



CITY COUNCIL AGENDA REQUEST

MEETING TYPE

Mayor & Council Meeting

MEETING DATE

1/5/2026

AGENDA ITEM

TextCare Service Agreement

DEPARTMENT

Human Resources

REQUESTED BY

Haliyma Jones

REVIEWED/APPROVED BY CITY ATTORNEY?

Yes

COST

Cost approved through the City's 2026 Budget Hearing for Health Insurance

FUNDING SOURCE IF NOT IN BUDGET

N/A

PLEASE PROVIDE A SUMMARY OF YOUR REQUEST, INCLUDING BACKGROUND INFORMATION TO EXPLAIN THE REQUEST:

Human Resources is seeking approval to enter into an agreement with Med Investors Development LLC, doing business as One to One Health, also known as "TextCare," to provide services to eligible employees for the 2026 Health Insurance plan year. The cost of these services has already been incorporated into and approved as part of the 2026 Health Insurance budget.

PHONE

706-278-9500

WEBSITE

www.daltonga.gov

ADDRESS

300 W Waugh Street
PO Box 1205 Dalton,
Georgia 30722

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is made as of the 1st day of January, 2026 ("Effective Date") between **City of Dalton** with its principal place of business at 300 W Waugh Street, Dalton, GA 30720, ("Client"), and **Med Investors Development LLC, dba One To One Health**, having its principal place of business at 1110 Market Street, Suite 502, Chattanooga, TN 37402 ("One To One") (individually a "Party" and collectively "Parties"), whereby One To One agrees to provide to Client the services described below, subject to the following terms and conditions:

1. STATEMENT OF WORK

A. Description – Subject to the terms of this Agreement, One To One shall provide the personnel and such tools, supplies and equipment as may be reasonably and ordinarily required to operate, manage and administer virtual primary care services for the benefit of Client eligible employees and those residing in their household ("Participants") as more fully described in the project description and Statement of Work attached hereto as **Schedule A** (the "Services"). One To One shall arrange for physician(s) (including any Physician Services Provider, as defined herein), nurse practitioner(s), physician assistant(s), nurses, care managers, and/or medical assistants ("Medical Professionals") to provide the Services that constitute medical services, including, but not limited to telehealth, primary care, and/or care navigation (collectively, the "Medical Services"). One To One shall arrange for its employees or independent contractors (the "Management Personnel", and together with the Medical Professionals, the "Personnel") to provide the Services that are not Medical Services (collectively, the "Management Services"). Personnel shall perform the Services primarily in a remote setting, but also on premises as designated by Client and described on **Schedule A** attached hereto. Client and One To One may revise, amend, alter, modify, add or extend the Services from time to time by mutual written agreement.

B. Pricing:

i. One To One shall bill client directly for amounts owed. Client shall compensate One To One, within thirty (30) days from receipt of invoice, for the Management Services in accordance with the pricing schedule attached hereto as **Schedule B**. Client can choose to establish and utilize ACH online banking for payment transfer method. One To One shall be entitled to be paid interest at one and a half percent per month for any undisputed amount that is past due after 120 days. In the event of non-payment following thirty (30) days after interest begins to accrue, One To One shall provide thirty (30) days' notice to Client, at which time if full payment of all undisputed amounts is not paid at the end of said period, One To One shall be entitled to immediately suspend performance or terminate this Agreement in accordance with **Section 3** of this Agreement. Such termination does not relieve Client of its obligations to remit payment for all outstanding amounts plus accrued

interest and of Client's liability for any other expenses, including without limitation, collection costs.

- a. All invoices to Client will be sent from either billing@121.health or quickbooks@notification.intuit.com with a subject line of "Invoice xxx from One to One Health". Please add these addresses to your email server so invoices do not go to spam.
 - i. Client Accounts Payable Contact Name:
 - ii. Client Accounts Payable Email:
- b. Should Client have any questions regarding an invoice, please reach out to either your business contact or billing@121.health.

C. **Services Requirements** - All Services will be performed in accordance with the terms of this Agreement and applicable exhibits, by trained, properly credentialed and supervised Personnel in accordance with industry standard practices and all applicable laws and regulations as mandated by the federal government, state government or any local authority having jurisdiction over the Services and Personnel. One To One agrees to take all commercially reasonable steps to correct any deficiencies in the Services. All work performed by One To One shall be performed in compliance with all applicable federal, state and local safety laws, regulations and ordinances. One To One further agrees to comply with all applicable Client policies governing Services as posted on Client's website or as provided to One To One. Client agrees to provide at least thirty (30) days' notice to One To One of any changes to its policies that impact the Services.

D. **Term** - This Agreement shall be effective upon the mutual agreement of both parties. The date that the Services begin is the Commencement Date. The Agreement shall continue for a period of one (1) year and automatically renew for subsequent one (1) year periods unless terminated by either Party providing written notice one hundred and twenty (120) days prior to the expiration of the then current term.

E. **Termination**. The expiration or the termination of this Agreement shall not affect the obligation of Client to pay compensation to One To One or pay for any outstanding invoice(s) for the period prior to such expiration or termination and shall not affect the obligation of One To One to provide quarterly reports for the period prior to the effective date of such expiration or such termination. In addition, upon the expiration or termination of this Agreement, One To One shall use its commercially reasonable efforts to cooperate in the transition of the Program to any successor Program provider (including, but not limited to, making employee medical records reasonably available to any successor in accordance with federal and state law).

2. PERSONNEL

- A. **One To One's Responsibility; Legal, Wage and Tax** – One To One hereby assumes all legal responsibility as the employer or contractor of the Personnel for the performance of the Services, including responsibility for payment of compensation due such Personnel and compliance with all applicable Federal, state, and local tax requirements.

B. Quality

- i. All Personnel selected by One To One to perform Services shall possess sufficient useful skills and experience as to be able to perform such Services, from said Personnel's initial date of involvement, in accordance with the applicable standard of care and in a competent and professional manner. One To One and all Personnel shall comply with all applicable local, state, and federal laws, rules and regulations in the delivery of the Services.
- ii. One To One shall contract with and ensure that each Medical Professional is obligated to meet the following criteria during the term of this Agreement: (a) be qualified; (b) maintain a duly issued and active license to provide the Medical Services in the relevant states whereby eligible employees of the Client reside; (c) be in good standing with his or her profession and state professional association; (d) not be subject to any license restriction, revocation, or suspension; and (e) and shall not be convicted of a felony. Notwithstanding anything to the contrary in this Agreement, each Medical Professional shall determine his or her own means and methods of providing the Medical Services, and nothing herein shall interfere with, influence, or direct such Medical Professional's medical judgment.
- iii. In the event that any Medical Professional does not meet the criteria in Section 2(B) (ii) during the term of this Agreement, One To One shall promptly replace such Medical Professional with another Medical Professional that does meet such criteria.

C. Equal Employment Opportunity – One To One agrees to enact and maintain a policy to employ, train, reward and promote Personnel based on the requirements of their respective jobs and their ability to perform their jobs. This policy shall be implemented without regard to race, color, religion, national origin, sex, age, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era. One To One further agrees to comply with all applicable federal, state and local equal employment opportunity laws and regulations including Title IV of the Civil Rights Acts of 1964, Executive order 11246, and, to any applicable provisions set forth in the HIPAA regulations found at 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.4, 41 C.F.R. 60-741.4, 41 C.F.R. 60-1.8 and 41 C.F.R. 1-12803.10.

4. SUPERVISION

One To One shall efficiently and adequately supervise the performance of the Personnel who provide or contribute to the provision of Services. The right and duty to make work assignments, to correct deficient performance, and to effectuate all other aspects of its supervisory responsibility hereunder shall at all times remain with One To One.

5. PERMITS AND LICENSES

- A. One To One's Obligation – One To One shall obtain all necessary permits, licenses and certifications necessary for the performance of the Services. One To One will observe and abide by all applicable laws, regulations, ordinances and other rules of the federal, state, or local authority where the work is done, or any other duly constituted public authority.
- B. Laws – One To One shall comply with all federal, state and local laws, regulations, executive orders and the like, including those regarding employment, age, citizenship, hours, wages, withholding and conditions of employment affecting the Services covered by this Agreement.
- C. Practice of Medicine – The Parties understand and agree that the Scope of Work pursuant to this Agreement may include or may be in the future amended to include One To One's arrangement for the provision of Services by one or more licensed physicians who will examine and/or treat patients onsite or remotely or will directly supervise the provision of Services by nurses, nurse practitioners or other allied health care personnel, as required by applicable medical practice acts or other laws. If applicable law prevents or makes it inadvisable for One To One to directly employ a physician to provide services required to be performed by a physician under this Agreement, or in the event that One To One deems it advisable in its sole discretion, One To One may, for purposes of providing Services pursuant to the terms of this Agreement, enter into a subcontract or similar relationship with one or more physicians, professional corporations or other entities ("Physician Services Provider") duly authorized to practice medicine. Such subcontracting costs, if any, shall be at no additional cost to Client. One To One shall require all Physician Services Providers to agree to all terms and to perform all obligations under this Agreement related to the providing Personnel and Services.

6. INDEMNIFICATION.

- A. One To One shall defend, indemnify and hold harmless Client and its owners, employees, and agents ("Indemnified Parties") against any loss, damage, expense, or cost, including reasonable attorney's fees ("Liabilities"), arising out of any direct claim or any third party claim, demand, action, suit, investigation, arbitration or other proceeding by a third party resulting from or relating to any breach of any duty, representation, or warranty of this Agreement and any act or omission by any Personnel; provided, that such indemnification obligations will not apply to any Liabilities arising from or the result of the acts of omissions of an Indemnified Party.
- B. If a Party entitled to indemnification hereunder (the "Indemnified Party") becomes aware of any matter it believes is indemnifiable hereunder involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party, as a condition precedent hereto, shall give the other Party (the "Indemnifying Party") prompt written notice of such Action. Such

notice shall (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands, and other papers related to the Action and in the possession of the Indemnified Party. The Indemnifying Party shall have the sole right to settle and/or to defend any Action with counsel of the Indemnifying Party's choice reasonably acceptable to the Indemnified Party. Any Indemnified Party shall have the right to participate in the defense of any Claim with counsel of its choice at its own expense. Any compromise or settlement of an Action shall require the prior written consent of both Parties hereunder, such consent shall not to be unreasonably withheld, delayed or conditioned.

7. INSURANCE

- A. One To One shall carry, during the term of this Agreement at the expense of One to One Health, at least the following minimum insurance:
 - i. Statutory Workers' Compensation as required by statute, to include a waiver of subrogation.
 - ii. Employer's Liability Insurance with minimum limits of \$500,000 per accident and shall name Client as an additional insured.
 - iii. Comprehensive General Liability \$1,000,000 per occurrence bodily injury and property damage with a \$5,000,000 general aggregate. Policy shall name Client as an additional insured, shall include a waiver of subrogation in favor of Client, and coverage should stipulate it is primary and not contributing to any insurance incidentally carried by Client.
 - iv. Professional Liability Insurance in the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such other amounts as required under applicable laws of the State of Tennessee.
 - v. Directors and Officers coverage with minimum limits in the amount of \$1,000,000 per claim/loss with an annual aggregate of \$3,000,000.
- B. One To One shall furnish to Client upon request certificate(s) properly executed by its insurance carrier showing that all insurance is in full force and complies with the requirement of this Agreement.
- C. One To One shall insure that any Medical Professionals who perform Medical Services hereunder shall have medical malpractice insurance coverage in amounts the amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, or such other amounts as required under applicable laws of the State of Tennessee.
- D. In the event that any Medical Professionals are engaged by One To One to perform any Services hereunder, One To One shall ensure that each such Medical Professional

maintains the required types and amounts of insurance coverage as set forth in this Agreement.

- E. Upon expiration or termination of this Agreement, One to One agrees to obtain two years continuous liability insurance or “tail” coverage (whichever is more cost effective) for all acts or claims of omission or negligence which may be brought at any time against any Personnel during the term of this Agreement and any extension, as provided by the insurance company or companies providing liability insurance to One To One and/or individual medical services providers who have provided Services pursuant to this Agreement.

8. CONFIDENTIALITY AND NON-USE

- A. Confidential Information Defined – In order to provide Services hereunder, One To One and/or Client may be furnished with, receive, or otherwise have access to information and materials that are considered to be confidential and/or proprietary to the other Party (“Confidential Information”). Confidential Information includes all information, in any form, furnished or made available directly or indirectly to each Party orally or in writing that relates in any way to the other Party; their respective existing or former employees or Participants; existing, former or potential customers; or other third parties with whom that Party has a business relationship. Without limiting the generality of the foregoing, the identity of One To One’s affiliated physicians and/or programs, One To One’s costing and pricing data and means and methods of business operations are confidential and proprietary. Therefore, each Party shall maintain any and all such information and information transmitted to or otherwise acquired as a result of performing its Services under this Agreement, in confidence, without disclosing same to any third party unless having the prior written permission of Client or One To One, as the case may be, or unless disclosure is required pursuant to the Georgia Open Records Act or other legal requirement. All information received, developed or otherwise acquired during or because of the course of performing the Services under this Agreement is presumed to be confidential. Confidential Information will include medical records or information pertaining to the diagnosis or treatment of any patient, provided that any medical records or Protected Health Information as defined by Federal Law under HIPAA shall not be deemed Confidential Information of Client, nor shall Client have any right to review or access such information except as provided by law. Confidential Information will also include any information that should reasonably be considered to be confidential and/or proprietary to a Party in the normal course of business.
- B. For purposes of this Agreement, Personal Information shall mean information provided to One To One by or at the direction of Client, or to which access was provided in the course of One To One’s performance of the Services under this Agreement that: (i) identifies an individual (by name, signature, address, telephone number or other unique identifier) and (ii) that can be used to authenticate that individual (including, without limitation, passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers). An individual’s social security number, even in

isolation, is Personal Information. Personal Information includes information about Client employees and their dependents and beneficiaries, as well as information about employees of Client's clients for whom One To One provides Services, and their dependents and beneficiaries. Any Personal Information disclosed by Client shall be considered Confidential Information.

- C. Confidential Information Exclusions – Notwithstanding any provisions of this Section to the contrary, Confidential Information will not include information that is: (i) already lawfully known by the other Party prior to receiving such information from the disclosing Party; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act of the receiving Party; (iii) subsequently disclosed on a non-confidential basis by a third party not having a confidential relationship with the disclosing Party and such third party rightfully acquired such information; (iv) independently developed by the other Party without reference to the disclosing Party's clients' materials; or (v) communicated to a third party with the express written consent of the disclosing Party. The foregoing exceptions do not apply to the disclosure of Personal Information, which shall not be disclosed without the prior written consent of the employee or person to whom the Personal Information pertains, unless permitted or required by law.
- D. Protection of Confidential Information - Each Party will keep and maintain all Confidential Information in strict confidence and will protect Confidential Information with at least the same degree of care (and in any event no less than reasonable care) that it uses to protect its own Confidential Information. One To One may disclose such information of Client to permitted subcontractors performing Services, provided that One To One will cause all recipients to sign a non-disclosure agreement.
- E. Required Disclosure – Nothing in this Agreement shall be construed to limit or preclude timely compliance with the Georgia Open Records Act, a lawful subpoena, or other legally required disclosures of any information including Confidential Information. If either Party is required by law to disclose Confidential Information of the other, the Party so required will give prompt advance written notice of such requirement to the other Party if practicable. Reasonable efforts will be made to provide this notice in sufficient time to allow the other Party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, if practicable, and the Party required to disclose Confidential Information will cooperate in such efforts. In no event shall a Party waive any applicable exemption to disclosure under the Georgia Open Records Act without the other Party's prior written consent.

9. INDEPENDENT CONTRACTOR

One To One shall be at all times be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as an independent contractor. Any provisions in this Agreement which may appear to give Client the right to direct One To One as to the details of doing the work or to exercise a measure of control over the work shall mean only that One To One shall follow the desires of Client in the results of the work. Neither One To One nor any of its employees or agents shall be considered an employee or agent of Client, nor shall any partnership, co-venture or joint employer relationship be created by virtue of this Agreement or of its performance. All persons engaged by One To One, either as employees or agents to assist One To One in the performance of this Agreement, will be of its own selection, for its own account and at its own expense. No prior course of dealing between Client and One To One shall be of any effect to modify in any respect One To One's status under this Agreement as an independent contractor.

10. NOTICES

Any notice to be given hereunder by either Party shall be in writing and shall be deemed to be given if sent by registered or certified mail, and upon receipt by the other Party if sent by regular mail, or facsimile transmission addressed as follows:

If to One To One: One To One Health, LLC
 1110 Market Street, Suite 502
 Chattanooga, Tennessee 37402
 Attn: David Kinzler (CEO)

If to Client: City of Dalton
 300 W Waugh Street
 Dalton, GA 30720
 ATTN: Halima Jones, Human Resources Director

11. MODIFICATIONS AND AMENDMENTS

Any changes in the provisions of this Agreement made subsequent to the execution of this Agreement shall be made by formal amendments identified as such, executed and approved in the same manner as this Agreement.

12. PHYSICIAN SERVICES

Neither One To One nor Client shall engage in the practice of medicine nor in any way direct or control the practice of medicine or direct the provision of health services required to be provided by a licensed physician. It is agreed that One To One's role under this Agreement shall, at all times, be that of providing Management Services and overseeing the administration of Management Services under this Agreement and that any Medical Services to be provided under this Agreement shall be solely provided by and under the direction of a physician or Medical Professional.

13. AUDIT AND EXAMINATION: SECURITY

A. Audit and Examination

- i. During the Term and for a period of two (2) years thereafter, upon reasonable advance written notice by Client and subject to the limitations herein, One To One shall provide Client auditors with access to One To One's premises, systems and documentation as Client may reasonably request in order to verify One To One's compliance with the accuracy of bills sent pursuant to this Agreement and security of Protected Health Information.
- ii. Such audits shall (i) be performed during usual business hours and without unreasonable interruption of the business of One To One, (ii) commence on a mutually agreeable date provided that, unless otherwise agreed, such audit shall commence within thirty (30) days after request therefore, (iii) be performed not more often than once per year, (iv) be performed not more than two years following the expiration or termination of this Agreement and (v) in the case of financial audits, be limited to revenues and costs directly related to this Agreement. For the purposes of determining the proper amounts payable under the provisions of this Agreement, Client's right to audit provided for in this subparagraph shall be limited to verifying time and materials supplied to Client and shall not include the right to audit or review underlying wage or cost information nor auditing the composition of any specified percent, fixed rate or fixed fee referred to in this Agreement. Any audit hereunder shall be conducted only following entry into a confidentiality and non-disclosure agreement, subject to any limitations which may be imposed by applicable law.
- iii. One To One shall maintain complete and accurate accounting records in connection with Services performed and materials provided hereunder, in accordance with generally accepted accounting principles, to substantiate its charges.
- iv. In connection with its obligations under this audit section, One To One shall reasonably cooperate and provide to Client Auditors, in a timely manner, all such assistance as they may reasonably require in connection with any audit or examination. Client shall provide One To One with a reasonable time period to complete the requests of the auditors and examiners. Client shall provide One To One

with a copy of the results from any such audit upon One To One's request.

B. **Security.** Notwithstanding anything to the contrary contained in this Agreement and in addition to, and not in lieu of, any other provisions in this Agreement regarding confidentiality and data security, the following shall apply with respect to Restricted Data:

- i. One To One represents and warrants that it has and shall maintain and enforce, at all locations where services relating directly or indirectly to the Services are performed, a written comprehensive information security program containing appropriate administrative, technical and physical safeguards for the security and protection of all restricted or protected data, including but not limited to information protected by HIPAA regulations, Social Security numbers and personally identifiable information protected by State statutes or regulations ("Restricted Data"). One To One further represents and warrants that its security program is periodically reviewed and appropriate updates are implemented to address any gaps identified in its security program. One To One agrees to make its security policies and procedures available to Client upon reasonable request.
- ii. One To One represents that its written information security program and computer system security procedures that are at least (i) equal to industry standards applicable to medical clinics; and (ii) in compliance with applicable law, specifically including applicable HIPAA security requirements and the requirements of applicable State law concerning any Social Security numbers included in the Restricted Data.
- iii. With respect to any Restricted Data provided to One To One by Client, One To One expressly agrees to:
 - a. Protect the security and confidentiality of Restricted Data it receives or accesses in accordance with its information security program and this Agreement
 - b. Limit access to Restricted Data to those employees who have a legitimate business need to know the information.
 - c. Prohibit disclosure of any social security numbers included in the Restricted Data except as expressly permitted in accord with HIPAA regulations and federal and state law.
 - d. Require all of its subcontractors and agents that receive, use or have access to Restricted Data to agree in writing to implement reasonable and appropriate security safeguards to protect it and to agree in writing to the confidentiality and security requirements of HIPAA regulations and applicable federal and state laws.
 - e. Understand the requirements of applicable federal and state law concerning breaches of security and notification of disclosures of Social Security numbers and personally identifiable information, and to immediately report to Client any

security incident involving any social security numbers, and shall promptly report to Client, not less than three (3) business days, in the event of any unauthorized disclosure of or access to Restricted Data, or security breach thereof (such as through loss, or theft of laptop computers, theft of customer data, system security failures, etc.), and to provide Client with all information necessary to permit Client to timely comply with the notification provisions of HIPAA and of applicable State law and any implementing rules. To the extent One To One is required to make its own notification under law concerning any Restricted Data, One To One agrees, to the extent allowable by law, to cooperate with Client regarding the notification process prior to making such notification.

- iv. If Client reasonably determines, following any requested review of One To One's security practices with respect to the Services (including in connection with a Client "technology due care assessment" or similar review), that there are any material gaps or deficiencies in such One To One security (e.g., if, with regard to One To One's security, Client has what is considered a "strong recommendation" under Client's technology review procedures as of the effective date of this Agreement), then the Parties shall work together in good faith to reach a mutual agreement by which to address such gaps or deficiencies.
- C. Unauthorized Access - One To One shall use commercially reasonable efforts and all efforts required by applicable laws and applicable industry standards to secure and defend the Services against "hackers" and others who may seek to breach the security of the Services including unauthorized access to the Services, or unauthorized modifications of the Services, and to rectify any such breaches or modifications.
- D. Testing - One To One shall periodically (at least annually) test the software code and other aspects of the Services for potential areas where security could be breached. One To One shall report to Client promptly any breaches of security (including breaches of One To One's security processes), failure to comply with Client security protocol and unauthorized modifications of, or access to, the Services to the extent that there existed a substantial probability that such breaches could have affected Client or information maintained pursuant to this Agreement.
- E. One To One shall undertake commercially reasonable efforts to at all times comply with the Payment Card Industry Data Security Standard ("PCCIDSS") requirements for cardholder data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the "PCIDSS Requirements"). A copy of current PCIDSS Requirements documentation is available on the PCI Security Standards Council website at <https://www.pcisecuritystandards.org>.

14. BUSINESS CONTINGENCY

One To One shall maintain a business contingency plan designed to address any emergency business shutdowns, etc. and will provide such plan to Client upon request. In the event of an actual or perceived emerging issue, disaster, disruption of the Service or an outage, One To One shall (a) promptly provide Client with notice of the same and ongoing status updates. If the Services are not reinstated within reasonable recovery times, Client shall have the right to terminate this Agreement immediately upon written notice to One To One. In the event of such termination, One To One shall be relieved of its liability under this Agreement with respect to other non-performance or non-compliance under this Agreement unless One To One is guilty of negligence or other fault.

15. MISCELLANEOUS PROVISIONS

- A. The entire Agreement between the Parties with respect to the Services is expressed in the written documents, including the schedules and amendments constituting this Agreement between the Parties, and supersedes all proposals and negotiations not expressly set forth herein.
- B. Neither Party shall be liable to the other under any circumstances for incidental, consequential, indirect, exemplary or punitive damages of any kind under any theory, whether sounding in tort, contract or otherwise.
- C. This Agreement is entered into in Georgia and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of Georgia. State or federal courts in Whitfield County, Georgia shall have sole and exclusive jurisdiction over the Parties and over any action arising out of or in connection with this Agreement or its breach, and such courts shall be the sole and exclusive venue for any such action.
- D. In the event of any dispute or disagreement between the Parties hereto, either with respect to the interpretation of any provision of this Agreement or the respect of the performance by either Party of its duties hereunder, each of the Parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision. No formal proceedings for the judicial or other resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely, provided that either Party may seek injunctive or other equitable relief to prevent the disclosure of any confidential information or to address any other issue that may cause irreparable harm to the Party seeking such relief if action is not immediately taken.
- E. Headings provided in this Agreement are provided solely for the convenience of the parties and shall not in any manner affect the meaning or interpretation of this Agreement.

- F. No delay or failure of either party in exercising any right or power under this Agreement shall operate as a waiver of such right or power to prevent the future exercise of such right or power. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of this Agreement shall only be provided in writing.
- G. Any liabilities or obligations of either Party for acts or omissions arising prior to the termination of this Agreement, or relating to Confidential Information, indemnification, limitations of liability, payments, costs and expenses, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) the expiration or earlier termination of this Agreement, shall so survive. Notwithstanding anything contained in this Agreement, each Party does not waive any right or claim that it has or may have in the future.
- H. Nothing contained in this Agreement or in any bond or certificate or policy of insurance or in any provision of any indemnity shall be construed to be a waiver by Client of any other provision of federal, state, or local law affording Client protection from or limitation of tort or other liability.
- I. If any provision of this Agreement is found to be illegal or otherwise invalid, then the validity of the remaining provisions shall not be impaired. The Parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the effective date of this Agreement or the date of illegality, whichever is later.
- J. Neither Party shall assign, transfer, license, or resell all or any part of its rights or interest under this Agreement without first obtaining the written consent of the other Party.
- K. One to One will provide quarterly aggregate reporting to Client which will include utilization, engagement, top diagnoses, top prescriptions, day of week visit trend, and monthly visit trend. All reporting information will be de-identified and compliant with HIPAA and applicable law.

EXECUTED by an authorized representative of each Party as of the date first above written.

City of Dalton:

By: _____

Name: Haliyma Jones

Title: Human Resources Director

Date: _____

One To One Health:

By: _____

Name: David Kinzler

Title: CEO

Date: _____

SCHEDULE A

SERVICES

Services: As of the Commencement Date, One To One shall provide the following services to all eligible employees and those residing in their household:

- 24/7 no-cost access to preventative health services via text message, voice, and video visits
- Coordinated referrals to high-quality specialty physicians
- Continuous provider-driven follow-up care

SCHEDULE B

FEES AND PAYMENT SCHEDULE

MONTHLY FEE: \$10 PER EMPLOYEE PER MONTH