

REVIEWED
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LEGAL COUNSEL

Standard Deschutes County Service Contract

**DESCHUTES COUNTY SERVICES CONTRACT
NO. 2022 - 057**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Human Resources Department (County) and Premise Health Employer Solutions, LLC (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be January 1, 2022. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on December 31, 2023. Deschutes County may extend the agreement for up to five (5) years in one (1) year increments based on Contractor's performance, County needs and available funding. Contract termination shall not extinguish or prejudice either party's right to enforce this Contract with respect to any default by either party that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.
Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.
Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address: _____
Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No
Business Designation (check one):
 Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. **NOTE:**

Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature Title

Name (please print) Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20__ Dated this _____ of _____, 20__

DESCHUTES COUNTY

PATTI ADAIR, Chair, County Commissioner

ANTHONY DeBONE, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in the Budget attached to this Agreement as Exhibit 7. Contractor shall invoice County for the Services described in the SOW or any subsequent SOW or approved Budget Detail, as well as the Expenses set forth in the Budget. All Contractor invoices (except those which are subject to good faith dispute for reasons set forth in writing within 15 business days of submission) shall be payable 30 days from the date of the invoice. If any amount is disputed by County in good faith, County shall timely notify Contractor and the Parties shall negotiate in good faith to resolve the dispute. County will pay Contractor invoices by electronic funds transfer. If County utilizes a third party procurement or payables vendor to pay Contractor, Contractor will assess a one percent (1%) administrative fee and pass through to County any costs incurred for submitting invoices to or accepting payment from such vendor. Unpaid invoices shall accrue interest at the rate of 1.5% per month beginning 10 days following the due date of the invoice.
3.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall identify amounts due and hours worked each month by position and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems reasonably necessary to verify work has been properly performed in accordance with the Contract.
4. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County, which shall not be unreasonably withheld, except that Contractor may delegate or assign its obligation to perform certain of the services under this Contract to a professional corporation, professional association, or similarly structured legal entity, duly qualified in the state or Oregon and further, except that Contractor may assign its rights and delegate the Services hereunder to an affiliate or in connection with a sale, merger, acquisition, reorganization, or by operation of law, provided that any successor in interest shall be financially able and qualified to provide Services without negative impact on County. The County will be consulted regarding decisions to delegate or subcontract work with material impact on the County.
 - a. Other than as permitted in the Contract, any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem reasonably necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
5. **No Third Party Beneficiaries.**
 - a. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as

intended beneficiaries of this Contract.

6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Early Termination.** This Contract may be terminated as follows:
 - a. **Mutual Consent.** County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. **For Cause.** County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions; provided, that no termination of this Contract shall be effective during and prior to the expiration of any patient notice period required to be given by Contractor or its Health Care Personnel under applicable state or federal law.:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
 - c. **Contractor Default or Breach.** The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof and, such failure continues after 30 days written notice to Contractor,.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 30 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
 - d. **County Default or Breach.**
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 30 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.
8. **Payment on Early Termination.** Upon termination pursuant to paragraph 6, payment shall be made as follows:
 - a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if County has not notified Contractor of a breach of this Contract. . Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
 - b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination.
 - c. If terminated under subparagraphs 6c-e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date.:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) Subject to the limitations under paragraph 8 of this Contract.
9. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under

this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- b. If terminated by the County due to a breach by the Contractor or by Contractor do to a breach by County, the non-breaching party may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract and declaration of ineligibility for the receipt of future contract awards.
- c. Additionally, County may complete the work either by itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then County may seek to recover from the Contractor the amount of any reasonable excess.
- d. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- e. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, each party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- f. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- g. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

10. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are needed to complete the work and that are or would be deliverables had this Contract been completed.

11. Work Standard.

- a. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

12. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

13. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

14. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is entitled to reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses incurred by Contractor shall be charged to County at the amounts set forth on the agreed upon annual budget detail.

- c. The cost of any subcontracted work approved in this Contract shall be charged to County at the amounts set forth on the budget.
 - d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
 - e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.
- 15. Criminal Background Investigations.** Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County to the extent permitted by applicable law and, if such investigations disclose criminal activity, not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may request that such Contractor employee or agent no longer provide services for County.
- 16. Confidentiality.** Each party shall maintain confidentiality of information obtained pursuant to this Contract as follows:
- a. Neither party shall use, release or disclose any information concerning any employee, client, applicant or person doing business with the other party hereto for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the other party, and if applicable, the employee, client, applicant or person.
 - b. Each party shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
 - c. Each party shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
 - d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
 - e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
 - f. Contractor shall reasonably cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
 - g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
 - h. In the event that Contractor performs functions that deem it to be a Business Associate, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated or regulatory guidance issued in support thereof, as amended from time to time. The parties agree to enter into a separate Business Associate Agreement which will set forth the mutual promises and obligations of the parties with regard to HIPAA and the Services and which, if attached hereto, shall become a part of this Contract.
- 17. Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract.
- 18. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.
- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
 - b. County, County Internal Auditor, and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.

- 19. Ownership of Work.** All reports specifically created by Contractor that results from this Contract (the "Work Product") is the exclusive property of County.
- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed owner.
 - b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
 - c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
 - d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
 - e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
 - f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
 - g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
 - h. Notwithstanding anything to the contrary set forth in this RFP, medical records or information pertaining to the diagnosis or treatment of any patient which constitute medical records or Protected Health Information ("PHI") as defined by Federal Law under the Health Insurance Portability and Accountability Act of 1996, along with all rules, regulations, and amendments thereto ("HIPAA"), shall not be deemed to be owned by the County and shall not be Work Product or County's confidential information nor shall County have any right to review or access such Protected Health Information except as provided by law. The County and Contractor agree and acknowledge that Contractor created medical records containing PHI, as well as any other documents subject to HIPAA created or maintained by Contractor, are the records of Contractor or Contractor's personnel. In addition, notwithstanding anything to the contrary set forth in this RFP, data pertaining to the wellness of any individual that is generated as a result of using the wellness or fitness related services provided by Contractor is defined as "Personal Wellness Data." Personal Wellness Data shall not be deemed to be Work Product, shall not be owned by the County, and shall not be County's confidential information, nor shall County have any right to review or access such Personal Wellness Data. The County and Contractor agree and acknowledge that Contractor created records containing Personal Wellness Data are the records of Contractor or Contractor personnel.
 - i. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.
- 20. County Code Provisions.** Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:
<https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.
- 21. Partnership.** County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
- 22. Indemnity and Hold Harmless.**
- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or

other proprietary right of any third party.

- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.
- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

23. Waiver.

- a. A party's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

24. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

25. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

26. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

27. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Contractor:

*Premise Health Employer Solutions, LLC
5500 Maryland Way, Suite 120
Brentwood, TN 37027
Email: legal@premisehealth.com
Fax No.

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 206
Bend, Oregon 97701
Fax No. 541-385-3202

- 28. Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties.
- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
 - b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
 - c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- 29. Identity Theft Protection.** Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).
- 30. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.
- 31. Representations and Warranties.**
- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
 - b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.
- 32. Representation and Covenant.**
- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
 - b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
 - c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.
- 33. Non-Solicitation.** At termination of this agreement, Contractor agrees to release all employees working at the Deschutes County sites from any applicable non-compete or non-solicitation agreement or any agreement that would otherwise preclude the employee from working for any other employer associated with providing services/work at the Deschutes County sites.

**EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT**

Contract No. 2022 - 057

STATEMENT OF WORK

This Statement of Work and the Schedules attached to this Statement of Work and incorporated herein by this reference (collectively, the "SOW") are effective as of January 1, 2022 and attached to, made a part of, and governed by the Services Contract, effective January 1, 2022 (the "Agreement"), by and between Deschutes County, a political subdivision of the State of Oregon ("Client") and Premise Health. To the extent that there is any conflict between the terms of this SOW, any other SOW, and the Agreement, the Parties agree that the terms of this SOW will govern. All capitalized terms used in this SOW that are not otherwise defined herein will have the meanings assigned to them in the Agreement.

**ARTICLE I
LOCATIONS AND SERVICES OFFERED BY LOCATION**

Premise Health operates Deschutes Onsite Clinic and Deschutes Juvenile Detention Center Clinic (each, a "Health Center") at the following locations:

- Deschutes Onsite Clinic (DOC)
1340 NW Wall St
Bend, Oregon 97703
- Deschutes Juvenile Detention Center Clinic (JDC)
63360 NW Britta St. Bldg. 1
Bend, Oregon 97701

Premise Health provides the products and services at the following locations:

Products & Services	DOC	JDC
Primary Care Schedule 1	X	
Primary Care Schedule 1 Section 1.13		X
Biometric Screening Schedule 1, Section 1.10	X	
DOT Medical Exams Schedule 2	X	
Drug/Alcohol Testing Schedule 4, Section 1.4	X	
Laboratory Services Schedule 3	X	
Occupational Health Schedule 4	X	
Travel Medicine Schedule 5	X	
Vaccines – Seasonal Flu and other Vaccines Schedule 6	X	

Wellness Coordination Schedule 7	X	
Women's Health Schedule 1, Section 1.5	X	

**ARTICLE II
DAYS AND HOURS OF OPERATION**

Services are provided during hours below excluding Client holidays. Hours of operation are set forth below, or as mutually agreed to by the Parties from time to time.

Core Services	DOC	JDC
Primary Care	Monday 7:00 am - 5:00 pm Tuesday 7:00 am - 6:00 pm Wednesday 7:00 am - 5:00 pm Thursday 7:00 am - 6:00 pm Friday 7:00 am - 5:00 pm 1 st & 3 rd Saturdays 8:00 am - 1:00 pm	Monday 7:30am - 11:30am Tuesday 11:00am - 3:00pm Wednesday 9:00am - 1:00pm Thursday 11:00am - 3:00pm Friday 11:00am - 3:00pm
DOT Medical Exams	Monday 7:00 am - 5:00 pm Tuesday 7:00 am - 6:00 pm Wednesday 7:00 am - 5:00 pm Thursday 7:00 am - 6:00 pm Friday 7:00 am - 5:00 pm 1 st & 3 rd Saturdays 8:00 am - 1:00 pm	
Occupational Health	Monday 7:00 am - 5:00 pm Tuesday 7:00 am - 6:00 pm Wednesday 7:00 am - 5:00 pm Thursday 7:00 am - 6:00 pm Friday 7:00 am - 5:00 pm 1 st & 3 rd Saturdays 8:00 am - 1:00 pm	
Wellness Coordination	Combined Total of 40 Hours/Week	

**ARTICLE III
STAFFING MODEL**

The Health Center is staffed with Premise Health personnel, as described in the table below and in the budget, included as Exhibit B. All clinical staff members are appropriately licensed or certified, as applicable, to perform the functions of the positions for which they were hired.

Locations are staffed with Premise Health personnel as detailed below.

Positions	DOC	JDC
Physician Oversight	0.1 FTE	0.05 FTE
Physician Assistant / Nurse Practitioner	2.0 FTE	Up to 4 hrs./wk.
Health Center Manager RN	1.0 FTE	
Licensed Practical Nurse	1.0 FTE	
Medical Assistant / Care Technician	1.0 FTE	
Wellness Coordinator	1.0 FTE	
Registered Nurse		0.5 FTE

For purposes of the foregoing, the essential functions of the Health Center Manager job description are set forth below.

- (i) Staff development and management
- (ii) Program planning and management
- (iii) Quality management of the Health Center
- (iv) Health Center compliance
- (v) Assist with day-to-day functions including, but not limited to: S=scheduling, answering phones, rooming Participants, collecting blood/urine samples, providing lab results, and other functions as needed

ARTICLE IV
ELIGIBILITY

The table below identifies the eligible Participants for each Service. "Participants" may include, Employees, Dependents, and other eligible individuals, as defined below.

Products & Services	DOC	JDC
Primary Care	All Participants enrolled in the Deschutes County Employee Benefits Plan (including Deschutes County employees, spouses, dependents, COBRA-coverage, and retirees of Deschutes County or COIC)	Services available to all juveniles detained at the Deschutes County Juvenile Detention Center
DOT Medical Exams	All participants enrolled in the Deschutes County Employee Benefits Plan	
Occupational Health	All Participants enrolled in the Deschutes County Employee Benefits Plan	
Wellness Coordination	All Participants enrolled in the Deschutes County Employee Benefits Plan (including Deschutes County employees, spouses, dependents, COBRA-coverage, and retirees of Deschutes County or COIC)	

4.1. "Employees" means employees of Client who participate in Client's medical plans ("Employees") and eligible Dependents and Spouses of Employees ("Dependents").

4.2. Participants may include other eligible individuals as directed by Client.

ARTICLE V
CORPORATE SUPPORT SERVICES

Premise Health corporate infrastructure and management teams support the operations of all Services included in this SOW.

5.1. Clinical and Operations Management.

(a) Premise Health Personnel conduct quarterly onsite visits to support the onsite Client team, attend business reviews with Client, and align with Client's expectations. Regional Operations leadership will conduct a telephone interview with Client contacts at least once per calendar year to assess satisfaction. Additionally, Client contacts will be invited to participate in an annual Client Satisfaction telephone interview conducted by a third party.

(b) Premise Health support of the professional team includes training and guidance on corporate practices and information systems, performance oversight, and adherence to professional practice standards.

(c) Premise Health will maintain a safe and compliant environment, including the provision and maintenance of equipment, supplies, and inventory.

(d) Premise Health will administer a Participant satisfaction survey. An alternative electronic or paper survey will be employed with other platforms. Client will receive aggregate results and benchmarking metrics.

(e) Appointment scheduling will be available by phone or patient portal. Same day appointments will be accepted as scheduling permits. Return calls for appointments will be made as soon as possible and within the same day, absent unusual circumstance.

5.2. Technology.

(a) Premise Health provides an electronic medical record platform (“EMR”) for health centers that provides clinical and operations workflow integration and Participant engagement functionality with real-time access to appointment scheduling and personal health management information. The EMR system has the capability to share specific medical data elements with external providers who participate in the same Health Information Exchange (“HIE”). Participants will have access to certain health management information (e.g., lab results, visit history) through a patient portal.

(b) Onsite technology hardware is acquired and maintained by Premise Health on behalf of Client and is owned by Client. Replacement of hardware and technology licenses will be billed as incurred at the commencement of the third year of the Agreement or as needed and approved by Client.

**ARTICLE VI
REVENUE CYCLE MANAGEMENT**

Revenue Cycle Management (“RCM”) is responsible for the management of claims processing with employer-sponsored third party administrators and payers, management of all payments received from payers and Participants, and ensuring the data quality for invoices created in the professional billing system for the Health Center.

6.1. Implementation and ongoing services. Premise Health will:

(a) Develop a fee schedule to be used in conjunction with Participant services.

(b) Consult with Client in determination of appropriate benefit plan design set up and implementation for each employer sponsored plan.

(c) Develop an RCM workflow, including billing and collection methodology based on the Client’s benefit plan structure.

(d) Perform periodic updates based on Client benefit plan design and payor changes.

(e) Provide dedicated account management team for ongoing Client and operational support.

6.2. Claims submission. Premise Health will:

(a) Coordinate claims submission, where applicable, with designated employer sponsored payor(s)

(b) Administer Client specific network or payor enrolment based upon the Client and payor requirements.

(c) Complete clearinghouse set up with applicable payor(s) for sending claims and receiving responses electronically between the payor(s) and Premise Health’s RCM team.

6.3. Administration. Premise Health will:

(a) Be responsible for setting up Participant statements and providing a toll-free customer service number for Participant inquiries, if applicable.

(b) Establish bank and merchant processing services required for RCM, including the collection of Participant and/or payor recoveries, if applicable.

(c) Be responsible for receiving and posting all Participant and payor recoveries to the Participant accounts in the applicable professional billing system, if applicable.

- (d) Perform quality coding reviews/audits in conjunction with ongoing coding education.
- (e) Apply claims edits and manage system work queues to meet payor requirements, client requirements and to ensure the integrity of the data for each encounter.
- (f) Generate Participant statements for outstanding balances dependent upon the self-defined Participant preferences.
- (g) Should Client request that Premise Health update multiple fee schedules, develop integration with additional third-party administrators or payors (including non-ESI) or conduct billing or revenue cycle management activities not in accordance with onsite industry best practices or included in this SOW, additional fees may be applicable.
- (h) RCM services shall be provided in accordance with Premise Health RCM policies.

ARTICLE VII
LABORATORY CONSOLIDATION AND BILLING

Premise Health provides Client-billed lab accounts. The Client is billed for lab services as a pass thru cost.

ARTICLE VIII
REPORTING AND RETURN ON INVESTMENT

Health Center reporting is provided on a monthly and quarterly basis via the EMR platform. Monthly reports include metrics regarding Participant experience and standardized utilization metrics. Quarterly reports build on the monthly report and add Return on Investment (ROI) and clinical outcome metrics. ROI analyses are available after 4 full quarters of operation. A full year of operation allows for a more complete dataset which will reflect in the per member per year savings. Premise Health will also provide quarterly and annual updates regarding Wellness Program activities, successes/highlights, and strategic priorities. Premise Health reporting scope includes:

Patient Centered Medical Home ("PCMH") Reporting

8.1 Monthly Reports:

- (a) Total Activity Monthly Trend and Breakout by Activity Type
- (b) Visit Trend by Lines of Service and Variance by Line of Service
- (c) Visit Modality Trend (In Person; Local Virtual Health Phone; Local Virtual Health Video)
- (d) Provider Visit Trend and Variance
- (e) Unique Member Trend and Variance by Line of Service
- (f) New Unique Member Trend and Variance by Line of Service
- (g) Additional Utilization: Phone Activity and E-visit
- (h) Wait Time Trend: Total and By Line of Service
- (i) Portal Activity
- (j) Third Next Available

8.2 Quarterly Reports:

- (a) Total Activity Monthly Trend and Breakout by Activity Type
- (b) Visit Trend by Line of Service
- (c) Visit Modality Trend: In Person; Local Virtual Health Phone; Local Virtual Health Video
- (d) Provider Visit Trend and Variance
- (e) Unique Member Trend and Variance by Line of Service
- (f) New Unique Member Trend and Variance by Line of Service
- (g) Appointment Trending: % Cancelled, Completed, Rescheduled, No Show; % Same Day, Scheduled, and Walk-in; Scheduling method
- (h) Additional Utilization: Phone activity and E-visit
- (i) Wait Time Trend: Total and By Line of Service

- (j) Portal Activity: % registered; Medical Advice; Med Refill
- (k) Clinical Quality: DM Hgb A1c Testing and BP Measurement
- (l) Clinical Quality Control: DM Hgb A1c Control and HTN BP Control
- (m) Member Demographics: Gender; Age band; Avg age; Relationship
- (n) Diagnosis
- (o) Medications
- (p) Labs
- (q) Referrals
- (r) Flu Vaccines
- (s) Third next available

ARTICLE IX
FACILITY AND RESOURCE MANAGEMENT

9.1. Premise Health furnishes all personnel, materials, and supplies required to provide the Services, except as specifically identified below. Client-provided facilities or materials are provided on a rent-free, non-interference basis. Client provides the facility for operations and utilities. The fixtures, furniture, and equipment deemed medical furniture and/or equipment is procured and provided by Premise Health as needed, including, without limitation, computer hardware, scanner, printer, computer, medical supplies, nursing station supplies, medical refrigerator, medications, phlebotomy chair, lab equipment and supplies, exam room supplies, patient side chair and exam table, stool, OSHA approved garbage cans, and electronic hardware. Client procures all furniture and fixtures considered office furniture, including, without limitation, chairs, tables, and décor for the waiting room, office task chairs, desks, guest chairs, shelving, sofa, tables, and décor for the consultation rooms. Premise Health provides recommendations to Client regarding improvements to the design and operation of the facilities and acquisition of any additional items, as applicable. Maintenance and replacement of fixtures, medical furniture, and equipment is managed by Premise Health. The facilities are and remain the property of Client. Premise Health informs Client, on an ongoing basis, of any utilities, building services, and supplies Premise Health believes are reasonably necessary for the operation of the facilities or the performance by Premise Health of its obligations pursuant to this SOW and any necessary maintenance and repair of the facilities.

9.2. Premise Health establishes and maintains accounts for the destruction of biomedical and hazardous waste. Premise Health establishes and maintains processes for the archival, retrieval, and destruction of medical records.

9.3. Client provides the following utilities and services to include:

- (a) Telephone Connections for the Health Centers.
- (b) Security Services. Client provides secure access to the Health Center. Access is granted only to Premise Health staff members working in the facility and the personnel deemed necessary by Client to perform maintenance and facility services. No Client employee shall be granted access to the Premise Health IT infrastructure. Client is responsible for installing key locks on cabinets. Premise Health is responsible for retaining keys after facility turnover.
- (c) Janitorial Services. Client provides daily housekeeping services through its vendor in accordance with cleaning protocols reasonably agreed by Client and Premise Health. Determination of the cleaning schedule is arranged between Premise Health and Client.
- (d) Operational Utilities. Client provides all utilities necessary to operate this facility, specifically including electrical, water, sewerage, and HVAC.
- (e) Facility Maintenance. Client provides maintenance from a facilities standpoint. This includes maintenance of operational utilities and trash, among other things.
- (f) Office Furniture and Maintenance. Client provides and owns all office furniture needed to support the staff and projected expansion of staff in the future.
- (g) Weather Maintenance. Client is responsible for all weather-related removal of snow, ice and weather-related facility needs.

Schedule 1 to Exhibit A
Primary Care

Primary Care provides Participants with comprehensive, coordinated care across Premise Health services and other Client-offered health programs including DOC Pharmacy and DOC Wellness Program. For Participants who elect to use the Health Center as their primary care provider, Premise Health Personnel will serve as the point of entry into the healthcare system and act as the ongoing coordinator for healthcare services.

1.1. Quality of Care. Premise Health is accredited by the Accreditation Agency for Ambulatory Health Care (AAAHC), the accrediting body for ambulatory care, related to quality, safety, and efficiency.

1.2. Preventive Services. Preventive services include:

- (a) Performing annual physicals and well-woman exams, the latter as more fully described in **Section 1.5**.
- (b) Assessing gaps in preventive care during routine visits.
- (c) Biometric screening (Schedule 1, Section 1.10), influenza vaccinations (Schedule 6), and other vaccine administration (Schedule 6).
- (d) Performing wellness screening (Schedule 7), influenza vaccine campaigns (Schedule 6), and biometric screening campaigns (Schedule 7).

1.3. Health Risk and Condition Management. Health Risk and Condition Management (HRCM) is provided in conjunction with annual preventive and routine visits to the Health Center. Providers incorporate the following scope in their practice:

- (a) Developing a broad-based assessment of the Participant and family's medical history, mental health and substance use history, family/social/cultural characteristics, communication needs, behaviors affecting health, social functioning and social determinants of health.
- (b) Identifying active health problems, allergies and prescription/OTC medications and herbal supplements and review for contraindications and interactions.
- (c) Managing appropriate chronic conditions with the goal of condition improvement and reversal, and assesses/addresses Participant response to medications and barriers to adherence.
- (d) Addressing health risks, *e.g.*, obesity, diet, tobacco, and compliance with treatment plans, medication adherence, and self-monitoring strategies.
- (e) Providing ongoing support and mitigation of health issues between visits based on data directed by Participants.
- (f) Providing Participant interventions and decision support including disease process-specific materials including potential complications, self-monitoring tools, such as blood pressure, glucose or dietary tracking, medication adherence.

1.4. Acute/Urgent Care. Acute/urgent care includes:

- (a) Providing acute care, symptom treatment, and health management in the Health Center, and where technology is enabled, care may be provided virtually to established Participants during established operating hours. The criteria for virtual care may be changed by mutual consent of the Parties.
- (b) Providing comprehensive evidence-based management programs for acute disease states including, but not limited to, community acquired pneumonia, otitis media, sinusitis, rhinitis, and pharyngitis.

(c) Performing medical treatments and minor surgical procedures, *e.g.*, nebulizer treatments, laceration repair, punch and excisional biopsy, cryotherapy.

(d) Prescribing, administering, and monitoring ongoing medications, leveraging e-prescribing functionality, history of prescriptions from community providers, and accessing applicable formulary information that includes less expensive alternatives, generics, and copay information before writing the prescription.

1.5. Women's Health. Specialized primary care services are available for women, including.

(a) Providing preventive screenings and services. Preventive exams and counseling services include breast cancer screening by clinical breast examination and referral for mammography or coordination with third parties as appropriate, pelvic exam and cervical cancer screening, sexually transmitted disease (STD) testing and counseling, family planning, preconception counseling, pregnancy testing, and screening for domestic violence and appropriate resource/referral engagement.

(b) Providing contraception planning services in collaboration with Participants to meet current and future contraception needs. Providers help identify a contraception method, provide counseling on contraceptive efficacy, safety, side effects, cost and convenience, provide contraception prescriptions and procedures, and monitor Participants for safety and side effects.

(c) Providing hormonal replacement therapy (HRT) for the relief of symptoms associated with menopause. Providers consider a Participant's cardiovascular and breast cancer risk and encourage Participant involvement in decision-making. Discussion involves review of HRT efficacy, safety, access, side effects, cost, and convenience.

(d) Providing education with materials on various women's health topics, including, breast self-awareness through breast self-exams, clinical breast exams, and annual mammography for early breast cancer detection. Participants are also provided with resources on cervical cancer screening, STD testing, and domestic violence.

1.6. Pediatric Care. Acute care is provided to children 2 years and older. Routine preventive (well-child) care is provided by Premise Health for eligible children 5 years and older, including:

(a) Performing scheduled periodic assessments of growth and development to determine if a child is growing and functioning in accordance with established milestones.

(b) Performing nutritional assessments to determine if a child's diet is sufficient for health maintenance and proper growth and development.

(c) Delivering immunizations in accordance with guidelines from the CDC's Advisory Committee on Immunization Practices (ACIP).

(d) Providing counseling and instruction to parents.

1.7. Referral Management. Participants are referred to appropriate specialists and inpatient hospitals as medically appropriate and aligned with Client's health plan quality networks.

(a) Developing relationships with local primary care providers and specialists to facilitate access and clinical information exchange, *e.g.*, reason for the referral, required timing, Participant's demographic data, test results and care plan.

(b) Tracking referrals electronically through receipt of summary from community provider and following up on overdue reports.

1.8. Laboratory Services. Premise Health provides clinical laboratory services that includes Point-of-Care laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories, as described in as more fully described in Schedule 3 to Exhibit A.

1.9. Lifestyle Medicine. Primary Care incorporates a lifestyle medicine approach to address modifiable behaviors, including nutrition, movement, sleep, stress/emotional wellbeing, substance use, hydration and getting outdoors. Premise Health clinicians employ basic wellness coaching strategies to promote behavior change including the following:

(a) Incorporating a lifestyle assessment with the standard Participant history and intake process and integrate data as discrete elements in the Participant's medical record.

(b) Using Participant-reported lifestyle and health behaviors to support meaningful interventions at the point of care and enable the care team to deliver targeted care plans that incorporate lifestyle medicine.

(c) Using Participant-reported lifestyle and health behaviors to identify and optimize outreach to bring Participants to the Health Center or to engage them virtually.

(d) Promoting use of technology to support wellness goals with personal tracking devices, e.g., fitness, glucose monitoring and scales that are compatible with the electronic medical record platform.

(e) Providing customized content to Participants based on best practices.

1.10. Personal Health Assessments. Premise Health performs personal health assessments ("PHA") by appointment during the year in the Health Center. Scope includes:

(a) Premise Health shall offer to perform a PHA on each Participant which shall include the collection of certain baseline clinical data indices including cholesterol, triglycerides, and glucose.

(b) As part of the PHA, Premise Health shall collect blood pressure, body mass index, and provide a health survey to be completed by Participant.

(c) Premise Health will provide an online lifestyle questionnaire for each Participant to complete as part of PHA.

(d) Subsequent health assessments shall be offered once every 12 months thereafter.

(e) Premise Health wellness staff shall work with County to encourage employees to participate in PHAs.

(f) At County request, Premise Health wellness staff shall participate in an employee health fair and such other wellness activities as may be sponsored by County, at an additional cost to County for such services as agreed.

(g) At County request, Premise Health wellness staff will coordinate and order items for giveaways and County will be billed for the cost of the giveaway items including items for raffles.

(h) PHI obtained during each assessment will be collected in accordance with Premise Health business practices designed to ensure its privacy and security in accordance with HIPAA.

(i) Health Center staff will make efforts to consult with each Participant within three months of completing a PHA.

(j) Additional tests may be included in the PHA with County approval and cost for tests paid by County.

(k) Premise Health Health Center staff shall offer a PHA to all new Health Center Participants.

(l) Premise Health shall provide a report for each PHA Participant indicating the results of their PHA, and, to the extent available, provide comparisons to previous PHA results.

(m) Premise Health shall provide County with an aggregate report of PHA results, and, to the extent available, comparisons to previous PHA results.

(n) Premise Health wellness and Health Center staff shall develop a marketing strategy for the introduction and promotion of the Health Center to Participants as determined by County and Premise Health. This may include the distribution of literature and other educational materials, hosting events and activities, offering programs related to health, wellness and prevention, and development of clinic utilization incentives.

1.11. Health Promotion and Health Education Services. Scope includes the following:

(a) Providing a minimum of 10 each year both targeted, real-time education and content relevant to sub-populations, including leveraging “teachable moments” at screenings, *e.g.*, blood pressure screenings, clinic biometric screenings, and other health education programming. In each educational session, Premise Health shall provide education to Participants about the services offered by Premise Health, benefits which Participants may derive from using the Services provided by Premise Health, provide introductions to Health Center staff, and explain procedures to ensure confidentiality of PHI.

(b) Supporting Client’s wellness programs including promotion, referrals, and content delivery in conjunction with other vendor partners.

1.12. Emergency Response. Premise Health will plan and implement a medical emergency response plan in the Health Center to address injuries or illnesses that are acute and pose an immediate risk to the life or long-term health of Participants.

(a) Stabilizing the condition of Participants that need emergent care and transfer to the appropriate healthcare setting.

(b) Collaborating with site safety liaisons for disaster planning and collaborating with the Client’s emergency responder team.

1.13. JDC. Services include:

(a) Providing health assessments to Participants housed at JDC.

(b) Performing physical examinations for Participants housed at JDC.

(c) Providing acute care, symptom treatment, and health management to Participants housed at JDC during established operating hours.

(d) Providing comprehensive evidence-based management programs for acute disease states including, but not limited to, community acquired pneumonia, otitis media, sinusitis, rhinitis, and pharyngitis.

(e) Performing medical treatments and minor surgical procedures.

(f) Managing prescribed medications during scheduled operating hours: storage, dispensing, and coordinating prescription refills.

(g) Providing clinical laboratory services that includes Point-of-Care laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories.

(h) Coordinating with Participant primary care providers as needed.

(i) Referring to appropriate specialists and inpatient hospitals as medically appropriate and aligned with Participant’s health plan quality networks.

(j) Serving as a clinical resource for JDC staff. (Note: Premise Health does not provide medical oversight of Client’s JDC staff).

**Schedule 2 to Exhibit A
DOT Physical Exam**

Premise Health provides certified medical examiners for the physical examination of holders of a Commercial Driver’s License who operate Commercial Motor Vehicles, *e.g.*, trucks, tractor trailers, and buses, pursuant to the Motor Carrier Safety Improvement Act of 1999 (49 U.S.C § 113). Medical examiners are certified by the U.S. Department of Transportation’s Federal Motor Carrier Safety Administration (“FMCSA”) and are listed on the National Registry of Certified Medical Examiners. The professional background of a licensed medical examiner includes, but is not limited to, doctors of medicine (MD), doctors of osteopathy (DO), physician assistants

(PA), advanced practice nurses (APN), and doctors of chiropractic (DC). Premise Health's scope includes:

(a) Performing FMCSA medical examinations pursuant to 49 CFR § 391.41 (b) (1-13) and advisory/other criteria and medical guidelines published by the FMCSA.

(b) Furnishing one copy of the results to the Participant who was examined, and as appropriate, a Medical Examiner's Certificate valid for a period of 24 months or earlier when it is desirable to monitor a condition, such as high blood pressure.

(c) Entering results in the FMCSA Registry.

Schedule 3 to Exhibit A **Laboratory Services**

Premise Health provides clinical laboratory services which includes Point of Care ("POC") laboratory testing as well as test collections for offsite processing by Premise Health vendor laboratories.

1.1 Point of Care Testing. POC tests are performed under a Clinical Laboratory Improvement Amendments ("CLIA") Certificate of Waiver.

1.2 Vendor Laboratories. Laboratory tests are processed by a national clinical laboratory. Premise Health will:

(a) Provide blood and specimen collection for routine studies and follow up monitoring for onsite providers and wellness programs,

(b) Track completion of lab draws for testing ordered by community providers.

(c) Notify Participants of abnormal results, document results, and schedule follow up and referral as appropriate for those labs ordered by a Premise Health provider.

Schedule 4 to Exhibit A **Occupational Health**

1.1. Management of Work-related Injury and Illness. Premise Health provides comprehensive evidence-based treatment and management of work-related injury and illness, including:

(a) Providing occupational illness/injury medical care for Participants injured on Client premises.

(b) Providing tetanus vaccinations to Participants with occupational injuries.

(c) Coordinating physician and/or specialist referrals and care, as appropriate, and arranging for transportation as medically indicated. Preferred referral lists for physicians and medical services will be maintained when allowed by state regulations. Referrals for Workers' Compensation cases will be made consistent with state regulations.

1.2. Injury Prevention. Premise Health identifies opportunities for early identification and remediation and supports Client through participation in regularly scheduled disability management meetings with Client, TPA, Safety and others identified by Client. Premise Health performs pre-placement/post-offer testing, periodic, termination, return-to-work, and fitness-for-duty examinations. Tests may include drug screening, visual screening (acuity, color blindness), hearing, nerve conduction velocity, and spirometry.

1.3. Urine Drug and Alcohol Testing. Premise Health administers Department of Transportation ("DOT") regulated and non-regulated urine drug testing as directed by Client for pre-employment, post-offer, post-accident/injury, reasonable suspicion, random testing, return-to-duty and follow-up pursuant to Client's Drug Testing Policy. Non-negative results are reported to a Premise Health Medical Review Officer (MRO) who will review urine drug screen results of commercial drivers covered by the DOT's Federal Motor Carrier Safety Administration ("FMCSA"); will register with the FMCSA Clearinghouse, and will enter all positive UDS test results and refusals into the FMCSA Clearinghouse as required.

1.4. Vision Screening. Premise Health can perform vision screenings using either the Snellen Vision Chart or Titmus Optical Vision Tester. Premise Health will collaborate with the client to determine what testing is needed and assist with the management of their program within compliance program.

Schedule 5 to Exhibit A
Travel Medicine

Premise Health offers travel medicine services that help Participants develop and execute a comprehensive travel preparation plan and avoid potential disease exposures during travel through education and prescribed prophylactic medications, vaccines, and safety counseling,

1.1 Vaccinations. Vaccines provided are appropriate to the destination(s) as well as “catch-up” on missed or overdue routine vaccines. Vaccine schedules follow the guidelines of the Advisory Committee on Immunization Practice (ACIP), CDC and WHO. Travel vaccines for adults 18+ years of age include Japanese Encephalitis, polio, rabies, typhoid and yellow fever.

1.2 Post-travel Triage. Participants who return from travel with an illness can be evaluated and treated by a Premise Health provider or referred to a specialist or other Client programs, as appropriate. For Worker’s Compensation cases, referrals will be made consistent with state regulations.

Schedule 6 to Exhibit A
Influenza Vaccine and Other Vaccines

Premise Health provides a seasonal influenza vaccination program that complies with the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (“ACIP”).

Premise Health delivers influenza vaccine in the Health Center in conjunction with Participant visits and in campaign style in or proximal to the Health Center to identified population groups, obtaining consent from Participants and maintaining documentation. Premise Health will advise Client on current CDC recommendations and vaccine formulation and quantity.

Premise Health provides other vaccines in the Health Center (e. g., Tetanus, Hep B) as mutually agreed upon.

Schedule 7 to Exhibit A
Wellness Coordination

The Wellness Coordinator provides wellness program planning, marketing and implementation and serves as a liaison to Client and vendor stakeholders.

1.1. Strategic Support. The Wellness Coordinator will develop a wellness program tailored to meet Client need. The Coordinator supports the design, implementation and evaluation of incentive programs.

1.2. Operational Services. Premise Health’s scope includes support of program implementation including:

- (a) Assisting in the implementation of the marketing and communication plan.
- (b) Implementing programs and activities to drive wellness engagement, e.g., workshops, health education seminars, screenings, health fairs and encouraging Participant participation.
- (c) Identifying opportunities to partner and integrate efforts with internal and external groups such as benefits, safety, food services, EAP and the fitness center.
- (d) Offering periodic one-on-one counseling and health education.

1.3. Resources. Premise Health provides materials available in the Health Center or through a stand-alone program that are designed to develop and support a culture of wellness. Additional scope includes:

- (a) Meet with Participants individually to better understand their health risks, explain the benefits of improving their health and the actions they can take to improve their health.
- (b) Offer ongoing group wellness programs in the following areas: physical activity & exercise, weight management, tobacco cessation, nutrition and chronic disease management and facilitate various Farm to Work offerings. This may include contracting with best-practice community program providers. Elements of the tobacco cessation program will be based on the mutual agreement of the Parties.
- (c) Conduct health education sessions to Participants in various county locations based on County departmental demand regarding health-related topics such as nutrition, meal preparation, healthy grocery shopping, weight management, exercise and fitness, tobacco cessation, addictions, allergies, chronic conditions, home safety, women's health, men's health. Perform post-program assessment of each program.
- (d) Assist with maintaining DOC website and utilize other multimedia for Participants, providing information on wellness programs and events, as well as general health-related information.
- (e) Work directly with the County benefits coordinator and wellness task force to develop and track wellness service objectives and advance wellness initiatives.
- (f) Support the DOC providers in administering and promoting an annual health risk assessment for Participants.
- (g) Provide Participants with health education materials and information on a variety of health topics.
- (h) Collaborate with DOC providers regarding well ness plans, coaching, educational needs and referrals to specialists, DOC Pharmacy and Employee Assistance Program. Promote health programs, such as flu vaccines, through direct referrals, general communication and maintaining a calendar of internal and community classes, events and other health-related offerings.
- (i) Work with DOC providers and County benefits analyst for distribution and promotion of monthly wellness information.
- (j) Travel to various County locations as needed to present, set up, and tear down equipment and supplies.
- (k) A balance of Wellness Coordinator office time and educational session time will be mutually agreed upon by the Parties.
- (l) Analyze aggregate clinic and health plan data for top conditions treated by frequency and dollar amount, recommend and develop programs to address identified conditions.
- (m) Facilitate wellness task force meeting and implement approved actions.

**EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022 - 057**

INSURANCEREQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Contractor Name _____

Workers Compensation insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input checked="" type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input checked="" type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County Not required by County (one box must be checked)

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident	All Claimants Arising from Single Incident
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input checked="" type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input checked="" type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent.

The policy shall be endorsed to name **Deschutes County, its officers, agents, employees and volunteers as an additional insured**. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
 \$1,000,000
 \$2,000,000

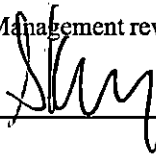
Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review



Date

2/17/2022

DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2022 - 057

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership authorized to do business in the State of Oregon.
_____ Signature	_____ Title	_____ Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:	
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and	
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, and	
3. All of the statements checked below are true.	
NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.	
___ A.	The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
___ B.	I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
___ C.	I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
___ D.	I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
___ E.	Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
_____ Contractor Signature	_____ Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Contractor Signature _____ Date _____

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT

Contract No. 2022 - 057

Expense Reimbursement

- 1. Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities and is not routine travel to and from work.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses may be requested.
 - f. Travel expenses will be passed thru on monthly operating invoice. Expenses will be billed based on usage and activity and will be billed on a reimbursement basis.
 - g. Charge slips for gross amounts are not acceptable.
 - h. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.
- 2. Approved reimbursements:**
 - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract, The maximum daily amount for meals is \$50 per Contractor employee and/or contractor.
 - 2) Meal expenses are reimbursable during Contractor's travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the United States General Services Administration, as set forth in www.gsa.gov ("GSA").
 - c. Lodging.
 - 1) Contractor employees and/or contractors are expected to stay in hotels reasonably close and convenient to the place where they will transact business. County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed \$200 per night.
 - 2) Reimbursement rates for lodging are not considered "per diem".
 - 3) County shall not reimburse Contractor in excess of the lowest fare for any airline ticket or vehicle rental charges.
- 3. Exceptions.** Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

**Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022 - 057**

Compliance with provisions, requirements of funding source and

Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Contractor Signature

Date

**Exhibit 7
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2022- 057**

1. Clinic Budget



Deschutes County - Health Center Budget

	IMP	FTE	Year 1	FTE	Year 2	FTE	Year 3	FTE	Year 4	FTE	Year 5
Salaries & Wages	39,076	0.75	702,063	0.75	726,054	0.75	750,985	0.75	776,900	0.75	803,847
Benefits	12,504		224,660		232,337		240,315		248,608		257,231
Replacement	-		53,503		55,108		56,762		58,464		60,218
Staffing	51,580		980,226		1,013,500		1,048,062		1,083,973		1,121,296
Recruiting	6,750										
Technology Services	21,208		51,408		53,480		55,636		57,879		60,213
Connected Care + National Virtual Health	-		-		-		-		-		-
Professional Development Insurance	-		7,813		8,032		8,258		8,491		8,731
Supplies	34,580		18,427		21,923		22,970		24,018		25,065
Professional Fees	6,871		16,159		16,159		16,159		16,159		16,159
Labs and Contract Services	-		15,927		16,649		17,372		18,095		18,817
Communications	-		9,000		9,000		9,000		9,000		9,000
Building Services	-		1,104		1,104		1,104		1,104		1,104
Member Engagement	6,964		6,964		6,964		6,964		6,964		6,964
Travel, Trans., Lodging	23,375		7,440		4,960		4,960		4,960		4,960
Management Fee	-		79,986		82,702		85,522		88,452		91,498
G&A Fee	17,433		112,922		116,755		120,737		124,874		129,173
Encounter Fees	-		8,705		11,059		11,673		12,292		12,915
Total Expenses	168,759		1,327,099		1,373,635		1,420,104		1,468,297		1,518,294
Estimated Build-Out	-		-		-		-		-		-
Net Recoveries	-		-		-		-		-		-

Net Recoveries

- Key:
- Fixed based on staffing model
 - Fixed, based on FTE count
 - Fixed amount
 - Fixed per unit
 - Billed as PMPM with quarterly true up

- ◆ All other non-color coded categories are variable/pass through as incurred.
 - ◆ This Pricing provided by Premise Health is valid for 60 days.
 - ◆ Will begin billing fixed and labor costs on first month of training.
 - ◆ Recruiting costs for Years 1 - 5 will be billed as incurred.
 - ◆ IT Refresh will be billed as incurred after Year 3.
 - ◆ Model assumes no circuit construction or extension of Demark.
 - ◆ Data extract and health exchange connections are not included in the pricing. If needed, it can be added at \$5,000 per standard extract or \$10,000 per custom extract.
- ¹ It is assumed all necessary Furniture, Fixtures, and Equipment is already onsite and will be assessed during the pre-implementation site audit.
- ² It is assumed existing staff will be hired. If this is not the case, additional recruiting dollars will apply.
- ³ Salaries are projected at the requested rates of the existing staff. Actual hire rates will be passed through at cost.