MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-59

A RESOLUTION TO ENTER INTO A CARE CENTER SERVICES AGREEMENT BY AND BETWEEN ALTERNATIVE HEALTH SOLUTIONS, LLC AND MADISON COUNTY FISCAL COURT

WHEREAS, the Madison County Fiscal Court ("MCFC") has agreed to offer its employees professional health care and wellness services at Care Centers operated at one or more locations; and

WHEREAS, Alternative Health Solutions, LLC has agreed to employ professional health care providers properly licensed in the State of Kentucky to operate and administer shared healthcare centers (the "Care Center") operated from time to time in the States of Kentucky and Indiana for eligible employees, spouse, and dependents of MCFC; and

WHEREAS, MCFC has been pleased with the services offered by Alternative Health Solutions, LLC d/b/a BluMine Clinic and wishes to renew the Care Center Services Agreement, to become effective July 1, 2024; which is attached hereto this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Hughes, seconded by Combs.

Vote:	Yes	No
Judge Executive Reagan Taylor	✓	
Magistrate James Brian Combs	✓	
Magistrate Stephen Lochmueller	✓	
Magistrate Billy Ray Hughes	✓	
Magistrate Tom Botkin	✓	

Signed:

Reagan Taylor
Madison County Judge Executive

6-11-2024
Date

Attested:

Kenny Barger
Madison County Clerk

6-11-2024
Date

CARE CENTER SERVICES AGREEMENT

This **CARE CENTER SERVICES AGREEMENT** (the "**Agreement**"), is entered into on July 1, 2024 by and between **ALTERNATIVE HEALTH SOLUTIONS, LLC**, a Kentucky limited liability Company, with services as described herein delivered by Alternative Health Solutions , 2843 Brownsboro Road, Suite 201, Louisville, KY 40206 ("**Alternative Health Solutions**"), and **MADISON COUNTY FISCAL COURT, 135 W. IRVINE STREET, RICHMOND, KY 40475**(the "**Company**").

RECITALS

A. Company has decided to offer its employees professional health care and wellness services at Care Centers operated at one or more locations; and

B. Alternative Health Solutions has agreed to employ professional health care providers properly licensed in the Commonwealth of Kentucky and the State of Indiana to operate and administer shared healthcare centers (the "**Care Center**") operated from time to time in the Commonwealth of Kentucky and State of Indiana for eligible employees on the Company's Health Plan and their spouse and dependents (assessing, diagnosing, charting, planning, counseling, and providing patient care under the authority of a collaborating physician); and

C. Company has agreed to contract with Alternative Health Solutions to provide the clinical services and wellness programs as hereinafter described at the Care Center.

D. The Company understands that this contract does not constitute a Health Benefit Plan and will not meet any individual health benefit plan mandate that may be required by federal law.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Operation of Care Centers.** Alternative Health Solutions shall be solely responsible for the organization, operation, management and administration of the Care Center, and Company shall have no role whatsoever in the organization, operation, management, or administration of the Care Center. Alternative Health Solutions shall provide the clinical and administrative staff with relevant documentation and paperwork, and all supplies necessary for the Care Center to meet the requirements of all Federal, State, and local laws, rules, and regulations.

2. The scope of contracted services (the "**Services**") to be provided at the Care Center is described in **Exhibit A**, attached hereto as a part hereof. Additional Services available outside the monthly fee are billed at rates described in **Exhibit B**. AThis Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and all prior agreements, understandings, or representations with respect to its

subject matter are hereby terminated and cancelled in their entirely and are of no further force or effect.

3. **Care Center Facilities.** Alternative Health Solutions shall be responsible for providing the Care Center location and construction of the Care Center facilities as listed in the Recitals. Company shall have the right to utilize any shared site Alternative Health Solutions Care Center that Alternative Health Solutions operates from time to time in the Commonwealth of Kentucky and State of Indiana. Days and times of operation may vary by Care Center location.

4. **Employees of Alternative Health Solutions.** Alternative Health Solutions shall staff the Care Center with one or more Nurse Practitioners and such additional employees as necessary to adequately provide the Services (the "**Health Care Providers**"). Alternative Health Solutions shall select, in its sole discretion, the individuals to be employed at the Care Center; provided, however that Alternative Health Solutions shall ensure that such individuals are duly qualified to fulfill their roles in accordance with Federal, State, and local laws, rules and regulations and Alternative Health Solutions policies and procedures. The Company shall have no role in the selection, employment, or supervision of the Health Care Providers.

5. **Care Center Schedule.** Alternative Health Solutions shall operate the Care Center on the dates and at the times set forth on **Exhibit A**, and at such other times as Alternative Health Solutions may determine appropriate and necessary.

6. **Payment.** The Company shall pay Alternative Health Solutions monthly, in advance, a minimum fee for the Services set forth on **Exhibit A** as set out below. The monthly fee schedule is based on a minimum of **(180) eligible employees.**

    1. Year One – Company agrees to pay Alternative Health Solutions **Sixty-one Dollars and Eighty-four cents** ($61.84) per month per eligible employee.
    2. Year Two- Company agrees to pay Alternative Health Solutions **Sixty Dollars and** ($60.00) per month per eligible employee plus **five** percent (5%) of redirected claims. Company may pay the five percent (5%) in a lump sum in July 2025 or by default the 5% redirected claims will be added to the year two PEPM.

        a. Redirected claims are defined as services provided in the clinic and the dollar value associated with ICD and CPT codes not billed to the employer health plan. These values will be reported to the client on a quarterly basis and 5% of the total will be calculated at the end of year one of the contract.

The Company will receive an invoice for services provided by Alternative Health Solutions by the first of each month and the Company agrees to remit payment to Alternative Health Solutions for services by the 15th of each month. If the monthly fee is not paid by the last day of the month, a 1.5 % fee will be added to the total due. All payments shall be sent to Alternative Health Solutions at the address set forth above. However, if the Company agrees to provide written authorization for Alternative Health Solutions to receive automated payments through an ACH bank account, such monthly payment will not be due until the 25th of the month. If the Company provides ACH authorization, the Company

agrees to notify Alternative Health Solutions in writing of any changes to their account

information or termination of this authorization at least 15 days prior to the next billing date.

Additional services requested by the Company, as described in **Exhibit B,** will be billed to the Company monthly with the same payment terms as above. Labs which cannot be performed in-house and sent outside of clinic are not covered in the monthly management fee and will be billed to patient's insurance.

7. **Term and Termination.** This Agreement shall be effective on July 1, 2024 (the "**Effective Date**") and the term shall extend for a term of two (2) **year(s)** (the "**Term**"). The Agreement may be extended by agreement of the parties thereafter. Upon expiration of the term or termination of the Agreement, the Company agrees that for a period of one (1) year thereafter, the Health Care Providers will not be allowed to work for the Company or for any other person or entity providing health care services in an exclusive onsite or shared-site clinic serving the eligible employees and family members of the Company without the express written consent of Alternative Health Solutions. The Company acknowledges that the Health Care Providers and staff of Alternative Health Solutions will receive detailed training, education, and information that is the intellectual property of Alternative Health Solutions and continued employment of such Health Care Providers by another person or entity may constitute unlawful use of such intellectual property rights.

8. **Compliance with Laws.** Alternative Health Solutions is responsible for and shall ensure that the Care Center is organized, operated, managed, administered and staffed in compliance with any and all applicable standards set forth by State or Federal law or ordinance as well as all applicable standards established under the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting or advisory body having authority to set standards for the administration of vaccines, including, without limitation, guidance released by the Centers for Disease Control.

9. **Documentation and Records.** The Company agrees to provide Alternative Health Solutions with an initial Census of eligible employees that will be provided no later than seven (7) business days prior to the start of services.

The initial Census shall be in excel format and include the following:

- Full legal name (first, middle initial, last) and date of birth of all eligible employees and their spouse/dependents. For spouse/dependents, must include relationship to eligible employee.

Thereafter, on a monthly basis Company shall provide a new census in excel format with three tabs:

- Full legal name (first, middle initial, last) and date of birth of all eligible employees and their spouse/dependents. For spouse/dependents, must include relationship to eligible employee.

- List of added new hires and/or added spouses/dependents with full legal name and date

of birth.

- List of terminated employees and/or spouses/dependents which are no longer eligible with full legal name and date of birth.

The new monthly census is due to Alternative Health Solutions no later than the 20th of each month. Eligible new hires and spouses/dependents should be for the upcoming month only, not future months. Each new eligible employee, their spouse/dependents, will be eligible to visit our primary care center beginning on the first business day of the next month following notification on the 20th. Alternative Health Solutions will provide Company, upon signing of this Agreement, Implementation Packets for dissemination to its eligible employees.

Eligible Employees who include legal dependents other than natural children/stepchildren (example: grandchild, foster child) will be required to provide Guardianship Papers in order for that child to be seen.

Alternative Health Solutions will be responsible for providing patients receiving services at the Care Centers with any and all notices, consent forms, releases or other documentation relevant to administration of Services. Alternative Health Solutions is also responsible for compliance with all relevant reporting and record-keeping requirements under Federal, State or local laws, rules and regulations. Alternative Health Solutions shall train Health Care Providers with respect to the completion of such documentation and records. Alternative Health Solutions shall ensure that the Health Care Providers complete or obtain such documentation and records as necessary and appropriate. In performing the Services, Alternative Health Solutions may learn or be provided with information regarding Company employees. All such information shall be held in strict confidence. Alternative Health Solutions shall not share or divulge to any other parties (other than its employees involved in providing the Services) the name, any personal information or any confidential information without the consent of the employee providing such information, unless Alternative Health Solutions is required to do so by laws, rules or regulations of an applicable governmental entity.

10. **Semi-Annual**. Alternative Health Solutions will supply online technology-based reporting to the Company in conjunction with semi-annual review meetings. Reports will include Company's health and wellness clinic utilization, identified population health management metrics, health risk assessment metrics and health plan statistics involving clinic utilization. Additional reporting requests and construction fees will be waived.

11. **Marketing and Healthcare Related Materials.** Alternative Health Solutions will be responsible for the design and layout of health care related materials consisting of posters, mail-outs, and flyers. Any such health care materials will be submitted to the Company for review prior to dissemination to their employees.

12. **Health Savings Account.** The Company understands and agrees that applicable law requires that for employees of Company who maintain a Health Savings Account ("HSA"), Alternative Health Solutions may provide Services to such employees, free of charge (to that employee (and family members), only with respect to the type of services described

on Exhibit C attached hereto and made a part hereof (the "HSA Permitted Free Services"); if Alternative Health Solutions provides services to any of Company's employees (or their family members) who maintain an HSA, other than the HSA Permitted Free Services, Alternative Health Solutions must charge a fee for such other services to such employee (or their family members) based upon the "fair market value," as prescribed by the Federal government, for such other services in the Kentucky (as applicable) areas. The Company will promptly, and from time to time, provide a list to Alternative Health Solutions in digital form of all its employees at each of its locations who participate through an HSA. From time to time, Company will provide such additional data as Alternative Health Solutions may require with respect to those of its employees who maintain an HSA. Payment for non-preventative/wellness visits can be made by the employee by HSA/credit/debit card only at the time of such service.

13. Company Responsibilities

- It is highly recommended that all levels of Company management (including managers and supervisors) embrace and support Alternative Health Solutions Primary Care Centers and wellness programs including personal usage of the Care Center.
- Company encourages that all eligible employees attend at least one (1) introductory education session facilitated by an Alternative Health Solutions representative detailing the program.
- The Company will embrace and support the Alternative Health Solutions Primary Care Medical Staff when discussing the Center and Wellness program with employees.
- The Company agrees to provide Alternative Health Solutions with detailed medical and prescription drug claims on an ongoing monthly basis. The claims information and demographic data will be provided in an .XLS or .CSV format and content suitable to Alternative Health Solutions.
- Alternative Health Solutions requires a signed HIPAA Agreement with the Company. (**Exhibit D**)

14. Indemnification. The Company agrees to indemnify, hold harmless, and defend Alternative Health Solutions from and against any and all claims, suits, judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities of Company, its employees or agents described in this Agreement, where such claims, suits or judgments are related to the actual or alleged negligence, actions, or omissions of Company or its employees or agents. The Company agrees that the provisions of this section shall survive the termination of this Agreement.

Alternative Health Solutions agrees to indemnify, hold harmless, and defend Company from and against any and all claims, suits, judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities of Alternative Health Solutions or its employees or agents described in this Agreement, where such claims, suits or judgments are related to the actual or alleged negligence, actions, or omissions of Alternative Health Solutions or its employees or agents. Alternative Health Solutions agrees that the provisions of this section shall survive the termination of this Agreement.

15. **Insurance of Health Care Providers**. Alternative Health Solutions shall maintain for itself medical professional liability insurance and shall ensure that Alternative Health Solutions' policy covers each Health Care Provider rendering Services at the Care Center. Coverage shall be in an amount not less than $1,000,000 per claim.

16. **Events of Default**. The occurrence of any one or more of the following events constitutes an "event of default" under this Agreement:

- if either party fails to perform its duties in good-faith or in compliance with the applicable laws; or
- if either party fails to comply with the terms of this Agreement and such failure continues for more than ten (10) days after receipt of written notice from the non-defaulting party; except such ten (10) day cure period will be extended as reasonably necessary to permit the defaulting party to complete cure so long as the defaulting party commences cure within such ten (10) day cure period and thereafter continuously and diligently pursues and completes such cure.

17. **Remedies**. If an event of default occurs which is not cured during any applicable cure period, the non-breaching party may terminate this Agreement and pursue all remedies available to the non-breaching party at law or in equity.

18. **Notices**. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the address shown herein or to such other address as any party may have furnished to the other in writing. Any such notice may be hand delivered or sent by dependable overnight courier, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of hand delivery, one (1) business day following deposit with a reliable overnight courier, or three (3) business days following deposit in the United States mail addressed as required above.

19. **Relationship of the Parties**. In no case shall the parties be deemed a partnership or a joint venture. The Company is not a health care provider, nor is it qualified to render health care to its employees. Therefore, to make these services available to its employees, Company is contracting with Alternative Health Solutions as an independent contractor for the sole purpose of setting forth the terms by which Alternative Health Solutions will provide the Services described herein.

20. **HIPAA Confidentiality.** Alternative Health Solutions agrees to maintain patient confidentiality as required by federal and state law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (**"HIPAA"**). Alternative Health Solutions agrees to comply with the provisions of HIPAA, including, but not limited to, the requirements to provide individuals with a Notice of Privacy Practices, and to enter agreements relating to use and disclosure of protected health information with any "business associate" of Alternative Health Solutions (as defined in HIPAA). Alternative Health Solutions acknowledges that certain material, which will come into its possession

or knowledge in connection with this Agreement, may include confidential patient information, disclosure of which to third parties may violate HIPAA and may be damaging to the individual to whom the information relates and/or Company. Alternative Health Solutions agrees to hold all such material in confidence, to use it only in connection with performance under this Agreement and to release it only to those persons requiring access thereto for such performance or as may be otherwise required by law. There will be a Business Associate Agreement **[Exhibit D]** provided by Alternative Health Solutions and put in place between Alternative Health Solutions and Company.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Agreement.

21. **Insurance**. During the Term and for two (2) years thereafter, Alternative Health Solutions shall maintain the following insurance coverage:

- Commercial General Liability – $1,000,000.00 per occurrence; $1,000,000.00 personal injury; $2,000,000.00 general aggregate. Such coverage shall include liability assumed by the contract.
- Worker's Compensation / Employer's Liability Insurance – Worker's compensation benefits for the Commonwealth of Kentucky; employer's liability limits of $1,000,000.00 per accident by bodily, injury by accident, $1,000,000.00 injury by disease per employee; $1,000,000.00 annual aggregate.
- Professional Liability Insurance – Professional liability insurance coverage in an amount not less than $1,000,000.00 per claim for up to three (3) occurrences covering the conduct of its agent.
- Data Privacy and Protection Insurance – $1,000,00.00 per occurrence.
- Umbrella Liability Insurance -- $2,000,00.00 combined for any once occurrence in excess of the above Commercial General Liability policy.

The Commercial General Liability and Professional Liability policies shall name the Company as an additional insured. Alternative Health Solutions shall provide the Company with a Certificate of Insurance displaying the above coverages.

22. **Approvals**. This Agreement shall be expressly subject to Alternative Health Solutions obtaining all necessary and required licenses, approvals and/or permits (collectively, the "Approvals"), if any, from any regulatory body that may have authority over the parties. Alternative Health Solutions will obtain all of such Approvals at its sole costs and expense. If Alternative Health Solutions shall fail to do so, then Company shall have the right to terminate this Agreement, owing no further obligations to Alternative Health Solutions.

23. **Counterparts.** This Agreement may be executed in counterparts, and any number of counterparts signed in the aggregate by the parties will constitute a single, original instrument.

24. **Miscellaneous**. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. Any modification of the terms of this Agreement shall not be effective unless in writing signed by authorized representatives of both parties. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Neither the failure of the parties to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement or to exercise a remedy consequent upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. Neither party shall assign or transfer, in whole or in part, this Agreement or any rights, duties or obligations under this Agreement without the prior written consent of other party, and any assignment or transfer by a party without such consent shall be null and void, except that Alternative Health Solutions may transfer its obligations to an affiliate thereof, to an entity owned or controlled by Alternative Health Solutions or to an entity that owns or controls Alternative Health Solutions provided that Alternative Health Solutions gives Company thirty (30) days prior notice of any such assignment or transfer. Further, if any such assignment or transfer would involve a change in location of the premises at which the Services hereunder are to be performed, such assignment or transfer is subject to Company consent.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ALTERNATIVE HEALTH SOLUTIONS, LCC

By: _____

Printed: Michael Dees

Title: Pres/CEO

Date: 6/13/2024 @ 10:21am

MADISON COUNTY FISCAL COURT

By: _____

Printed: REAGAN TAYLOR

Title: JUDGE EXECUTIVE

Date: 6/11/2024

EXHIBIT A

CONTRACTED SERVICES

Primary Care/Wellness Services:

Primary Care as defined by the American Academy of Family Physicians: "A primary care practice serves as the patient's first point of entry into the health care system and as the continuing focal point for all needed health care services. Primary care practices provide health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses."

Pediatric Policy - care provided to children 2 up to 26 is intended to supplement care provided by the child's regular pediatrician visits. The medical staff at Alternative Health Solutions Primary Care Centers are considered general practitioners. Eligible children ages 2 to 26 can be seen in our Care Centers however since our practice is not staffed with pediatric nurse practitioners, our medical staff, at their sole discretion, will determine the level of treatment provided on a case-by-case basis. If necessary, the child will receive a referral from our medical staff to the child's regular pediatrician or other appropriate specialist.

A Wellness Program includes Education, Counseling, Monitoring and Treatment of: Weight/BMI optimization; Smoking Cessation; Stress Reduction (referral to Psychiatrist, if necessary).

Appointments (Walk in Visits upon availability) for all Eligible Employees, their spouses and Eligible Dependents ages 2 to 26 years, if still considered a legal dependent. We strongly encourage scheduling an appointment for the most-prompt service, especially first-time visits. Walk-in and new patient visits must be scheduled prior to one hour before the care center closes. Walk-ins are welcome and will be seen in between scheduled appointments. Emergencies are given priority status.

The services below are for Eligible Employees on census and eligible dependents. Non-Census employees can be seen for the rate stipulated by the Menu of Services in Exhibit B.

Annual On-site Biometric screenings for eligible employees. All Bio-Screens will include the following factors:

a) Height, Weight, and Body Mass Index (BMI)
b) Blood pressure
c) Blood sugar screening
d) Cholesterol screening

Alternative Health Solutions agrees to provide a total of **one (1)** onsite biometrics events every 12-months for Company. The Company understands that a minimum participation of twelve (12) employees per hour per tech are required for each onsite biometrics event. The Company agrees that on-site biometrics events will require an electronic sign-up via Sign-Up Genius. The number of attending technicians is based on the number of employees and the time period requested by

the Company. A minimum of 12 employees must be signed up 1 week prior to the event. If there are not 12 employees signed up at least 1 week prior to the biometrics event the event will be cancelled.

On the day of the event, should the headcount fall below the required participation amount provided by the Company during the time period requested, the Company agrees to pay **Sixty Dollars ($60.00)** per employee that does not meet the minimum. The Company understands, that if at any time, On-Site Health Solutions must travel for an on-site event, Company will be responsible for paying a passthrough cost of any incurred food, hotel, staffing, and mileage expenses per on-site event this expense should occur.

Licensed medical staff will conduct medical services. Alternative Health Solutions shall supply all Bio-Screen related equipment, supplies and educational materials. Once Alternative Health Solutions receives biometric screening results, Nurse Practitioner will review individual analysis and if necessary, will contact patient with results, schedule follow up appointments and physician referrals. All medical reports are confidential and will be maintained and controlled by Alternative Health Solutions staff in accordance with applicable laws.

- Chronic Disease Management – Diagnosis and initial treatment of Hypertension, Diabetes/Metabolic syndrome, and Cholesterol syndrome. Communicating with Primary Care Physician and other Specialists.
- Physicals: Annual Wellness, Sports, and School.
- Well Woman Exams that do not include outside lab results.
- Well Men Exams that do not include outside lab results.
- Asthma Breathing Treatments and/or Allergy Treatment (including allergy shots if serum is provided by patient)
    - Alternative Health Solutions will store and administer patient provided allergy serums. Alternative Health Solutions does not provide a prescription for our cost of allergy serums.
- EKGs w/Basic Interpretation
- Trivalent Influenza Vaccine serum will be ordered and overseen by Alternative Health Solutions. Influenza Vaccines: Due to limited amounts of influenza vaccines that are manufactured, Alternative Health Solutions cannot guarantee stock.
    - Alternative Health Solutions agrees to provide **one (1)** on-site flu clinic at Company's given location on a mutually agreed upon date. The Company agrees that the on-site flu clinic will require electronic sign-up 24 hours prior to the clinic. The duration of the flu clinic will be based on the number of employees signed up.
- Eye Care - Vision Acuity only (eye chart and color deficiency testing)
- Hearing Screening (Non-Occupational)
- Colon Cancer Screening – Fecal occult blood testing only
- Foot Health Care – Simple wound Care
- Minor Suturing and Splinting
- Skin Cancer (Screening only)

- Prescription Capabilities in Care Center by Nurse Practitioner (Non-Narcotic, Non-Psychotropic). Alternative Health Solutions does not prescribe controlled substances.
- Vendor Supplied Medications at no cost for initial maximum 30-day dose pack per diagnosis.
- Patient Referrals – Mammograms, local Specialties, and such.
- Labs which cannot be performed in-house and sent outside of clinic are not covered in the monthly management fee and will be billed to patient's insurance.

Occupational Health Services (Requires Alternative Health Solutions Screening Authorization Form Completed by Company and requires an additional fee as noted)

- **Work Related Injuries** –Treatment of minor work-related injuries for covered eligible employees (on census) that fall within Primary Care related service. Non-census employees will be billed on a monthly basis according to the current cost indicated on the Alternative Health Solutions Menu of Services. Treatment for work-related injuries that fall outside the scope of primary care shall be referred to an appropriate specialist. X-rays, if necessary, are not included. If requested, it is billed separately per Alternative Health Solutions Menu of Services
- **Non-DOT/DOT Alcohol -** Alcohol Saliva screening with DOT approved alcohol testing. The first **one hundred (100)** tests are included in the monthly management fee. Any additional tests will be billed on a monthly basis according to the current cost indicated on the Alternative Health Solutions Menu of Services.
- **Federal DOT Send-Out Drug Screenings** are billed to Company on a monthly basis per Alternative Health Solutions Menu of Services. Mandatory confirmation required on all inconclusive readings at an additional fee to Company at "cost" of screen.
- **Collection and Testing of Urine 9-panel Drug Screenings** (Non-DOT & DOT Approved) urine collection kit. The first **one hundred (100)** tests are included in the monthly management fee. Any additional Tests will be billed to the Company on a monthly basis per Alternative Health Solutions Menu of Services. Mandatory confirmation required on all inconclusive readings at an additional fee to Company at "cost" of screen.
- **Respirator Fit Testing (Qualitative)** – Includes FIT Test, medical screening with OSHA Questionnaire and Pulmonary Function Test w/ Spirometry. Testing will be billed on a monthly basis according to the current cost indicated on the Alternative Health Solutions Menu of Services. Chest X-rays are not included and if requested, it is billed separately per Alternative Health Solutions Menu of Services.
- **Pre-Employment Physical Testing** – Includes physical exam, visual acuity (qualitative) and audiometry pure tone air only. Tests will be billed on a monthly basis according to the current cost indicated on the Alternative Health Solutions Menu of Services.
- **DOT Physicals** – Includes exam, OSHA questionnaire, audiometry, and urinalysis. The first **fifteen (15)** physicals are included in the monthly management fee. Any additional DOT physicals will be billed on a monthly basis according to the current cost indicated on the Alternative Health Solutions Menu of Services.
- **X-Ray Send Outs** – provided through third party vendor and billed on a monthly basis according to the current cost indicated on the Alternative Health Solutions Menu of Services.

- **Fire Department Medical Physicals** – Includes physical exam, medical history including Cancer Risk Assessment, visual acuity (qualitative), spirometry, audiometry pure tone air only, urinalysis. The first **twenty-six (26)** are included in the monthly management fee. Any additional physicals will be billed to MCFC on a monthly basis per Alternative Health Solutions Menu of Services.
    - Chest x-ray, if requested, will be billed according to the attached Menu of Services.
    - Labs are billed separately according to Menu of Services attached and include CBC, CMP, Lipid panel, TSH, HgbA1C and PSA, if age 35 or older. Labs for firefighter physicals must be scheduled at the care center one week prior to physical. Labs are billed on a monthly basis according to the current cost indicated on the Menu of Services.
    - MCFC agrees that if Alternative Health Solutions performs labs for MCFC's employee and employee does not schedule and/or complete physical, MCFC agrees to pay for cost of labs as outlined in the Menu of Services.
- **Audiometry Pure Tone Air Only Test** – Testing will be billed on a monthly basis according to the current cost indicated on the Alternative Health Solutions Menu of Services.

ADDITIONAL INFORMATION

Alternative Health Solutions will provide the following Clinical hours, staff, and Clinical coverage:

- Care Center will be open 40 hours per week Monday through Friday and closed daily for lunch.
- PRN Physician/Medical Review Officer (MRO) for collaboration and chart reviewing

These times will exclude the following:

Wednesday noon through Friday for Thanksgiving week, Christmas Eve and Christmas Day, noon New Year's Eve through New Year's Day, Good Friday, Memorial Day, July 4th and Labor Day. If the holiday falls on a Saturday it will be observed the prior Friday and if it falls on a Sunday, it will be observed on the following Monday. The Care Center will remain open during Nurse Practitioners' leave for scheduling, drug screens, labs, etc., patients will be scheduled accordingly, and notices will be posted in the Care Center of upcoming holiday, etc. Alternative Health Solutions will provide fill-ins for any Nurse Practitioner who takes such a leave.

In order to provide you with the most up-to-date care, our staff will be receiving continuing training and education quarterly, on the following dates (these dates are subject to change with advance notice):

- The second Wednesday in January
- The second Wednesday in April
- The second Wednesday in July
- The second Wednesday in October

In addition, Alternative Health Solutions will be closed one additional day per year, date TBD, for a Company-wide meeting.

The Care Center will be closed on the above dates. You will receive communication from our Corporate Office prior to any training or changed schedule.

In cases of inclement weather, unexpected acts of nature, or situations outside the control of Alternative Health Solutions, Company agrees that Alternative Health Solutions may decide to change the hours or close a particular Care Center or Onsite Care. Alternative Health Solutions will notify the designated Company contacts when such cases arise.

Exhibit B
ADDITIONAL SERVICES

MENU OF ALTERNATIVE HEALTH SOLUTIONS SERVICES

Pre-Employment Physical	$60.00
DOT Physical (First 15 Free)	$90.00
Audiometry (Employer Requested)	$30.00
Respirator Fit Test (Qualitative)	$120.00
Firefighter Physical (First 26 Free)	$200.00
Urine Drug Screen #2810 (9 Panel Dip) * (First 100 Free)	$35.00
Federal DOT Send-out Drug Screen *	$35.00
Alcohol Saliva Screening (First 100 Free)	$30.00
Firefighter Labs	$100.00
Work Injury Exam (Employee not on census)	$75.00
Work Injury Follow-up Appt. (Employee not on Census)	$50.00
X-ray Send Out (each view)	$90.00
Employee Not on Census Primary Care visit (per visit)	$75.00
Flu Shot (Employee not on Census)	$40.00
TB Skin Test & Reading	$40.00
Tetanus Vaccine (Employee not on Census)	$45.00
Hepatitis B Vaccine (per injection)	$100.00
Basic Biometric Screening Non-Census Employee (height, weight, basic blood test)	$75.00

*Mandatory confirmation required on inconclusive drug readings at additional fee to Company.

Prices Subject to change with thirty (30 days) written notice.

All the above services require a signed Alternative Health Solutions Screening Authorization completed by a Company representative and must be sent with the individual at the time of visit.

Exhibit C
HEALTH SAVINGS ACCOUNT FEE SCHEDULE

Our HSA Fee Schedule charges fair market values for services that are not considered wellness related under the government rules that apply to High Deductible Health Plans with a qualified healthcare savings account (HSA). These are provided to employees that maintain a Qualified Health Savings Account (HSA).

It is the employee's responsibility to inform Alternative Health Solutions of their access or ownership of an HSA when treatment is rendered. Once the deductible is fully reached, primary care fees are no longer applicable.

What services are free under the HSA Plan?

- Annual Wellness Physicals (adult and child)
- Biometric Screenings (Cholesterol, Blood Sugar, BMI)
- Blood Pressure Checks
- Obesity Counseling
- Smoking Cessation consults
- Flu Shots
- Well Women

These testing services will be at no charge with a paid primary care office visit:

- Flu A and B Test
- Pregnancy Test
- Rapid Strep

Visits which require a fee under HSA Plan:

- Primary Care Visit - $50 per visit
  OR
- Primary Care w/Minor Suturing/Splinting $75
- Primary Care w/Minor Cut $75
- Primary Care w/wart/Skin tag removal up to 2 tags - $27 ($25 additional for 3-10 tags)

Single Visit or add-on to Primary Care visit:

- Td (Tetanus and Diphtheria) - $25
- Injection/Patient Provided Serum - $25

Rates are "per each visit"
Payment due at time of service
Payment method accepted: HSA/Credit/Debit cards only
Rates subject to change without notice

Exhibit D

HIPAA AGREEMENT WITH ALTERNATIVE HEALTH SOLUTIONS LLC

BUSINESS ASSOCIATE AGREEMENT

Name of Other Party: Madison County Fiscal Court

Address of Other Party: 135 W. Irvine Street, Richmond, KY 40475

Effective Date: July 1, 2024

Reference Number as applicable: _____

DEFINITIONS

Unless otherwise specified in this document, all CAPITALIZED terms, and/or references to HIPAA compliancy, shall have the same meaning and be used with the same intent as given in the Privacy and Security sections of the Health Insurance Portability and Accountability Act of 1996, (HIPAA), (including the ancillary Privacy and Security Rules of 2001 and 2003, respectively). In addition, the American Recovery and Reinvestment Act of 2009, (ARRA), Title XIII entitled "Health Information Technology," (HITECH Act), specifically Subtitle D entitled Privacy. CAPITALIZED terms, and/or references to HIPAA compliancy, shall also have the same meaning in accordance with additional guidance provided by the Federal Department of Health and Human Services, DHHS, (as appropriate).

The following terms have the following meanings as provided by all relevant authorities mentioned in this section of this agreement, directly above.

HIPAA Regulations:

This term is defined in this Agreement to mean all relevant legal mandates and requirements existing at present or guidance, updates and changes in the law. This term includes the Administrative Simplification statute, the Code of Federal Regulations, (including all relevant parts), the American Recovery and Reinvestment Act, the Health Information Technology for Economic and Clinical Health Act, (HITECH), and any current or additional guidance provided by the Federal Department of Health and Humans Services, (DHHS).

ARRA:

This means the American Recovery and Reinvestment Act of 2009.

BA:

This term means "Business Associate," as defined in the HIPAA Regulations.

CE:

This term means "Covered Entity," as defined in the HIPAA Regulations.

HITECH Act:

This means the Health Information Technology for Economic and Clinical Health Act'

Subtitle D:
This refers to "Subtitle D" of the HITECH Act entitled "Privacy"

BREACH:
The term "breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

Exceptions to the term BREACH:
The term "breach" does not include (i) any unintentional acquisition, access, or use of protected health information by an employee or individual acting under the authority of a covered entity or business associate if (I)· such· acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate; and (II) such information is not further acquired, accessed, used, or disclosed by any person; or (ii) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to· another similarly situated individual at same facility; and (iii) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

DHHS:
This means the Federal Department of Health and Human Services

OCR:
This means the Office of Civil Rights

CMS:
This means the Centers for Medicare and Medicaid

NOTIFICATION:
NOTIFICATION OF COVERED ENTITY BY BUSINESS ASSOCIATE. —A business associate of a covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information shall, following the discovery of a breach of such information, notify the covered entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach. The term Notification shall include all references and definitions as provided in the HITECH Act.

PHI:
This definition includes all relevant case law interpretations of the term "Protected Health Information," and all relevant regulatory definitions of this term including "Health Information," "Individually Identifiable Health Information", and "Protected Health Information". This term includes all legislative amendments or changes to this term found in the "HIPAA Regulations." This term also includes electronic Protected Health Information, as that term is defined in all

relevant HIPAA Regulations. All of the terms and associated definitions may be collectively referred to as "PHI," in this agreement.

UNSECURED PROTECTED HEALTH INFORMATION:
The term 'unsecured protected health information "means protected health information that is not secured through the use of a technology or methodology specified by the Secretary in the guidance issued under paragraph (2)" of the HITECH Act section 13402. This term includes all additional guidance from the Secretary of DHHS, including all relevant changes in the law as provided for by the HIPAA Regulations.

1. PURPOSE
This Business Associate Agreement (Agreement) is hereby entered into by and between Alternative Health Solutions, LLC, (Alternative Health Solutions, LLC) and the Other Party, (known as "the party" who is a COVERED ENTITY (CE), (hereinafter referred to as the CE), to become effective as of July 1, 2024.

Both parties understand that Alternative Health Solutions, LLC is acting as a Business Associate for the CE, in addition, the parties, in their business relationship, are entering into this Agreement in order to comply with the relevant requirements of HIPAA as stated in the Code of Federal Regulations, specifically 45 Code of Federal Regulations, Parts 160 -164, including but not limited to Part 164.504 (e) (1); the ARRA, (specifically the HITECH Act, Subtitle D – entitled "Privacy"), including any legal amendments, DHHS guidance and/or changes to these regulations/laws as they relate to all appropriate compliance activities/responsibilities of each party respectively according to, and specified in these laws/regulations/guidance, (hereinafter referred to as "HIPAA Regulations").

2. HIPAA REGULATIONS - COMPLIANCE
Both parties to this agreement understand and agree that Alternative Health Solutions, LLC strives to maintain compliance with all relevant HIPAA Regulations pertaining to their status as a Business Associate, or BA.

3. SATISFACTORY ASSURANCES & COMPLIANCE
Both parties to this agreement understand and agree that this Business Associate Agreement (BAA) provides the satisfactory assurances as required in the HIPAA Regulations as follows:

Both parties follow all HIPAA Regulations including but not limited to, (45 CFR § 164.502 (e)(1) disclosures to BA's), entitled "Uses and disclosures of protected health information - general rules" as follows:

The CE understands and agrees that they may disclose PHI to Alternative Health Solutions, LLC as a BA, and may allow Alternative Health Solutions, LLC to create, or receive PHI on its behalf through this BA Agreement, (as appropriate, and including all of the terms and conditions of this agreement including but not limited to all of the following activities completed by Alternative Health Solutions, LLC), as follows:

Alternative Health Solutions, LLC follows all HIPAA Regulations relating to Safeguarding PHI appropriately,

Both parties to this agreement understand and agree that this BA Agreement represents the Satisfactory Assurances requirement associated with 45 CFR 45 CFR § 164.502 (e)(2) and § 164.308(b)(4), entitled "Administrative Safeguards" in addition that Alternative Health Solutions, LLC has met all of the applicable requirements associated with 45 CFR §164.504(e) as stated in this Agreement,

In accordance with 45 CFR § 164.308 (b)(1), the CE agrees and understands that under this BA Agreement, (and in accordance with 45 CFR §164.306), that they may permit Alternative Health Solutions, LLC to create, receive, maintain, or transmit electronic PHI on the CE's behalf as appropriate, since the CE has received satisfactory assurances that Alternative Health Solutions, LLC has complied with 45 CFR §164.314(a)

The CE understands and agrees that this BAA between the CE and Alternative Health Solutions, LLC meets all legal requirements of 45 CFR § 164.314 (a)(2)(i) through (ii) as applicable and as follows:

The CE agrees that Alternative Health Solutions, LLC follows all relevant section §164.502(e) and section 164.314(a) requirements of the HIPAA Regulations since the CE understands and agrees that Alternative Health Solutions, LLC has not engaged in any activity or practice that constitutes a material breach or violation of this BA Agreement. In addition, both parties have fulfilled all HIPAA compliance responsibilities as referenced directly below in the section entitled, "HIPAA COMPLIANCE RESPONSIBILITIES."

The CE understands and agrees that Alternative Health Solutions, LLC has implemented all required 45 CFR § 164.314 (a)(2) organizational requirements as follows:

Alternative Health Solutions, LLC has implemented all administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the HIPAA Regulations.

Alternative Health Solutions, LLC has ensured that any Alternative Health Solutions, LLC agent, including subcontractors to whom it provides PHI have agreed to implement reasonable and appropriate safeguards to protect that PHI.

Alternative Health Solutions, LLC has the capability, and as appropriate, will provide reports to the CE on any security incident of which Alternative Health Solutions, LLC becomes aware as required by 45 CFR § 164.314 and all appropriate HIPAA Regulations.

4. HIPAA REGULATIONS - COMPLIANCE RESPONSIBILITIES OF THE PARTIES

Both parties to this agreement understand and agree that they are each individually responsible for achieving and maintaining compliance with all appropriate HIPAA Regulations as those Regulations define each party's specific compliance responsibilities, referenced to herein. This shall include, but not be limited to the "Safeguarding requirements" of Protected Health Information and electronic Protected Health Information (as stated above in the DEFINITIONS Section, collectively referred to as "PHI") received from or processed on behalf of the other in the course of providing the services described in the agreement between them (collectively referred to as "the Services").

Both parties to this agreement understand and agree that Alternative Health Solutions, LLC shall not be responsible for any failure of compliance by the CE as the sole result of the CE's failure to implement any HIPAA Regulations as required by law pertaining to the CE solely.

Both parties to this agreement understand and agree that Alternative Health Solutions, LLC shall comply with all relevant HIPAA Regulations including but not limited to the Breach Notification requirements associated with the HIPAA Regulations, and in accordance with definitions provided directly above and found in the HIPAA Regulations in relation to the CE as follows:

Alternative Health Solutions, LLC has implemented all HIPAA Regulations and guidance provided by DHHS in relation to the encryption of "unsecured PHI," rendering that PHI secured.

In the event Alternative Health Solutions, LLC accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses "unsecured protected health information" under this agreement, (to perform their responsibilities under this agreement), Alternative Health Solutions, LLC shall, following the discovery of a breach of such unsecured PHI, promptly notify the CE of such breach.

In addition, such notice should include the identification of each individual whose unsecured protected health information has been or is reasonably believed by the business associate to have been, accessed, acquired, or disclosed during such breach.

Alternative Health Solutions, LLC shall treat a breach as discovered as of the first day on which such breach of unsecured PHI is known to Alternative Health Solutions, LLC including any person, other than the individual committing the breach, that is an employee, officer, or other agent of Alternative Health Solutions, LLC, or should reasonably have been known to Alternative Health Solutions, LLC, or person, to have occurred.

Alternative Health Solutions, LLC shall notify the CE, (in the event of a breach of unsecured PHI), without unreasonable delay, and in no case later than 60 calendar days after the discovery of the breach by Alternative Health Solutions, LLC. Alternative Health Solutions, LLC has in place all capability to notify the CE within the period specified in all relevant HIPAA Regulations and can fulfill all burden of proof requirements associated with such notification in the event of a breach of unsecured PHI as required by the HIPAA Regulations.

However, in no case shall Alternative Health Solutions, LLC be responsible for the CE's "Breach Notification" legal compliance responsibilities, that may result from a "Breach" related to the failure on the part of the CE solely, (and not involving Alternative Health Solutions, LLC), to follow all relevant HIPAA Regulations involving "Unsecured PHI," as those legal mandates have been specified in the HIPAA Regulations.

Both parties to this agreement understand and agree that Alternative Health Solutions, LLC IS NOT responsible for any HIPAA compliance activities that are the responsibility of the CE specified in the HIPAA Regulations.

Alternative Health Solutions, LLC's use and disclosure of PHI follows each applicable requirement of section 164.504(e) of the HIPAA Regulations. In addition, Alternative Health Solutions, LLC understands and follows all appropriate requirements of Subtitle D - entitled "Privacy," of the HITECH Act, which relates to privacy and security.

Both parties to the agreement understand and agree (according to the HIPAA Regulations, specifically the HITECH Act amendments), that if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation relating to compliance with the HIPAA Regulations, then both parties would not be in compliance with the standards in §164.502(e) and §164.504(e), unless one or both of the parties took reasonable steps to cure the breach or end the violation, as applicable. If such steps were unsuccessful, then both parties must terminate the contract or arrangement as feasible.

Both parties to this agreement understand and agree to provide the breaching party with notice (delivered by first class mail) to the contact person listed in this section as follows. In addition, the non-breaching party agrees to provide 30 days to the breaching party to take reasonable steps to cure the breach or end the violation as applicable.

Alternative Health Solutions, LLC contact person:

Name:	Michael Dees, President and Privacy Officer
Address:	2843 Brownsboro Road, Suite 201 Louisville, KY 40206
Telephone Number:	502-384-1917
E-mail address:	mtdees@BluMineHealth.com

CE contact person:

Name: Jill Williams
Address: 135 W. Irvine St., Ste. 300, Richmond, KY 40475

Telephone Number: 859-624-4700
E-mail address: jill.williams@madisoncountyky.gov

In accordance with all relevant HIPAA Regulations specifically sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations, Alternative Health Solutions, LLC shall achieve and maintain compliance with all of these sections in the same manner as if Alternative Health Solutions, LLC were a covered entity.

If and to the extent the parties cease to function in the roles indicated above, specifically with respect to each other, this Agreement shall be of no effect.

5. ESTABLISHED PERMITTED USES AND DISCLOSURES UNDER THIS AGREEMENT

Both parties to this agreement understand and agree that Alternative Health Solutions, LLC may use or disclose the CE's PHI only as permitted or required by this agreement, or as otherwise required by Law, in addition Alternative Health Solutions, LLC understands and agrees that they may not further use or further disclose PHI other than is permitted by this agreement or as required by law. The following list of PHI uses and disclosures have been contemplated and agreed to by both parties:

- Administrative and Technical Uses Disclosures
- Data Aggregation Uses of PHI
- Management and Legal Uses and Disclosures

BA will disclose PHI to, and permit the use of PHI by its employees, contractors, agents or other representatives only to the extent directly related to and necessary for the performance of the Services.

BA will request from the Other Party no more than the minimum PHI necessary to perform the Services.

BA will not use or disclose PHI in a manner –

- deemed to be inconsistent with the CE's obligation under the HIPAA Regulations, or
- that would violate the HIPAA Regulations, if disclosed or used in such a manner by the CE.

6. SAFEGUARDS FOR THE PROTECTION OF PHI

BA will implement and maintain commercially appropriate security safeguards to ensure that PHI obtained by, or on behalf of the CE is not used or disclosed by the BA or its staff in violation of this agreement.

BA will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in accordance with the requirements of the HIPAA Regulations including but not limited to the HIPAA Security Rule including all amendments and updates to the HIPAA Regulations now and in the future.

7. REPORTING UNAUTHORIZED USES AND DISCLOSURES

If the BA gains knowledge of any use or disclosure of PHI, not provided for by this Agreement, it will notify the CE in accordance with the agreed upon notice procedures.

The BA will report promptly any Breach as required by the HIPAA Regulations as provided for in this Agreement, (including section 4 directly above), and according to all appropriate HIPAA Regulations, that pertains to the BA and the CE as set forth in this Agreement, without unreasonable delay, and in no case later than 60 calendar days after the discovery of the breach by Alternative Health Solutions, LLC.

8. USE & DISCLOSURE OF PHI BY AGENTS & REPRESENTATIVES

The BA will require that any agent and/or representative, including a subcontractor, to whom it provides PHI received from, or created under the Agreement, agrees to the same restrictions and conditions that, apply through this agreement to BA.

9. INDIVIDUAL RIGHTS

- **Right of Access:** The BA agrees to provide access to PHI at the request of the CE, in a timely manner by retrieving the specified document/item of media and providing directly to the CE, in a designated format or, as directed, to an authorized Individual, in order to meet the requirements under 45 CFR 164.524.
- **Right of Amendment**: The BA agrees to make any amendment to PHI that the CE requests, directs, or agrees to pursuant to CFR 164.526 and according to a time and manner designated by the Other Party.
- **Right to Accounting of Disclosures:** The BA agrees to document such disclosures of PHI and information related to such disclosures as would be required for the CE to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528., and agrees to provide such information in the time and manner designated by the CE.

10. USE & DISCLOSURE FOR BA PURPOSES

- Except as otherwise limited in this Agreement, the BA may use or disclose PHI to perform functions, activities, and services for the CE, as is their legal responsibility.

- Except as otherwise limited in this Agreement, the BA may disclose PHI for the proper management and administration of the BA in matters required by law.

- Except as otherwise limited in this Agreement, the BA will obtain reasonable assurances from any person to whom PHI must be disclosed for the reasons noted above, that it will remain confidential and be used or further disclosed only as required by law and for the purpose for which it was intended. The person to whom the PHI has been disclosed, must notify the BA of any instances of which it becomes aware in which the confidentiality of the PHI has been breached in accordance with all appropriate HIPAA Regulations.

11. INSPECTION & ENFORCEMENT BY THE OTHER PARTY

Alternative Health Solutions, LLC agrees to make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Alternative Health Solutions, LLC on behalf of the CE available to the CE, the federal Department of Health and

Human Services ("DHHS") the Office for Civil Rights ("OCR"), and/or their agents, for the purpose of monitoring compliance with the conditions of this Agreement and the statements of all relevant HIPAA Regulations including but not limited to the Privacy Rule.

12. OBLIGATIONS OF THE CE

The CE shall not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the CE.

13. TERM AND TERMINATION

Term - The term will commence as of the Effective Date set forth above and will terminate at the sooner of three years from that date, or as updates/changes to the legislation require significant substantive changes be made to the current terms of the Agreement.

Termination - Either party may terminate this Agreement if it determines that the other has executed a material breach. Prior to such termination, the non-breaching party shall provide the other with written notice of the existence of the material breach and afford them a reasonable period of time, as specified in such notice, to cure the material breach. In the event that the breaching party fails to cure the material breach within such time period, the non-breaching party may immediately terminate the Agreement.

Effect of Termination - Upon termination of this agreement by either party, for any reason, the breaching party shall return or destroy all PHI received from or created or received on behalf of the non-breaching party, its subcontractors, agents or representatives, and they will retain no copies of the PHI. If the breaching party determines that returning or destroying the PHI is infeasible, they shall provide to the non-breaching party written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, the breaching party will ensure that any and all protections, requirements and restrictions contained in this Agreement will be extended to any PHI retained after the termination of the Agreement, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.

14. MISCELLANEOUS

Regulatory References - A reference in this Business Associate Agreement to a section in the Privacy Rule or Security Rule, or HIPAA Regulations, means the section as in effect or as amended, and for which compliance is required. The parties agree to negotiate in good faith any amendment to this Agreement that may be required from time to time as is necessary to comply with the requirements of the HIPAA Regulations, the Privacy Rule, and the Security Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by either party to the other, then the requesting party will have the right to terminate this Agreement upon providing not less than thirty (30) days written notice to the non-requesting party.

- **Survival** The respective rights and obligations of the parties under Sections 11, (Inspections and enforcement), 13 (Effect of termination) and 15 (Miscellaneous) will survive termination of the Agreement indefinitely.
- **Compliance with the HIPAA Regulations and the Privacy Rule** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the other party to comply with the HIPAA Regulations and the Privacy Rule.
    - This agreement supersedes and cancels all previous agreements and is in effect as of the date of the signing (the effective date), as noted below, of this successor agreement between the parties, and through the duration of this successor agreement, the parties agree to perform as contained herein.

Covered Entity
(Madison County Fiscal Court):

By: R-30-

Print: REAGAN TAYLOR

Title: JUDGE EXECUTIVE

Date: 6/11/2024

Business Associate
(ALTERNATIVE HEALTH SOLUTIONS, LLC):

By:

Print: Michael Dees

Title: Pres/CEO

Date: 6/13/2024 @ 10:21am