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MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2021-52

A RESOLUTION TO ENTER INTO A CARE CENTER SERVICES AGREEMENT (the "Agreement") BY AND BETWEEN ALTERNATIVE HEALTH SOLUTIONS, LLC, A KENTUCKY LIMITED LIABILITY COMPANY WITH SERVICES DELIVERED BY BLUMINE HEALTH AND MADISON COUNTY FISCAL COURT ("MCFC")

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

WHEREAS, BluMine Health 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 (assessing, diagnosing, charting, planning, counseling, and providing patient care under the authority of a collaborating physician); and

WHEREAS, MCFC has agreed to contract with BluMine Health to provide the clinical services and wellness programs as hereinafter described at the Care Center; and

WHEREAS, the Madison County Fiscal Court desires to enter into the Care Center Services Agreement attached hereto this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THIS AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY TO GO INTO EFFECT JULY 1, 2021.

Motion made by Roger Barger, seconded by Tom Botkin.

Vote:	Yes	No
Judge Reagan Taylor	X	
Magistrate Paul Reynolds	X	
Magistrate John Tudor	X	
Magistrate Roger Barger	X	
Magistrate Tom Botkin	X	

Signed:

Reagan Taylor
Madison County Judge Executive

Attested:

Kenny Barger
Madison County Clerk

CARE CENTER SERVICES AGREEMENT

This **CARE CENTER SERVICES AGREEMENT** (the "**Agreement**"), is entered into on July 1, 2021 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. The Company has decided to offer its employees professional health care and wellness services at Care Centers operated at one or more locations;

B. Alternative Health Solutions 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 the Company (assessing, diagnosing, charting, planning, counseling, and providing patient care under the authority of a collaborating physician); and

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

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, 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**.

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. The 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

state of Kentucky and Indiana. Days and times of operation may vary from Care Center to Care Center.

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. Company shall have no role in the selection 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.** Company shall pay Alternative Health Solutions monthly in advance a minimum fee for the Services set forth on **Exhibit A** at the shared Care Centers as set out below. The monthly fee schedule is based on a minimum of **(194) eligible employees.**

a) Year One – Company agrees to pay Alternative Health Solutions **Sixty Dollars ($60.00)** per month per eligible employee.

Company will receive an invoice of services provided by Alternative Health Solutions by the first of each month and Company agrees to remit payment to Alternative Health Solutions for services by the 15th of each month. If 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 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 Company provides ACH authorization, 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 Company as described in **Exhibit B** will be billed to Company on a monthly basis 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, 2021** (the "**Effective Date**") and the term shall extend for a term of **one (1) year** (the "**Term**"). The Agreement may be extended by agreement of the parties thereafter. Upon expiration of the Term, 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 a Care Center exclusively serving the employees

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.** Company agrees to provide Alternative Health Solutions 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 along with Eligibility Forms:

- 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 along with Eligibility Forms:

1. 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.

2. List of added new hires and/or added spouses/dependents with full legal name and date of birth;

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

The monthly new 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/step-children (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 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 the 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

MCFC understands and agrees that applicable law requires that for employees of MCFC who maintain a Health Savings Account ("HSA"), BluMine Health may provide Services to such employees, free of charge (to that employee (and family members), with respect to how services are described in IRS Publication 969 (216) and as it pertains to 26 U.S. Code § 223 - Health Savings Accounts.

13. **Company Responsibilities**

- 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.
- Company will embrace and support the Alternative Health Solutions Primary Care Medical Staff when discussing the Center and Wellness program with employees.
- Company agrees to provide Alternative Health Solutions a 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 AHS.
- Alternative Health Solutions will need a signed HIPAA Agreement with Company. (**Exhibit C**)
- Company will EMBRACE, SUPPORT and ENCOURAGE biometric screenings with Alternative Health Solutions for the collection of baseline medical data and savings proformas.

14. **Indemnification.** 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 the 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. 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 when rendering Services at the Care Center, said coverage to 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 reliable 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, the 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 the 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 provided by Alternative Health Solutions and put in place between Alternative Health Solutions and the 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.** 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 contract.
- Worker's Compensation / Employer's Liability Insurance – Worker's compensation benefits for the State 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.

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 evidencing the above coverages.

22. **Approvals.** This Agreement shall be expressly subject to Alternative Health Solutions obtaining all necessary and required licenses, Certificates of Need, approvals and/or permits (collectively, the "Approvals"), if any, from any regulatory body that may have jurisdiction 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 the 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: _____

Title: _____

Date: _____

MADISON COUNTY FISCAL COURT

By: _____

Printed: REAGAN TAYLOR

Title: JUDGE EXECUTIVE

Date: 5/11/2021

EXHIBIT A

CONTRACTED SERVICES

1. **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.

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 care center closing. Walk-ins are welcome and will be seen in between scheduled appointments. Emergencies are given priority status.

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

- Company understands that a minimum participation of twelve (12) employees are required for on-site bio-screens. Company agrees to provide Alternative Health Solutions a total headcount of employees attending (24 hours prior to the event) in order to ensure enough technicians will be available to accommodate the employees who have signed up. Company agrees that on-site bio-screen clinics will require to be via electronic sign-up.

The amount of technicians ordered is based on the number of employees and the time period requested by the Company. Should the headcount fall below the participation number provided by the Company during the time period requested, the Company agrees to pay Fifty Dollars ($50.00) per employee where an additional technician was not needed.

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 or cost of allergy serums.
- EKGs w/Basic Interpretation – Annual Physical EKGs, etc.
- Trivalent Influenza Vaccine serum will be ordered and handled by Alternative Health Solutions. Influenza Vaccines: Due to limited amounts of influenza vaccines that are manufactured, Alternative Health Solutions cannot guarantee stock.
    - Employer groups of 150 or less employees on census are not eligible for a Flu Shot Clinic at Company's location.
- 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. Care Center will stock, based on availability, a minimum of 35 most-commonly prescribed primary care related generic Rx Medications.
- Patient Referrals – Mammograms, local Specialties, etc.

- 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-ray, if necessary, is 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 Alco. **The first 100** are included in the monthly management fee. Additional tests will be billed to MCFC 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 10-panel Drug Screenings** (Non-DOT & DOT Approved) urine collection kit. **The first 100** are included in the monthly management fee. Additional tests will be billed to MCFC 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.
- **Audiometry Pure Tone Air Only Test - The first 24** are included in the monthly management fee. Additional tests will be billed to MCFC on a monthly basis per 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 26** are included in the monthly management fee. Additional physicals will be billed to MCFC on a monthly basis per BluMine Health Menu of Services.
  - Chest x-ray, if requested, is 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 BluMine Health 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.
- **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 30** are included in the monthly management fee. Additional physicals will be billed to MCFC on a monthly basis per BluMine Health Menu of Services.
- **Mobile x-rays** – 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.

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 :30 minutes for lunch.
- PRN Physician/Medical Review Officer (MRO) for collaboration and chart reviewing
- Nurse Practitioner on-site at Care Center: 8 hours per day
- Medical Staff on-site at Care Center: 8 hours per day

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. 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 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, AHS will be closed one additional day per year 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 AHS SERVICES

Pre-Employment Physical	$55.00
DOT Physical	$75.00
Pulmonary Function Test/Spirometry (Employer Requested)	$32.00
Audiometry (Once maximum reached)	$25.00
Firefighter Physical (once maximum reached)	$180.00
Labs for Firefighter Physicals	$85.00
Urine Drug Screen (10 Panel Dip) *	$35.00
Federal DOT Send-out Drug Screen *	$35.00
Alcohol Saliva Screening	$25.00
Work Injury Exam (Employee not on census)	$75.00
Work Injury Follow-up Appt. (Employee not on Census)	$50.00
Mobile X-ray (each view)	$90.00
Employee Not on Census Primary Care visit (per visit)	$75.00
Flu Shot (Employee not on Census)	$35.00
TB Skin Test & Reading	$28.00
TD Vaccine (Employee not on Census)	$35.00
Hepatitis B Vaccine (per injection)	$85.00
Basic Biometric Screening Non-Census Employee (height, weight, basic blood test)	$60.00

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

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

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

Exhibit C

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, 2021

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, 2021.
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 are in compliance with 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 meet 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 is in compliance with 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 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.

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 time frame 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 is in compliance with each applicable requirement of section 164.504(e) of the HIPAA Regulations. In addition Alternative Health Solutions, LLC understands and is in compliance with all appropriate requirements of Subtitle D - entitled "Privacy," of the HITECH Act, that relate 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: _____

Address: _____

_____

Telephone Number: _____

E-mail address: _____

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 be 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 directly 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):	**Business Associate** (ALTERNATIVE HEALTH SOLUTIONS, LLC):
By: R-3D-	By: _____
Print: Reagan Taylor	Print: _____
Title: Judge Executive	Title: _____
Date: 5-11-2021	Date: _____