

**AGREEMENT FOR
EMPLOYEE HEALTH CENTER ADMINISTRATION**

THIS AGREEMENT, made this 21ST day of FEBRUARY 2017, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Marathon Health LLC., a Delaware limited liability company authorized to transact business in the State of Florida, ("Contractor") whose address is 20 Winooski Falls Way, Suite 400, Winooski, VT 05404, Phone: 802-857-0400, Email: ddemers@marathon-health.com.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) The Contractor's Scope of Services, ("Exhibit A").
- (2) The City's General Conditions, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated FEBRUARY 21, 2017, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on April 4, 2017, and shall end on April 3, 2020. The City reserves the right to extend the contract for three additional one-year terms, providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

The City will pay the Contractor as follows: \$908,973 divided in equal monthly installments for the first through the twelfth month of this Agreement, \$927,152 divided in equal monthly installments for the thirteenth through the twenty-fourth month of this Agreement, and \$945,696 divided in equal monthly installments for the twenty-fifth through the thirty-sixth month of this Agreement.

If the first one-year option to renew is exercised, the City will pay the Contractor \$964,609 divided in equal monthly installments for the first one-year renewal period. If the second one-year option to renew is exercised, the City will pay the Contractor \$983,902 divided in equal monthly installments for the the second one-year renewal period. If the third one-year option to renew is exercised, the City will pay the Contractor \$1,003,580 divided in equal monthly installments for the third one-year renewal period.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates

for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

During the term of this Agreement, Contractor at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies/coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

Medical Malpractice Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Cyber Liability Coverage

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- f. The City shall be named as an Additional Insured with a Waiver of Subrogation.
- g. The Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated

certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with work being performed under this Agreement, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practicable.

It is the Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor further confirms that Contractor's insurance will apply as excess over any other valid and collectible coverage of their vendors. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission

by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the

parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of*

Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

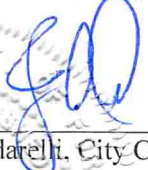
Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public


records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

ATTEST:


Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: 
Lee R. Feldman, City Manager

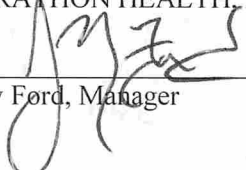
Approved as to form:
Cynthia A. Everett, City Attorney

By: 
Sr. Assistant City Attorney

ATTEST:


Scott LaPlant, Manager

MARATHON HEALTH, LLC.

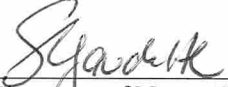
By: 
Jerry Ford, Manager

(SEAL)


STATE OF Vermont :
COUNTY OF Chittenden :

The foregoing instrument was acknowledged before me this 17th day of February, 2017, by Jerry Ford as manager for Marathon Health, LLC., a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)


(Signature of Notary Public)

Notary Public, State of Vermont


(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

Exhibit A
MARATHON SCOPE OF SERVICES

DESCRIPTION OF SERVICES

Ongoing Services: Marathon shall provide onsite health services as follows for eligible employees, spouses, and dependents.

The following is included in the annual fees:

Individuals eligible to participate as of the Commencement Date:

Employees and Retirees	1860
Spouses	825
Children.....	1800

Location and time of services:

- a. The services provided under this Agreement will be provided at a site to be located at 105 NE 3rd Street, Fort Lauderdale, FL 33301.
- b. Hours of operation will be agreed to between Marathon Health and the City of Fort Lauderdale but shall not exceed 40 hours per week.
- c. Notwithstanding the hours of operation described above, the Health Center shall be closed during the City's regularly scheduled holidays.

ONGOING SERVICES INCLUDED IN ANNUAL FEE

Labor costs, medical & office supplies, medical liability insurance, workers' compensation insurance, general liability insurance and all other insurance policies.

Primary care:

- Primary and Acute Care
 - Primary care including preventive care, annual comprehensive health reviews, and engagement of the patient for health maintenance and improvement.
 - Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries.
- Management of Chronic Conditions
 - Management of chronic conditions for individuals including but not limited to, hypertension, hypercholesterolemia and diabetes.
 - For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the Marathon Health clinician will work in collaboration with said provider to provide adjunct care and education to the patient.
 - After hours coverage and in-hospital care not included. The physician will work in collaboration with specialty care providers if specialty referral is indicated.

- Routine annual exams and screenings
 - Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.
 - Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.
- For a complete listing of Marathon's medical related services, see Exhibit 1

Supplemental Primary Care Services:

- Lab draws
 - Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite clinician. The cost of external lab processing is a third party charge to the City's Plan, that is not included in the annual fee.
- Immunizations
- Allergies
 - Work collaboratively with a patient's allergist to administer allergy injections as a convenience to the employee.
- Clinical Laboratory Improvement Amendment (CLIA) - waived labs
 - Processed in-house during the provision of care, as needed (consistent with state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Influenza A & B, Lipid Profile, Mono, Strep A, Urinalysis.
- Health Screening Services
 - Height/weight, BMI, body fat, triglycerides, blood pressure, lipid panel, drug test, alcohol test, tobacco, glucose, well woman (pap, mammogram, Breast Self-Exam (BSE) training) and male screening (Digital Rectal Exam (DRE), Prostate Specific Antigen (PSA))

Occupational Health Services:

- Work-related injuries
 - First treatment of minor work related injuries. Examples include, but are not limited to, minor strains, sprains, dermatitis, insect bites.
- Travel Medicine
 - Consultation with clinician to receive guidance on recommended immunizations, medications, and travel precautions. Vaccines can be administered in-house for most required immunization but are purchased in advance per agreement with Client, and the cost of vaccines is not included in the annual fees.

Health Maintenance and Disease Prevention:

- Health Risk Assessment - Administered online or in paper version screens for:
 - General health and well-being
 - Health history including symptoms, conditions and family history
 - Tobacco use, alcohol use and stress levels
- Comprehensive Health Review (CHR) - For high risk individuals and individuals with chronic disease a CHR utilizing:
 - Online access to complete the Health History and Risk Assessment (HHRA)
 - 1:1 consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals

- Lifestyle Risk Reduction - For high risk individuals agreeing to follow-up with the Marathon Health care provider as their personal health coach:
 - Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
 - Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies
 - Individualized change management plans
 - Proactive support

Chronic Condition Coaching

- For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)
- Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.
- Coaching, symptom monitoring, and disease education

Registered Dietician and Nutrition Counseling Services (Optional and Added with Contract Addendum at 1.4 x base salary)

- Work one-on-one with patients to analyze nutrition patterns and establish goals for changes in dietary practices, food purchases, meal preparation, and other dimensions of nutritional health consistent with patient's interests and needs, and in consultation with medical providers.
- Provides ongoing coaching, teaching, and social support to help individuals build self-efficacy skills and achieve personal health goal(s).
- Uses national nutritional guidelines and standards to provide risk reduction and disease management services to individuals with chronic conditions and/or complex medical situations.

Onsite Pre-Packaged Pharmaceutical Dispensing (excluding the cost of drugs)

Onsite dispensing is currently allowed per latest review of pharmacy law, but is always subject to a complete review based on the particulars of the formulary, Health Center staff composition and any changes to law.

- Marathon Health is including a pre-packaged medication dispensing system in which the onsite clinicians dispense the top 30-60 most frequently prescribed medications, as allowed by Florida State law. The listing of medications available can be found at www.fortlauderdale.gov/benefits. Controlled substances, such as narcotics, will not be available onsite at the Center.
- Marathon Health has integrated an ePrescribing application within our EMR for electronic data entry of prescriptions and reported medications. Since the application is integrated with RxHub, Sure Scripts and most PBMs, the prescription entered by the clinician is electronically linked to the PBM ensuring full drug utilization review (DUR) checking for contraindications and allergies, and formulary compliance including maximizing use of generics.

- Through e-prescribing application, the prescription entered by the clinician is electronically linked to the PBM ensuring full drug utilization review (DUR) checking for contraindications and allergies, and formulary compliance including maximizing use of generics.
- The onsite clinician is able to electronically receive the patient's up-to-date medication history, including fulfillment, and PBM information, which reduces the risk and occurrence of medication errors as well as adverse drug events (ADEs). Medication compliance is enhanced with the clinician's knowledge of the fulfillment of prescribed medications. The alerts received by the clinician on medication fulfillment, or lack thereof, can greatly decrease the risk of chronic diseases and ongoing illnesses and increase medication compliance for the patient through ongoing health coaching utilizing Motivational Interviewing techniques.
- All prescription drugs are kept in a locked cabinet. In addition, Marathon requires the Center to be locked at all times when clinicians are not present. Inventories are used to keep track of all stocked prescription drugs. Marathon will provide comprehensive liability coverage through various policies, including professional liability coverage, general liability coverage, and technology-related errors and omissions liability coverage.

Health Engagement System technology platform

For up to 110% of the employees, spouses and children ages 18 and older eligible to participate.

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Medical Record
- Import of encounter data from carrier to provide historical patient encounter information
- Export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format

Account Management and Advisory Services

- **One Point of Contact:** An assigned Account Manager provides one point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
- **Clinical Coverage Plan:** Marathon Health will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
- **Monthly Reviews:** Account Manager will hold monthly calls with the City to deliver and discuss the reports described below to ensure that the City has data on the Health Center activity and progress toward goals.
- **Annual Review:** Account Manager will provide face-to-face annual reviews of the Health Center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
- **Ongoing Health Promotions:** Account Manager will work together with the City to manage ongoing communications for the promotion of Health Center services and operations.
- **Strategic Planning:** Account Manager will work to understand and support City's unique business objectives and goals for the Health Center. The Account Manager will work collaboratively with the City's broker/consultant, as well as other health related vendors

(TPA, EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

Management Reporting and Analysis

- **Monthly client activity and trends report** including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-10 code, prescriptions written, and overall savings from operations.
- **Annual reports including:**
 - Review of Health Center operations including Health Center volumes and patient engagement
 - Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from Health Center operations and return on investment analysis, and plan for continuous quality improvement.
 - See Exhibit 2: Client Reporting Package
- **Up to 20 hours of custom reporting per year.**

Participant Communications and Promotions

- **Ongoing communication campaign** including site posters/flyers/payroll stuffers, bi-monthly e-newsletter, phone and mail outreach to at-risk participants, lunch & learns, group workshop promotions, health awareness topics on eHealth portal homepage, events, digital communication, and mailings to the home, customized with location-specific information.
- **Quarterly communication campaign** with customizable, templated material to promote services. Outreach is customized to the City's needs, based on review of the population health risk stratification report.
- **Health Promotion Catalog** including educational sessions, group programs, Health Center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.

The standard communication package includes all production and printing costs.

Documentation

- Marathon Health is compliant with Clinical Laboratory Improvement Amendment (CLIA) guidelines in Florida. Marathon Clinicians perform CLIA-waived tests
- Marathon Health's risk analysis process is modeled after the methodology and guidelines published by the National Institute of Standards and Technology (NIST) in the Special Publication 800-30 "Risk Management Guide for Information Technology Systems." This standard framework follows generally-accepted best practices upon which the HIPAA standards are based. All Marathon Health employees are required to complete HIPAA privacy and security training upon initial employment and annually thereafter.

Data Integration

- Marathon Health will utilize their proprietary technology platform, to have business process flows and business associate agreements established to allow manual exchange of data with virtually any of the City's vendor partners. This includes the ability to send and receive information on a monthly basis. All data is AES encrypted prior to transport.
- Claims data from the medical carrier and PBM are imported into the system monthly, if available. Marathon Health will "flag" individuals in the system who may be enrolled in Disease Management programs from external vendors and coordinate that care with the City's medical ASO provider. Marathon will also be able to accept feeds from biometric vendors and external Health Risk Appraisals if outside vendors are used (and this data is auto-populated in the EMR and PHR).
- The data from external vendors will be available to the patient through the patient portal

Clinical Integration

- The Marathon Health approach toward integration and coordination of other health resources is based on the concept that the clinic is the "hub" for all health-related services. These services include coordinating with the medical administrator's disease management program, the pharmacy benefit manager (PBM), employee assistance program (EAP), disability management and return-to-work (RTW) team, wellness coordinator and other providers.
- The service integration will exchange data with health plans, PBMs, disability services providers, occupational health providers, hospitals and health systems, physician practices, and EAPs.
- Marathon Health will automatically transmit data into the PHR/EMR that is captured in the Health Risk Assessment, biometric screenings, and encounter information. The encounter information sent to health plans includes CPT and ICD-9 data captured during the visit by the clinician. The Marathon Health clinical system captures all CPT and ICD-9 codes for services rendered, which will be submitted to a clinical billing system via a standard interface; thus providing the ability to submit a HCFA 1500 claim form to health plans.
- Marathon Health will provide lifestyle coaching for risk factors including: obesity, high cholesterol, hypertension, diabetes, stress, and tobacco cessation. A customized coaching program will be developed for employee engagement, compliance, and completion.
- The Marathon Health technology platform will provide each patient with authorized access to their EMR/PHR, to any and all of their health care providers and care givers, including hospital systems and physicians, to view the impact of our services and related activities.
- Marathon Health will provide community health resource integration which includes physical therapy, chiropractic services, vision, dental, etc. The clinicians and their assigned physician preceptor are responsible for building high performing networks around the Health Center site to fulfill the City's objectives for integrating local community health resources and services.

Quality Management

- Marathon Health's quality assurance and measurement processes are attached as Exhibit 3.
- In addition to environment of care, safety, security, and operations, clinicians are subject to chart audits and core competency evaluations.
- The City's near-site facility will be audited (environment of care, life safety, safety, security, operations) twice per year. The City will be notified of the results within 30 days of completion of the audit.
- Marathon Health follows the safety guidelines as outlined in the fourth edition of "Uphold and Graham's Clinical Guidelines in Family Practice," in addition to the Joint Commission's audit standards.
- Marathon Health clinicians will be evaluated onsite every six months. In addition, each month the clinicians submit a tape-recorded coaching session (with the consent of the participant) that is reviewed by trainers at the corporate office. The trainer who evaluates the sessions provides feedback to the clinician regarding their motivational interviewing and coaching skills and offers suggestions for improvement.
- The expected time frame for initial response to complaints, resolution and ongoing patient communication is within 14 for a response and 30 days for resolution.

Staffing

- The City reserves the right to conduct background checks on all Health Center personnel.
- The staff hired at the Health Center will all be formally approved by City staff to ensure they match the culture and values most important to the City.
- Marathon will work with The City to develop a mutually agreed upon back-up schedule that will involve ensuring coverage during peak times (such as flu season, conducting of biometric screenings and health assessment, etc.) of Health Center usage.
- Marathon will work with the City to provide employees the necessary resources, including vaccines, in the event of a disease outbreak, pandemic, or other outbreak (e.g. H1N1).
- Marathon Health typically addresses the issue of short and long-term clinician staff absences by dispatching one of our own available clinicians because they are trained in the use of our technology, our tools and coaching methodologies and can therefore address the full spectrum of coaching as well as primary care services with minimal or no disruption. We can inexpensively deploy one of our headquarters based clinicians hired specifically for travel with the purpose of backfilling vacations, illness and leave times. Additionally, we have readily available Service Level Agreement options nationally with several locum tenens agencies to supplement our own internal traveling staff with clinicians from independent nursing organizations specifically designed for the purpose of temporary or intermittent staffing.

SERVICES NOT INCLUDED IN QUOTED FEES

Acquisition of flu vaccine and related supplies

Cost of pre-packaged pharmaceuticals dispensed onsite

Cost of other prescription medications, vaccines and durable medical equipment

NOT INCLUDED IN THE QUOTED FEES

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.
- Travel costs for Health Center staff and health screeners to visit participants at offsite locations
- Internet connectivity and telephone service for Marathon staff.

Price Increase

Expiring Contract
4/3/2017 - \$908,973

Base Contract

0%	2%	2%	2%	2%	2%
Renewal Year 1 4/4/17-4/3/18	Renewal Year 2 4/4/18-4/3/19	Renewal Year 3 4/4/19-4/3/20	Optional Year 4 4/4/20-4/3/21	Optional Year 5 4/4/21-4/3/22	Optional Year 6 4/4/22-4/3/23
\$908,973	\$927,152	\$945,696	\$964,609	\$983,902	\$1,003,580

Recommended Additions**.5 Nurse Practitioner Salary**

Benefits
Payroll Taxes
Licensing/Dues
Med Mal Insurance
Temp coverage
Training/CME
Implementation Cost

\$69,000	\$70,380	\$71,788	\$73,223	\$74,688	\$76,182
\$27,600	\$28,152	\$28,715	\$29,289	\$29,875	\$30,473
\$16,962					

.5 Medical Assistant Salary

Benefits
Payroll Taxes
Licensing/Dues
Med Mal Insurance
Temp coverage
Training/CME
Implementation Cost

\$24,000	\$24,480	\$24,970	\$25,469	\$25,978	\$26,498
\$9,600	\$9,792	\$9,988	\$10,188	\$10,391	\$10,599
\$9,322					

Base + .5 NP +.5 MA

\$1,065,457	\$1,059,956	\$1,081,156	\$1,102,779	\$1,124,834	\$1,147,331
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Optional .5 Dietician**.5 Dietician Base Salary**

Benefits
Payroll Taxes
Licensing/Dues
Med Mal Insurance
Temp coverage
Training/CME
Implementation Cost

\$44,640	\$45,533	\$46,443	\$47,372	\$48,320	\$49,286
\$17,856	\$18,213	\$18,577	\$18,949	\$19,328	\$19,714
\$11,717					

Total Dietician

\$74,213	\$63,746	\$65,021	\$66,321	\$67,648	\$69,001
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Total Fees per Year

\$1,139,670	\$1,123,702	\$1,146,176	\$1,169,100	\$1,192,482	\$1,216,332
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Marathon Health - Scope of Services	
Primary Care Case & Referrals Management	
• Preventive and Primary Care Services	Included in Fixed Fee
• Vendor & Provider Coordination and Referral Management	Included in Fixed Fee
<i>Referrals to Network Care Providers: Primary Care, Specialist, Lab, Imaging</i>	Included in Fixed Fee
<i>Protocol Directed Referrals to EAP, Telephonic Coaching, Telephonic DM, Nurse Line, Carrier, Etc</i>	Included in Fixed Fee
<i>PCP & Specialist Care Coordination / Co-Monitoring and Data Share (Telephonic, EMR / PHR)</i>	Included in Fixed Fee
<i>Community Provider and Health Services Integration</i>	Included in Fixed Fee
• Follow Up & Continuing Care	Included in Fixed Fee
• Patient Education & Counseling	Included in Fixed Fee
• Medication Compliance Counseling	Included in Fixed Fee
• High Risk Patient Tracking	Included in Fixed Fee
• Care Gap Analysis	Included in Fixed Fee
Primary / Acute Care Services	
• Assessment / Triage in Urgent and Emergency Situations	Included in Fixed Fee
• Basic Life Support (CPR)	Included in Fixed Fee
• Primary Care	Included in Fixed Fee
• Urgent Care	Included in Fixed Fee
<i>Infections</i>	Included in Fixed Fee
<i>Sprains</i>	Included in Fixed Fee
<i>Strains</i>	Included in Fixed Fee
<i>Sore Throat</i>	Included in Fixed Fee
<i>Headache</i>	Included in Fixed Fee
<i>Rashes</i>	Included in Fixed Fee
<i>Gastrointestinal Symptoms</i>	Included in Fixed Fee
• Monitoring Patient Condition	Included in Fixed Fee
• Referral to Physical Therapy	Included in Fixed Fee
• Prescription Management: Prescribing / ePrescribing / Single-Dose OTCs	Included in Fixed Fee
• Annual Exams and Screenings, including lab draws (excludes external lab processing)	Included in Fixed Fee
• Ear Canal Lavage	Included in Fixed Fee
• Pulse Oximetry	Included in Fixed Fee
• Well Care (Female / Male), including lab draws (excludes external lab processing)	Included in Fixed Fee
• Pregnancy Support & Education	Included in Fixed Fee
• Administration of Vaccinations, Immunizations & Allergy Shots	Included in Fixed Fee
• Vaccines	Separate charge at Pass Through Cost
• Flu Shots	Separate charge
• Blood Pressure Checks	Included in Fixed Fee
• Lab Draws	Included in Fixed Fee
• Primary Care Chronic Disease / Condition Management	Included in Fixed Fee
• Preventive Care / Wellness Services	Included in Fixed Fee
• Patient Education	Included in Fixed Fee
• Self-Monitoring Program Assistance	Included in Fixed Fee
• Injury Prevention Counseling	Included in Fixed Fee

Marathon Health - Scope of Services	
• Lifestyle Modification Advice & Counseling	Included in Fixed Fee
• Nutritional Consultations	Included in Fixed Fee
• Medical Consultation Services	Included in Fixed Fee
• Vendor & Provider Coordination and Referral Management	Included in Fixed Fee
• Arrange Transportation for Ill or Injured Employees	Included in Fixed Fee
• Bio-Hazardous Waste Management & Removal	Included in Fixed Fee
• Patient Satisfaction Surveys	Included in Fixed Fee
Onsite Standard Labs (CLIA Waived)	
• Glucose (excludes mass population testing)	Included in Fixed Fee
• Cholesterol / Lipid Panel (excludes mass population testing)	Included in Fixed Fee
• Rapid Strep Test	Included in Fixed Fee
• Urinalysis, Dipstick Test	Included in Fixed Fee
• Pregnancy Test, Urine	Included in Fixed Fee
• Occult Blood, Fecal for Stool Guaiac Test	Included in Fixed Fee
• Hemoglobin A1C	Included in Fixed Fee
Population Risk Stratification of 3rd Party Data	
• Mapping HRA (Can Map Carrier / 3rd Party HRA Data to EMR / PHR Systems)	Included in Fixed Fee.
• Mapping Biometric Testing (Can Map Carrier / 3rd Party Biometric Data to EMR / PHR Systems)	Included in Fixed Fee.
• Detailed Claims Analysis	Included in Fixed Fee.
Protocol Directed & Evidence Based Clinical Disease Management (Face to Face Delivery)	
• Coronary Artery Disease	Included in Fixed Fee.
• Diabetes	Included in Fixed Fee.
• Asthma	Included in Fixed Fee.
• Hypertension	Included in Fixed Fee.
• Congestive Heart Failure	Included in Fixed Fee.
• Obesity	Included in Fixed Fee.
• Back Pain	Included in Fixed Fee.
• Allergies	Included in Fixed Fee.
• Stress & Depression	Included in Fixed Fee.
• Peripheral Artery Disease	Included in Fixed Fee.
• CVA (Stroke)	Included in Fixed Fee.
• Migraines	Included in Fixed Fee.
• GERD	Included in Fixed Fee.
• Peptic Ulcer Disorder	Included in Fixed Fee.
• Inflammatory Bowel Disease	Included in Fixed Fee.
• Osteopenia	Included in Fixed Fee.
• Rheumatoid Arthritis	Included in Fixed Fee.
• Osteo arthritis	Included in Fixed Fee.
• Chronic Kidney	Included in Fixed Fee.
• Stress & Depression	Included in Fixed Fee.
• Protocol Directed Referral to 3rd Party / Carrier Based Disease & Condition Management Programs	Included in Fixed Fee.
Onsite Lifestyle Management (LM), Wellness and Health Promotion	
• HRA: Online (Health History, Medications, Family Medical History, Health Practices, Exercise, Diet & Nutrition, Readiness)	Included in Fixed Fee.

Marathon Health - Scope of Services	
• HRA: Paper (Health History, Medications, Family Medical History, Health Practices, Exercise, Diet & Nutrition, Readiness)	Included in Fixed Fee.
• Biometric Testing: Mass Population	Separate charge
• Biometric Testing: Individual	Included in Fixed Fee.
• Stage of Change Assessment (Transtheoretical Model)	Included in Fixed Fee.
• Employ Motivational Interviewing Techniques Through Coaching Process	Included in Fixed Fee.
• Employ Mindfulness Through Coaching Process	Included in Fixed Fee.
• Comprehensive Health Review & Exams	Included in Fixed Fee.
• Risk Reduction Goal Setting and Follow Up	Included in Fixed Fee.
• Face to Face Individual Lifestyle Management Coaching & Counseling	Included in Fixed Fee.
<i>Weight Management, Fitness & Nutrition</i>	Included in Fixed Fee.
<i>Cholesterol</i>	Included in Fixed Fee.
<i>Stress & Depression</i>	Included in Fixed Fee.
<i>Tobacco Cessation</i>	Included in Fixed Fee.
<i>Pre-Diabetes</i>	Included in Fixed Fee.
<i>Pre-Hypertension</i>	Included in Fixed Fee.
• Protocol Directed Referral to 3rd Party / Carrier Based Telephonic & Web Based Lifestyle Management Programs	Included in Fixed Fee.
• Group Lifestyle Management Classes, Support & Challenges	Included in Fixed Fee.
<i>Weight Management, Fitness & Nutrition</i>	Included in Fixed Fee.
<i>Cholesterol</i>	Included in Fixed Fee.
<i>Stress & Depression</i>	Included in Fixed Fee.
<i>Tobacco Cessation</i>	Included in Fixed Fee.
<i>Pre-Diabetes</i>	Included in Fixed Fee.
<i>Pre-Hypertension</i>	Included in Fixed Fee.
• Protocol Directed Referral to 3rd Party / Carrier Based Telephonic & Web Based Lifestyle Management Programs	Included in Fixed Fee.
• Blood Pressure Screening Events	Included in Fixed Fee.
• Pre-Packaged Annual Health Promotions (Calendar of Events)	Included in Fixed Fee.
<i>Weight Loss / Biggest Loser Contest</i>	Included in Fixed Fee.
<i>Heart Health Lunch & Learn</i>	Included in Fixed Fee.
<i>High Blood Pressure Lunch & Learn</i>	Included in Fixed Fee.
<i>Cancer Control Lunch & Learn</i>	Included in Fixed Fee.
<i>Arthritis Lunch & Learn</i>	Included in Fixed Fee.
<i>Diabetes Lunch & Learn</i>	Included in Fixed Fee.
<i>Sun Care / Summer Safety Lunch & Learn</i>	Included in Fixed Fee.
<i>Back Health Lunch & Learn</i>	Included in Fixed Fee.
<i>Cholesterol Lunch & Learn</i>	Included in Fixed Fee.
• Group Walking Programs & Challenges	Included in Fixed Fee.
• Fitness Center Coordination (Where Available)	Included in Fixed Fee.
• Patient / Member Health Education	Included in Fixed Fee.
<i>Cold and Flu</i>	Included in Fixed Fee.
<i>Understanding carbohydrates</i>	Included in Fixed Fee.
<i>Healthy Living 101</i>	Included in Fixed Fee.
<i>Fad Diets</i>	Included in Fixed Fee.
<i>Nutrition facts and label reading</i>	Included in Fixed Fee.

Marathon Health - Scope of Services	
<i>Cholesterol</i>	Included in Fixed Fee.
<i>Diabetes</i>	Included in Fixed Fee.
<i>Stress workshops</i>	Included in Fixed Fee.
<i>Exercise</i>	Included in Fixed Fee.
Web Based Lifestyle Management (LM), Wellness and Health Promotion (See PHR)	
• Multi-Week Self Directed Wellness Workshops	Included in Fixed Fee.
<i>Diabetes Prevention</i>	Included in Fixed Fee.
<i>Cardiovascular Disease Prevention</i>	Included in Fixed Fee.
<i>Nutrition</i>	Included in Fixed Fee.
<i>Exercise</i>	Included in Fixed Fee.
• Interactive Diet & Nutrition Tools	Included in Fixed Fee.
<i>Progress To Goal</i>	Included in Fixed Fee.
<i>Weight Tracking</i>	Included in Fixed Fee.
<i>Health Log</i>	Included in Fixed Fee.
<i>Food Log</i>	Included in Fixed Fee.
<i>Recipes</i>	Included in Fixed Fee.
<i>Meal Planning</i>	Included in Fixed Fee.
<i>Diet Analysis</i>	Included in Fixed Fee.
<i>Nutritional Needs Calculator</i>	Included in Fixed Fee.
• Interactive Fitness & Exercise Tools	Included in Fixed Fee.
<i>Personalized Exercise Plans</i>	Included in Fixed Fee.
<i>Cardio Log</i>	Included in Fixed Fee.
<i>Strength Training Log</i>	Included in Fixed Fee.
<i>Pedometer Tracker</i>	Included in Fixed Fee.
<i>Exercise Sample & Instructional Videos</i>	Included in Fixed Fee.
<i>Body Measurements</i>	Included in Fixed Fee.
• Interactive Fitness & Exercise Tools (Healthwise Knowledgebase)	Included in Fixed Fee.
• Interactive Lifestyle Checkup Tools (Healthwise Knowledgebase)	Included in Fixed Fee.
• Pregnancy Tools (Healthwise Knowledgebase)	Included in Fixed Fee.
• Searchable Health Topics (Healthwise Knowledgebase)	Included in Fixed Fee.
• Categorical Health Learning Center (Healthwise Knowledgebase)	Included in Fixed Fee.
• Featured Monthly Health Articles	Included in Fixed Fee.
• Wellness Library Articles	Included in Fixed Fee.
<i>Fitness</i>	Included in Fixed Fee.
<i>Nutrition</i>	Included in Fixed Fee.
<i>Preventive</i>	Included in Fixed Fee.
Occupational Health & Medicine	
• First Treatment of Work Related Injuries	Included in Fixed Fee.
• Orthopedic Injuries (Sprains & Strains)	Included in Fixed Fee.
• Travel Medicine	Included in Fixed Fee.
• Work Related Exams and Physicals (DOT) (excludes external lab processing)	Included in Fixed Fee if Service is Requested.
• Medical Surveillance (excludes external lab processing)	Included in Fixed Fee if Service is Requested.
• Return to Work & Fitness for Duty Exams (excludes external lab processing)	Included in Fixed Fee if Service is Requested.

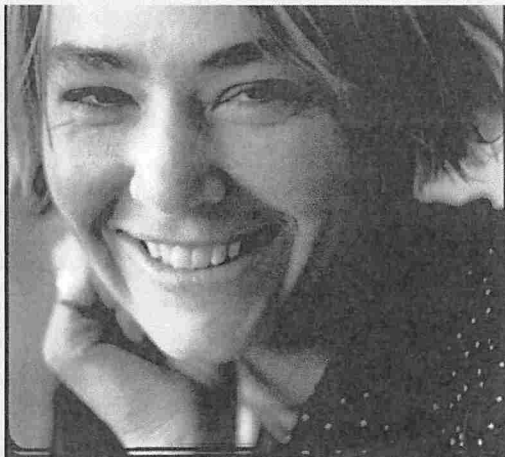
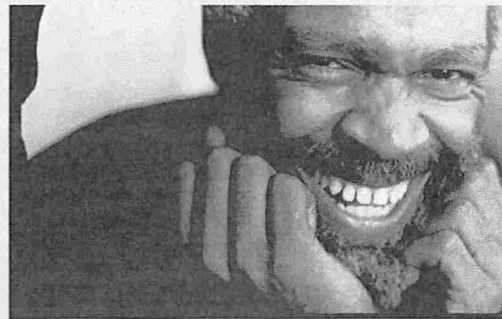
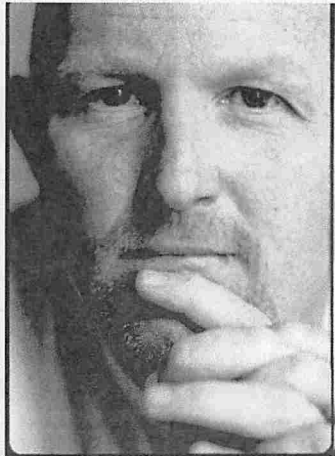
Marathon Health - Scope of Services	
• Urine Collection for Drug Screening	Included in Fixed Fee if Service is Requested.
• Breath Alcohol Testing	Included in Fixed Fee if Service is Requested.
• Audiometric Testing	Included in Fixed Fee if Service is Requested.
• Respiratory Physicals (qualitative)	Included in Fixed Fee if Service is Requested.
Medication	
• Onsite prepackaged pharmaceutical dispensing	Included in Fixed Fee if Service is Requested.
• Prepackaged pharmaceuticals	Separate charge at Pass Through Cost
• Facilitate Concierge Rx Services	Included in Fixed Fee.
• OTC Medications (Single-Dose)	Included in Fixed Fee.
• Medication Management	Included in Fixed Fee.
• First Fill Adherence / Compliance Counseling	Included in Fixed Fee.
• Drug Utilization Review	Included in Fixed Fee.
• ePrescribing / PBM Data Integration	Included in Fixed Fee.
Technology	
Electronic Medical Record	
• Proprietary EMR for Clinicians	Included in Fixed Fee.
• Claims Data Integration	Included in Fixed Fee.
• Biometric Data Integration	Included in Fixed Fee.
• HRA Data Integration	Included in Fixed Fee.
• Risk Stratified Patient Lists for Proactive Outreach to At Risk / Chronic Members	Included in Fixed Fee.
• Ability to Capture and Track Member Clinical Results Over Time	Included in Fixed Fee.
• Provider Schedules	Included in Fixed Fee.
• Workflow Support with "To Do" Lists for Clinicians	Included in Fixed Fee.
• Clinical Note Documentation	Included in Fixed Fee.
• Encounter Completion (ICD-9 and CPT Codes)	Included in Fixed Fee.
• Disease Management Protocols	Included in Fixed Fee.
• Evidence Based Decision Support Tools & Logic (PKC)	Included in Fixed Fee.
• Reporting to Stratify Employee Population and Documentation of Follow Up Care	Included in Fixed Fee.
• Fully Integrated with Personal Health Record	Included in Fixed Fee.
• Secure Web Messaging to Members / Patients	Included in Fixed Fee.
• Scanned Document Storage (Labs, XRay, Etc)	Included in Fixed Fee.
Personal Health Record (See Web Based LM)	
• Proprietary PHR for Members	Included in Fixed Fee.
• Wellness Profile & Scorecard	Included in Fixed Fee.
• Personalized Health Improvement Plans	Included in Fixed Fee.
• Fitness & Nutrition Trackers	Included in Fixed Fee.
• Registered Dieticians and Fitness Trainers	Included in Fixed Fee.
• Personalized Wellness Initiatives and Instructions	Included in Fixed Fee.
• Secure Web Messaging to Onsite Clinicians	Included in Fixed Fee.
• Integrated Decision Support Tools (PKC)	Included in Fixed Fee.

Marathon Health - Scope of Services	
• Searchable Consumer Health Information (Healthwise Knowledgebase)	Included in Fixed Fee.
• Electronic Appointment Scheduling (Acute, Primary, Occ, Coaching, DM)	Included in Fixed Fee.
• Customized Links to Client Partners (Carrier, EAP, Wellness, HR)	Included in Fixed Fee.
• Customized Content Based Upon Client Needs (Newsletter, Carrier, Etc)	Included in Fixed Fee.
Evidence Based Decision Support Tools & Logic (Integrated Problem Knowledge Couplers)	
• Abdominal Pain Diagnosis	Included in Fixed Fee.
• Abnormal Vaginal Bleeding Diagnosis	Included in Fixed Fee.
• Acid Reflux Disease Management	Included in Fixed Fee.
• Acne Management	Included in Fixed Fee.
• Acute Low Back Pain Triage	Included in Fixed Fee.
• Adolescent Wellness Visit: 11 to 17 Years	Included in Fixed Fee.
• Advance Directives: Living Will and Healthcare Proxy	Included in Fixed Fee.
• Angina and Stable Coronary Heart Disease Management	Included in Fixed Fee.
• Asthma Management	Included in Fixed Fee.
• Birth Control Choices	Included in Fixed Fee.
• Blood in Urine Diagnosis	Included in Fixed Fee.
• Carpal Tunnel Syndrome Management	Included in Fixed Fee.
• Chest Pain Diagnosis	Included in Fixed Fee.
• Cholesterol and Triglycerides Management	Included in Fixed Fee.
• Computer Workstation Ergonomics	Included in Fixed Fee.
• Constipation Diagnosis	Included in Fixed Fee.
• COPD Management	Included in Fixed Fee.
• Cough Diagnosis	Included in Fixed Fee.
• Current Problem Profile	Included in Fixed Fee.
• Depression / Anxiety Diagnosis	Included in Fixed Fee.
• Diabetes Management	Included in Fixed Fee.
• Diarrhea Diagnosis	Included in Fixed Fee.
• Dizziness or Vertigo Diagnosis	Included in Fixed Fee.
• Ear Problem Diagnosis	Included in Fixed Fee.
• Elbow Problem Diagnosis	Included in Fixed Fee.
• Enlarged Prostate (BPH) Management	Included in Fixed Fee.
• Erectile Dysfunction Diagnosis	Included in Fixed Fee.
• Erectile Dysfunction Management	Included in Fixed Fee.
• Exercise for Health	Included in Fixed Fee.
• Eye Problem Profile	Included in Fixed Fee.
• Failure to Thrive Diagnosis in Children Aged 2 to 5	Included in Fixed Fee.
• Fainting Diagnosis	Included in Fixed Fee.
• Fatigue Problem Profile	Included in Fixed Fee.
• Female Infertility Diagnosis	Included in Fixed Fee.
• Female Urinary Problems Diagnosis	Included in Fixed Fee.
• Foot and Ankle Problem Diagnosis	Included in Fixed Fee.
• Hand or Wrist Problem Diagnosis	Included in Fixed Fee.
• Headache Diagnosis	Included in Fixed Fee.
• Health History Screening	Included in Fixed Fee.
• Healthy Eating	Included in Fixed Fee.
• Heart Failure Diagnosis	Included in Fixed Fee.

Marathon Health - Scope of Services	
• Heart Failure Management	Included in Fixed Fee.
• High Blood Pressure Diagnosis	Included in Fixed Fee.
• High Blood Pressure Management	Included in Fixed Fee.
• Hip, Groin or Buttock Problem Diagnosis	Included in Fixed Fee.
• Hives Diagnosis	Included in Fixed Fee.
• International Travel Health	Included in Fixed Fee.
• Itching Diagnosis	Included in Fixed Fee.
• Joint Pain Diagnosis	Included in Fixed Fee.
• Knee Arthritis Management	Included in Fixed Fee.
• Knee Problem Diagnosis	Included in Fixed Fee.
• Low Back Pain Diagnosis	Included in Fixed Fee.
• Memory Problem or Confusion Diagnosis	Included in Fixed Fee.
• Menopause Management	Included in Fixed Fee.
• Mental Health Screening	Included in Fixed Fee.
• Migraine Management	Included in Fixed Fee.
• Mouth Problem Profile	Included in Fixed Fee.
• Multiple Sclerosis Management	Included in Fixed Fee.
• Muskuloskelatal Screening: Strength, Flexibility, Posture	Included in Fixed Fee.
• Nasal Allergies Management	Included in Fixed Fee.
• Neck Problem Profile	Included in Fixed Fee.
• Older Adult Wellness and Health Review	Included in Fixed Fee.
• Palpitations Problem Profile	Included in Fixed Fee.
• Pediatric Back Pain Diagnosis	Included in Fixed Fee.
• Pediatric Chronic Cough Diagnosis	Included in Fixed Fee.
• Pediatric Enlarged Lymph Node Diagnosis	Included in Fixed Fee.
• Pediatric Joint Pain Diagnosis	Included in Fixed Fee.
• Pediatric Overweight Diagnosis	Included in Fixed Fee.
• Pediatric Weight Management	Included in Fixed Fee.
• Periodic Health Evaluation Screening	Included in Fixed Fee.
• Physical Exam Screening	Included in Fixed Fee.
• Preconception Guidance	Included in Fixed Fee.
• Preparing for Your Operation	Included in Fixed Fee.
• Ringing in the Ear or Other Sound Sensation Diagnosis	Included in Fixed Fee.
• Risk Assessment for Breast Cancer	Included in Fixed Fee.
• Risk Assessment for Colorectal Cancer	Included in Fixed Fee.
• Risk Assessment for Diabetes	Included in Fixed Fee.
• Risk Assessment for Heart Disease	Included in Fixed Fee.
• Runny or Stuffy Nose Diagnosis	Included in Fixed Fee.
• Shortness of Breath Diagnosis	Included in Fixed Fee.
• Shoulder Problem Diagnosis	Included in Fixed Fee.
• Sleep Problem Diagnosis	Included in Fixed Fee.
• Snoring Diagnosis	Included in Fixed Fee.
• Sore Throat or Other Throat Pain Diagnosis	Included in Fixed Fee.
• State Required Newborn Screening Tests	Included in Fixed Fee.
• Stress Management	Included in Fixed Fee.
• Swallowing Problem Diagnosis	Included in Fixed Fee.

Marathon Health - Scope of Services	
• Tobacco: How to Quit	Included in Fixed Fee.
• Tremor of Shaking Diagnosis	Included in Fixed Fee.
• Upper Respiratory Symptoms Profile	Included in Fixed Fee.
• Urinary Incontinence Diagnosis	Included in Fixed Fee.
• VA HRAI Prototype	Included in Fixed Fee.
• Vaginal Vulvar Problem Diagnosis	Included in Fixed Fee.
• Vomiting Diagnosis	Included in Fixed Fee.
• Weight Management	Included in Fixed Fee.
• Well Child Visit: 1 Week to 10 Years	Included in Fixed Fee.
• Wellness and Health Review	Included in Fixed Fee.
Primary Care & DM / LM Reporting	
• Clinic Utilization	Included in Fixed Fee.
• Unique patients seen	Included in Fixed Fee.
• Number of encounters	Included in Fixed Fee.
• Top reasons for clinic visit	Included in Fixed Fee.
• Top diagnoses	Included in Fixed Fee.
• Participation levels	Included in Fixed Fee.
• Clinic encounters	Included in Fixed Fee.
• Diagnoses	Included in Fixed Fee.
• Prescriptions written	Included in Fixed Fee.
• Medication dispensed	Included in Fixed Fee.
• Value of Primary Care delivered	Included in Fixed Fee.
• Employees with chronic condition at standard of care	Included in Fixed Fee.
• Employees with health risk and / or pre-disease	Included in Fixed Fee.
• Employees making progress toward health goals	Included in Fixed Fee.
• Excess cost associated with risk profile	Included in Fixed Fee.
• Savings associated with change to risk profile	Included in Fixed Fee.
• Population risk profile	Included in Fixed Fee.
• Risk prevalence vs. targets	Included in Fixed Fee.
• Patient satisfaction	Included in Fixed Fee.
• Client satisfaction	Included in Fixed Fee.
• Incidence and prevalence of disease in population	Included in Fixed Fee.
• Population based penetration rates	Included in Fixed Fee.
• Projected savings for risk reduction and mitigation	Included in Fixed Fee.
• Key indicators vs Group Health Norm	Included in Fixed Fee.
Clinic Medical Equipment	
• Exam Tables, Centrifuges, Colestech Machines, etc.	Included in Fixed Fee.
Supplies	
• All Marathon Health standard medical office supplies (bandages, gauze, tape, q-tips, etc)	Included in Fixed Fee.
• Administrative Supplies (pens, paper, prescription pads, etc)	Included in Fixed Fee.
Member Communications	
• Printing costs for all standard marketing materials	Included in Fixed Fee.
• Co-branding of materials	Included in Fixed Fee.
• Custom Communications	Separate charge
Clinic Management	

Marathon Health - Scope of Services	
• All clinic management, account management, etc	Included in Fixed Fee.



CLIENT REPORTING PACKAGE

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MARATHON HEALTH CLIENT REPORTS

PG NO.	REPORT NAME	INDIVIDUAL	CLINICIAN	COMPANY	FREQUENCY	DESCRIPTION
3.	Individual Screening Results	x	x		On Demand	Individual results relative to healthy ranges on 20 key factors
4.	Individual Wellness Score	x	x		On Demand	Health scorecard predicting the individual's overall risk of disease
5.	Clinical Disease Management Stratification		x		On Demand	This report lists active disease management patients
6.	Clinical Risk Stratification		x		On Demand	This report lists active lifestyle risk patients
7.	Progress Towards Goals Individual		x		On Demand	Graph of changes to biometrics overtime
8.	Excess Costs Tied to Risk Profile		x	x	Annual	Excess cost due to chronic conditions and identified risks
9.	High Risk Employees		x	x	Annual	Count of high risk employees and associated excess cost
10.	Population Risk Profile		x	x	Annual	Prevalence rates vs. US average for all chronic conditions and risk factors
11.	Risk Prevalence vs. Targets		x	x	Annual	Targeted modification to company risk profile and estimated savings
12.	Risk Profile Executive Summary		x	x	Annual	Executive summary of risk profile and excess cost associated with profile
13.	Change in Prevalence Rates		x	x	Semi-Annual	This chart shows change in prevalence rates for biometric measures
14.	Progress Toward Biometric Goals		x	x	Semi-Annual	The chart shows progress toward biometric goals
15.	Clinic Activity Report		x	x	Monthly	Onsite clinic visit volume by procedure and diagnosis
19.	Impact on Paid Claims: Total Spend		x	x	Semi-Annual	This graph shows changes to paid claims: total spend
21.	System Performance Measures		x	x	Annual	Total system performance key metrics

INDIVIDUAL SCREENING RESULTS

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Personal Health Record for: Flores, Maria

my personal Marathon

Home | My Health Record | Manage My Health | Wellness | Advice | Mail | Appointments

Change Password | Logout | Help

Goals | Summary | History | Results/Guidelines | Profile | Personal Info | Documents | Print

View
HHRA Go Clinical Guidelines Risk Level: ☒ In Target Range ☐ Low ☒ Moderate ☐ High [Show All](#) [Show Graph](#) [Print](#)

Select Columns	11/24/2010 MH(Non-Fasting)	9/21/2010 MH(Fasting)	4/19/2009 MH(Fasting)	Risk Ranges	How Often	Next Due	Why this is important to you
Systolic Blood Pressure	120	132!	120	High: 140 or more Mod: 130-139 Low: 121-129 Target: 120 or less	Yearly	11/24/2011	Your blood pressure consists of two numbers: systolic and diastolic. The systolic number shows how hard the blood pushes when the heart is pumping. Elevated blood pressure can cause damage to your arteries, heart, and kidneys and lead to heart disease or stroke.
Diastolic Blood Pressure	80	94	78	High: 90 or more Mod: 81-89 Target: 80 or less	Yearly	11/24/2011	Your blood pressure consists of two numbers: systolic and diastolic. The diastolic number shows how hard the blood pushes between heartbeats, when the heart is relaxed and filling with blood.
Height (in.)	63	63	63	Not applicable	Once		
Weight (lbs.)	149	158	155	Not applicable	Yearly	11/24/2011	Being at a healthy weight can reduce your risk of weight-related diseases, such as heart disease, sleep apnea, diabetes, high blood pressure, and stroke.
Body Mass Index (BMI)	26.4!	28.1!	27.5!	High: 30 or more Moderate: 25 - 29.9 Target: 24.9 or less	Yearly	11/24/2011	BMI is an estimate of body fat. The higher the BMI, the greater the risk of some diseases, including high blood pressure, heart disease, stroke, osteoarthritis, and diabetes.
Fasting Blood Glucose	84	84	82	High: 126 or more Mod: 110-125 Low: 101 - 109 Target: 100 or less	Every 5 yrs.	11/24/2015	Blood glucose levels that remain high over time can damage your eyes, kidneys, nerves, and blood vessels.
Total Cholesterol	178	198	188	High: 240 or more Mod: 201 - 239 Target: 200 or less	Every 5 yrs.	11/24/2015	Too much cholesterol can build up along the inside of blood vessel walls, forming what is known as plaque, which can increase your chances of heart disease or stroke.
LDL Cholesterol	155	148	144	High: 190 or more Mod: 160-189 Low: 130 - 159 Target: 129 or less	Every 5 yrs.	11/24/2015	Sometimes called "bad cholesterol". A high LDL cholesterol level may increase your chances of developing heart disease.
HDL Cholesterol	35	42	40	High: 35 or less Mod: 36-39 Target: 40 or more	Every 5 yrs.	11/24/2015	Sometimes called "good cholesterol". A high level of HDL cholesterol may lower your chances of developing heart disease or stroke.
TC/HDL Ratio		4.2	4.4	High: 7.0 or more	Every 5 yrs.	9/21/2015	The total cholesterol (TC) to HDL-cholesterol

This report tells the individual the results of their health screening, where they need to focus and why.

INDIVIDUAL WELLNESS SCORE

Personal Health Record for: Flores, Maria

Home
My Health Record
Manage My Health
Wellness
Advice
Mail
Appointments
Change Password | Logout | Help

Goals
Summary
History
Results/Guidelines
Profile
Personal Info
Documents
Print

View For: 03/02/2011
Update
Number of High Risks = 2
Wellness Score = 71
Print

Health Risk Category	Result	Risk	Pts (Max)
Blood Pressure			16 (16)
Systolic	120		
Diastolic	80		
Smoking/tobacco	Smokes cigarettes in certain situations (social occasions)		0 (8)
Alcohol Use			10 (12)
Alcohol Use Disorder Identification Test (AUDIT) score	3		
AUDIT-C: drinking in past year, 2 to 3 times a week (3)			
AUDIT-C: 1 to 2 drinks on typical day when drinking (0)			
AUDIT-C: 6+ drinks on one occasion past year, never (0)			
Cut down, Annoy, Guilty, and Eye opener (CAGE) Alcohol score	0 positive responses		
Glucose	84		8 (8)
Cholesterols			10 (18)
Total Cholesterol	178		
LDL Cholesterol	155		
HDL Cholesterol	35		
Body Mass Index (BMI)	26.4		4 (8)
Presence of High Risk Medical Condition(s)	No high risk medical condition		1 (1)
Stress	Stress level is low		6 (6)
Copes Well with Stress	Yes		2 (2)
Number of days of exercise in a typical week	1 - 2		3 (8)
Safety Belt	Always wears seat belt		2 (2)
Perception of Health	Very Good		3 (3)
Satisfaction with Life	In general, satisfied with life		2 (2)
Satisfaction with Job	Yes		2 (2)
Work days missed due to illness in past year	4 or less		2 (2)
Sleep 7-8 hours a night	No		0 (2)

This report provides the individual with an overall health score.

Wellness Score Key

Excellent: 92 to 100
 Very Good: 80 to 91
 Good: 70 to 79
 Fair: 51 to 69
 Poor: 50 or less

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CLINICAL DISEASE MANAGEMENT STRATIFICATION

Name:
Emp/Loc:
Phone:

Allergies:
Gender:
Language:

MHP:
PCP:
DOB:

E-mail:
User Name:
FYI:

Schedule
To Do Lists
Record
PKC
Wellness
Med Content

Preferences ▼ | Logout | Help

Mail Box | Triage Mail Box | Tasks | Patient Lists

☐ Life Style Risk Reduction
☒ Disease Management

Filter
Customer: MH
Location: All
MHP: All

View: Active DM Patients
[New](#)

Last Name:
First Name:
Filter
Clear

Patient	Type	Enrolled	CHR	HR	LSR	Chr Dis	Asthma	CAD	DM	HTN	COPD	CHF	Due	Last Activity	Status
CHANEY, Dylan	E		09/02/09	0	1	2		X		X				10/28/09	View Active
BAER, LINDA	E			0	3	1				X					View Active
DIAZ, Laura	E			0	0	1				X				10/21/09	View Active
Harshbarger, SARAH	E			0	0	1	X								View Active
LIDDLE, Evette	E		09/10/09	1	1	1	X							10/28/09	View Active
Minor, ASHLEY	E			0	0	1				X				10/28/09	View Active
WHEATLEY, MICHAEL	E			2	0	1		X						02/09/10	View Active
ALLEN, DENISE	E			0	0	0									View Active
Angel, Rochelle	E			0	0	0									View Active
Atchley, MICHELLE	E			0	0	0									View Active
Bristol, JOHN	E		09/02/09	1	0	0									View Active
BRODERICK, Robert	E		01/21/10	2	2	0									View Active
Brown, Kenia	E			0	0	0									View Active
CAPRA, GERALD	E			0	0	0									View Active

This report lists active disease management patients.

CLINICAL RISK STRATIFICATION

Name:

Emp/Loc:

Phone:

Allergies:

Gender:

Language:

MHP:

PCP:

DOB:

E-mail:

User Name:

FYI:

Schedule

To Do Lists

Record

PKC

Wellness

Med Content

Preferences ▾

Logout

Help

Mail Box

Triage Mail Box

Tasks

Patient Lists

☒ Life Style Risk Reduction
 ☐ Disease Management

Filter

Customer: MH ▾

Location: All ▾

MHP: All ▾

Last Name:

First Name:

Filter

Clear

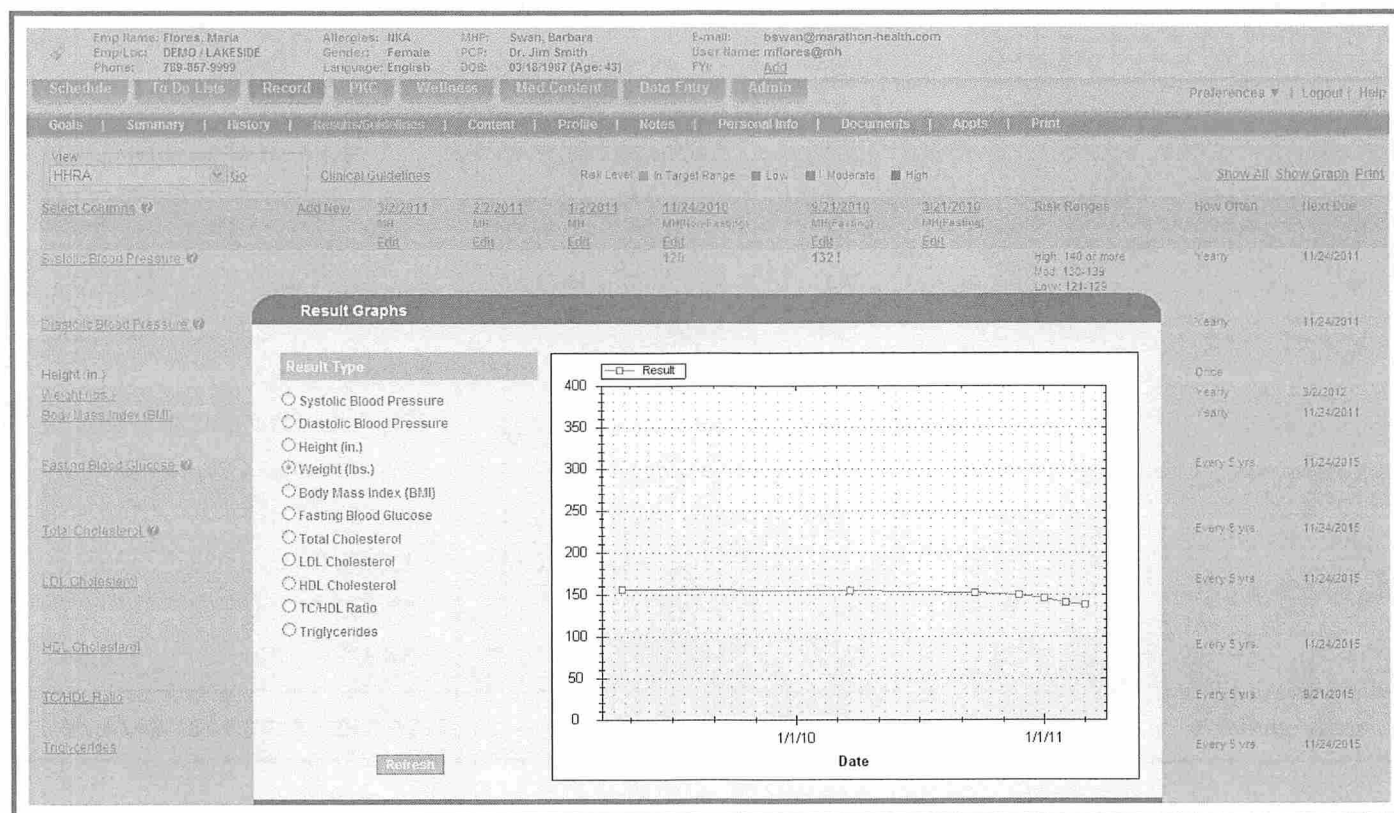
View: Active Life Style Risk Patients ▾

New

P Patient	Type	HR	LSR	Chr	Dis	CHR	HHRA	HRA Update	MHO	Biometrics	Due	Last Activity	Status
H <u>BRODERICK, Robert</u>	E	2	2	0		01/21/10			01/21/10	01/21/10		01/22/10	View Active
H <u>Cordero, Luis</u>	E	2	0	0			09/20/07	09/17/09		09/14/07		10/21/09	View Active
H <u>Smith, CUONG</u>	E	2	0	0		06/18/10	11/01/07		11/01/07			10/21/09	View Active
H <u>Koontz Jr., HAZEM Tracey</u>	E	1	1	0		09/29/09	01/22/07	08/19/09	09/29/09	09/29/09		10/21/09	View Active
H <u>LIDDLE, Evette</u>	E	1	1	1		09/10/09	08/19/09		08/24/09	08/21/09		10/21/09	View Active
H <u>SIMENSTAD, WILLIAM</u>	E	1	1	0		10/09/09	10/08/09		10/08/09	10/08/09		10/21/09	View Active
M <u>WHEATLEY, MICHAEL</u>	E	2	0	1		01/08/10						01/22/10	View Active
M <u>Bristol, JOHN</u>	E	1	0	0		09/02/09	08/19/09			08/19/09		10/22/09	View Active
M <u>SMITH, SONJA A</u>	E	1	0	0		11/02/09						01/22/10	View Active
M <u>CARRERA, Lucy</u>	E	0	0	0		09/17/09							View Active
M <u>CHANEY, Dylan</u>	E	0	1	2		09/02/09	09/01/09	12/14/09		08/20/09		10/22/09	View Active
M <u>KHORSANDIAN-SANCHE, Theodore</u>	E	0	0	0		09/29/09	09/29/09			09/24/09			View Active
M <u>PETERSEN, Charles</u>	E	0	0	0		03/08/07	09/20/09			03/09/07			View Active
M <u>Rubin, JAMES</u>	E	0	0	0		08/18/09			08/09/10	12/31/09			View Active

This report lists active lifestyle risk patients.

PROGRESS TOWARD GOALS: INDIVIDUAL



This report shows the individual how they are doing on their goals.

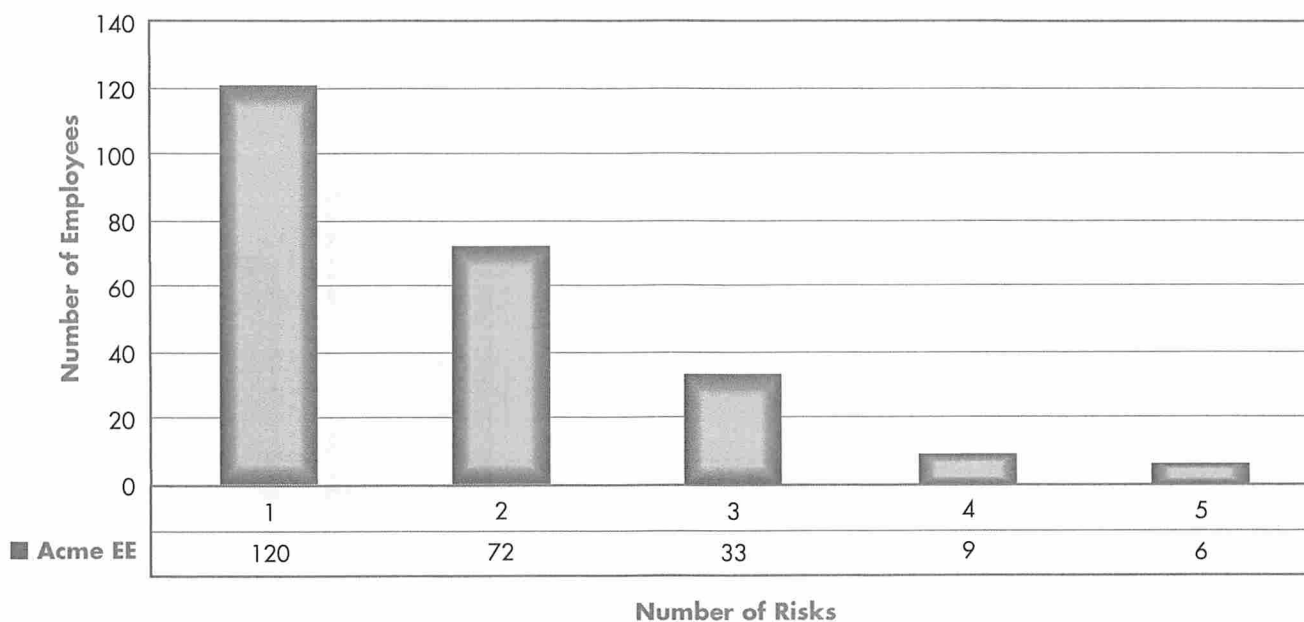
EXCESS COSTS TIED TO RISK PROFILE

POPULATION 1,166							
RISK FACTOR/ DISEASE STATE	PREVALENCE RATE	PREDICTED CASES	CONDITION SPECIFIC (excess cost per year)		SAVINGS (percent of reduction)		
			EDINGTON	ICHSIS/ SYMMETRY	5%	7.5%	10%
Hypertension	30.7%	358	\$3,732	\$3,864	\$66,796	\$100,194	\$133,591
Hyperlipidemia	16.6%	194	\$2,276	\$3,252	\$22,027	\$33,040	\$44,058
Obesity	31.3%	365	\$2,633	n/a	\$48,047	\$72,070	\$96,098
Diabetes	10.2%	119	\$4,669	\$5,400	\$27,765	\$41,647	\$55,529
Coronary Artery Disease	6.2%	72	\$8,299	\$7,404	\$29,998	\$44,996	\$59,995
Asthma	6.8%	79	n/a	\$2,964	\$11,750	\$17,626	\$23,501
COPD	5.2%	61	n/a	\$5,076	\$15,388	\$23,083	\$30,777
Smoking	20.8%	243	\$2,290	n/a	\$27,769	\$41,654	\$55,539
Stress (anxiety, depression)	24.9%	290	\$2,571	n/a	\$37,322	\$55,984	\$74,645
TOTAL SAVINGS					\$286,862	\$430,293	\$573,724

This report calculates the excess cost associated with preventable claims.

HIGH RISK EMPLOYEES

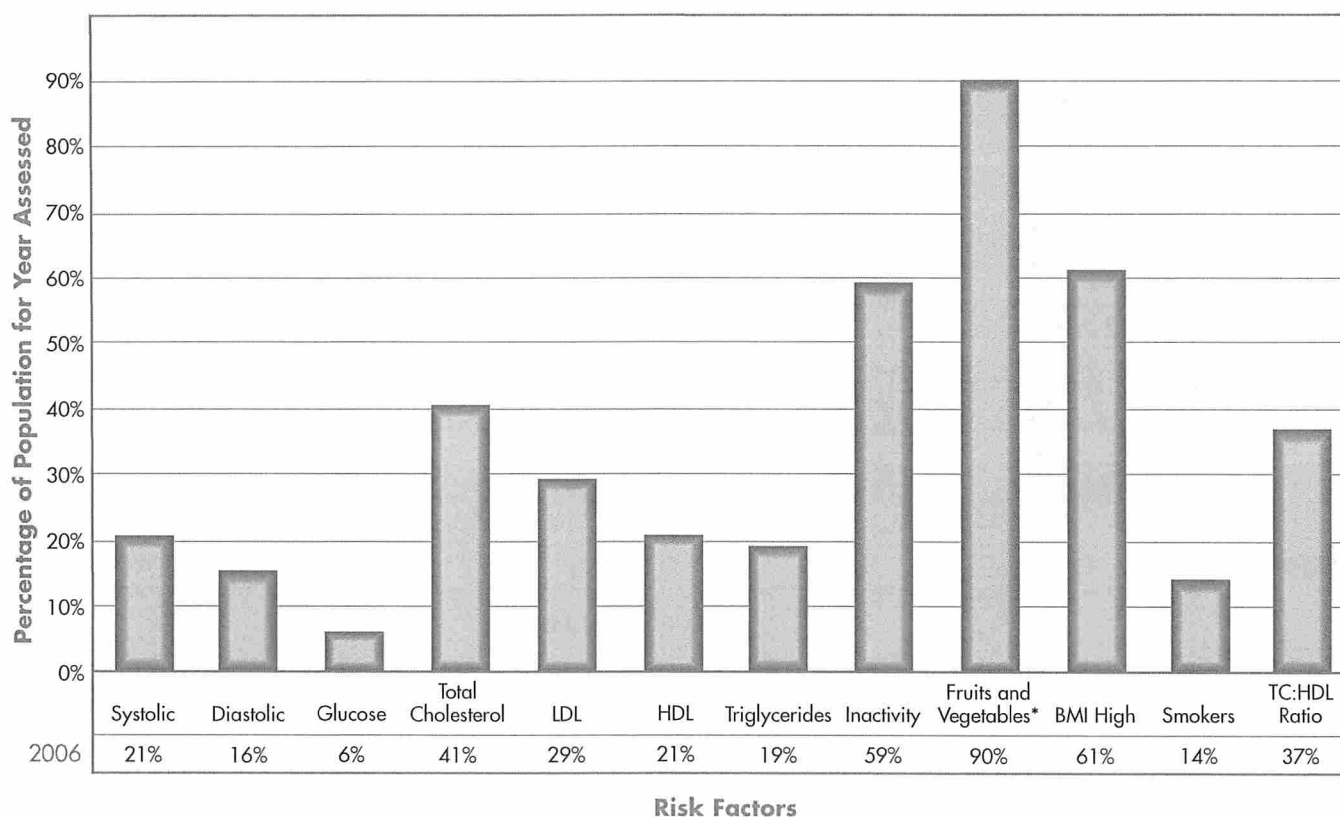
Acme Corporation High Risk Employees by Number of Risk Factors
(of those screened as of 3/31/2010)



This report tells the company how many employees are at risk.

POPULATION RISK PROFILE

2010 Normalized Data Based on Outside Recommended Range Report for Total Assessed Population



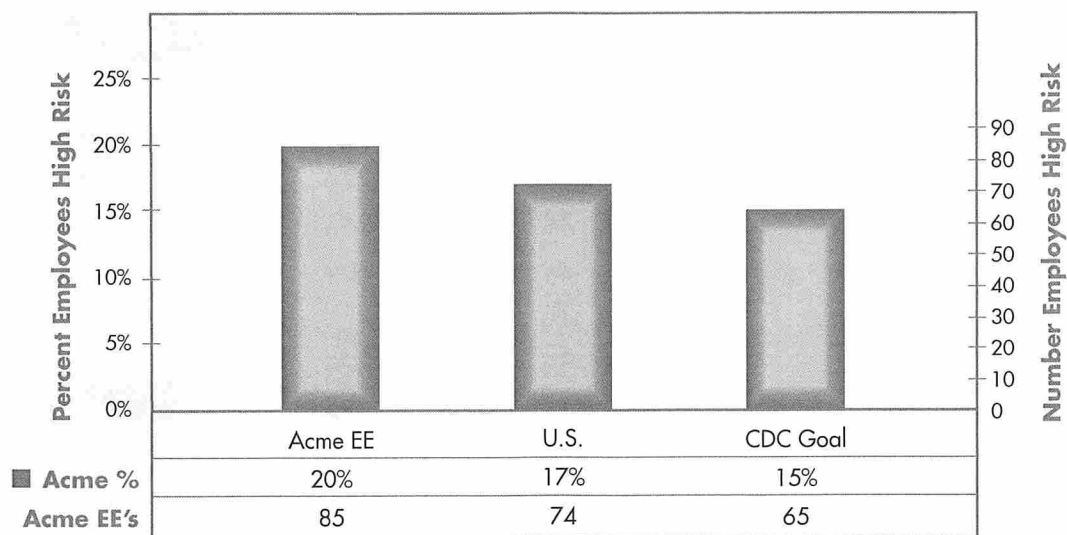
This report tells the company the prevalence rate for each risk factor.

* Reflects percentage of population that does not consume five or more servings of fruits and vegetables per day.

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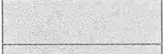









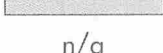
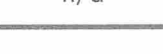
RISK PREVALENCE VS. TARGETS

High Cholesterol Acme Employees Verses U.S. Prevalence and Healthy People 2010 Goal






This report compares company prevalence with the norm and CDC goals.

RISK PROFILE EXECUTIVE SUMMARY

RISK FACTOR	ACME	BENCHMARK	STATUS
High Blood Pressure	21%	31%	
Tobacco Use	13%	21%	
Alcohol Abuse	4%	7%	
High Cholesterol	22%	17%	
High Blood Sugar/Pre-Diabetes	5%	7%	
Obesity	36%	31%	
Physical Inactivity	24%	22%	
High Stress	17%	26%	
Job Dissatisfaction	3%	50%	
Life Dissatisfaction	3%	42%	
Work-Loss Days	9%	20%	
Inadequate Sleep	44%	33%	
Perception of Health	1%	10%	
Health Care Flags	12%	n/a	n/a

This report provides an executive summary of the companies risk profile.

Status Key

-  Highest Concern
-  Medium Concern
-  Least Concern

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CHANGE IN PREVALENCE RATES

SCREENING PERIOD 1 (OCTOBER 2009–APRIL 2010)			
	Obesity BMI>30	Hypertension High BP 140/90	Cholesterol TC>200
Matched Cohort	372	384	381
Employees No.	132	103	159
Employees %	35%	27%	42%
SCREENING PERIOD 1 (JANUARY 2009–MARCH 2010)			
	Obesity BMI>30	Hypertension High BP 140/90	Cholesterol TC>200
Matched Cohort	372	384	381
Employees No.	115	97	99
Employees %	31%	25%	26%
REDUCTION FROM BASELINE			
	Obesity BMI>30	Hypertension High BP 140/90	Cholesterol TC>200
Matched Cohort	372	384	381
Employees No.	17	6	60
Employees %	5%	2%	16%

PROGRESS TOWARD BIOMETRIC GOALS

Customer: ABC

Location: All

Members: Employees Only

Cut-off Date 1: 12/31/2009

Cut-off Date 2: 5/15/2010

Biometric Category	Initial Patients Outside of Normal Range	Patients Who Made Progress Toward Normal Range	Percent of Patients Who Made Progress Toward Normal Range
Body Mass Index	466	130	27.90%
Systolic Blood Pressure	333	132	39.64%
Diastolic Blood Pressure	229	90	39.30%
Glucose	126	40	31.75%
Total Cholesterol	217	100	46.08%
LDL Cholesterol	223	99	44.39%
HDL Cholesterol	307	122	39.74%

CLINIC ACTIVITY REPORT FOR JUNE 2010

The tables in this report summarize the clinic activity for June 2009 at the ACME Clinics. The report includes the following:

- Clinic activity by type of visit (CPT-4 codes) and the value of savings from the redirected care
- Projected vs. actual encounters
- Encounters/ month trended over time
- Reasons for visits (ICD-9 codes)
- Prescriptions written

Table 1: Patient Encounters and Savings from Redirected Care

CPT4 Code	Description	Encounters	Fee Equivalent	Total Savings
99214	Office Visit, Est. – L4 (25 min)	60	\$89.31	\$5,358.60
99213	Office Visit, Est. – L3 (15 min)	34	\$58.98	\$2,005.32
99412	Preventive Med Group Counseling (60 min)	34	\$16.83	\$572.22
99402	Preventive Med Counseling – L2 (30 min)	26	\$63.01	\$1,638.26
87430	Rapid Strep	16	\$5.00	\$80.00
99211	Office Visit, Est. – L1 (5 min)	16	\$19.94	\$319.04
99203	Office Visit, New – L3 (30 min)	10	\$90.32	\$903.20
82947	Glucose	6	\$15.00	\$90.00
36416	Fingerstick (Capillary Blood Collection)	5	\$15.00	\$75.00
99371	Telephone call – L1	5	\$19.00	\$95.00
99202	Office Visit, New – L2 (20 min)	5	\$61.20	\$306.00
99403	Preventive Med Counseling – L3 (45 min)	4	\$86.86	\$347.44
99212	Office Visit, Est. – L2 (10 min)	4	\$36.21	\$144.84
83721	LDL Cholesterol	4	\$15.00	\$60.00
80061	Cholesterol(s)	4	\$20.00	\$80.00
81002	Urinalysis, Dipstick	3	\$5.00	\$15.00
99215	Office Visit, Est. – L5 (40 min)	3	\$120.53	\$361.59
99404	Preventive Med Counseling – L4 (60 min)	3	\$111.69	\$335.07
99372	Telephone call – L2	2	\$30.00	\$60.00
99401	Preventive Med Counseling – L1 (15 min)	1	\$37.80	\$37.80
*Fingerstick encounters are excluded from total encounter count.		207		\$12,884.38

Table 2: Projected Vs. Actual Encounters

	Projected	Actual
Days Available	21	21
Encounters	200	207
Population	1367	1367
Rate (PP/Yr)	1.76	1.82
Per Day	9.55	9.86

CLINIC ACTIVITY REPORT FOR JUNE 2010 (CONTINUED)

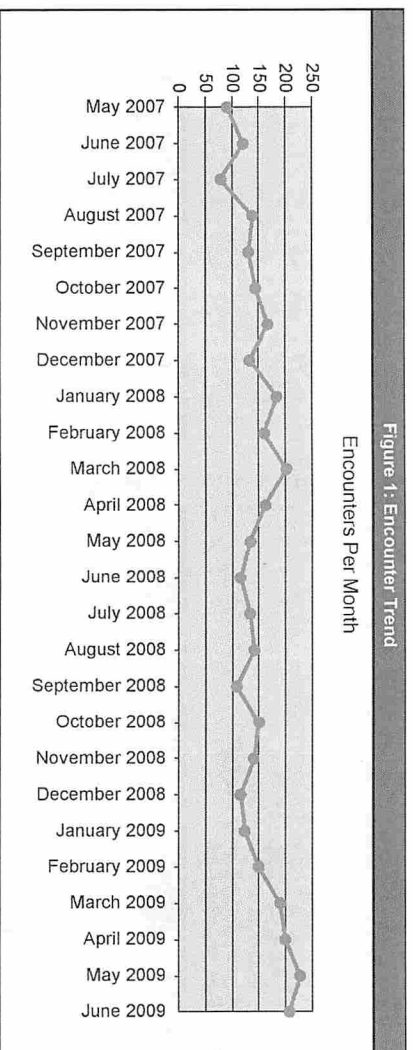


Table 3: Patient Diagnoses		
ICD9 Code	Description	Total
V65.3	Diet and exercise counseling	55
461.9	Sinusitis, acute	15
462	Pharyngitis, acute	14
401.9	Hypertension	14
465.9	Upper respiratory infections	12
V58.3	Wound check or dressing change	9
766.2	Elevated blood pressure without hypertension	9
278.02	Overweight	8
786.2	Cough	7
466.0	Bronchitis, acute	7
372.0	Conjunctivitis, acute	6
V65.3	Dietary surveillance & counseling	5
	No Condition Applies	5
599.0	Urinary tract infection	5
782.1	Rash, skin	4
054.9	Herpes simplex	4
380.4	Cerumen impaction	4
272.4	Cholesterol or triglycerides elevated	3
477.9	Allergic rhinitis	3
493.90	Asthma	3
790.21	Glucose, fasting, impaired	3
346.90	Migraines	3
724.3	Sciatica	3
309	Stress	3
463	Tonsillitis	3
V65.42	Smoking cessation counseling	2
272.4	Hyperlipidemia	2

CLINIC ACTIVITY REPORT FOR JUNE 2010 (CONTINUED)

Table 3: Patient Diagnoses		
ICD9 Code	Description	Total
723.1	Neck Pain	2
842	Hand sprain	2
682.9	Cellulitis, unspecified	2
V65.40	Counseling NOS	2
704.8	Folliculitis	2
89.7	General physical examination	2
790.29	Glucose, elevated	1
692.9	Dermatitis, eczema	1
562.10	Diverticulosis	1
724.2	Back pain, lower	1
372.30	Conjunctivitis	1
924.10	Contusion of lower leg	1
784.0	Headache	1
272.0	Hypercholesterolemia	1
214	Lipoma	1
V22	Normal pregnancy	1
782.0	Numbness	1
278.0	Obesity	1
873.43	Open wound of lip, uncomplicated	1
893.0	Open wound of toe(s), without mention of complication	1
388.70	Otalgia	1
374.84	Other disorders of eyelids; other disorders of eyelid; cysts of eyelid	1
382.9	Otitis media / ear infection	1
473	Sinusitis, persistent	1
709.9	Skin lesion	1
719.41	Shoulder pain	1
848.9	Unspecified site of sprain and strain	1
784.1	Throat pain	1
305.1	Tobacco use	1

Table 4: Prescriptions			
Date	Medication	Dosage	Condition
6/26/2006	Azithromycin	250 mg	Sinusitis, acute
6/26/2006	Cephalexin	250 mg	Cellulitis, unspecified
6/26/2006	Tobramycin ophthalmic solution		Conjunctivitis, acute
6/1/2009	Amoxicillin	500 mg	Otalgia
6/1/2009	Amoxicillin	500 mg	Bronchitis, acute
6/2/2009	Cephalexin	250 mg	Cellulitis, unspecified
6/2/2009	Tobramycin ophthalmic solution		Conjunctivitis, acute
6/2/2009	Nitrofurantoin	100 mg	UTI
6/2/2009	Flovent HFA with spacer	110mcg/act	Asthma

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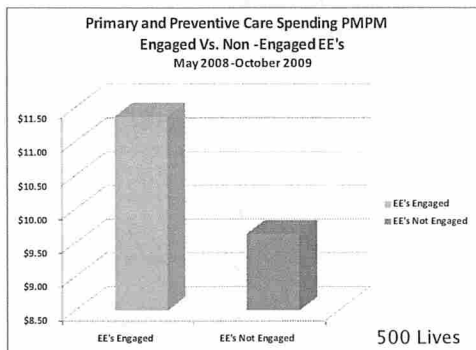
CLINIC ACTIVITY REPORT FOR JUNE 2010 (CONTINUED)

Table 4: Prescriptions			
Date	Medication	Dosage	Condition
6/3/2009	Azithromycin	250 mg	Tonsillitis
6/3/2009	Amoxicillin/Clavulanate	400 mg	Cellulitis, unspecified
6/4/2009	Cephalexin	250 mg	Folliculitis
6/4/2009	Triamcinolone acetonide cream		Folliculitis
6/4/2009	Cortisporin Otic Solution	10 ml	Cerumen impaction
6/5/2009	Azithromycin	250 mg	Upper respiratory infection
6/8/2009	Fluticasone nasal spray	50mcg/spray	Allergic rhinitis
6/8/2009	Triamcinolone acetonide cream		Rash, skin
6/9/2009	Azithromycin	250 mg	Bronchitis, acute
6/9/2009	Advair	250/50	Asthma
6/9/2009	Albuterol HFA Inhaler		Asthma
6/9/2009	Amoxicillin	500 mg	Bronchitis, acute
6/12/2009	Chantix (starter)		Tobacco Use
6/15/2009	Amoxicillin	500 mg	bronchitis, acute
6/15/2009	Keflex	500 mg	Wound check or dressing change
6/16/2009	Azithromycin	250 mg	Sinusitis, acute
6/16/2009	Amoxicillin	500 mg	Pharyngitis, acute
6/16/2009	Amoxicillin	500 mg	Pharyngitis, acute
6/16/2009	Amoxicillin	500 mg	Sinusitis, acute
6/16/2009	Amoxicillin	500 mg	Sinusitis, acute
6/16/2009	Fluticasone nasal spray	50mcg/spray	Sinusitis, acute
6/17/2009	Acyclovir	400 mg	Herpes simplex
6/18/2009	Azithromycin	250 mg	Pharyngitis
6/18/2009	Nitrofurantoin	100 mg	UTI
6/18/2009	Amoxicillin	500 mg	Sinusitis, acute
6/18/2009	Amoxicillin	500 mg	Otitis media, ear infection
6/22/2009	Amoxicillin	875 mg	Sinusitis, acute
6/22/2009	Amoxicillin	875 mg	Sinusitis, acute
6/23/2009	Albuterol HFA c spacer		Cough
6/25/2009	Allegra	180 mg	Allergic rhinitis
6/25/2009	Nitrofurantoin	100 mg	UTI
6/25/2009	Diflucan	150 mg	UTI
6/25/2009	Tobramycin ophthalmic solution		Conjunctivitis, acute
6/29/2009	Macrobid	100 mg	UTI
6/29/2009	Fluocinidide ointment		Dermatitis, eczema
6/30/2009	Amoxicillin susp	400 mg/5 cc	Sinusitis, acute
6/30/2009	Valtrex	1 gm	Herpes simplex

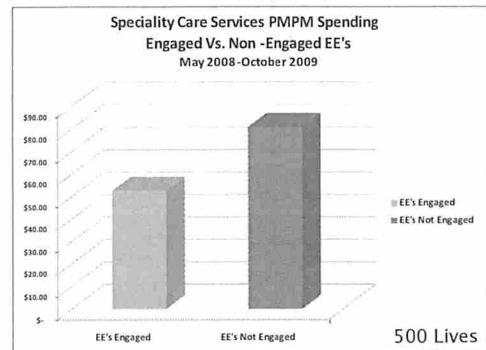
IMPACT ON PAID CLAIMS: TOTAL SPEND

Small Client

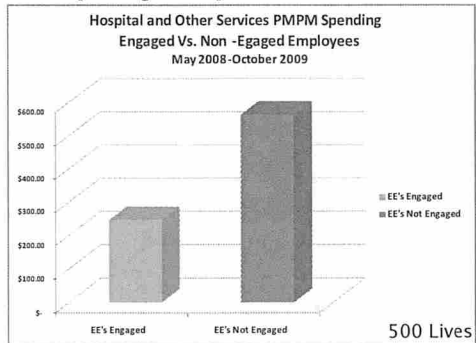
Higher spending on primary and preventive care...



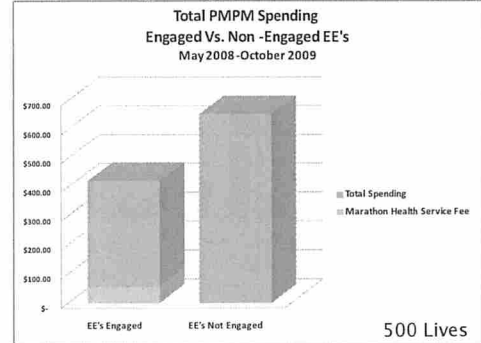
Lower spending on specialty care...



Lower spending on hospital and other care...



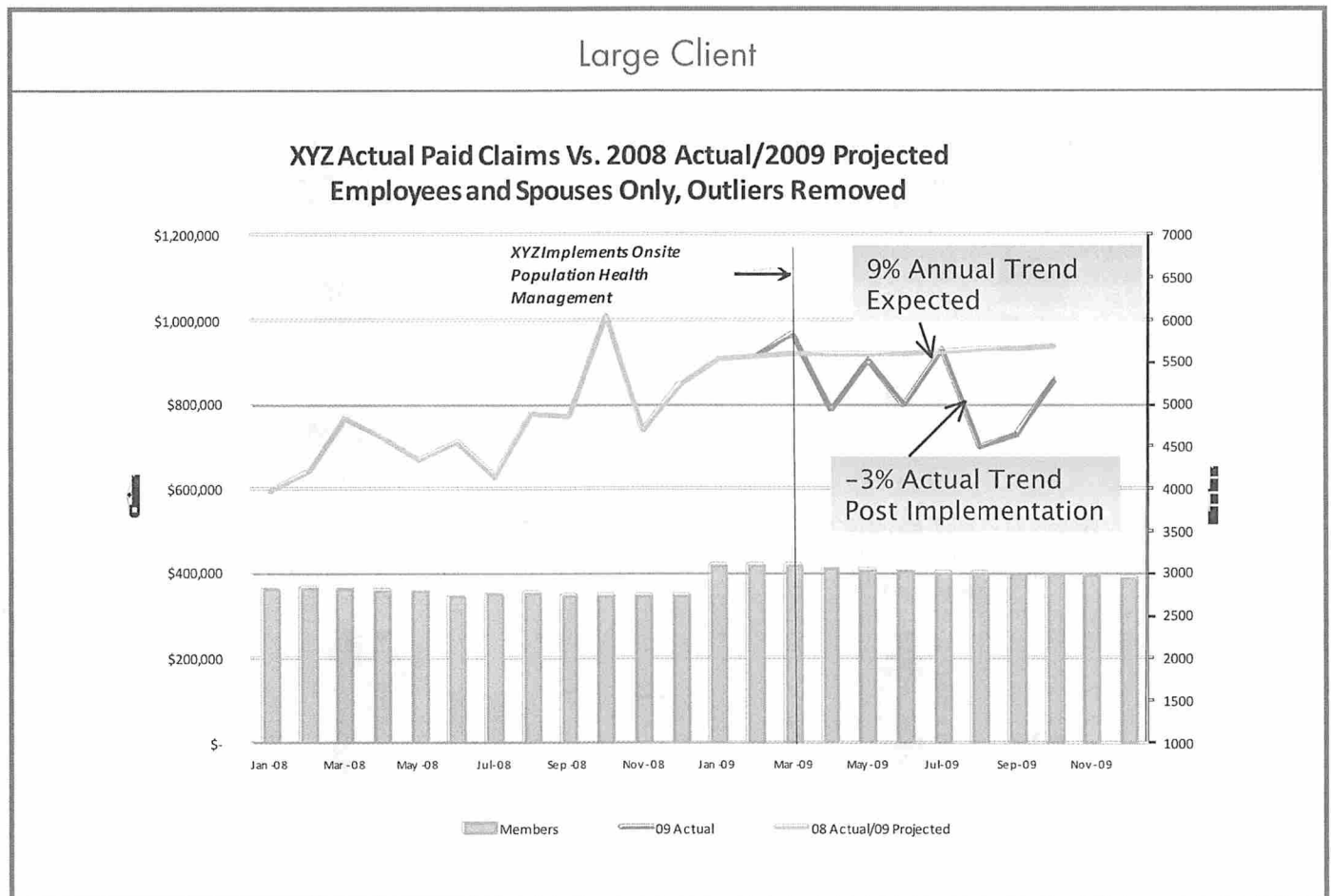
Lower total spending overall...



This graph shows changes to paid claims: total spend.

*Requires claims data from carrier.

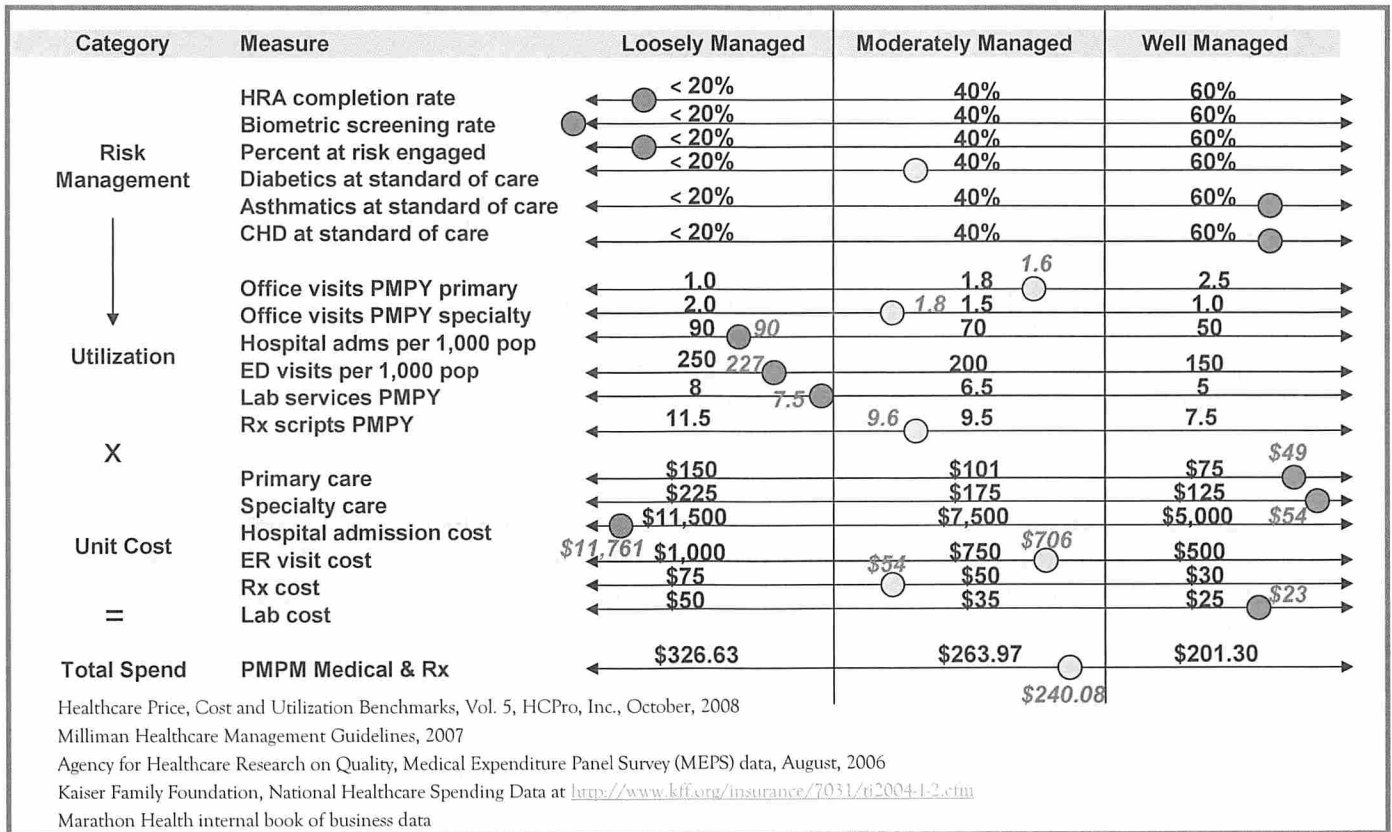
IMPACT ON PAID CLAIMS: TOTAL SPEND (CONTINUED)



This graph shows changes to paid claims: total spend.

*Requires claims data from carrier.

SYSTEM PERFORMANCE MEASURES



Total system performance key metrics.

*Requires claims data from carrier.

Quality Assurance Outline

Clinical Advisory Board: All clinical protocols, practices and processes are reviewed and updated by our clinical advisory board that is comprised of top medical experts in the field of onsite health. The members of this board include experts in quality assurance, motivational interviewing, Problem-Knowledge Couplers, behavioral change, nutrition, exercise, and primary care.

These board members include:

Barbara Swan, NP-C, Chief Clinical Officer, Marathon Health
Beverly Raymond, MSN, NP, Director of Clinical Services, Marathon Health
Charles MacLean, MD, Given Health Care, Burlington VT
Chris Stuart, MD, Northwest Family Physicians, Rogers MN
Dean Lea, PharmD, Director of Organizational Development, Marathon Health
Jean Harvey-Berino, PhD, RD University of Vermont
Jerry Ford, Chief Executive Officer, Marathon Health
Richard Pinckney, MD, Given Health Care, Burlington VT

Ongoing Credentialing: Annually, Marathon Health verifies that each clinician has a current license to practice in the state in which they are providing services and that they have maintained their national certification status (if applicable). The Director of Nurse Education and Recruitment is responsible for the maintenance of these records. The individual in this role also annually confirms that any legally required annual training has been met by each individual clinician. Specific actions include:

- Annually all clinical employees receive mandatory training around OSHA (blood borne pathogens) and HIPAA.
- Annual verification of professional license and certification status – confirmed with the designated medical/nursing boards.
- State rules and regulations for credentialing and licensing are identified and followed for each state in which we operate, most particularly in the state where the onsite health center is located for the client.
- An on-site personal evaluation of clinicians is performed onsite at least once annually.

Clinical Best Practices: Marathon Health employs a variety of tactics to ensure our clinicians have the latest medical knowledge available to them at the point of care.

Clinical Guidelines and Decision Support: All our clinicians have access to and make use of an online decision support tool called Problem Knowledge Couplers. This innovative tool, encompassing a 20+ year historical medical database, is continually updated and managed by a staff of 30 full-time medical researchers including physicians who review the latest medical literature to provide the most up- to-date medical information on an expanding list of conditions; currently comprised of 130 medical conditions. We use these tools to gather health information and develop solutions for our program participants. The Marathon Health clinician selects the

Coupler that addresses the health concern at hand and has the employee answer a series of questions online. Based on the participant's answers, the Coupler will electronically locate the medical information that is most pertinent to his or her unique situation and identify all possible treatment options. The dedicated research team makes updates to the database and releases a revised version for each condition every six months. All content is evidence-based and the review process includes board certified physicians. This Problem-Knowledge Coupler technology is deployed by the Department of Defense for our nation's 9+million armed services personnel and their family members as their core engine in determining evidence-based medical guidelines.

Clinical Reference Material: Our primary care providers receive an online subscription to UpToDate. UpToDate is a comprehensive evidence-based clinical information resource available to clinicians on the Web, desktop, and PDA. UpToDate is designed to get clinicians the concise, practical answers they need when they need them the most - at the point-of-care – specific to their specialty. Topics are written exclusively for UpToDate by clinicians for clinicians - more than 3,600 clinicians serve as authors. The content is comprehensive yet concise and it's fully referenced. It goes through an extensive peer review process to ensure that the information and recommendations accessed are accurate and reliable. UpToDate also offers AMA PRA Category 1 Continuing Medical Education (CME) Credit™, AAFP Prescribed credit, AAP credit, AOA credit, AAPA equivalent credit, and AANP contact hours while clinicians work. The credits can be automatically tracked both on their desktop and in their online versions.

Training Manuals: Comprehensive training manuals and documentation exists for the Marathon Health Clinicians for each of the following:

- Disease Management Protocols and Clinical Guidelines
- Life Style Risk Reduction Protocols and Clinical Guidelines
- Electronic Health Portal
- Policies and Procedures
- OSHA Guidelines

Weekly Clinical Meetings: All the Marathon Health Clinicians meet weekly via audioconference, which is organized by the Chief Nursing Officer, to review clinical workflows, case studies, guidelines and policies, and address questions and concerns.

Annual Review of National Clinical Guidelines: The clinical management team at Marathon Health annually reviews national clinical guideline documents for each of our core programs and adjusts program protocols accordingly.

National Certification and Continuing Education: Our clinicians are provided with an annual allowance and paid time off to meet their national certification continuing education requirements.

Quality Review Process:

Chart Audits – Each month the Medical Director assigned to each mid level provider reviews 10% of that provider's progress notes. The Medical Director (who will be a locally contracted

physician from your community) utilizes an evaluation tool that was created specifically to assure that the chart audit is comprehensive and includes all of the components of evaluation that are deemed important.

Onsite evaluation – Clinicians are evaluated onsite minimally annually. Typically this onsite evaluation occurs every 6 months.

Audio tape evaluation – Every year, the clinicians submit a tape recorded coaching session that is then reviewed by trainers at the corporate office. (Coaching sessions are not recorded without first obtaining consent from the employee who is participating in the coaching session.) The trainer who evaluates the sessions provides feedback to the clinician regarding their motivational interviewing and coaching skills and offers suggestions for improvement. Marathon Health is in the process for NCQA Certification of the following Disease Management Programs, which include Diabetes, Asthma, Hypertension, Chronic Obstructive Pulmonary Disease, Congestive Heart Failure and Coronary Artery Disease. Importantly, because of the Problem Knowledge Coupler capability, our software automatically provides our clinicians with the latest, up-to-date clinical literature relating to the specific participants condition.

In addition to the above evaluations, the Marathon Health Quality Assurance Committee annually selects two quality measures for each of our disease management programs as well as two overall performance measures to evaluate. The clinical team also annually determines performance improvement objectives and identifies and implements interventions to improve selected measures. As an example, this year for our Diabetes Disease Management Program we have selected two measures:

1. Percentage of identified diabetics within a clinic population who have completed a Diabetic Coupler Questionnaire.
2. Percentage of identified diabetics who have a documented Hemoglobin A1C.

Marathon Health follows the safety guidelines as outlined in the fourth addition of Uphold and Grahams *Clinical Guidelines in Family Practice*.

EXHIBIT B
CITY OF FORT LAUDERDALE
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.02 SPECIAL CONDITIONS: Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

3.01 SUBMISSION AND RECEIPT OF BIDS: To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 02/23/2017

② Agreements
② Business Assoc Agr
④ ✓ 3/8/17

DOCUMENT TITLE: MARATHON HEALTH, LLC – AGREEMENT FOR EMPLOYEE HEALTH CENTER ADMINISTRATION (2 AGREEMENTS) AND BUSINESS ASSOCIATE AGREEMENT (2 AGREEMENTS)

COMM. MTG. DATE: 02/21/2017 **CAM #:** 17-0241 **ITEM #:** CR-7 **CAM attached:** ☒ YES ☐ NO

Routing Origin: CAO **Router Name/Ext:** J. Larregui/5106 **Action Summary attached:** ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: Procurement Router Name/Ext: L. Blanco/5141 # of originals routed: 4 Date to CAO: 2/22/2017

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 4

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/2/17

Paul G. Bangel
Attorney's Name

PGB/JL
Initials

3) City Clerk's Office: # of originals: 4 Routed to: Gina Ri/CMO/X5013 Date: 3/2/17

4) City Manager's Office: CMO LOG #: Mar 13 Document received from: CAO 3/2/17

Assigned to: ☒ L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
☐ L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 4 originals to ☒ Mayor ☐ CCO Date: 3/3/17

5) Mayor/CRA Chairman: Please sign as indicated. Forward 4 originals to CCO for attestation/City seal (as applicable) Date: 3/8/17

6) City Clerk's Office: Forwards 2 originals to: L. Blanco/Procurement/5141

Attach ___ certified Reso # 17-___ ☐ YES ☒ NO

Original Route form to CAO/J. Larregui

Rev. 12/22/16