

HEALTH SERVICES AGREEMENT (P.D. 19-20.035)

THIS HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the Escambia County, a political subdivision of the State of Florida ("Client"), with its principal place of business located at 221 Palafox Place, Pensacola, FL 32502, and Marathon Health, LLC ("Marathon"), a Delaware limited liability company, with its principal place of business located at Champlain Mill, 20 Winooski Falls Way, Suite 400, Winooski, VT 05404. Client and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, on March 16, 2020, the County issued an Invitation to Negotiate seeking a qualified provider to staff and manage the operations of an employee health clinic (P.D. 19-20.035) currently located at 2257 North Baylen Street, Pensacola, Florida (the "Facility") to serve the employees of Escambia County, the City of Pensacola, and the Escambia County Sheriff's Office; and

WHEREAS, Client desires to retain Marathon to furnish such preventive, wellness, disease management, health consultation, occupational health, and/or primary care services as specified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all schedules, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and Marathon hereby agree as follows:

**Article I
Definitions**

- 1.1 "Care Provider" means an employee or independent contractor of Marathon who provides care or consultation services directly to Participants.
- 1.2 "Co-Contracting Parties" means the City of Pensacola and the Escambia County Sheriff's Office who shall each enter into a Health Services Agreement with Marathon substantially similar to this Agreement.
- 1.3 "Collaborating Physician" means a licensed physician who has a collaborative relationship with a nurse practitioner or physician's assistant as required under the laws of the state in which such nurse practitioner or physician's assistant is providing services.
- 1.4 "Effective Date" means the later of the two Parties' signatures to this Agreement.
- 1.5 "Participant" means an individual eligible to participate in the Marathon Services as determined by the eligibility criteria set forth on **Schedule A1**.
- 1.6 "Start Date" means, with respect to each Client location described on **Schedule A1**, the date indicated for the commencement of Marathon Services.

Article II Services

- 2.1 **Marathon Services.** Commencing on the Start Date, Marathon will provide Participants with the healthcare services described in Section II of **Schedule A and A1 - A6** (the "Marathon Services"). Services that do not clearly fall within the description set forth in Section II of **Schedule A and A1 - A6** shall be outside the scope of this Agreement, and Client shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider.
- 2.2 **Implementation Services.** Commencing on the Effective Date, Marathon will provide the implementation services set forth in Section I of **Schedule A and A2** (the "Implementation Services"). The Parties will mutually agree to necessary modifications to Marathon's standard implementation timeline to allow Marathon to commence the Marathon Services on the Start Date.
- 2.3 **Service Orders.** Marathon may provide additional services, or the Parties may modify the existing services, by executing a written amendment to this Agreement and mutually agreed service order substantially in the form attached as **Schedule D** hereto ("Service Order"). Service Orders will include terms and conditions specific to the services described therein including but not limited to the scope of services, fees, timeline and any deliverables.

Article III Term

- 3.1 **Term.** The "Initial Term" of this Agreement shall begin on the Effective Date, and, unless earlier terminated in accordance with Article VII, shall end on the third anniversary of the Start Date as defined in **Schedule A1**.
- 3.2 **Renewal Terms.** The term of this Agreement may be renewed for two (2) additional one year terms ("Renewal Terms") upon Client's delivery to Marathon of a letter of intent to renew at least ninety (90) calendar days prior to the end of the current term. Such Renewal Terms shall be subject to the termination provisions set forth in Article VII below. The Parties further agree that the Initial Term and Renewal Terms may be extended by a period of six (6) months upon Client's delivery to Marathon of a written notice of such intent to extend.
- 3.3 **Appropriation of Funds.** Pursuant to the requirements of Florida law and Chapter 46, Article II, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners. Marathon agrees that, should the Board of County Commissioners fail to appropriate sufficient funds for any future fiscal year to support the financial operation of the clinic or meet Client's payment obligations under this Agreement, Client may terminate this Agreement upon delivery of ninety (90) days' prior written notice to Marathon.

**Article IV
Payment Terms; Pricing**

- 4.1 **Fees.** The County agrees to pay Marathon an Annual Fee in the amount of \$1,026,676.95. Marathon will submit invoices to Client on a monthly basis in the amount of 1/12 of the Annual Fee as set forth in **Schedule B**. With the exception of reimbursement of reasonable expenses as otherwise provided in this Agreement, such fees shall be the only compensation to Marathon under this Agreement. Upon each anniversary of the Start Date, the Annual Fee shall automatically increase by 3% over the then-current Annual Fee. Notwithstanding anything herein to the contrary, payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.
- 4.2 **Failure to Pay.** Failure to pay an invoice when due shall constitute a material breach of this Agreement and Marathon reserves the right to terminate this Agreement or suspend services upon such breach by Client that continues more than forty-five (45) days after the invoice due date. Marathon reserves the right to refrain from providing services to Client if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client is in breach, such continuance of services will not operate as a waiver of Marathon's right and ability to utilize any and all remedies available to Marathon under applicable laws. Client shall not be liable for Annual Fees or other expenses owed by the Co-Contracting Parties for services rendered by Marathon at the Facility.

**Article V
Duties of Marathon; Relationship of the Parties**

- 5.1 **Equipment and Supplies.** Unless otherwise agreed by the Parties, Marathon shall provide or arrange for the provision of such equipment, supplies, professional services, and such other support services necessary for the performance of its obligations under this Agreement at its sole cost and expense. Marathon shall retain ownership of and/or control over the equipment and supplies used to provide the Marathon Services under this Agreement.
- 5.2 **Marathon Health Reports.** Marathon will provide to Client the health reports described in **Schedule A**.
- 5.3 **Qualified Care Providers.** Marathon shall employ or subcontract qualified and appropriately licensed or certified (if applicable) Care Providers to provide the Marathon Services. Marathon, at its sole expense, shall obtain any licenses and permits required for its employees and subcontractors to perform the Marathon Services, including visas and work permits required by applicable law. It shall be Marathon's responsibility to select, contract with, and manage any third-party contractors, all in accordance with the terms of this Agreement. Such third-party contractors may include an affiliated professional corporation that provides acute and other healthcare services and may include other contractors. Marathon shall retain responsibility for any such subcontractors and shall monitor performance of such subcontractors on an ongoing basis to ensure compliance with all applicable obligations under this Agreement.

5.4 Independent Contractor. Marathon, and each of its employees and third-party contractors, shall at all times remain an independent contractor with respect to the services provided under this Agreement. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Notwithstanding any authority granted to Client herein, Marathon and/or any Care Provider or Collaborating Physician shall retain the authority to direct or control his, her, or its medical decisions, acts, or judgments.

Marathon shall be solely responsible for the payment of compensation and provision of benefits to Marathon employees and contractors performing services hereunder. Marathon's employees and contractors are not entitled to receive any employee benefits from Client. Client shall not be responsible for payment of worker's compensation, disability, unemployment, or other similar insurance, or for withholding income, taxes or social security for any Marathon employee or contractor.

5.5 Performance of Client Obligations. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client or a Participant to provide information necessary to fulfill its obligations as required under this Agreement.

5.6 Employee Benefit Plans. The programs and services provided under this Agreement are not designed or intended to be provided under any Client employee benefit plan or program. Accordingly, neither Marathon, nor any of the third-party contractors it may engage, is a fiduciary, trustee, or sponsor with respect to these programs or services. In the event the programs and services become part of a Client employee benefit plan or program, Marathon, and each of the third party contractors it may engage, shall be considered to be acting only as a consultant to Client with respect to such matters and shall not be considered in a fiduciary, trustee, or sponsor relationship in such plan.

5.7 Drug and Alcohol Screening Protocols. To the extent Client requests Pre-Employment/Post Accident/Reasonable Suspicion Drug and Alcohol Screening services, Marathon shall be responsible for adhering to the protocols and requirements set forth in **Schedule A4**, as required by the Escambia County Drug Testing policy, the Drug Free Workplace Act, pursuant to Section 112.0455, Florida Statutes, and the Substance Abuse and Mental Health Services Administration.

5.8 Fee for Non-Preventative Care Services. Marathon will collect a fixed fee for non-preventative care services provided to Participants with a Qualified High-Deductible Health Plan and corresponding Health Services Account. On a quarterly basis, Marathon will provide Client with a report of all such fees for non-preventative care services collected during the preceding quarter.

Article VI Duties of Client

6.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of the health clinic Facility with basic infrastructure consistent with Marathon's specifications, including, but not limited to, utilities, unrestricted internet connectivity, and non-medical furnishings. Client shall keep and maintain the premises in good working order and make, or cause to be made, all necessary repairs and replacements to the premises and its systems as may be reasonably required to keep the same in good order and state of repair. Client shall be responsible for the routine custodial maintenance for the health

clinic Facility. Title to any capital improvements or other modifications to the premises as may be necessary to accommodate the performance of this Agreement shall vest with the County/Client.

- 6.2 Internet Connections. Client will provide dedicated, unrestricted, business class DSL or business class cable services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build-out of the Facility. Minimum requirements include bandwidth requirements of 10 mbps connection (up/down) and five static publicly addressable IP addresses.
- 6.3 Telephone and Fax. Client will facilitate and provide all physical wiring needed for telephone connectivity. Wiring must be at least Cat5e terminated at both ends with RJ45 sockets. All wiring shall be terminated in a central location at one end and at each workstation at the other. Marathon will provide telephones and associated services for all of its employees and for the main line to the health clinic Facility. Client is responsible for providing any convenience phones and associated wiring for Participants to have access to telephones within the health clinic Facility. Client must also provide service to the health clinic Facility for one (1) analog phone line and associated wiring for the purpose of faxing.
- 6.4 Publicity and Promotion. Client will publicize and provide descriptive information about the Marathon Services, including standard marketing materials provided by Marathon as described in **Schedule A2**, to its Participants who may seek services at the location or locations agreed upon by the Parties. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing, publicizing, or significantly affecting the Marathon Services prior to the distribution of such materials. Marathon shall review and comment on such materials within a reasonable time after receipt. Client shall use reasonable efforts to seek Marathon's input prior to publicizing and providing such information to Participants, which input shall not be unreasonably delayed. Client expressly permits Marathon to use Client's name in advertisements to recruit Care Providers or other personnel dedicated for the Marathon Services, as the recruitment and implementation processes are reliant on this.
- 6.5 Eligibility Files. Client will provide to Marathon on a weekly basis, or other mutually agreed-upon frequency, a Participant eligibility file, which is necessary to enable Marathon to provide the Marathon Services. The Participant eligibility file will contain the entire population of Participants and will adhere to Marathon's file specifications.
- 6.6 Medical Claims Data. To assist in the identification and treatment of Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease, and hypertension, Client agrees to make best efforts to provide Marathon, through its carrier, third-party administrator, or third-party vendor for claims data mining (each, a "Claim Processor"), with access to medical claims data for the Participants enrolled in Client's health plan(s) for the twelve (12) months prior to the Start Date and, thereafter, at twelve month intervals during the term of the Agreement. Marathon will provide Client with the file format defining the specifications for the data. Marathon agrees to provide written specifications for extracting data from the existing Clinic Provider at no additional cost.
- 6.7 Claims Submission. If the Marathon Services set forth on **Schedule A** include Claims Submission Services for which Marathon will submit \$0 claims to a Claim Processor for

patient visits (for purposes such as crediting patient deductibles for visit fees collected by Marathon on behalf of Client or for aggregating Marathon encounter activity with other Client group health plan activity), Client shall direct and obtain agreement from its Claims Processor to receive such \$0 claims for patient visits from Marathon, outside of its provider network. For the avoidance of doubt, Marathon shall not be required to be credentialed as part of a Claim Processor's provider network for the purpose of transmitting claims data to the Claim Processor.

- 6.8 Availability of Resources. Client agrees to allow Marathon to utilize mutually agreed internal resources of Client and to assist Marathon with such utilization, including, but not limited to, training, marketing tools and resources, and technical support necessary to maintain the requirements outlined in this Article VI in order to enhance the effectiveness and utilization of the Marathon Services. Client will identify a single primary point of contact for implementation project management and ongoing account management.

Article VII Events of Default, Remedies and Termination

- 7.1 Events of Default. Any of the following shall constitute an event of default under this Agreement (each, an "Event of Default"):

- (a) Any failure by Client to pay Marathon in accordance with Article IV of this Agreement;
- (b) Any material failure by either Party to promptly and fully perform its obligations or comply with the terms of this Agreement; provided that the defaulting Party shall have sixty (60) days to remedy such failure after receipt of written notice from the aggrieved Party specifying in detail the nature of the default; or
- (c) Marathon appoints a custodian, liquidator, trustee or receiver, for a material portion of its assets; or files a voluntary petition in U.S. bankruptcy court; or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law for relief of debtors are instituted by or against Marathon.

- 7.2 Remedies; Termination.

- (a) Subject to the terms and conditions of this Agreement, upon an Event of Default by Client, Marathon may, at its option, (i) suspend further Services under this Agreement, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.
- (b) Subject to the terms and conditions of this Agreement, upon an Event of Default by Marathon, Client may, at its option, (i) suspend further payments to Marathon which are specifically associated with such default, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.
- (c) Subject to the terms and conditions of this Agreement, upon an Event of Default, with the exception of termination by Marathon in accordance with Section 7.1(b), Client shall receive a prorated refund of all prepaid fees for Services that would have been performed following the date of termination.

- (d) At any time following the date that is eighteen (18) months from the Start Date, Client may terminate this Agreement for any reason upon ninety (90) days prior written notice to Marathon. Said termination shall not be construed as an Event of Default, and Client shall receive a prorated refund of all prepaid fees for Services that would have been performed following the date of termination. Marathon shall be paid for fees owed through the date of termination, and Marathon shall not be entitled to any other recovery against Client, including, but not limited to, damages or any anticipated profit.
- (e) If either Co-Contracting Party fails to enter into a substantially similar Health Services Agreement with Marathon on or before July 16, 2020, or declines to renew its Health Services Agreement upon the expiration of the Initial Term, or the Health Services Agreement with either Co-Contracting Party is terminated for any reason, Marathon will notify Client and the Parties will attempt to negotiate a re-allocation of the Annual Fee and the Clinic staffing model by written amendment to the Agreement. If the Parties are unable to reach a mutual agreement, Client may terminate the Agreement as provided in paragraph 7.2 (d).

7.3 Consequences of Termination.

- (a) Termination under any section of this Article VII shall not cause either Party to waive any rights it may have to exercise any remedies available to it under any other section of this Agreement or under any applicable law.
- (b) In the event this Agreement is terminated by reason of an Event of Default, the non-defaulting Party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement.
- (c) In no event will either Party be liable to the other Party for indirect, incidental, consequential, or punitive damages resulting from any breach of this Agreement.
- (d) In all cases of termination, Marathon agrees to work with Client to make an orderly transition of the Marathon Services and Client's property pursuant to the terms and conditions of a mutually agreed upon transition plan. Marathon and Client agree to negotiate in good faith the terms and conditions of any such transition plan.
- (e) Marathon shall maintain Participants' health records beyond the expiration or termination of this Agreement in accordance with applicable laws.
- (f) Upon the expiration or termination of this Agreement, Marathon shall remove any personal property (e.g. portable equipment, supplies, etc.) owned by Marathon or its employees at its own expense and vacate the premises within thirty (30) days of the effective date of expiration/termination.

**Article VIII
Confidentiality of Participant Records**

- 8.1 Access to Participant Information. The Parties acknowledge and agree that in the course of performing its duties under this Agreement, Marathon, its Care Providers and/or their agents will have access to or knowledge of health records or other personal and confidential information regarding Participants.
- 8.2 Safeguard of Information. Marathon, its Care Providers and their agents will safeguard and serve as the custodian of Participants' health records and other personal and confidential information to ensure that the information is not improperly disclosed and to comply with the regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Marathon, subject to each Participant's rights to his/her individual medical information.
- 8.3 Granting of Access. Marathon is a "Covered Entity" as defined under 45 C.F.R. §160.103. Marathon will afford access to Participants' health records or personal and confidential information to other persons only as allowed or required by law. Marathon shall not grant access to health records or other personal and confidential data to any individual or to Client except as provided in this Section 8.3.
- 8.4 Compliance Assistance. To the extent Marathon utilizes space provided by Client to provide services under this Agreement, Client shall reasonably cooperate with Marathon in complying with the requirements described in this Article VIII, including as related to the physical access to such space.
- 8.5 Transfer of Medical Records. Notwithstanding anything herein to the contrary, upon the expiration or termination of this Agreement, Marathon agrees to transfer all medical records related to the patient population of the health clinic as permitted by state and federal law. Marathon shall execute a Data Release Agreement with any third-party medical provider assuming responsibility for the management and operation of the health clinic and such other documentation as may be required by law to effectuate said transfer.

**Article IX
Confidential Information; Public Records**

- 9.1 Restriction of Use; Confidentiality. Each Party agrees not to use Confidential Information (as defined below) for any purpose other than to fulfill its obligations under this Agreement. Each Party agrees to use commercially reasonable efforts to protect Confidential Information of the other party and, in any event, to take precautions at least as great as those it takes to protect its own confidential information. Each Party agrees not to disclose any Confidential Information of the other Party to third parties; provided that each Party may disclose Confidential Information only to those of its directors, officers, employees, attorneys, accountants, and consultants ("Representatives") who need to know the information. Upon request of the other Party, each Party shall return or destroy all

materials, in any medium, which contain, embody, reflect, or reference all or any part of any Confidential Information of the other party.

- 9.2 Confidential Information. For purposes of this provision, the term "Confidential Information" shall mean information or material that is marked confidential at the time of submission and qualifies as a trade secret as that term is defined in §812.081, Florida Statutes, or is otherwise exempt from the disclosure requirements of §119.07(1), Florida Statutes, and §24(a), Art. I of the State Constitution. Confidential Information shall not, however, include information that is governed by the confidentiality provision of Article VIII, or any information which recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient's files and records immediately prior to the time of disclosure or (iv) is subject to disclosure pursuant to Chapter 119, Florida Statutes. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is: (i) required by law; or (ii) pursuant to the written consent of the disclosing Party.

Public Records. Marathon acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Marathon shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Marathon shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Marathon agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event Marathon fails to abide by the provisions of Chapter 119, Florida Statutes, the Client may, without prejudice to any other right or remedy and after giving seven days written notice, during which period Marathon still fails to allow access to such documents, terminate the Agreement.

IF MARATHON HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

Article X Proprietary Rights

10.1 Trademarks.

(a) “Client Marks” means those trademarks of Client set forth in **Schedule C** and such other trademarks (if any) as Client may notify Marathon in writing to be “Client Marks” within the meaning of this Agreement. “Marathon Marks” means those trademarks of Marathon set forth in **Schedule C** and such other trademarks (if any) as Marathon may notify Client in writing to be “Marathon Marks” within the meaning of this Agreement. Client Marks and Marathon Marks are referred to herein, collectively, as “Marks.”

(b) During the term of this Agreement, Client hereby grants to Marathon a non-exclusive, non-transferable right to reproduce, publish, perform and display the Client Marks (i) to fulfill its obligations under this Agreement including for the personnel recruitment purposes described in Section 6.4; (ii) on Marathon’s website; and (iii) in connection with trade shows and marketing materials. Marathon will use all such Client Marks in accordance with any usage guidelines provided by Client to Marathon. To the extent that Client may reasonably object to the manner and means in which Marathon uses any of the Client Marks hereunder, Marathon will promptly take such action as may be reasonably required to address and remedy any such objection(s).

(c) During the term of this Agreement, Marathon hereby grants to Client a non-exclusive, non-transferable right to reproduce, publish, perform and display the Marathon Marks (i) to fulfill its obligations under this Agreement including Section 6.4; and (ii) in Client recruiting and benefit materials. Client will use all such Marathon Marks in accordance with any usage guidelines provided by Marathon to Client. To the extent that Marathon may reasonably object to the manner and means in which Client uses any of the Marathon Marks hereunder, Client will promptly take such action as may be reasonably required to address and remedy any such objection(s).

10.2 Licenses.

(a) License to Access Services; Marathon Materials.

(i) To the extent a particular Marathon Service (e.g., the Patient Portal) is hosted by Marathon, Marathon hereby grants Client and/or the Participants, as applicable, the right to access such service as described in **Schedule A** during the Term.

(ii) “Marathon Materials” means the Marathon Marks and any text, graphical content, images, techniques, methods, designs, software, hardware, code, documentation or any improvement or upgrade thereto, that is used by or on behalf of Marathon to provide certain services to Client under this Agreement. As between the parties, Marathon retains all right, title, and interest in and to the Marathon Materials and the Marathon Services (excluding the Client Marks and Client Materials).

(b) Client Materials. “Client Materials” means any proprietary materials provided by or on behalf of Client for use by Marathon in connection with the services provided hereunder, including, but not limited to, text, graphical content, and images. Client hereby grants to Marathon a nonexclusive right to use, reproduce, display and distribute the Client

Materials solely to perform its obligations under this Agreement. As between the parties, Client retains all right, title, and interest in and to the Client Marks and Client Materials.

(c) Except as explicitly set forth herein, no other rights, or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

Article XI Performance Guarantees

11.1 Marathon and Client have agreed to certain performance metrics as set forth in **Schedule B1**. If Marathon fails to achieve the performance metrics, up to ten percent (10%) of the Annual Fee paid by Client each year will be credited back to the Client in accordance with the scale provided in **Schedule B1**. Annual Fee credits shall be credited to the Client within sixty (60) days after the anniversary date of the applicable Start Date.

Article XII Indemnification and Insurance

12.1 Indemnification. Marathon (the "Indemnifying Party") shall defend, indemnify and hold harmless the Client and its respective directors, officers, employees, and agents (the "Indemnified Parties") from and against all claims, causes of action, suits, losses, damages, reasonable attorneys' fees and costs (collectively referred to in this Article XII as "Liabilities") that arise directly from or out of any third party claim asserted against any Indemnified Party alleging negligence by the Indemnifying Party or its employees or contractors in the performance of its obligations under this Agreement.

12.2 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the Term of this Agreement:

- (a) Medical malpractice liability coverage with \$5,000,000 per claim and \$5,000,000 aggregate limits;
- (b) General liability coverage with \$5,000,000 per claim and \$5,000,000 aggregate limits;
- (c) Umbrella/excess liability insurance covering professional and general liability with \$2,000,000 per claim and \$2,000,000 aggregate limits;
- (d) Technology related errors and omissions liability and cyber-liability coverage with \$5,000,000 per claim and \$5,000,000 aggregate limits;
- (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly; and
- (f) Workers' compensation and other statutory insurances as required.

It is understood and agreed by the Parties that if Marathon consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Marathon agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days' advance notice of cancellation, nonrenewal, or adverse change. Such notices shall be mailed to the Escambia County Office of Purchasing.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except medical malpractice and Workers' Compensation. Certificates of Insurance shall be provided to the Office of Purchasing prior to commencement of services hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

12.3 Client Insurance. Client shall maintain the following insurance coverages during the term of this Agreement and all renewals thereof:

- (a) General liability insurance covering Client's business operations on the premises in which the Marathon Services will be performed; and
- (b) Property and casualty coverage for all of Client's real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client's option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client's infrastructure and improvements to such space.

Article XIII Miscellaneous

13.1 Ancillary Agreements. Client agrees to execute or cause to be executed all ancillary agreements appropriate and reasonably necessary to enable the Marathon Services to be performed.

13.2 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a "Force Majeure Event"); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term "Force Majeure Event" shall include, but not be limited to, acts of God or the public enemy; expropriation or confiscation; war, rebellion, civil disturbances, sabotage, and riots; strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party hereunder; inability to obtain any local, state or federal governmental approval due to actions or omissions by any such governmental authority that were not voluntarily induced or promoted by the affected Party hereunder; and floods or unusually severe weather that could not have been reasonably anticipated, fires, explosions, and earthquakes, and other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.

13.3 Entire Agreement. The Parties acknowledge that this Agreement, including any schedules, Service Orders and addendum that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement.

As of the Effective Date, this Agreement supersedes all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein.

13.4 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, to the following addresses:

To Client: Escambia County Board of Commissioners
221 Palafox Place, Suite 420
Pensacola, FL 32502
Tel. (850) 595-4947
Attn: Janice P. Gilley, County Administrator

To Marathon: Marathon Health, LLC
Champlain Mill
20 Winooski Falls Way, Suite 400
Winooski, VT 05404
Tel - (802) 857-0400
Fax - (802) 857-0498
Attn: Jerry Ford, CEO

13.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement.

13.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by federal law. Venue for any action arising out of this Agreement shall lie exclusively in the jurisdictional courts in Escambia County, Florida.

13.7 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an appropriate officer of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.

13.8 Assignment. Neither party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the Parties and their respective successors and assigns.

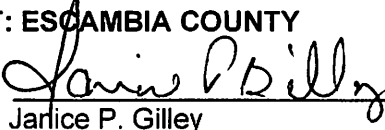
13.9 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.

13.10 Waiver. A failure or delay of either party to this Agreement to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, shall in no way be construed to be a waiver of such provision and shall not excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.

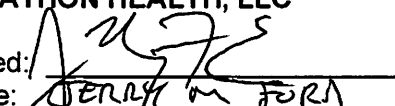
13.11 Compliance with Laws. Marathon agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment, and safety.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates under each signature.

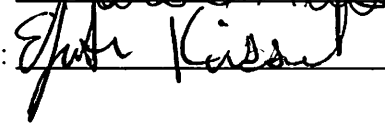
CLIENT: ESCAMBIA COUNTY

Signed: 
Name: Jarlice P. Gilley
Title: County Administrator
Date: 8.1.20

MARATHON HEALTH, LLC

Signed: 
Name: JERRY M FORD
Title: CEO
Date: 7/30/2020

Witness: 

Witness: 

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 07-15-2020

**Schedule A
DESCRIPTION OF SERVICES**

I. **Implementation Services:** Commencing on the Effective Date and continuing through the Start Date(s) indicated in **Schedule A1** (the "Implementation Period"), Marathon shall provide the following Implementation Services to Client at no additional cost:

Standard Implementation Package	Deliverables (exact media to be determined)
Pre-Kick Off Implementation Meeting	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the implementation process.
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team (from both Marathon and Client) to provide the foundation and expectations for the implementation process.
Functional Workgroup Implementation Meeting	Within 3 to 6 weeks, Marathon will provide up to 3 members of the implementation team to be onsite at the Client location for a workgroup session/meeting. Other members of the Marathon Implementation Team will join as needed by conference call.
Recruitment/Onboarding of Clinical Team	Marathon to cover the advertising cost for all staff positions and up to 2 visits to Client site to conduct initial recruitment of clinical team members.
Clinical Coverage Plan	Marathon to establish and provide coverage plan for clinical staff absences.
Clinical Training	Marathon will provide initial implementation training for all health center staff during onboarding and onsite at the health center during the go-live week. This includes travel, lodging, meals and materials for shadowing at other Marathon Health centers, orientation week and go-live week.
Communication Services	Marathon will provide the Pre-Launch Communication Program included in Schedule A .
Information Systems:	
-IT Equipment	Marathon will provide computers for each clinical team staff member, printers, copiers and one kiosk.
-IT Set Up	Marathon to provide an IT staff for set up for up to 2 days at the health center location prior to scheduled go live date.
Project Management	
-Project Manager Client site visits	Marathon will provide up to 3 onsite visits by the Project Manager during the implementation process.

-Weekly Implementation Calls	Marathon will provide weekly implementation calls with the implementation team/Client project manager during implementation process.
Health Center Set Up	
-Decor	Marathon will provide site posters and accent décor throughout health center.
-Medical Furniture	Marathon will provide exam table(s) for exam rooms, phlebotomy chair and medical stool(s).
-Supplies & Maintenance	Marathon will provide office and medical supplies (excluding prescribed medications, vaccines and durable medical equipment). Marathon will also provide medical waste management.
Virtual Services	
-Open House/Demo Day	Open House demos of virtual care clinic, Marathon information table, organize staff participation.
-Cleaning Protocol	(a) Wall hangings or 8x11 laminated sheets with simple virtual care unit cleaning procedure to be followed by patient (b) Door hanging with cleaning procedure reminder
-FAQ/What to Expect	Flyer with Virtual Care Services FAQ
-Furniture and Supplies	Marathon will provide all supplies and components necessary for the operation of the virtual care diagnostic toolkit (virtual device with locked iPad stand, digital scale, blood pressure cuff, pulse oximeter) as well as cleaning supplies.
-IT Setup	Marathon will provide care providers with access to the virtual device dashboard for each clinical staff member.

II. Marathon Services: Commencing on the applicable Start Date set forth in **Schedule A1**, Marathon shall provide the following onsite health services to Participants:

Primary Care	Description
Acute and Episodic Care	<ul style="list-style-type: none"> Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries
Management of Chronic Conditions	<ul style="list-style-type: none"> If NP/PA model - Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes. For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the Marathon Health Care Provider will work in collaboration with said provider to provide adjunct care and education to the patient. For those individuals who do not have a primary care provider, Marathon can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The Marathon Health Care Provider will work in collaboration with specialty care providers if specialty referral is indicated.
Minor Medical Procedures	<ul style="list-style-type: none"> Within Health Professionals' scope and abilities and that can be performed at the clinic with available equipment during normal operating hours.

Routine annual exams and screenings	<ul style="list-style-type: none"> Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees. Annual women’s health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.
Travel Medicine	<ul style="list-style-type: none"> Consultation with Care Provider to receive guidance on recommended immunizations, medications, and travel precautions. Vaccines can be administered in-house for most required immunization but are purchased in advance per agreement with Client, and the cost of vaccines is not included in the annual fees.

Pediatric Care	Description
Episodic care for children ages 2 and higher	Minor acute illnesses such as ear infections, upper respiratory infections, rashes, diarrhea, nausea and vomiting.
Well childcare for children ages 6 and higher	School physicals without successive immunizations (but will provide Hepatitis prevention vaccine, Tetanus, etc.), sports physicals, annual physicals, health coaching, chronic condition coaching, and administration of immunizations (if purchasing vaccines is agreed to by Client).

Supplemental Primary Care Services	Description
Lab Draws	Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite Care Provider. The cost of external lab processing is a third-party charge to Client that is not included in the annual fee. The parties agree to use the most cost-effective lab for external processing. The “ <u>Master On-Site Clinic Lab Testing List</u> ” is attached hereto as Schedule A5 .
Immunizations	Administered at no cost with Marathon’s cost of vaccine passed through as incurred.
CLIA-waived labs	Processed in-house at no cost during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Lipid Profile, Mono, Strep A, Urinalysis.

Health Maintenance and Disease Prevention	Description
Health Risk Assessment	<ul style="list-style-type: none"> Administered online or in paper version screens General health and well-being Health history including symptoms, conditions, and family history Tobacco use, alcohol use and stress levels Such assessments will be comprised of: (a) blood draws and data collection for each participant conducted by qualified and licensed personnel either at an agreed upon location or at the Clinic; (b) standard laboratory work; (c) individual report for each participant accessible via Marathon mobile app and the secure internet County portal; (d) aggregate reports of findings to Plan Administrator
Comprehensive Health Review (CHR)	<ul style="list-style-type: none"> For high risk individuals and individuals with chronic disease a CHR Online access to complete the Health History and Risk Assessment (HHRA) 1:1 consultation with the onsite Care Provider to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
Lifestyle Risk Reduction	<ul style="list-style-type: none"> For high risk individuals agreeing to follow-up with the Marathon Health Care provider as their personal health coach Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.

	<ul style="list-style-type: none"> Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies to: <ul style="list-style-type: none"> Create individualized change management plans Provide proactive support for individuals including outreach and follow up
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Chronic Condition Coaching	Description
For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)	<ul style="list-style-type: none"> Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease. Coaching, symptom monitoring, and disease education to include blood sugar, blood pressure, cholesterol, body mass index, and tobacco cessation.

Pharmaceutical Dispensing	Description
Onsite Pre-Packaged Pharmaceutical Dispensing (excluding the cost of drugs)	Onsite dispensing is currently allowed per latest review of pharmacy law but is always subject to a complete review based on the particulars of the formulary, health center staff composition and any changes to law.
Provision of Pharmaceuticals	<p>Treat common illnesses, including, but not limited to:</p> <ul style="list-style-type: none"> Infections; Hypertension; Hyperlipidemia; Diabetes; Infectious Disease (including antibiotics); Gastro esophageal/reflux disease; Asthma; and Chronic lung disease. <p>The "Master On-Site Clinic Pharmacy Fee List" is attached hereto as Schedule A6.</p>

Occupational Health Services	Description
Work-related injuries	<ul style="list-style-type: none"> First treatment of minor work-related injuries. Examples include, but are not limited to, minor strains, sprains, dermatitis, insect bites.
Routine pre-employment physicals (excludes examinations required for specific roles or job functions)	<ul style="list-style-type: none"> Includes history and physical examination. External lab processing is not included in annual fees.
Role-specific pre-employment or annual physicals*	<ul style="list-style-type: none"> Firefighter <ul style="list-style-type: none"> Includes history and physical examination, pulmonary function testing, OSHA audiometric testing and EKG. External lab processing and immunizations required are not included in annual fees. Police <ul style="list-style-type: none"> Includes history and physical examination, color vision testing, audiometry and EKG. External lab processing and immunizations required are not included in annual fees. Deputy/Cadet <ul style="list-style-type: none"> FDLE Exam Audiometry EKG Visual Screening Lab: CMP, Lipids, CBC w/Diff, UA Dipstick

	<ul style="list-style-type: none"> Regulations for both firefighter and police physicals vary by state; additional testing and necessary equipment may vary. The required testing for other role-specific pre-employment or annual physicals also varies. Additional equipment required for tests beyond those indicated are not included in the annual fees. Pre-employment physicals for various employee groups such as Police officers, head start employees and CDL license holders such as bus drivers. Physicals as needed for cardiac clearance and sleep apnea studies, as well as other personal medical conditions that need further medical clearance Marathon will keep all medical reports/test results from these referrals and utilize them prior to providing clearance to these employees/applicants
DOT physicals per Department of Transportation regulations	<ul style="list-style-type: none"> Annual Commercial Driver's License (CDL) physicals. Marathon must provide a copy of their National Registry of certified Medical Examiners certificate to validate authorization to provide this type of service
Pre-Employment Drug Test	<ul style="list-style-type: none"> Pre-employment Drug Test for all employees, Random drug tests for certain employees and post-accident or reasonable suspicion drug tests as requested. See Schedule A4 for protocols.
Audiometric testing	<ul style="list-style-type: none"> Hearing testing with threshold assessment and determination of shift from baseline over time
Respiratory fit testing	<ul style="list-style-type: none"> Physical examination to determine an individual's ability to wear a respiratory mask. Requires pulmonary function testing equipment.
Fitting of Respiratory Masks	<ul style="list-style-type: none"> Assurance that an individual's respiratory mask appropriately fits. Respiratory masks are provided by employer.

Virtual Care Solution	Description
Acute and episodic care, health coaching	<ul style="list-style-type: none"> A diagnostic care toolkit connects remote employees (geographically remote from the health center) for a real-time virtual (video and diagnostic tool-based) encounter with their Marathon Health provider. Virtual diagnostic encounters cover ambulatory care needs including heart, lung, ear, chest, throat and skin exams, with accompanying toolkit peripherals for weight, blood pressure, and pulse oximetry. Virtual preventative care/health coaching encounters through real-time connection. Available for remote Participants during the regular business hours of the health center where the Marathon Health provider is located. <i>Client will provide and maintain the equipment and environment to enable the provision of virtual care services as set forth in Schedule A3.</i>

Health Engagement System Technology Platform	Description
Health Engagement System Technology Platform (for up to 110% of the employees and spouses eligible to participate)	<ul style="list-style-type: none"> Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content Online scheduling system and secure messaging Ability to conduct acute care and health coaching telephonically and over video interface, accessible from the patient portal and mobile (subject to applicable state laws) Electronic Medical Record Ability to import encounter data from carrier to provide historical patient encounter information Integrated technologies supporting patient education and clinical workflow (e.g., clinical decision support, medication dispensing)

	<ul style="list-style-type: none"> Export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format
Claims Submission Services	<ul style="list-style-type: none"> For patients with a Health Savings Account (HSA) in a High Deductible Health Plan (HDHP), Marathon Health provides the ability to send a claim for non-preventative care visits, at an agreed upon cost, to be applied against the patient's deductible.

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

Management Reporting and Analysis	Description
Monthly client activity and trends report	Including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work, virtual services and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT-4 code, diagnoses by ICD-10 code, prescriptions written, and overall savings from operations
Annual reports including:	<ul style="list-style-type: none"> Population stratification report identifying percent of the population screened, size and nature of high-risk population and size and nature of population with chronic conditions identified through data mining and/or screening. Review of health center operations including health center volumes and patient engagement Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations, return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement. User vs. non-user medical cost analysis by visit frequency, place of service and chronic condition (required complete carrier raw data extract in specified format)
Customization	Up to 20 hours of custom reporting per year. Additional custom reporting beyond 20 hours per year will be billed as Additional Services at the rate of \$150/hour.

Participant Communications and Promotions	Description
Pre-launch multimedia communication campaign	Including site posters, events, digital communication, and mailings, customized with location-specific information. (Descriptions of clinical services are not modifiable.) See A2 for details on pre-launch communication material.
Quarterly communication campaign	Including customizable, template material to promote services. Outreach is customizable and specific to Client's needs, based on review of the population health risk stratification report.
MyHealth Report	Including email and mailings to homes to promote access to a personalized health report for all participants.
Health Promotion Catalog	Including educational sessions, group programs, health center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.
Production and Printing	The standard communication package includes all production and printing costs.

EMERGENCY RESPONSE CARE POLICY:

Client acknowledges and agrees that the Services described above do not include emergency medical care and that Care Providers will follow Marathon's Emergency Response Care Policy attached hereto as **Schedule E**.

EQUIPMENT INCLUDED IN ANNUAL FEE:

Basic medical equipment such as exam table(s), phlebotomy chair, cholestech machine(s) and small medical supplies and equipment are included.

Virtual Services Equipment- Two (2) Virtual Care Diagnostic Units will be included.

SERVICES NOT INCLUDED IN ANNUAL FEE:

- Flu vaccine and related supplies supplied at current rates.
- Pre-packaged pharmaceuticals dispensed onsite supplied at Marathon cost.
- Other prescription medications, vaccines and durable medical equipment supplied at Marathon cost.
- Additional Data Services, such as custom interfaces for uploads of prior provider data, or more than 3 ongoing activity reports.
- Mass population biometric screening fees at quoted rates. Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the Annual Fee.
- Travel costs for health clinic staff and health screeners to visit Participants at offsite locations (locations other than those regularly operated health clinic(s) included at the top of this **Schedule A**).
- Optional communication services:
 - **Focus Groups:** Onsite meetings with employees to understand their thoughts about the health clinic and document perceptions; utilize feedback in communication planning.
 - **Video Production:** Short videos to promote the services, success stories, or address concerns.
 - **Design/Production Non-Storefront Material:** Design/production of material that requires customization to currently available storefront material.

- **Mailings to homes:** Postage cost for mailing of general health center materials (excluding *MyHealth* Report) to Participants' homes, rather than distributing in the workplace.

COSTS NOT INCLUDED IN THIS AGREEMENT:

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.
- Internet connectivity and telephone service for Marathon staff.
- Other costs not specifically listed above are billed to the Client as incurred, including care provider travel between Client locations if applicable, Marathon Health support staff travel costs associated with re-location of health clinic(s), excess or customer-branded communications materials, additional data interfaces, and other unexpected third-party costs incurred as a result of service modifications requested by the Client.

**Schedule A1
ELIGIBLE PARTICIPANTS AND STAFFING**

I. Commencing on October 1, 2020 (“Start Date”) and continuing through the term of this Agreement, Marathon shall provide the Marathon Services at the Facility located at 2257 North Baylen Street, Pensacola, Florida, as follows:

(A) Marathon will provide the Marathon Services to the following eligible Participants:

Eligible Participants	Number	Comment
Employees	2409	4078 Total
Spouses	650	500 Total Estimate
Dependents	1100	1000 Total Estimate
Retirees	113	100 Total Estimate

(B) Marathon will provide the Marathon Services during the following hours:

	Monday – Friday	Saturday
Hours of Operation	Monday/Wednesday: 7:00 AM – 5:00 PM; Tuesday: 8:00 AM – 1:00 PM; Thursday/Friday: 8:00 AM – 5:00 PM.	8:00 AM – 1:00 PM

*Patients will schedule appointments for virtual care services via the patient portal or by contacting the health center. Appointments for virtual care are based on provider availability during the hours indicated above.

(C) Marathon will provide the following staffing:

(D) Staffing*	Number	Comment
Physicians	1.0 FTE	
Nurse Practitioners [Physician Assistants]	2.0 FTE	
Medical assistants	3.0 FTE	
Practice support specialists	1.0 FTE	

*The Marathon Health staffing model also assumes that each mid-level practitioner will have a collaborating physician who provides medical supervision, consultation, chart review, and quality assurance activities.

II. Additional Terms.

(A) The Parties may mutually agree to modify the Start Date indicated above to accommodate unanticipated or desired changes to the implementation timeline.

(B) The health clinic facility shall be closed for eight (8) holidays and four (4) professional development days per year.

(C) Marathon shall provide temporary staff coverage only for primary care provider absences (MDs, Pas and NPs) for normal vacation time when Participant care cannot be covered

by other Care Providers at the health clinic facility. Appointment schedules for other Care Providers will be adjusted to accommodate their absences for normal vacation time.

- (D) In the event of an unexpected Care Provider absence, the health clinic facility shall remain open and services shall continue, to the extent possible, by the other Care Providers. Up to five (5) days of such unexpected absences that result in no primary care services being provided shall be allowed per year, per health clinic facility.
- (E) If the negotiated salary for a potential staff member is greater than 5% of Marathon's assumed staff salary, and Client instructs Marathon to hire the candidate regardless of such salary, the portion of the salary which exceeds the assumed salary and the costs of any additional benefits will be passed on to Client.

**Schedule A2
PRE-LAUNCH COMMUNICATION MATERIAL**

Marathon Health shall provide the following standard pre-launch communication material, which is included in the quoted fee. Additional communication material or changes to the following beyond the standard customization will be billed as additional services pursuant to a Service Order.

Pre-Launch Deliverables	Description	Customization Available
Audit/ Strategy/ FAQ	Communication audit to understand current practices, target audience, best methods. Strategy document and FAQ/ key message document delivered based on audit results.	
Services Booklet	4 color booklet describing available services.	Company name, center name, logo, photo selection
Executive Announcement copy	Announcement copy to be delivered by the Client.	All custom
Posters	4 color, 11x17" posters, including Coming Soon, Now Open, and Confidentiality	Company name, center name, logo, photo selection
Leadership Toolkit	Presentation and FAQ document explaining business drivers to leadership audience	
Countdown Flyer Sets	Set of 6 flyers, 8.5x11", each counting down from the 6 week mark with messaging to build excitement about healthcare at work.	Company or center logo
Table Tents	Laminated, 4 color, 2 sided, 3x4" table tent cards cueing people to expect the welcome package in the mail.	Company name, center name, logo, photo selection
Welcome Package – Portal Mailer	Mailer with a laminated wallet card with health center details and information about accessing the Portal.	Company name, center name, logo, photo selection, personalized with username and password

Welcome Package – Brochure and Services Roadmap	Interactive brochure that describes services available and roadmap for accessing healthcare.	Company name, center name, logo, photo selection, hours, location, phone number, center-specific FAQ responses
Welcome Package Envelope	9x12" window envelope	Company or center logo
Magnet	4 color, business card size magnet	Company name, center name, logo, location, phone number
Open House Postcard	4x6" jumbo 4 color postcard invitation to open house	Company name, center name, logo, photo selection, hours, location, phone number, open house date and time
Slim Jim	3x8" 4 color rack card, services overview	Company name, center name, logo, photo selection, hours, location, phone number, center-specific FAQ responses
Meet the Staff	4 color, 8.5x11" flyer	Staff photos, bios, company/center name, logo, hours, location, phone number
Open House	Tours, Marathon Health information table, organize staff participation	
Open House Raffle Prize	Gift basket of wellness/health related items—fitness or healthy cooking themes	Standard
Open House Giveaways	Marathon Health branded giveaways such as pens, jump ropes, lip balm	Standard
Wall Hangings (15)	4 color, 24x36" posters (clings or framed) with health and wellness reminders and services overviews	Standard

Schedule A3 Virtual Care Technical and Facilities Requirements

Virtual Care Technical Requirements:

- An internet connection – broadband wired or wireless (3G or 4G/LTE)
- Speakers and a microphone – built-in or USB plug-in or wireless Bluetooth or phone available to member to use along with computer.

Note: Client will inform Marathon implementation team whether phone lines are recorded.

- Computer with webcam or HD webcam – built-in or USB plug-in or, an HD cam or HD camcorder with video capture card

Virtual Acute Care Facilities & IT Requirements:

Privacy and Room Requirements: The Virtual Care device must be located in a private room. Sound proofing in and above the walls of the room where virtual acute care appointments will occur is strongly recommended. Insulation in and above the walls is recommended.

Infrastructure and IT requirements (provided by client):

- Power requirements: 2-Dual 110 power on walls: Virtual care device must be plugged in when not in use.
- Phone/data requirements: 1 data drop. Customer to supply a phone for the room
- Wi-Fi Network Requirements: The TytoCare platform works with wireless networks utilizing the WPA2 Personal (PSK) or Enterprise (IEEE 802.1X) security protocol and transmitting over the 2.4 GHz frequency band.
- Network firewall requirements as described in the Tytocare Platform Overview provided to Client prior to the Effective Date

Furniture and Supplies: Marathon provides all components of the virtual care diagnostic toolkit (TytoClinic with locked iPad stand, digital scale, blood pressure cuff, pulse oximeter) as well as cleaning supplies. The Client is responsible for providing a table and chair for the patient.

Cleaning: Marathon provides cleaning supplies (70% alcohol wipes) to be used on the virtual care device at every appointment. (Provider oversees established cleaning protocol via the video interface.) The Client facilities team, or a designated Client team member, is responsible for checking on the virtual care device to make sure it is clean and all components are located with the device. If restock of alcohol wipes is needed, the Marathon account manager should be notified.

Device Software Updates: Client's IT team, or a designated team member, shall be responsible for checking on the virtual care device to make sure that software updates occur between patient visits. (IT team member must power on the device and allow the software update to occur over a few minutes – recommended for this to be done monthly.)

Signage: Marathon will produce promotional and instructional signage for the virtual care device. The Client facilities team is responsible for hanging any decorations in the room, and the promotional or instructional signage for the virtual care service.

Schedule A4
Pre-employment / Post Accident / Reasonable Suspicion
Drug and Alcohol Screening Protocols

Medical Review Officer

- Upon Client's request, Marathon will perform pre-employment drug tests for employees, Random drug tests for certain employees, and post-accident or reasonable suspicion drug tests for employees on an as-needed basis.
- Marathon will provide a copy of its National Registry of Certified Medical Examiners certificate to validate authorization to provide this type of service. Client will verify certificates submitted through the NRCME database. Marathon will utilize the services of a Medical Review Officer (MRO) who is certified by the American Association of Medical Review Officers. Although the MRO does not have to be licensed in Florida, the MRO must comply with the turn-around times, may be required to provide testimony in legal proceedings, and must comply with any and all requirements of the Escambia County Drug Testing Policy and the Drug Free Workplace Act. The geographical location of the MRO does not relieve him/her of meeting all requirements at no additional cost to Client. The MRO shall be bilingual (English & Spanish) or have translation services available at no additional cost.
- Marathon must meet Chain of Custody Protocols and SAMHSA/DOT & Florida Drug-Free Workplace Act requirements with designated areas for drug and alcohol testing.
- Marathon shall post signage and provide instruction as to Client protocol for drug testing that instructs patients to not leave the waiting room once they have signed in or they will be considered positive.
- In addition, Marathon shall clearly communicate what time the last drug testing patient may sign-in for services, allowing a 3-hour window from the time they sign-in to allow for shy bladder protocol, in the event it is needed. Marathon staff is expected to be trained in the protocol to ensure adherence to Client protocol.

Specifications for Drug and Alcohol Screening

1. Marathon shall test collected urine samples for ten (10) panels, including: Amphetamines, Barbiturates, Benzodiazepines, Cocaine, Cannabinoids, Methaqualone, Opiates, Phencyclidine, Methadone, and Propoxyphene.
2. For candidates or employees with end-stage renal disease, the same 10-panel test above may be performed in the most cost-effective means available, other than urine testing. A. Candidate/employee must provide medical documentation. B. Prior approval from Risk & Benefits Management contact is required before service can be provided.
3. Specimens shall be tested by EMIT (Enzyme Multiplied Immunoassay Techniques), RIA (Radioimmunoassay), or Toxiscreen. All positive results shall be confirmed by GC/MS.
4. Except where noted, all drug test screenings will be performed at the health clinic facility. Marathon will ensure that appropriate private facilities to conduct these tests are available, including a locked, secured box, etc. for private articles.
5. Notification of Test Results. The following criteria are required thresholds for results of designated tests:

- a. Negative drug testing results – 48-hour testing turnaround.
 - b. Positive drug testing results – 72-hour testing turnaround for positive drug screens. Upon request of the awarded vendor(s), employees will be given a maximum of five (5) calendar days to provide copies of valid prescription(s).
 - c. Blood Alcohol testing results – 72-hour testing turnaround.
6. Marathon will promptly notify the County via email of a preliminary positive test result to ensure the safety of staff and the general public and compliance with policies and applicable laws and regulations.
 7. If Marathon is unable to contact the employee post-test, Marathon must promptly notify Client staff to facilitate communication.

Drug Testing Laboratory

Marathon must be contracted with a laboratory for drug screening that is currently certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the Agency of Health Care Administration (AHCA) of the State of Florida.

1. Laboratory must be licensed in the State of Florida and actively engaged in providing the laboratory testing services specified herein. A copy of the license will be provided to the County.
2. Marathon will also provide proof of all current licenses and permits granted by governmental agencies (ID numbers and expiration dates), including proof of licensing in compliance with the interstate Clinical Laboratory Improvement Act of 1967.
3. Laboratory must be certified as well as licensed by the appropriate state/federal agency. Laboratory must be in compliance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs. The laboratory must also be licensed and approved by the Agency for Health Care Administration in accordance with Section 112.0455, Florida Statutes, (The Drug Free Workplace Act Worker's Compensation Rules) and by the Substance Abuse and Mental Health Services Administration.
4. Laboratory must be accessible Monday through Friday from 8:00 a.m. – 5:00 p.m.
5. Laboratory must provide pick-up from designated collection site(s) in Escambia County and must transport specimens according to specified chain of custody protocol.
6. Positive results for drug tests must be reported to a MRO within 24 hours upon receipt of the specimen for initial positive tests and within 48 hours for reporting GC/MS results.
7. Laboratory staff members, including a qualified forensic toxicologist, must hold appropriate professional licenses and certifications and be qualified to testify in administrative /disciplinary proceedings.
8. A litigation support package must be submitted to the provider for defense of chain of custody integrity and laboratory procedures for drug abuse. Supporting documentation regarding the integrity of the chain of custody and the toxicologist's verification of results

for all GC/MS positive results must be received by the provider within five working days of a positive result being obtained/reported.

9. The laboratory must have a quality assurance and control program in accordance with the Florida Drug-Free Work Place Act.
10. If disputes over laboratory findings occur, laboratory must provide pathological/toxicological/technical consultative services to the provider no later than 24 hours after request.
11. STAT lab services must be provided upon request.
12. Retests due to laboratory error (i.e., defective equipment, incorrect analysis, misinterpretation, etc.) must be performed at no charge to the COUNTY.
13. Quality control records, maintenance, calibration records, procedure manuals, licenses, log (work) sheets, etc., must be made available for review upon request.
14. Laboratory must provide information regarding a "back-up" laboratory should mechanical/technical difficulties arise. This lab must meet all the same bid/licensure/certification requirements and provide results within the same time frame.

**Schedule A5
MASTER ON-SITE CLINIC LAB TESTING LIST**

ITN 20C-019V Clinic Lab Fees	
Master On-site Clinic Lab Testing List	
Test Name	Cost per unit
Urinalysis	no cost performed in-house
Pregnancy Test, Urine	no cost performed in-house
COMPREHENSIVE METABOLIC PANEL (10231)	\$4.60
TSH W/REFLEX TO FT4 (36127)	\$7.00
Hemoglobin A1c	no cost performed in-house
CBC (INCLUDES DIFF/PLT) (6399)	\$3.75
Lipid Panel (In-house)	no cost performed in-house
HEMOGLOBIN A1c (496)	no cost performed in-house
LIPID PANEL (7600)	no cost performed in-house
Glucose (finger stick)	no cost performed in-house
Hemoglobin	\$3.50
CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	\$44.00
CULTURE, URINE, ROUTINE [395]	\$8.50
THINPREP PAP RFX HR HPV (92085)	\$71.50
VITAMIN D, 25-HYDROXY, LC/MS/MS (17306)	\$23.00
MICROALBUMIN, RANDOM URINE (W/CREATININE) (6517)	\$10.80
HEPATIC FUNCTION PANEL (10256)	\$5.00
HIV AB, HIV 1/2, EIA, WITH REFLEXES (19728)	\$20.50
HELICOBACTER PYLORI AG, EIA, STOOL (34838)	\$62.00
URINALYSIS, COMPLETE (5463)	\$5.00
RPR (DX) W/REFL TITER AND CONFIRMATORY TESTING (36126)	\$4.50
FERRITIN (457)	\$6.90
TSH (899)	\$6.10

ITN 20C-019V Clinic Lab Fees	
Master On-site Clinic Lab Testing List	
Test Name	Cost per unit
SED RATE BY MODIFIED WESTERGREN (809)	\$4.80
ANA IFA SCREEN W/REFL TO TITER AND PATTERN, IFA (249)	\$9.30
(urine)CHLAMYDIA/N. GONORRHOEAE RNA, TMA (11363)	\$44.00
CBC (H/H, RBC, INDICES, WBC, PLT) (1759)	\$3.75
IRON AND TOTAL IRON BINDING CAPACITY (7573)	\$8.60
RHEUMATOID FACTOR (4418)	\$5.50
Urine Dipstick	no cost/performed in-house
CULTURE, GENITAL (4558)	\$13.60
THINPREP TIS PAP RFX HPV (58316)	\$33.00

CLIA waived tests listed above shall be provided by Marathon at no cost.

The cost per unit for lab tests listed above may not exceed the cost per unit provided above without prior approval by the County.

The Master On-Site Clinic Lab Testing List shall be subject to an annual review by the parties.

Schedule A6
MASTER ON-SITE CLINIC PHARMACY FEE LIST

ITN 20C-019V			
Clinic Pharmacy Fees			
Master On-site Clinic Pharmacy List			
Brand Name/Use	Generic Name	Dosage	Cost per unit
ACID CONTROLLER	FAMOTIDINE	30 x 20MG TAB	\$5.49
ALBUTEROL SULFATE	ALBUTEROL SULFATE	3 x 2.5MG/3ML VIAL ML	provided as an in- house treatment at no cost or \$7.59 as a dispensed RX
ALLERGY RELIEF	DIPHENHYDRAMINE HCL	30 x 25MG CAP	\$6.24
ALLER-TEC	CETIRIZINE HCL	90 x 10MG TAB	\$11.95
ALYACEN 7/7/7	NORETHINDRONE-ETHINYL ESTRAD	28 x 7 DAYS X 3 TAB	\$10.45
AMARYL	GLIMEPIRIDE	90 x 4MG TAB	\$29.10
AMITRIPTYLINE HCL	AMITRIPTYLINE HCL	30 x 25MG TAB	\$10.73
AMOX TR-POTASSIUM CLAVULANATE	AMOXICILLIN/POTASSIUM CLAV	100 x 400- 57MG/5 SUSP ML	\$16.47
AMOXICILLIN	AMOXICILLIN	100 x 400MG/5ML SUSP ML	\$5.85
AMOXICILLIN	AMOXICILLIN	30 x 500MG CAP	\$7.46
AMOXICILLIN	AMOXICILLIN	150 x 250MG/5ML SUSP ML	\$6.89
AMOXICILLIN	AMOXICILLIN	20 x 875MG TAB	\$6.12

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Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
ANTIBIOTIC EAR SUSPENSION	NEOMYCIN/POLYMYXIN B/HYDROCORT	10 x 3.5-10K-1 DROP ML	\$31.37
ANTI-DIARRHEAL	LOPERAMIDE HCL	15 x 2MG CAP	\$8.37
ANTIFUNGAL	CLOTRIMAZOLE	30 x 1% CREAM CREA GM	\$5.36
AUGMENTIN	AMOXICILLIN/POTASSIUM CLAV	20 x 875-125MG TAB	\$15.34
BACTROBAN	MUPIROCIN 2% 22GM	22 x 2% 22GM OINT GM	\$7.94
BIAXIN	CLARITHROMYCIN	20 x 500MG TAB	\$27.17
BICILLIN L-A	PENICILLIN G BENZATHINE	10 x 1.2MM/2ML SYRI ML	\$187.73
BLEPH-10	SULFACETAMIDE SODIUM	15 x 10 % DROP ML	\$41.72
BONINE	MECLIZINE HCL	30 x 25MG TAB CHEW	\$4.29
CARDURA	DOXAZOSIN	30 x 4MG	\$15.27
CELEXA	CITALOPRAM HYDROBROMIDE	30 x 20MG TAB	\$4.78
CEPHALEXIN	CEPHALEXIN	100 x 250MG/5ML SUSP ML	\$20.80
CHILD IBUPROFEN	IBUPROFEN	120 x 100MG/5ML ORAL ML	\$8.06
CHILDREN'S NON-ASPIRIN	ACETAMINOPHEN	120 x 160MG/5ML LIQU ML	\$4.15
CIPRO	CIPROFLOXACIN HCL	14 x 500MG TAB	\$8.24
COZAAR	LOSARTAN POTASSIUM	90 x 100MG TAB	\$25.89
COZAAR	LOSARTAN POTASSIUM	90 x 50MG TAB	\$20.72

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Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
DEPO-PROVERA	MEDROXYPROGESTERONE ACETATE	1 x 150MG/ML VIAL ML	\$76.19
DIFLUCAN	FLUCONAZOLE	1 x 150MG TAB	\$5.55
DIPHEDRYL	DIPHENHYDRAMINE HCL	120 x 12.5MG/5ML LIQU ML	\$5.19
ELIMITE	PERMETHRIN	60 x 1% LOT GM	\$56.06
FERROUSUL	FERROUS SULFATE	100 x 325(65)MG TAB	\$4.35
FLAGYL	METRONIDAZOLE	14 x 500MG TAB	\$7.81
FLEXERIL	CYCLOBENZAPRINE HCL	21 x 10MG TAB	\$4.28
FLOMAX	TAMSULOSIN HCL	30 x 0.4MG CAP	\$11.23
FLONASE	FLUTICASONE PROPIONATE	16 x 50MCG SPR GM	\$9.99
FLOVENT HFA	FLUTICASONE PROPIONATE	12 x 110MCG AER GM	\$273.07
GAS RELIEF 80	SIMETHICONE	30 x 80MG TAB CHEW	\$3.94
GLUCOPHAGE	METFORMIN HCL	180 x 1000MG TAB	\$11.07
GLUCOPHAGE ER	METFORMIN HCL ER	90 x 500MG TAB	\$7.94
GLUCOTROL	GLIPIZIDE	30 x 10MG TAB	\$5.04
HYDROCHLOROTHIAZIDE	HYDROCHLOROTHIAZIDE	90 x 25MG TAB	\$6.33
HYDROCORTISONE	HYDROCORTISONE	30 x 2.5% CRM GM	\$43.06
HYDROXYZINE HCL	HYDROXYZINE HCL	20 x 25MG TAB	\$6.41

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Clinic Pharmacy Fees

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
IMITREX	SUMATRIPTAN SUCCINATE	9 x 50MG TAB	\$7.34
KEFLEX	CEPHALEXIN	40 x 500MG CAP	\$10.69
LAMISIL	TERBINAFINE HCL	30 x 250MG TAB	\$11.41
LANTUS	INSULIN GLARGINE,HUM.REC.ANLOG	10 x 100/ML VIAL ML	\$300.20
LEVAQUIN	LEVOFLOXACIN	10 x 500MG TAB	\$7.39
LEXAPRO	ESCITALOPRAM OXALATE	90 x 10MG TAB	\$14.82
LIPITOR	ATORVASTATIN CALCIUM	90 x 40MG TAB	\$15.30
LOPID	GEMFIBROZIL	30 x 600MG	\$7.62
LOPRESSOR	METOPROLOL TARTRATE	30 x 50MG TAB	\$5.34
LUTERA	LEVONORGESTREL-ETHIN ESTRADIOL	28 x 0.1-0.02 TAB	N/A
MACRODANTIN	NITROFURANTOIN MACROCRYSTAL	28 x 100MG CAP	\$31.76
METROGEL-VAGINAL	METRONIDAZOLE	70 x 0.75 % GEL GM	\$106.52
MOTION SICKNESS	MECLIZINE HCL	20 x 25MG TAB	\$4.29
MOTRIN	IBUPROFEN	30 x 800MG TAB	\$6.91
MUCINEX DM	GUAIFENESIN/DEXTROMETHORPHAN	20 x 600MG- 30MG TAB	\$6.34
NAPHCON-A	NAPHAZOLINE HCL/PHENIRAMINE	1 x 0.025- 0.3% DROP ML	\$12.10
NAPROSYN	NAPROXEN	30 x 500MG TAB	\$6.64
NASAL DECONGESTANT	OXYMETAZOLINE HCL	15 x 0.05 % SPR ML	\$4.28

**ITN 20C-019V
Clinic Pharmacy Fees**

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
NEURONTIN	GABAPENTIN	90 x 100MG CAP	\$6.82
NOBLE FORMULA HC	HYDROCORTISONE	30 x 1% CRM GM	\$5.60
NON-ASPIRIN EXTRA STRENGTH	ACETAMINOPHEN	30 x 500MG TAB	\$3.94
NORVASC	AMLODIPINE BESYLATE	90 x 5MG TAB	\$4.75
NYSTATIN	NYSTATIN	30 x 100,000 UNIT CRM GM	\$13.05
OYSTERCAL-D	CALCIUM CARBONATE/VITAMIN D3	60 x 500MG- 400 TAB CHEW	\$5.25
PENICILLIN V POTASSIUM	PENICILLIN V POTASSIUM	28 x 500MG TAB	\$6.26
PEPCID	FAMOTIDINE	30 x 40MG TAB	\$6.31
PREDNISONE	PREDNISONE	30 x 10MG TAB	\$8.07
PRELONE	PREDNISOLONE	15MG/5ML 60 SOLN	\$42.96
PRILOSEC	OMEPRAZOLE	90 x 20MG CAP	\$9.15
PRINIVIL	LISINOPRIL	90 x 20MG TAB	\$7.96
PROAIR HFA	ALBUTEROL SULFATE	8.5 x 90MCG HFA GM	\$39.35
PROMETHAZINE HCL	PROMETHAZINE HCL	30 x 25MG	\$6.65
PROZAC	FLUOXETINE HCL	30 x 20MG CAP	\$4.50
ROMYCIN	ERYTHROMYCIN BASE	3.5 x 5MG/GRAM OINT GM	\$46.48
SEPTRA DS	SULFAMETHOXAZOLE/TRIMETHOPRIM	14 x 800- 160MG TAB	\$5.49

**ITN 20C-019V
Clinic Pharmacy Fees**

Master On-site Clinic Pharmacy List

Brand Name/Use	Generic Name	Dosage	Cost per unit
SINGULAIR	MONTELUKAST SODIUM	30 x 10MG TAB	\$9.49
ST. JOSEPH ASPIRIN	ASPIRIN	120 x 81MG TAB	\$4.23
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 125MCG TAB	\$17.41
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 75MCG TAB	\$15.52
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 100MCG TAB	\$15.66
SYNTHROID	LEVOTHYROXINE SODIUM	30 x 50MCG TAB	\$12.59
TEARS NATURALE	DEXTRAN 70/HYPROMELLOSE	15 x DROP ML	N/A
TENORMIN	ATENOLOL	90 x 50MG TAB	\$9.78
TRAZODONE HCL	TRAZODONE HCL	30 x 100MG TAB	\$10.34
TRIAMCINOLONE ACETONIDE	TRIAMCINOLONE ACETONIDE	15 x 0.5% CRM GM	\$9.25
TUSSIN DM	GUAIFENESIN/DEXTROMETHORPHAN	120 x 100- 10MG/5 SYRU ML	\$6.34
VIBRAMYCIN	DOXYCYCLINE HYCLATE	20 x 100MG CAP	\$13.51
WELLBUTRIN SR	BUPROPION HCL	60 x 150MG TAB	\$33.75
XULANE	NORELGESTROMIN/ETHIN. ESTRADIOL	3 x 150- 35/24H PATC	\$219.45
ZESTORETIC	LISINOPRIL/HYDROCHLOROTHIAZIDE	90 x 20MG- 25MG TAB	\$8.98
ZESTRIL	LISINOPRIL	90 x 40MG TAB	\$8.50
ZESTRIL	LISINOPRIL	90 x 10MG TAB	\$5.84

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Clinic Pharmacy Fees			
Master On-site Clinic Pharmacy List			
Brand Name/Use	Generic Name	Dosage	Cost per unit
ZITHROMAX	AZITHROMYCIN	6 x 250MG TAB	\$5.74
ZOCOR	SIMVASTATIN	90 x 40MG TAB	\$8.15
ZOCOR	SIMVASTATIN	90 x 20MG TAB	\$6.58
ZOFRAN ODT	ONDANSETRON	10 x 8MG TAB	\$5.37
ZOLOFT	SERTRALINE HCL	30 x 50MG TAB	\$4.30
ZOVIRAX	ACYCLOVIR	35 x 800MG TAB	\$14.89
ZYLOPRIM	ALLOPURINOL	30 x 300MG TAB	\$16.07

The cost per unit for medications listed in the formulary above may not to exceed the cost per unit provided above without prior approval by the County.

Marathon may not dispense medications that are not listed in the formulary above without prior approval by the County.

Narcotic medications may not be prescribed or dispensed.

Only FDA approved generic drugs may be prescribed and dispensed.

The Master On-Site Clinic Pharmacy Fee List shall be subject to an annual review by the Parties.

**Schedule B
FEES AND PAYMENT SCHEDULE**

Implementation Fee. Marathon agrees to waive the Implementation Fee for the Services described in Section 1 of Schedule A and A2 in the amount of \$55,875.69 (the "Implementation Fee").

Annual Fee. Marathon will provide the Marathon Services as detailed in Section II of Schedule A and Schedules A1 - A6 for the Annual Fee set forth below. Commencing on the Start Date, Marathon will invoice Client monthly for 1/12 of the following Annual Fee:

Escambia County Annual Fee.....\$1,026,676.95

Fees for Optional Services. Marathon will bill Client for the following optional services as follows:

Onsite Pre-Packaged Pharmaceuticals At cost
For drugs paid for directly by the Client. No additional fees are charged for drugs paid for by patients or through health plan claims.

Flu vaccinations At current rates
Includes the acquisition of the vaccine and supplies for administering in the health center by existing staff (excludes the administering through a mass flu clinic).

Additional Services..... At current rates
Fees for services requested outside the scope outlined in Schedule A will be billed at Marathon's then current standard rates and may require authorization via a Service Order executed by the Client. Additional service days onsite are billed at a minimum of eight (8) hours per day for each day requested, and Client shall reimburse Marathon for all out-of-pocket expenses incurred in connection with the services, including travel expenses. Marathon will use reasonable efforts to adhere to Client's travel reimbursement policy, if provided by Client.

At Risk Fees and Pay for Performance

10% of the Annual Service Fees are "at-risk" to Marathon Health and are subject to achieving the performance metrics outlined in the Marathon Health Pay for Performance Plan summarized in Schedule B1.

**Schedule B1
PAY FOR PERFORMANCE PLAN
Triple Aim**

Ten percent (10%) of the Annual Fees (“At-Risk Amount”) remitted by Client following the applicable Start Date set forth in **Schedule A1** of this Agreement are “at-risk” and will be subject to Client credits as detailed below in the event that the following metrics are not met.

YEAR 1 PERFORMANCE METRICS

	Year 1
Successfully opening the clinic on time	2.0%
Managing the first year budget	1.0%
Engaging Client Employees	1.0%
Client Satisfaction	1%
Patient Satisfaction	1.0%
Retain hired clinic staff for at least 12 months	2.0%
Timely Reporting	2.0%
Total	10.0%

Year 1 will measure the success of staffing, timely opening, employee engagement efforts of Marathon, and satisfaction measures of all clinic stakeholders.

Successfully opening the clinic on time

On-time clinic opening means the health center will be ready to see patients on the date specified in the project plan agreed to at the project kick-off. Any delay requested or caused by Client shall add time to the timeline and shall not result in a credit to Client for this metric. Client delays may include facility issues, candidate scheduling issues, or other issues beyond Marathon’s control.

Managing the Year 1 budget

Managing the budget means that year end base fees will be at specified contract amounts and any additional costs related to vaccines, any non-fixed fee events, activities, or supplies will be approved in advance by the client or waived as part of a standing order.

Engaging Participants

Engaging participants means that 50% of the employees and their dependents, living within a 10-mile radius accessed the clinic at least one time within 12 months from Start Date.

Client Satisfaction

This means that 90% of client specified reviewers will rate that they are satisfied with the overall Marathon services.

Patient Satisfaction

This means that 90% of patients will rate that they are satisfied or very satisfied with the overall Marathon services.

The following table represents the portion of the assigned scoring to the Client and Patient satisfaction results.

% of Employees Satisfied or Very Satisfied	% of At-Risk Amount
90+%	0% credited to the Client
85+%	50% credited to the Client
80+%	75% credited to the Client
< 80%	100% credited to the Client

The Patient Satisfaction calculations will be based upon Marathon surveys conducted by Marathon within sixty (60) calendar days of the anniversary of the applicable Start Date.

Retain hired clinic staff for at least 12 months

Retaining staff means that Marathon will retain hired clinic staff for a minimum of 12 months after the Start Date. Any Doctor and Nurse Practitioner who resigns before a minimum of 12 months will result in Marathon forfeiting the at-risk fees for this metric and Client will receive a credit for this metric. Changes to hours of the clinic staff may reset the 12-month rule if existing staff choose to leave because of the change in hours, with 12-month rule commencing with the first day of hire of new staff.

Timely Reporting

Timely reporting means that monthly reports will be delivered no later than 3 weeks following the close of the previous month and year-end reports will be delivered no later than 3 months following the anniversary of the Start Date.

YEAR 2 -YEAR 5 PERFORMANCE METRICS

	Year 2	Year 3	Year 4	Year 5
Improving Patient Satisfaction	1.0%	1.0%	1.0%	1.0%
Improving the Health of the Population	2.0%	2.0%	2.0%	2.0%
Reducing the Per Capita Cost	7.0%	7.0%	7.0%	7.0%
Total	10%	10%	10%	10%

IMPROVING THE PATIENT EXPERIENCE – PATIENT SATISFACTION

Marathon's Performance

Participants will rate whether they are satisfied with their overall experience with Marathon Health using satisfaction surveys.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Improving the Patient Experience (indicated above) will be credited back to the Client in accordance with the following scale:

% of Participants Satisfied or Very Satisfied	% of At-Risk Amount
90+%	0% credited to Client
85+%	50% credited to Client
80+%	75% credited to Client
< 80%	100% credited to Client

The patient satisfaction calculations for Year 2-Year 5 will be based upon surveys conducted by Marathon within sixty (60) calendar days of the end of the second anniversary of the Start Date and each anniversary thereafter.

IMPROVING THE HEALTH OF THE POPULATION – HEALTH OUTCOMES

Marathon's Performance

Participants with the following risk conditions will achieve health improvements as follows:

		% of Participants with the Condition that Achieve the Results				
	Eligible Participants with the Following Conditions	Will Achieve the Following Results	Minimum target for Year 2	Minimum target for Year 3	Minimum Target for Year 4	Minimum Target for Year 5
1	Systolic BP >= 140	Reduce by 12 mmHg or normal	35.0%	37.5%	40.0%	40.0%
2	Diastolic BP >= 90	Reduce by 5 mmHg or normal	35.0%	37.5%	40.0%	40.0%
3	Glucose > 100	Reduce 15% or normal	15.0%	17.5%	20.0%	20.0%
4	Tot. Cholesterol > 200	Reduce 10% or normal	15.0%	17.5%	20.0%	20.0%
5	LDL Cholesterol > 160	Reduce 10% or normal	15.0%	17.5%	20.0%	20.0%
6	HDL Cholesterol M<40, F<50	Increase 10% or normal	15.0%	17.5%	20.0%	20.0%
7	Triglycerides > 200	Reduce 20% or normal range	35.0%	37.5%	40.0%	40.0%
8	Overweight / Obesity	Reduce weight 5% or BMI normal	3.0%	4.0%	5.0%	5.0%
9	Smokers	Quit for at least 90 days	3.0%	4.0%	5.0%	5.0%

% of Participants with the Condition that Achieve the Results	
---------------------------------------------------------------	--

Eligible Participants with the Following Conditions	Will Achieve the Following Results	Minimum target for Year 2	Minimum target for Year 3	Minimum Target for Year 4	Minimum Target for Year 5
Participants Under Marathon's Care with the Following conditions	Will Achieve the Following Results	Minimum target for Year 2	Minimum target for Year 3	Minimum Target for Year 4	Minimum Target for Year 5
10 Diabetics	Maintain average Hemoglobin A1C <= 7.5	20.0%	22.5%	25.0%	25.0%
11 Diabetics	At the standard of care (or not applicable) for 5 out of 6: <ul style="list-style-type: none"> • Pneumococcal at least once • Influenza • Hepatitis B at least once • Self-Glucose Monitoring OR Hemoglobin A1c Result exists at least 2 times per 12-month period • Foot Exam • Eye Exam 	75.0%	75.0%	75.0%	75.0%
12 Asthmatics	At the standard of care (or not applicable) for 5 out of 7: <ul style="list-style-type: none"> • Influenza • Pneumococcal at least once • Use of inhaled corticosteroid for those with persistent Asthma • Asthma Action Plan • Use of a short acting bronchodilator • Spirometry resulted • Medications appropriate for severity 	75.0%	75.0%	75.0%	75.0%

The look-back period for calculating population health outcomes will be the preceding twelve (12) months.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Improving the Health of the Population (indicated in the table above) will be credited back to the Client in accordance with the following scale:

# of Categories from the Above Table for which the Minimum Target was Reached	% of At-Risk Amount
9-11	0% credited to Client
5-8	50% credited to Client
2-4	75% credited to Client
< 2	100% credited to Client

REDUCING THE PER CAPITA COST – REDUCE PMPM COST TREND

Marathon's Performance

Client's expected "per member per month" (PMPM) medical claims cost for the eligible population, net of fees paid to Marathon, will be reduced as follows:

Prior to the Start Date, the parties will compute the Expected Medical Claims Costs as follows:

- Client's Expected PMPM Medical Claims Cost for the eligible population for Year 1 is agreed upon by the parties. For individuals with claims costs above \$75,000, the amount over \$75,000 will be removed from the calculation.
- Expected Year 2 PMPM Medical Claims Cost is computed by increasing Expected Year 1 PMPM Cost by 6% for medical trend.
- Expected Year 3 PMPM Medical Claims Cost is computed by increasing Expected Year 2 PMPM Cost by 6% for medical trend.
- Expected Year 4 PMPM Medical Claims Cost is computed by increasing Expected Year 3 PMPM Cost by 5.8% for medical inflation.
- Expected Year 5 PMPM Medical Claims Cost is computed by increasing Expected Year 4 PMPM Cost by 5.8% for medical inflation.

The parties will compute the Actual Gross Reduction and the Actual Net Reduction Percentage as follows:

- The Actual PMPM Medical Claims Cost for each year is obtained and compared to the Expected PMPM Medical Cost to arrive at the Actual Gross Reduction. For individuals with claims costs above \$75,000, the amount over \$75,000 will be removed from the calculation.
- The Actual Gross Reduction is decreased by the PMPM fee paid to Marathon to arrive at the Actual Net Reduction. The Actual Net Reduction is divided by the Expected PMPM Medical Claims Cost for the year to determine the Actual Net Reduction Percentage.

Annual Fee Credits

The portion of the At-Risk Amount attributable to Reducing the Per Capita Cost will be credited back to the Client in accordance with the following scale:

Variance of Actual Net Reduction Percentage from the Net Reduction Target	Percentage of At-Risk Amount
+/-1% (e.g. 5+% reduction vs. a 6% target)	0% credited to Client
1%-3% under (e.g. 3%-5% reduction vs. a 6% target)	50% credited to Client
3%-5% under (e.g. 1%-3% reduction vs. a 6% target)	75% credited to Client
5+% under (e.g. 1-% reduction vs. a 6% target)	100% credited to Client

Sample Variance of Actual Net Reduction Percentage from the Net Reduction Target							Percentage of At-Risk Amount
Sample Baseline year: 2021	407.2						
		Sample Baseline year: 2021	Year 2	Year 3	Year 4	Year 5	
Sample Expected Trend			6%	6%	5.80%	5.80%	
Sample Target PMPM Trend	\$ 407.20	\$ 431.63	\$ 457.53	\$ 484.07	\$ 512.14		
Sample maximum PMPM with a 5+% reduction target vs. 6% trend 22/23 and 5.8% trend 24/25	\$ 407.20	\$ 411.27	\$ 415.38	\$ 418.71	\$ 422.06		0% credited to Client
Sample maximum PMPM with a 3-5% reduction target vs. 6% trend 22/23 and 5.8% trend 24/25	\$ 407.20	\$ 419.42	\$ 432.00	\$ 444.09	\$ 456.53		50% credited to Client
Sample maximum PMPM with a 1-3% reduction target vs. 6% trend 22/23 and 5.8% trend 24/25	\$ 407.20	\$ 427.56	\$ 448.94	\$ 470.49	\$ 493.07		75% credited to Client
Sample maximum PMPM with a 1-% reduction target vs. 6% trend 22/23 and 5.8% trend 24/25	\$ 407.20	\$ 435.70	\$ 466.20	\$ 497.91	\$ 531.76		100% credited to Client

Requirements of Client

Notwithstanding the above, if the Client does not fulfill any of the following requirements for any of the three dimensions during a given year, then no fee credit will be due to the Client for that dimension for such year:

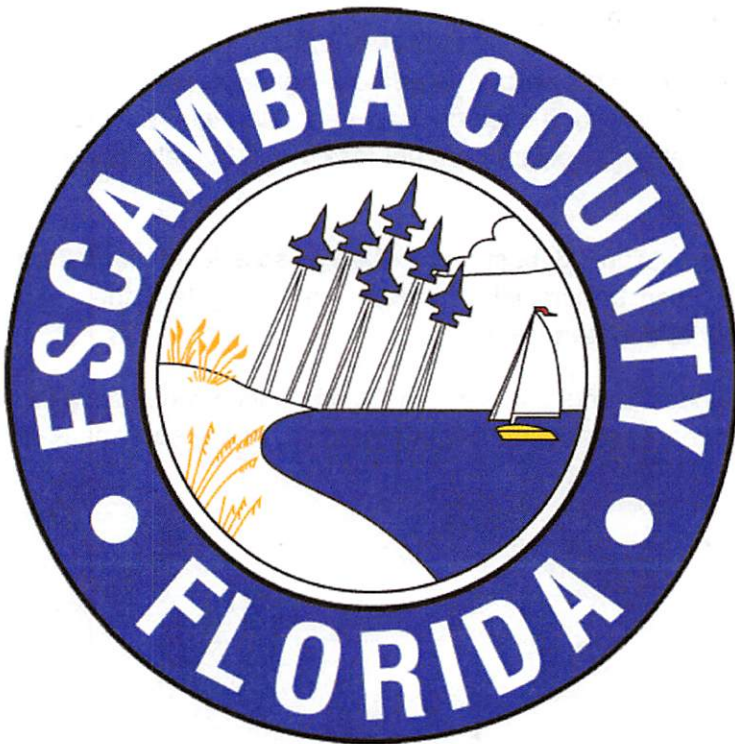
- Facilitate an annual electronic satisfaction survey of participants within sixty (60) calendar days of the anniversary of the Start Date. Marathon will provide Client with written notification to complete this requirement not less than 120 calendar days prior to the anniversary of the Start Date.
- For use of the health center, if the Client requires high co-payments from participants, requires employees to “punch out”, locates the health center offsite, or has other significant restrictions on its use, then a minimum of 30% of the eligible population must have at least one acute care or health coaching visit in the clinic during each contract year.
- Provide information on PMPM medical claims cost and large cost claimants of \$75,000 or above for at least the two (2) years immediately preceding the Start Date.
- Provide the expected PMPM medical claims cost for Year 1 reflective of the impact of any health plan design changes for that year. For individuals with claims costs above \$75,000, the amount over \$75,000 will be removed from the calculation.
- Provide information on PMPM medical claims cost and large cost claimants of \$75,000 or above within sixty (60) calendar days of the end of each contract year. Marathon will provide Client with written notification to complete this requirement not less than 120 calendar days prior to the anniversary of the Start Date.
- The medical claims data referred to in Section 6.6 must be received as scheduled. Marathon will provide Client with written notification to complete this requirement not less than 120 calendar days prior to the anniversary of the Start Date.
- Client must utilize Marathon branded or co-branded material in the pre-launch communication as described in **Schedule A2**. Client must provide prior written approval of any such material before it may be distributed by Marathon.

Schedule C
MARKS

Marathon Marks:

Marathon
health[®]
For life.

Client Marks:



**Schedule D
FORM OF SERVICE ORDER**

Service Order

Marathon Health, LLC ("Marathon") will perform the following additional services for _____, ("Client") as set forth in this Service Order ("Service Order") pursuant to Section 2.3 of that certain Health Services Agreement between the parties, dated as of _____, 20__ (the "Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Service Order is made under and incorporates the terms and conditions of the Agreement. Except as specifically modified by this Service Order, the terms and conditions of the Agreement remain in full force and effect.

Summary

Client Contact (Name, email, telephone)	
Project Name	
Service Order Effective Date	
Begin date	
End date	

Scope of Services to be Provided

Schedule of Fees

Time and Materials Terms

Item /Deliverable	Quantity/ Hours	Rate	Total
Fee for adding 1 (piece of medical equipment) to our services. Includes ongoing maintenance and replacement.			
Total			

Milestone Payment Schedule

Payments are upon completion of the work or according to the following schedule:

Payment Number	Description of Milestone	Payment Amount
1		
2		
3		
	Total	

All fees due from Client shall be paid in accordance with the terms of the Agreement. The fees quoted above are exclusive of ancillary costs for sales taxes, travel and shipping, which shall be billed to the Client at the actual costs incurred.

Additional terms (if any)

Acceptance and Authorization

Client and Marathon hereby confirm their mutual agreement to this Service Order as of the Service Order Effective Date.

CLIENT

Signed: _____

Name: _____

Title: _____

Date: _____

MARATHON HEALTH, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

Schedule E
MARATHON EMERGENCY RESPONSE CARE POLICY

A Medical Emergency Taking Place Outside the Health Clinic

If the health clinic or its providers are contacted about a medical emergency that is taking place outside the health clinic, the provider(s) will respond as follows:

- Step 1. Confirm that 911 has been called by the customer.
- Step 2. Confirm that customer-designated first responders, if any, have been notified.

It is the provider's decision whether they respond to the scene of the medical emergency as a Good Samaritan to assist any first responders until an ambulance and/or paramedic arrives.

Inside the Health Clinic

If a patient appears at the health clinic with symptoms that are best evaluated in an emergency room (for example, chest pain or difficulty breathing, seizures, weakness/numbness on one side, slurred speech, fainting/change in mental state, serious burns, head or eye injury, concussions/confusion, etc.), health clinic providers will immediately call 911 and provide Basic Life Support ("BLS") as appropriate until an ambulance and/or paramedics arrive.

Health clinic providers may need to triage emergent situations that develop during a patient visit. If a medical emergency evolves, health clinic providers are expected to call 911 and provide BLS as appropriate until an ambulance and/or paramedic arrives.