

PRIMARY CARE SERVICE EMPLOYER AGREEMENT

This Agreement, made and entered into the \_\_\_\_ day of \_\_\_\_\_ 201\_, by and between HealthServe LLC d/b/a ExpressMed Medical Centers operating in conjunction with Mount Carmel Health System (hereinafter “ExpressMed”), with its principal business address of 2939 Kenny Road Suite 200, Columbus, Ohio, 43221, and the City of Gahanna, with its principal business address of 200 South Hamilton, Gahanna, Ohio, 43230, (hereinafter “Client”), has reference to the following:

WHEREAS, ExpressMed provides a range of urgent care/primary care medical provider services, occupational health services, health screenings and consultations; and

WHEREAS, Client desires to provide an opportunity for its employees, and any others as may be specified by Client, to participate in medical care, health screenings and related activities.

WHEREAS, ExpressMed owns and operates a program for organizing and managing primary care health care services at its ExpressMed Medical Centers which program includes but is not limited to provision of urgent care, occupational care, primary care, wellness programming, clinicians, coordinators and counselors (such program in its entirety, the “Program”).

NOW, THEREFORE, based upon the mutual promises and covenants contained herein, ExpressMed and Client hereby agree as follows:

1. Confidentiality. ExpressMed will not provide Client with individually identifiable protected health information of Participants. If requested by Client and authorized by patient, ExpressMed will provide information to a Third-Party Administrator (“TPA”) and/or Broker of Client’s health plan. In that event, Client agrees that ExpressMed is not responsible for the handling of said information by the TPA and/or Broker.

2. Term. The Agreement shall begin on January 1, 2018, and shall expire on the first anniversary of that date, annually renewing thereafter.

a. Termination without Cause. This Agreement may be terminated by Client at any time during the Term or during any Renewal Term upon giving ninety (90) days prior written notice to ExpressMed. This Agreement may be terminated by ExpressMed during the Term or any Renewal Term upon giving ninety (90) days prior written notice to Client.

b. Termination with Cause. This Agreement may be immediately terminated as of any date during the Term by either Party giving the other Party written notice if (i) the other Party fails to observe or comply with the provisions of this Agreement or (ii) upon the declaration of bankruptcy or insolvency of the other Party according to law or if any assignment shall be made of the other Party’s property for the benefit of creditors. Before a termination under this subsection is effective, the notifying Party

shall provide the breaching Party written notice sent via certified United States mail or other verifiable method advising the breaching Party that it is in breach of this Agreement and specifying the matter in which the breaching Party is non-conforming. The breaching Party shall have thirty (30) days from the date of receipt of the written notice in which to cure said breach, or to request a thirty (30) day extension of the period in which to cure if it is not possible to fully cure the breach within the original thirty (30) day notice period.

- c. Effect of Expiration or Termination. The expiration or termination of this Agreement shall not affect the obligation of Client to pay compensation to ExpressMed or pay any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of ExpressMed to provide in accordance with Section 4, the Reports (as hereinafter defined) for the quarters prior to the effective date of such expiration or termination and in which the effective date of such expiration or termination occurs.
- d. Non-Competition. In the event of termination without cause of this Agreement by Client, for a period of one (1) year after termination, Client shall not employ, contract with or in any other manner, utilize the services of any Medical Providers or Clinicians provided by ExpressMed pursuant to this Agreement.

3. Obligations of Client. Client's obligations during the Term related to the Program are as follows:

- a. Maintain employer-sponsored health care; and
- b. Provide a detailed list of employees and qualified dependents ("Participants") enrolled in the Client's health plan. Eligible Participants are Employees of Client and qualified dependents of Client Employees
- c. Effectively communicate and promote the use of the Center and allow time for Client's employees to use the Center.

4. Obligations of ExpressMed. ExpressMed's obligations during the Term related to the Program are as follows:

- a. Facility. ExpressMed shall operate the primary care facility at 445 Rocky Fork Blvd, Gahanna, OH, 43230, a minimum of 356 days per year at hours of operation to be determined by ExpressMed. Employees and qualified dependents are also eligible to receive urgent care services at any other ExpressMed facility (currently located in Hilliard and New Albany, Ohio). Appointment-based health maintenance services shall be provided at the ExpressMed Gahanna facility at days and hours to be mutually agreed upon by ExpressMed and Client.

- b. Medical Providers and Clinicians. ExpressMed shall employ or contract with one (1) or more Medical Providers and one (1) or more Clinicians to perform the Medical services for Client's Participants under this Agreement.
- c. Medical Services. Medical services to be performed by the Medical Providers and Clinicians at an ExpressMed facility generally shall include those services normally provided in a primary medical care facility as permitted by the licensure of the Medical Providers and Clinicians and by the physical and equipment restrictions of the ExpressMed facility. All Medical Services shall be performed according to the standards set forth in Section 5. Fees for Medical Services provided are set forth in Exhibit A and B. Medical Providers and Clinicians shall perform other services incidental to the performance of the Medical Services including, but not limited to, information and data storage, medical record maintenance, biological and pharmaceutical storage and disposal and other related activities. Additional time required to complete services outside of the agreed upon Primary Care Service periods shall be paid by Client at a rate mutually agreed upon by Client and ExpressMed.
- d. Medical Records. ExpressMed shall maintain electronic medical records for all Participants/patients seen by the Medical Providers consistent with the accepted practice of the industry and medical community.
- e. Communication with Participants. ExpressMed personnel shall assist with group meetings with Participants to present and discuss the Program and to promote use of the Primary Care Center. ExpressMed personnel will communicate with Client employees the services they will receive at the Center at no cost, as well as those services they might be charged an additional fee, either through self-pay or through insurance benefits.
- f. Reports. ExpressMed shall provide to Client and Client's Broker, written reports concerning the Medical Services provided including utilization, quarterly dashboard, laboratory utilization, dispensed pharmacy and other general metrics to measure the Center's impact on spend and engagement. The general metrics will be discussed and agreed upon by both parties, and will be based upon readily available data to the Center and Client.
- g. Cost/Benefit Analysis. ExpressMed shall provide assistance to Client in analyzing the Reports and pertinent medical benefit plan costs to help assess the cost/benefit effectiveness of the Primary Care Center and the Program.
- h. Professional Liability Insurance. ExpressMed shall cause and/or provide each Medical Provider and Clinician to maintain, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of such medical provider and such Clinician with annual coverage limits per occurrence and in the aggregate in amounts of \$1,000,000 million per occurrence and \$3,000,000 in the aggregate.

5. Standards of Medical Services Performance. The following standards shall apply to the performance of the Medical Services at ExpressMed facilities:

- a. Medical Providers to Determine Methods. The Medical Providers under the direction of ExpressMed's Medical Director shall determine their own means and methods of performing Medical Services pursuant to this Agreement.
- b. Licensing. The Medical Providers shall comply with all applicable laws and regulation governing the licensing and regulation of physicians, nurse practitioners, physician's assistants and other clinicians.
- c. Laws and Regulations. The medical Providers and the Clinicians shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with Medical Services provided in the medical community.
- d. Other Credentials. The Medical Providers and the Clinicians shall maintain all necessary and appropriate professional credentials including but not limited to:
  - (i) Good standing with their profession and state professional association
  - (ii) The absence of any license restriction, revocation or suspension;
  - (iii) The absence of any involuntary restriction placed on their federal DEA registration, if applicable; and
  - (iv) The absence of any conviction of a felony or misdemeanor other than minor traffic offenses.
- e. Failure to Comply. In the event that any Medical Provider or Clinician is unable to satisfy the requirements of Section 4 and 5, ExpressMed shall promptly remove that Medical Provider or Clinician and replace with a compliant Medical Provider and/or Clinician.

6. Fees and Reimbursements. Client shall pay ExpressMed the following fees and reimbursements related to ExpressMed's provision of medical services and operation of Client's Program:

- a. Monthly Fee. Client shall pay to ExpressMed a monthly fee pursuant to Exhibit A for the Primary Care Service of the Program (Per Member Per Month Fee). Such fee shall be payable no later than the fifteenth (15<sup>th</sup>) day of each calendar month commencing after January 1, 2018.
- b. Fee-for Service Reimbursements. Fees for therapies and modalities provided that are not part of the Primary Care Service shall be billed to the health plan at plan fees in effect at time of service. Pharmacy medication prescribed (other than short-tem medications dispensed at the ExpressMed facility), will be provided in the normal course of the health plan and billed to the health plan at plan fees in effect. Take-home medical supplies, durable medical equipment and all other

covered plan services not included in the Primary Care Service will be billed to the health plan at plan fees in effect.

- c. Fees for additional services that are not payable under the health benefit, will be billed to the Client directly as outlined in Exhibit B.

7. Relationship of ExpressMed to Client. The Parties acknowledge and agree that ExpressMed's relationship to Client is that of an independent contractor. This Agreement does not constitute either Party as an agent of the other Party. Neither Party shall be responsible for any obligation or liability incurred or assumed by the other Party except as specifically described in this Agreement.

8. Indemnification.

- a. Indemnification of Client by ExpressMed. ExpressMed shall indemnify, defend and hold harmless Client and its affiliates, directors, officers, board members, administrators, agents and employees from any and all claims, demands, actions, suits and other proceedings, whether civil, criminal, administrative, investigative or otherwise, together with all judgments, damages, fines, losses, costs, expenses and other amounts including attorneys fees, fines, penalties and punitive damages due to, arising or alleged to have arisen out of (i) any negligent or unauthorized act, willful misconduct, violation of law, or effort or omission by ExpressMed or its directors, officers, board members, administrators, employees or agents related to or resulting from the performance of the duties and responsibilities of ExpressMed pursuant to this Agreement and (ii) any negligent act, error or omission by any Medical Provider, Clinician or Health Professional.
- b. Indemnification of ExpressMed by Client. Client shall indemnify, defend and hold harmless ExpressMed and its affiliates, directors, officers, board members, administrators, agents and employees from any and all claims, demands, actions, suits and other proceedings, whether civil, criminal, administrative, investigative or otherwise, together with all judgments, damages, fines, losses, costs, expenses and other amounts including attorneys' fees, fines, penalties and punitive damages due to, arising or alleged to have arisen out of any negligent or unauthorized act, willful misconduct, violation of law, or effort or omission by Client or its directors, officers board members, administrators, employees or agents related to or resulting from the performance of duties and responsibilities of Client pursuant to this Agreement.

9. General Provisions.

- a. Sole Agreement. This Agreement constitutes the sole agreement between the Parties with regards to a near site medical clinic. Any and all other prior agreements, whether written or oral, between the Parties are cancelled and superseded by this Agreement.

- b. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, except that this Agreement may be assigned by the either Party to another entity in connection with a reorganization, merger, consolidation, acquisition or other restructuring involving all or substantially all of the voting securities and/or assets of such Party provided that written notice of such assignment is provided to the other Party promptly thereafter.
- c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, permitted transferees, successors and assigns.
- d. No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term shall constitute a consent to any prior or subsequent breach.
- e. Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- f. Force Majeure. Any failure by ExpressMed to perform its obligation related to the Program hereunder, or for any failure the Medical Providers and the Clinicians to perform Medical Services shall be deemed not to be a breach of this Agreement if such failure by ExpressMed or the Medical Providers and the Clinicians is caused by a condition beyond ExpressMed or the Medical Providers and the Clinicians reasonable control including, but not limited to, an Act of God, war, terrorism, strike, fire, flood, natural disaster, governmental restrictions, power failure, internet outages or damage to or destruction of any computer or network facilities or servers.
- g. Governing Law. This Agreement in all respects is to be interpreted and construed in accordance with the laws of the State of Ohio.

10. Notices. All notices required by this Agreement shall be in writing and sent by first class United States mail, postage prepaid, to the other part at the address set for the below:

HealthServe LLC  
d/b/a ExpressMed Medical Centers  
Michael C. Bourland  
2939 Kenny Road Suite 200  
Columbus, Ohio 43221

Client:  
Mayor Thomas Kneeland  
200 South Hamilton  
Gahanna, Ohio 43230

Tara L. Johnson  
Mount Carmel Health  
6150 East Broad Street  
Columbus, Ohio 43213-1574

11. Execution and Enforceability of Agreement. Client and ExpressMed represent and warrant to each other that (a) each is not prevented by any other agreement or contract or any law from entering into and performing this Agreement in accordance with its terms and (b) this Agreement has been duly and validly executed and delivered, and constitutes the legal, valid, binding and enforceable agreement of Client and ExpressMed.

12. Expectations of service. Service-level agreements and expectations of service are outlined in Exhibit C.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the first date above written.

HealthServe LLC  
d/b/a ExpressMed Medical Centers

Client

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_

**EXHIBIT A**  
**Fee Schedule**

**Fees for Primary Care Medical Services:**

Fees paid by Client Employer for non-Steel Worker employees:

Year 1 - \$30.00 per eligible participant per month

Year 3 - \$35.00 per eligible participant per month

Year 3 - \$40.00 per eligible participant per month

**Fees for Metabolic Syndrome Screenings:**

Fees for elected add-ons (highlighted in Exhibit B)

\$4.83 per eligible female or non-PSA eligible male per month

\$6.58 per PSA-eligible male per month

Fees paid by Steel Workers Union for Steel Workers participants:

\$3.75 per eligible participant per month

Fees paid by non-eligible participants on the Client's employer-sponsored plan:

\$3.75 per eligible participant per month

**Primary Care Medical Services include (excludes Steel worker employees):**

Urgent Care – evaluation, assessment and diagnosis for injuries, illnesses and urgent conditions when seen at an ExpressMed facility on a walk-in basis.

Primary care appointments for health maintenance – appointments scheduled during specified hours at the Gahanna ExpressMed facility. Will include the evaluation, assessment and relevant diagnosis.

Medical Provider-dispensed Pharmacy – commonly prescribed short-term medications dispensed at an ExpressMed facility.

Health assessment and Biometric screenings – appointments scheduled during specified hours at the Gahanna ExpressMed facility. Includes screening for metabolic syndrome, health assessment and online portal for tracking health and wellness information.

Screening for metabolic syndrome includes the following:

- a. Lower Density Lipids (LDL) cholesterol
- b. Triglycerides
- c. Blood pressure
- d. Waist circumference and Body Mass Index (BMI)
- e. Blood Glucose

Health Coaching/Wellness – One on one advising sessions scheduled during specified hours at the Gahanna ExpressMed facility.

Telephonic Nursing Line – 24/7 access to Mt Carmel nursing line and population health maintenance personnel

## **EXHIBIT B**

### **Additional Services that can be provided at an additional cost to Client:**

#### Health and wellness services:

Bone density machines - \$50 per hour, per machine.

PSA(Prostate Specific Antigen) screenings for males over the age of 50 - \$21 per person

A1c testing - \$17 per person tested

Cotinine testing - \$21 per test

Wellness incentive tracking - \$20 more per participant per year

Dietary Analysis - \$65 per person with a registered and licensed dietitian

Flu vaccination clinics - \$22.50 per person or billed to insurance at the Express Med agreed-upon rate.

Mount Carmel Mobile Mammography coach – billable to insurance at the rates agreed-upon by Mount Carmel and the participant's insurance carrier

#### Occupational Health Services:

Substance Abuse Testing - variable pricing dependent upon specific test

Physical Exams – Sports, Work Permit and DOT – variable pricing dependent upon specific exam

Other Ancillary Services – Vaccinations, X-ray, various Laboratory Testing – variable pricing dependent upon specific service

Work-related injuries may result in a First Report of Injury and a Bureau of Workers Compensation claim, but patient will not be billed directly for these services. a

#### Urgent care and Primary Care services:

Immunizations and vaccinations, injections, braces or splints, and other services necessary based on the assessment and diagnosis within the Urgent Care or Primary Care appointment.

Retail products for nutritional and sports support available in the Center

Long-term maintenance medications (90-day supplies) may be delivered to the Gahanna ExpressMed facility but would be billed through insurance.

For situations that result in a referral outside of the Center (including Emergency Department or specialist referrals), health plan reimbursement or self-pay will be necessary.

#### On-site programming:

Whole Health Program – provided at the Center for up to 20 participants to reduce risks of metabolic syndrome and increase engagement in personal healthcare - \$1,600 for 12-week program.

Goal-setting Program - \$800 for a 6-week program aimed at helping up to 20 participants understand the importance of goals, how to make a plan and how to follow-through on the plan.

Smoking cessation program - \$800 for up to 20 participants with a certified smoking cessation specialist.

Metabolic syndrome screenings for non-health plan participants: \$45 per person per year

**EXHIBIT C**  
**Expectations of Service**

Primary Care Services:

- a. 95% of Client employees will be seen within 15 (fifteen) minutes of scheduled appointment time, and will be discharged within an hour of appointment time.
- b. Primary Care Services will be available at times and dates mutually-agreed upon every 6 (six) months.

Urgent Care Services:

- a. 85% of Client employees will be seen within 30 (thirty) minutes of entering the Center for non-scheduled services and will be discharged within an hour of being seen, as long as the situation is not life-threatening or unusual in nature.
- b. Urgent care hours of availability will be reviewed and agreed-upon every 6 (six) months.

Reporting:

- a. Utilization and Return on Investment (ROI) reports will be based on metrics that are mutually-agreed upon by both parties and will be reported on a quarterly basis with available information.
- b. Biometric data results will be available 2-3 weeks following the last screening date and a dashboard (refer to exhibit D) will be made available with a comprehensive report outlining the health and wellness opportunities of the workforce.

