Medical Care

Our evidence-based clinical services improve employee and dependent health by providing complete access to high-quality primary care, focused on prevention and optimized by risk identifying information.

- Acute and Chronic Primary Medical Care
- Personal Health Assessments
- Patient Outreach and Advocacy
- Labs and Prescription Medications
- Telemedicine (optional)

Wellness and Lifestyle Services (Optional)

Our wellness and lifestyle programs drive sustainable behavior change through direct outreach and regular face-to-face encounters with physicians and academically trained and certified health coaches.

- Targeted Lifestyle Coaching / Behavior Modification
- Corporate Wellness Programs and Incentive Management
- Program Roadmaps and Health Education

Technology and Analytics

Our integrated systems improve the healthcare experience for all key stakeholders with beautiful, functional tools that drive engagement, and actionable analytics that deliver real-time program insights.

- Enterprise Data Warehouse
- Claims Integration and Risk Scoring
- Online Analytics and Reporting
- Patient Portal and Mobile App
- Wellness and Incentive Management Portal

Program Details

Acute and Chronic Primary Medical Care

CareATC primary care centers provide employees and their families with comprehensive medical care designed to treat acute illness and chronic disease. By removing cost, inconvenience, and other barriers that deter your employees from seeking care when they need it most, our medical facilities promote higher participation than classic fee-for-service models - and better health outcomes.

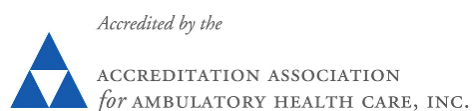
Conveniently located either on-site or nearby, our centers provide your employees with what they want most:

- Board-certified medical providers
- No fees for services rendered
- Convenient access with little-to-no waiting
- Pharmacy & labs dispensed on-site or by mail order
- Electronic medical records with cutting-edge technology
- Painless appointment scheduling



In addition to delivering a unique healthcare experience, we maintain consistent excellence across our national network of clinics.

- First provider of on-site clinics to achieve 100% network accreditation from Accreditation Association of Ambulatory Health Care (AAAHC)
- First provider of on-site clinics to earn Evidence-Based Design Accreditation from the EDAC™ Advisory Council
- First provider of on-site clinics to be Net Promoter® Certified
- Recently completed SOC I Type II audit of CareATC security
- Clean, modern clinic environments



Labs and Prescription Medications

Standard within all of our medical centers, labs and prescriptions are provided/dispensed either on-site or by mail at no cost to patients. This approach significantly improves our ability to identify early risk markers and drive better pharmacy compliance that, in turn, improves chronic condition management efforts. In Texas, where on-site dispensing isn't allowed, we offer a comprehensive mail order program to achieve the same result.

Occupational Health

Occupational Health Services can include, but are not limited to:

- Physical exams
 - Annual
 - Periodic
 - Police Department/Sheriff Duty
 - Pre-Employment/Post Offer
 - DOT/CDL
 - FAA Flight Medicals
 - Public Safety (Police/Fire)
 - CDL vision screening
 - CDL hearing screening
 - Spirometry/Pulmonary Function Testing (Fire)
 - Dexterity (Police)
 - Lift testing
 - TB testing
- Laboratory testing
 - Drug and alcohol screening – passed through at cost on a monthly basis and capped with other variable costs (labs, meds, etc.) at \$70,200 per year
 - Pre-employment drug screenings (both DOT and non-DOT)
 - Reasonable suspicion drug screenings
 - Employee Assistance Program Referral
 - Random drug and alcohol screens
 - Post-accident drug and alcohol screens
- Walk-in and Urgent Care Appointments for Workers Comp injuries/illness
- Occupational therapy
- Physical therapy

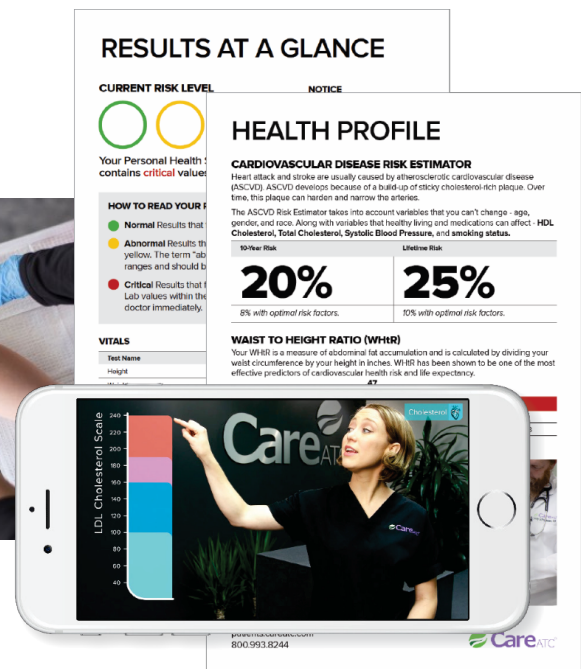
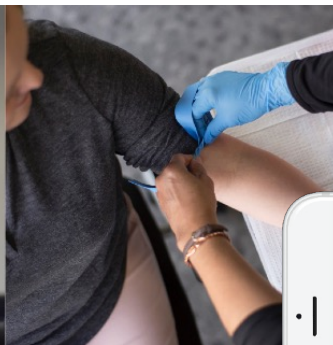
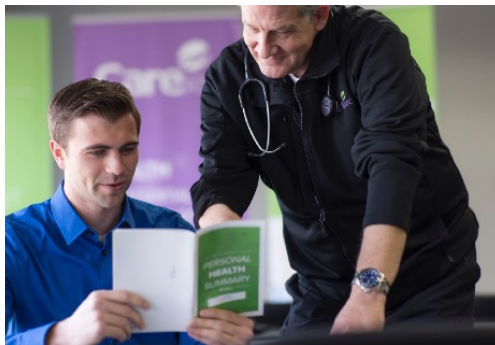
We will follow the City's process for occupational services and will continue any occupational services already offered at the existing clinic. All of the above services can be offered on-site. We also have the capability to refer to your requested provider for these services. The details of providing occupational health services for the City of Round Rock will require more discussion.

Personal Health Assessments (PHAs)¹

A next-generation biometric health and wellness screening, the CareATC Personal Health Assessment (PHA) is the baseline. It's the foundation for everything that we do. This comprehensive biometric screening provides patients, medical providers, and employers with powerful information designed to kick-start their mission for better health and lower costs.

Unlike most lipid screenings today, the CareATC PHA leverages cutting-edge technology and easy-to-understand explanations that convey an important message about the overall health, and risk, of each participant.

- Advanced multi-panel lipid screening
- Easy-to-understand health risk summary
- Comprehensive results delivered in print and digital video formats
- In-house phlebotomy teams achieving 98% draw accuracy
- Full EMR data integration
- Trended data and historic comparisons
- Special cardiovascular risk markers
- Aggregate reporting for employers



Patient Outreach and Advocacy

As the PHA process is commencing, results are scored and stratified by our automated risk management systems. As high risk is identified, outreach teams are prompted to contact patients, by priority, to encourage a follow-up visit with their PCP.

Assuming claims data has been made available, care team members can further stratify individual risk by looking at:

- Number of risk factors and severity
- Treatment of risk, or lack there of
- Medication compliance
- Chronic risk trajectory and likelihood of hospitalization

Once patients have been engaged, our Outreach team creates specific disease registries that allow us to better monitor and manage patient care. Those needing extended care will be encouraged to enroll in the Health Coaching and lifestyle programs for customized care planning and ongoing accountability.

¹ Cost for PHAs is included in half-day rate outlined on page 8 of pricing proposal

Online Analytics and Reporting Dashboards

At CareATC, data is how we identify and reduce risk. It's how we empower our providers and motivate our patients. Data is how we drive prevention and wellness, and it's how we fuel our passion for making a real difference in people's lives.

With the CareATC analytics platform, you'll experience next generation insights into the productivity, clinical effectiveness, and financial performance of your direct primary care initiatives. Key insights include:

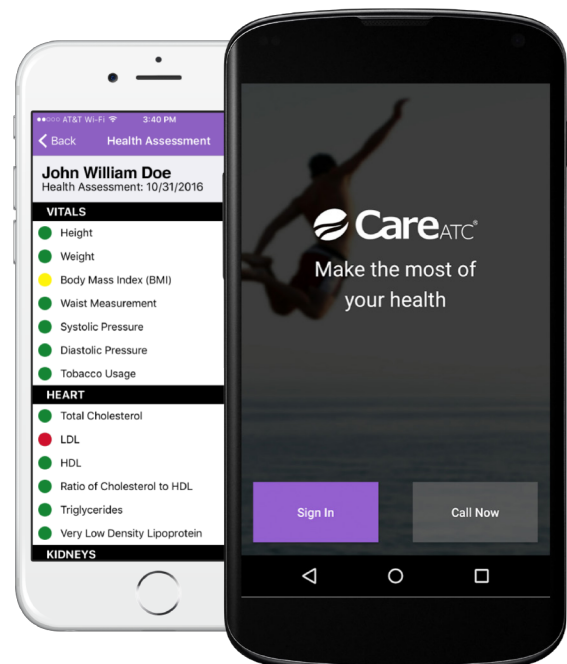
- Utilization reporting
- Operational efficiency
- Patient outreach and CDM enrollment
- Top procedures, diagnostics, labs, and Rx
- Provider productivity
- Health outcomes
- Patient satisfaction
- Population risk stratification
- Claims data integration
- Predictive modeling
- Employee cost benefit analysis
- Financial results
- CAT claims
- Engaged vs. non-engaged
- Cost avoidance
- Cost containment (procedure, Rx, labs)
- Telemedicine reporting



Patient Portal and Mobile App

Our members receive full access to their own personal Patient Portal account which can be accessed on-line or through the CareATC Mobile App. Within their portal, patients can:

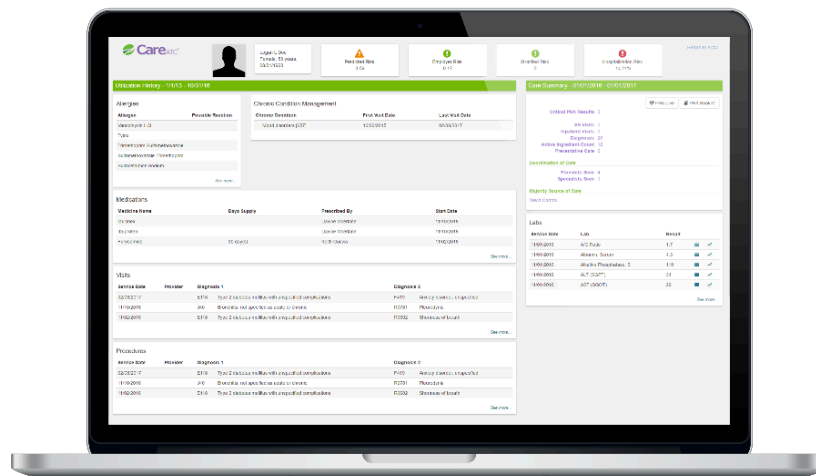
- Find locations
- Schedule appointments
- View screening results and health trends
- View and share their medical records
- Request medication refills
- Access telemedicine *if available
- Access health education material
- Track activity and nutrition
- And so much more!



CareATC CareHub

All clinic and coaching staff will have access to the CareATC CareHub. As organizations have been slow to adopt Health Information Exchanges, CareATC is solving that problem by working with payors to populate our EMR with a complete picture of a patient's health both in and outside of CareATC. The CareHub features many advancements in terms of the ability for a provider to discuss a patient's overall health and access future needs. In addition to things like diagnosis, procedures, and medications, we also provide a John's Hopkins Risk Score inside of the CareHub. This functionality is built into and is unique to the CareATC platform.

CAREHUB



Specialty eConsults

We are able to offer an innovative eConsult service that connects clinic providers to same-day insights from top specialists. It removes barriers to timely and convenient specialist feedback, improves quality of care and overall experience for patients, helps eliminate unnecessary patient visits to specialists, and engages in clinical knowledge sharing with other providers. The platform is HIPAA compliant and specialist feedback is comprehensive, getting 5 stars from providers in 80% of reported cases. 40% of reported eConsults help avoid referrals, resulting in improved outcomes.

Proposed Pricing²

On-Site Clinic Operating Costs

Our pricing is based on a flat fee of \$1,245 per half-day, which includes:

Account Management

- Director of Client & Clinical Services
- Clinic Manager
- Client Manager
- Local Clinic Area Supervisor

Technology

- eClinicalWorks EMR
- CareHub
- Patient Portal
- Mobile App
- Data Analytics
- Enterprise Data Warehouse
- RubiconMD

Quality and Compliance

- AAAHC-Compliant Clinic Standards
- NPS Patient Feedback Surveys
- SOC 1 & SOC 2 Compliance
- Physician Scorecard
- Physician Leadership Group Oversight

Clinic Staffing

- Recruiting
- Staff Salaries (1 provider / 2 medical assistants)
- CME Dues

Clinic Facility

- Occupancy/Utilities

Marketing

- Communication and Engagement Plan
- Campaign Builder
- Health Education Library
- Print-Ready Communication Materials

The pricing below assumes one on-site clinic operating 40 hours per week (10 half-days).

Half-day Rate	\$1,245.00
Monthly Cost <i>Half-day rate x # half-days x 4.33 weeks/month</i>	\$53,908.50
Annual Cost	\$646,902.00
Variable Costs (Labs, Medications, Supplies, and Drug Screenings) ³	\$70,200.00 per year (maximum)
Start-Up Costs	\$29,300.00 (year 1 only)
TOTAL ANNUAL COST (All-In Y1 Fees)	\$746,402.00

Standard Labs, Medications, Clinic Supplies, and Drug Screens

We will bill these items on a monthly basis as incurred in the clinic, providing documentation of each charge from the vendors. These costs will not exceed \$70,200 per year.

Facility (Occupancy, Utilities, Janitorial, Insurance, etc.)

Provided by City or passed through at CareATC cost without markup.

² This pricing is valid for 60 days from receipt of proposal.

³ This cost includes drug screens and is passed through, with a not-to-exceed amount of up to \$6.50 PEPM for 900 eligible employees.

Personal Health Assessments (PHAs)

Included in half-day rate outlined above. CareATC will pass through team travel (if mass screening event is chosen).

Start-Up Costs	Year 1
Recruiting, Project Management, Facilities Team Travel, Evidence-Based Clinical Design	Included
Training Period Salaries	Included
Training and Travel	Included
Office Supplies and Furniture, Medical Furniture and Equipment, Pre-Packaged Generic Medications and Injectables (initial stock), Medical Supplies (initial stock)	We assume there will be equipment from your current clinic that can be utilized. Our facilities team will conduct an audit of your current clinic equipment to determine the final equipment needed.
IT Equipment, Software, Data Integrations (2 inbound or outbound), Installation and Configuration	\$29,300.00
Total	\$29,300.00

EXHIBIT C

MINIMUM CRITERIA FOR FACILITIES

CLINIC MINIMUM PHYSICAL SPECIFICATIONS

Following are the minimum recommended physical specifications for a Clinic operated by CATC

1. Exclusive use for the Clinic.
2. Location on the ground floor or accessible by an elevator.
3. Non-smoking.
4. Weapon free - except for patients required to carry a weapon as part of their job - all weapons will be placed in a locked storage in the exam room while a patient is in the Clinic.
5. OSHA and Medical Facilities Standards: Comply with federal regulations and state standards.
6. ADA compliant.
7. Soundproofed walls, floors, ceilings.
8. Solid doors.
9. Privacy windows (or no windows).
10. Floor coverings: non-porous flooring that can be disinfected and cleaned on a daily basis for all exam, lab, and working portions of the Clinic. VCT tiling is recommended.
11. Walls: Full height, opaque, with semi-gloss paint or similar covering that may be readily wiped down without removing color.
12. Ventilation: The ventilation system will be separate from any smoking or industrial ventilation.
13. Access: Such that the Clinic may be locked securely and separately from the main facility.
14. Signage: City will allow CATC to affix CATC's standard sign by the entry.
15. The following size and design minimum criteria:
 - a. Overall Size: Approximately 1,200 square feet.
 - b. Examination/Treatment Rooms: Each room will have two (2) electrical outlets, hot and cold running water, Internet and phone cabling, and a secure locked storage cabinet reasonably approved by CATC.
 - c. Health Professional Office: one (1), minimum seventy-five (75) square feet.
 - d. Reception: eighty (80) square feet.
 - e. Storage: forty (40) square feet of general storage and supply storage, with shelves.
 - f. Rest Rooms: one (1) unisex, internal in the Clinic space.
 - g. 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.
 - h. Laboratory: Will have two (2) electrical outlets, hot and cold running water, and secure locked cabinetry, reasonably approved by CATC.

CLINIC MINIMUM TECHNICAL SPECIFICATIONS

Following are the minimum recommended data and voice service specifications for a clinic operated by CATC.

In order to comply with HIPAA guidelines as well as ensure operability with necessary applications, computers, phones and network equipment will be provided and provisioned by CATC. All Clinic network devices must be behind an on-site firewall provided by CATC.

Internet Requirements

1. 15mbps downstream or better, 5mbps upstream or better. A single publicly accessible static IP must be available to CATC's firewall. This connection should not be filtered or behind a NAT. CATC can facilitate locating and coordinating the provisioning of these services if necessary.

Networking and Devices

1. Enterprise class SPI firewall with IPsec VPN support will be placed on site.
2. Clinic must be built out with CAT6 or better network drops in areas where networked devices are necessary.
3. Wireless access point with WPA2 encryption and Radius authentication against CATC servers will be placed on site. A separate guest network will be necessary. CATC can provision the guest network on CATC equipment if needed.

Telecommunication Requirements

CATC uses an IP based phone system that will utilize the Internet connection provided to the Clinic. Fax services are handled via a virtual fax solution.

Notes

Please contact Dustin Fry, CATC Systems Administrator with any questions. dfry@careatc.com, 918-779-7450

EXHIBIT D
SUPPLIES AND LABS

SUPPLIES

DESCRIPTION	UNIT	QTY
ACCU-CHECK COMFORT CURVE CONTROL SOLUTION	BX	1
ACETAMIN SUSP	4OZ/BT	1
ADVIL CHILDRENS SUSPENSION	4OZ/BT	1
ALBUTEROL INHALATION SOL 3ML 0.083% 25/BX	BX	1
ALCOHOL LSOPROPYL 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
AROMATIC AMMONIA AMPULES (10/BOX)	BX	1
ASPIRIN TABLETS 325MG 250X2BX NOT COATED	BX	1
BANDAGE SCISSORS	EA	1
BANDAID DOTS 100/BX	BX	3
BAND-AID SHEER STRIPS 1"X3" 100/BX	BX	3
BENZON TINCTURE	40/BX	1
BETADINE SOLUTION 16OZ/BT	BT	1
BETADINE SWAB STICKS 50/BX	BX	1
BIOFREEZE PUMP 16OZ EA	EA	1
BIOPSY PUNCH DISPOSABLE 2MM EA	EA	3
BIOPSY PUNCH DISPOSABLE 4MM EA	EA	3
BIOPSY PUNCH DISPOSABLE 6MM EA	EA	3
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
DIAMODE ANTI-DIARRHEA CAPLETS (100X1 PKS)	BX	1
DIPHENDYDROMINE SDV 50MG/ML	VIAL	1
DISCIDE DISINFECTANT SPRAY	BX	2
DRAPE EXAM SHEET 2-PLY WHITE 40X48 100/CA	CA	2
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
EYE COVER FOR EYE TESTING	EA	1
EYE PAD OVAL STERILE 50/BX	BX	2
EYE WASH IRRIGATING 4OZ/BT	BT	2
FENESTRATED DRAPES STERILE 50/CTN	BX	2
BIOGLO FLUORESCINE 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-CEFTRIAZONE 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
GOWN EXAM 3-PLY WHITE 30X42 50/CA	CA	2
HYDROGEN PEROXIDE 16OZ/BT	EA	1
HYDROXYZINE LNJ MDV, 50MG/ML 10 ML BOTTLE	EA	1

1-PRIN IBUPROFEN TABS 200MG 100X2 /BOX	BX	1
INSTRUMENT BASIN W/COVER	EA	1
LNSUFFLATOR BULB FOR WELCH ALLYN OTOSCOPE	EA	1
LODOFORM PK STRIP STER! ¼X5YD 1/BT	BT	1
KENALOG-40 LNJ 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-CLIK FOR ACCU-CHEK GLUCOMETER, 100/BX	BX	1
LATEX GLOVES MEDIUM, POWDER FREE 100/BX	BX	2
LIDOCAINE HCL LNJ 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
MEDIKOFF COUGH DROPS (600/BX)	BX	1
MEDIRIP BANDAGE 3"	12/BX	1
MINOR LACERATION TRAY W/LNSTR EA	EA	4
N95 PARTICULATE RESPIRATOR MASKS	20/BX	1
NEBULIZER (MICRO MIST) DELIVERY SETS, SMALL VOLUME	EA	20
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 MOUTHPIECE DISP 710/50 ADULT 100/BX	BX	1
PHENERGAN, MDV, 25MG/ML	25/BX	1
PINK PEPTO BISMUTH TABLETS (2 BOXES OF 30)	BOX	3
PLASTIC MEDICINE CUPS	BOX	2
PROCEDURE MASKS (PATIENT AND/OR STAFF)	50/BX	1
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% LRRIG 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
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
STAPLE REMOVERS (DISPOSABLE)	EA	2
STERISTRIPS	50/BX	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
TABLE PAPER SMOOTH WHITE 18"X225' 12RI/CA	CASE	1
TETANUS, DIPHTHERIA TAX ADSORBED, ADULT, 10 DOSES	SDV	1
TETRACAINE OPHTHALMIC SOLUTION 0.5% 15ML/BT	BT	1
THERMOMETER COVERS SHEATH DIGITAL	BX	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
WAVICIDE	GAL/EA	1
WAVICIDE INDICATOR STRIPS	50/BT	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

CPT CODE	TEST DESCRIPTION	CPTCODE	TEST DESCRIPTION
82570,84156	24 HR TOTAL URINE PROTEIN	8,669,586,696	HSV 1/2 HERPESELECT
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	LOH
86038	ANAW/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 METABLOITE, 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 PNLCMP	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 JG<;,	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	FELIC 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 ALC	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 812
80074	HEPATITIS PANEL ACUTE	82607,82746	VIT 812/FO LATE, 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