



ROANOKE COUNTY

Purchasing Division

5204 Bernard Drive, Suite 300-F, P.O. Box 29800
Roanoke, Virginia 24018-0798
TEL: (540) 772-2061 FAX: (540) 772-2074

CONTRACTUAL AGREEMENT #2013-163

Purchasing Division

AMENDMENT # 3 To

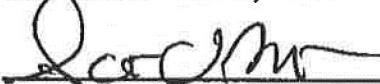
Health Services Agreement

Date: August 31, 2017

This Amendment amends the above Contract as follows:

1. Per the attached Scope of Work and Schedule of Rates from Marathon Health, INC. Bus Driver Physicals are to be provided for 170 employees from September, 2017-August, 2018. Eight hours a month will be allotted for these physicals with the exception of June, July and August when census are down in health center, employees may schedule at their convenience during those months. The Scope of Work and Schedule of Rates are attached hereto and made a part hereof.

Marathon Health, LLC:



Authorized Signature

Scott Laplant

Printed name

CFL

Title

9/1/17

Date

County of Roanoke:



Authorized Signature

W. L. Heath Honaker

Printed name

Purchasing Manager

Title

August 31, 2017

Date

**AMENDMENT TO
HEALTH SERVICES AGREEMENT**

This 1st (First) Amendment to Health Services Agreement (the "Amendment"), to be effective May 13, 2016, is hereby attached to and made part of the Health Services Agreement by and between County of Roanoke ("Client") and Marathon Health, Inc. ("Marathon") dated May 3, 2013, for certain preventive, wellness, disease management, health consultation and primary care services (the "Original Agreement").

The Original Agreement is hereby amended and expanded as follows:

1. Schedule A Description of Services, is amended and expanded to add a 2nd (Second) location for services to be located at 5937 Cove Road, Roanoke, VA 24019.
2. Schedule A Health Center Staffing, is amended and expanded to include "and 1.5 FTE additional nurse practitioners and 1.5 FTE additional medical assistants" for anticipated go live of expansion on October 5, 2016.
3. Schedule A Individuals eligible to participate is amended and expanded to include:

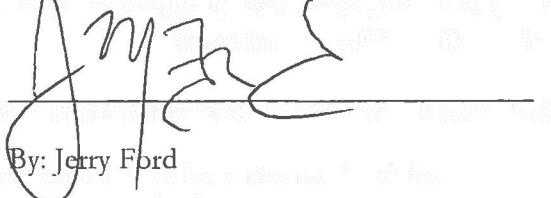
a. Roanoke County School Board Employees	1,455
b. Western Virginia Regional Jail Authority Employees	172
c. Roanoke County Employees	892
d. Roanoke County Spouses	364
e. Roanoke County Retirees	133
4. Schedule B, FEES AND PAYMENT SCHEDULE, is amended and expanded to increase annual fees from current year 3 amount of \$383,124 by \$649,557 for a total new annual fee of \$1,032,681 for provision of Services as found in the Original Agreement for employees of Roanoke County School Board and Western Virginia Regional Jail Authority and for ongoing operation of 2nd (Second) location. The annual fee increase will be initiated on anticipated go live of expansion on October 5, 2016. Proportion of fees for first year by entity (all billable to Client) would be: \$383,124 for County; \$580,888 for School Board; and \$68,669 for Jail Authority.
5. Schedule B, FEES AND PAYMENT SCHEDULE, is amended and expanded to add a one-time implementation fee of \$165,653 payable upon execution of this Amendment. Implementation fee includes: additional medical equipment, all computer and software and office equipment necessary, technology and network setup, communications, travel costs for training, recruitment advertisement & travel, training period salary, training period travel expenses, demographic file feeds, carrier feeds, and all other related implementation fees as found in the Original Agreement, as required for activation of services for employees of Roanoke County School Board and Western Virginia Regional Jail Authority and for startup of 2nd (Second) location.
6. Article III Contract Period, 3.1 Term is amended to change the "Initial Term" of this Agreement to be "six (6) years, commencing on September 5, 2013" from "three (3) years" as found in the Original Agreement. All other terms and conditions in Article III will remain in effect.

The parties hereto have caused this Amendment to be duly executed and delivered as of the 13th day of May, 2016.

COUNTY OF ROANOKE

Ashley King
By: Ashley King
Title: Purchasing Manager

MARATHON HEALTH, INC.


By: Jerry Ford
CEO



Statement of Work

Client name	Roanoke County Schools
Project name	Bus Driver Physicals- Non DOT
Order date	August 18, 2017

Scope of Services to be Provided

Bus Driver Physicals to be provided for 170 employees from September, 2017- August, 2018. Eight hours a month will be allotted for these physicals with the exception of June, July and August when census are down in health center, employees may schedule at their convinience during those months.

Schedule of rates for Staffing and Supplies

<i>Item /Deliverable</i>			<i>Total</i>
Provider/MD 8hrs/monthly	\$150/hr	\$1,120	8,400
Audiometer Machine	\$820	n/a	\$820
Urinalysis Reader	\$150	n/a	\$150
Total			9,370

(Not billing 8hrs a month for either provider for the month of June, July and August)

Terms & Conditions

Underlying Agreement This Statement of Work shall be subject to the terms and conditions of the Health Services Agreement between Marathon Health, Inc. (Marathon) and Client. All fees due from Client shall be subject to, and paid in accordance with, the terms of the Agreement.

Acceptance and Authorization

This Statement of Work is hereby accepted and the client agrees to delivery of the services described herein. The terms and conditions of the Health Services Agreement previously signed by the parties shall apply in full to the services and products provided under this Statement of Work.

Penny Hodge
Name

Assistant Superintendent
Title

Penny Hodge
Signature

9-1-17
Date



County of Roanoke

FINANCE DEPARTMENT - PURCHASING DIVISION

June 14, 2017

Attn: Mr. Jerry Ford, CEO

Maathon Health, Inc.
Champlaining Mill
20 Winooski Falls Way
Suite 400
Winooski, VT 05404

Re: Contract No.: 2013-163 Wellness Program and Clinic

Dear Mr. Ford,

The County of Roanoke would like to renew the referenced current contract with you. We would like the renewal period to be FROM: 9/5/2017 to 9/4/2018.

Please have a copy of your current Certificate of Liability Insurance listing Roanoke County Board of Supervisors and/or Roanoke County School Board as additional insured faxed (540-561-2829) or mailed to our office to my attention. Please be sure to include the corresponding address.

To renew this contract, check the appropriate line, sign within 7 calendar days of the letter date, and email to drago@roanokecountyva.gov.

If you are in agreement with this renewal, and prices & terms remain firm, please check the line below, make a copy of this notice for your records and e-mail a copy of the original. This will serve as a renewal confirmation.

Agree with this renewal, the price terms and conditions would remain firm during the renewal period (include all pricing even though it remains unchanged from last renewal period).

If you do not agree with the renewal or request changes, please check the appropriate line and return with your attached explanation. We will review your response and advise you of our decision regarding the renewal.

Do not wish to renew contract, per attached explanation.

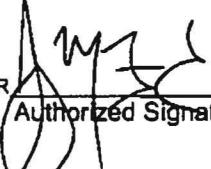
Request changes in contract, per attached explanation (include all pricing, even those items which remain unchanged).

Questions, comments, concerns or suggestions regarding this contract are always welcome.

Sincerely,

Dawn M. Rago

Dawn M. Rago
Buyer

VENDOR 	Authorized Signature	JERRY FORD Printed Name	CEO Title	6/14/2017 Date
---	----------------------	----------------------------	--------------	-------------------

2nd ADDENDUM TO HEALTH SERVICES AGREEMENT

This 2nd Addendum to Health Services Agreement (the "Addendum"), to be effective June 12, 2017, is hereby attached to and made part of the Health Services Agreement by and between Roanoke County Schools ("Client") and Marathon Health, LLC. ("Marathon").

WITNESSETH

WHEREAS, on May 3, 2013, Client entered into an agreement with Marathon for preventive, wellness, disease management, health consultation and primary care services for its employees to begin on September 5, 2013 (the "Original Agreement").

WHEREAS, the Parties, jointly wish to amend to the Original Agreement to increase the Medical Assistant hours from 20 hours per week to 32 hours per week.

NOW, THEREFORE, in consideration of the promises, terms, covenants and conditions set forth herein and in the Original Agreement, the Parties agree as follows:

The Original Agreement is hereby amended as follows:

1. Schedule A, III. STAFFING is amended to increase the current MA staffing at the 2nd location at 5937 Cove Road, from 1.50 FTE to 1.80 FTEs. The schedule shall read as follows, incorporating all locations and addendums to date:

Total Staffing at the Cove Road Location will include 1.5 FTE nurse practitioners and 1.8 FTE medical assistant. The Marathon Health staffing shall include that each mid-level practitioner will have a physician preceptor who provides medical supervision, consultation, chart review, and quality assurance activities.

2. Schedule B, FEES AND PAYMENT SCHEDULE, is amended to increase the current annual service fees by \$13,000, with a targeted start date of June 12, 2017.

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

CLIENT

Signed: W. L. Heath Honaker
Name: W. L. Heath Honaker
Title: Purchasing Manager
Date: June 9, 2017

MARATHON HEALTH, LLC.

Signed: JERRY FORD
Name: JERRY FORD
Title: CEO
Date: 6/12/2017

HEALTH SERVICES AGREEMENT
between County of Roanoke, Virginia and Marathon Health, Inc.

THIS HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into to be effective as of May 3, 2013 (the "Effective Date") by and between County of Roanoke, Virginia ("County"), with principal offices at 5204 Bernard Drive, Suite 300-F, Roanoke, VA 24018, and Marathon Health, Inc. ("Marathon"), a Delaware Corporation with principal offices at Champlain Mill, 20 Winooski Falls Way, Suite 400, Winooski, VT 05404. County and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

WITNESSETH

WHEREAS, as part of its overall healthcare program, County desires to furnish to its employees certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, County desires to retain Marathon to furnish such preventive, wellness, disease management, health consultation, occupational health and/or primary care services; and

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

Article I
Definitions

- 1.1 "Care Provider" means a staff member or independent contractor of Marathon who provides care or consultation services directly to Participants.
- 1.2 "Collaborating Physician" means an appropriately 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.
- 1.3 "Participant" means an individual, age 6 years or more, eligible to participate in the Marathon Services as determined by the eligibility criteria of County's health plan or as otherwise determined by County.

Article II Services; Relationship Between the Parties

- 2.1 **Services.** Marathon will provide County with the services described and set forth in **Schedule A** (the "Marathon Services"). Services that do not clearly fall within the description set forth on **Schedule A** shall be outside the scope of this Agreement, and County shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider. Marathon may provide some of the Marathon Services by engaging the services of third party contractors, particularly for professional services.
- 2.2 **Implementation Timeline.** Marathon and County mutually agree to modify Marathon's standard implementation timeline as needed to allow Marathon to commence the Marathon Services on the Commencement Date of the Initial Term of this Agreement.
- 2.3 **Independent Contractors.** Marathon, and each of the third party contractors delivering services hereunder, is an independent contractor with respect to the services provided under this Agreement and is not the agent or employee of County. Notwithstanding any authority granted to County 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.
- 2.4 **Employee Benefit Plans.** The programs and services provided under this Agreement are not designed or intended to be provided under any County 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 County 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 County with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan.

Article III Contract Period

- 3.1 **Term.** The "Initial Term" of this Agreement shall begin on the Effective Date, and shall continue with the Marathon Services for a period of three (3) years, commencing on September 5, 2013 (the "Commencement Date"), unless terminated earlier as provided for in Article VIII, below.
- 3.2 **Renewal Terms.** This Agreement shall automatically renew for four (4) consecutive additional terms of one (1) year (each a "Renewal Term" and together, the "Renewal Terms"), unless either Party terminates this Agreement by giving written notice not less than three (3) months prior to the expiration of the then current term. Such Renewal Term(s) shall be subject to the termination provisions set forth in Article VIII below. Failure to provide timely written notice shall act as a Party's intent to automatically renew the Agreement at the end of the then current term. The Parties agree that they shall

begin good faith negotiations regarding any material changes to the terms of this Agreement no later than six (6) months prior to the end of the then current term.

3.3 **Failure to Fund.** Marathon agrees that, should the Board of Supervisors of the County fail to appropriate sufficient funds for any future fiscal year to support the financial operation of the Employee Health Clinic or make the payment due to the Contractor pursuant to this Agreement, the Agreement will be terminated immediately without additional cost or penalty.

Article IV Payment Terms; Pricing

4.1 **Fees.** Marathon will submit invoices to County for the fees 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. Fees for any Renewal Term may be negotiated by the parties upon notice of renewal. Payment is due for all undisputed charges within thirty (30) days of receipt of an invoice. A one percent (1%) per month late fee will be charged for payments on undisputed charges not received when due.

4.2 **Failure to Pay.** Failure to pay an invoice when due shall constitute a breach of this Agreement and Marathon reserves the right to terminate this Agreement or suspend services upon a breach by County that continues more than thirty (30) days after receipt of notice of failure to pay an invoice. Marathon reserves the right to refrain from providing services to County, 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 County 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.

Article V Duties of Marathon

5.1 **Equipment and Supplies.** At its sole cost and expense, 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. Marathon shall retain ownership of and/or control over the equipment and/or supplies provided under this Agreement.

5.2 **Qualified Care Providers.** Marathon shall employ or engage qualified and appropriately licensed or certified (if applicable) Care Providers to provide the services that Marathon is obligated to provide under this Agreement. 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 to provide the acute and other health care services, for which it will be paid fair market value by Marathon, and may include other contractors, such as those for biometric screenings. Marathon shall retain responsibility for any such delegated and/or subcontracted services and shall monitor performance of such services on an ongoing basis to ensure the compliance with all applicable obligations under this Agreement.

5.3 **Independent Contractor.** Marathon shall at all times remain an independent contractor. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon and its personnel and contractors are not County's personnel or agents, and Marathon assumes full responsibility for their actions. Marathon shall comply with all Laws governing the services being performed under this Agreement. Marathon, at its sole expense, shall obtain any and all licenses and permits required for the services performed by its personnel and Contractors, including but not limited to any and all visas, work permits, etc. required by applicable Law.

Marathon shall be solely responsible for the payment of compensation of Marathon personnel and contractors performing services hereunder, and Marathon's personnel and contractors are not entitled to the provision of any County employee benefits. County shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Marathon personnel and contractors, but such responsibility shall solely be that of Marathon.

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

5.5 **Compliance with Law.** Marathon shall not direct or encourage County to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Marathon shall not act in any way which, to its knowledge, could implicate or involve County in a violation of any such law or regulation.

Article VI Duties of County

6.1 **Provision of Location.** COUNTY SHALL, AT ITS SOLE COST AND EXPENSE, PROVIDE OR ARRANGE FOR THE PROVISION OF SUCH SPACE NEEDED BY MARATHON FOR THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING FIT-UP OF THE SPACE WITH BASIC INFRASTRUCTURE CONSISTENT WITH MARATHON'S SPECIFICATIONS WITH SAMPLE ATTACHED AS EXHIBIT A, INCLUDING BUT NOT LIMITED TO, TELEPHONE SERVICE, UTILITIES AND UNRESTRICTED INTERNET CONNECTIONS. COUNTY IS RESPONSIBLE FOR ROUTINE CLEANING OF THE

HEALTH CENTER SPACE, INCLUDING VACUUMING, TRASH REMOVAL AND BATHROOM CLEANING, IF APPLICABLE, ON A DAILY BASIS.

6.2 Internet Connections. County 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. County is responsible for premise 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 facilities. Minimum requirements include bandwidth requirements of 5 mbps up and 1 mbps down, and 1 publicly addressable IP addresses.

6.3 Publicity and Promotion. County will publicize and provide descriptive information, including those standard marketing materials provided by Marathon as described in Schedule A1, about the Marathon Services to all of its employees who may seek services at the location or locations agreed upon by the Parties. County will provide Marathon with copies of other documents and materials prepared independently by County 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. County shall use reasonable efforts to seek Marathon's input prior to publicizing and providing such information to its employees, which input shall not be unreasonably delayed.

6.4 Eligibility Files. County 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 as attached in Exhibit B.

6.5 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, County agrees to make reasonable effort to provide Marathon, through its carrier, third party administrator, or third party vendor for claims data mining, with access to medical claims data for the Participants enrolled in County's health plan(s), for the 12 months prior to the initiation of onsite services, and minimally at twelve month intervals thereafter through the term of the contract. Marathon will provide County with the file format defining the specifications for the data.

6.6 Availability of Resources. County agrees to allow Marathon to utilize any internal resources of County and to assist Marathon in such utilization, including, but not limited to, training, marketing tools and resources, and technical support necessary to maintain the requirements outlined in Section 6.1, as mutually agreed upon by the Parties, in order to enhance the effectiveness and utilization of the Marathon Services. County will identify a single primary point of contact for implementation project management and ongoing account management.

6.7 Compliance with Law. County shall not direct or encourage Marathon to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or

regulation. County shall not act in any way which, to its knowledge, could implicate or involve Marathon in a violation of any such law or regulation.

Article VII Reports

- 7.1 **Marathon Health Reports.** Marathon will provide to County the reports described in **Schedule A.**
- 7.2 **County Reports.** County will provide to Marathon the reports described in Section 6.4.

Article VIII Events of Default, Remedies and Termination

- 8.1 **Events of Default.** Any one or more of the following shall constitute an event of default under this Agreement (each to be an "Event of Default"):
 - (a) Any failure by County 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, and, provided that such default is not a willful violation of applicable Law or a threat to Participant health and safety, (which failures must be remedied immediately), the defaulting Party shall have sixty (60) days to remedy such default after written notice of such default by the aggrieved Party to the defaulting Party specifying in detail the nature of the default, and provided further that the defaulting Party shall have up to ninety (90) days to cure such default if it has commenced to cure such breach within thirty (30) days of receipt of such notice and is continuing to diligently pursue a cure of such breach; and
 - (c) The parties acknowledge and agree that Section 365 of the Bankruptcy Code governs the contractual rights of the parties herein during a bankruptcy and that section 365 of the Bankruptcy Code gives a trustee or debtor in possession authority to reject, assume and then assign the debtor's executor contracts with the approval of the Bankruptcy Court.
- 8.2 **Remedies.**
 - (a) Subject to the terms and conditions of this Agreement, upon an Event of Default by County, 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, County 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.

8.3 Termination Events.

- (a) This Agreement may be terminated by either Party upon the occurrence of an Event of Default by the other Party.
- (b) This Agreement may be terminated by a written agreement signed by an authorized individual of both Parties.

8.4 Consequences of Termination.

- (a) Termination under any section of this Article VIII 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 Client's default, Client shall remain liable for all fees due over the remaining Term of the Agreement, except as provided in Section 3.3.
- (c) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default, including but not limited to, reasonable attorneys' fees. In the event that the other Party claims any additional direct costs, fees, expenses, damages, and/or other amounts, the defaulting Party agrees to provide upon request such additional financial or accounting records as may be reasonably necessary for the other Party to verify such additional direct costs, fees, expenses, damages, and/or other amounts. In the event this Agreement is terminated by reason of a Party's default, the other Party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement.
- (d) Except as expressly provided below in this Section 8.4(d), notwithstanding anything in this Agreement to the contrary, (a) no Party shall be liable to the other party for speculative or remote damages resulting from any breach of this Agreement, and (b) the maximum liability of either party to the other for any breach or violation of this Agreement or any addendum to this Agreement shall not exceed an amount equal to the total fees payable under this Agreement. Notwithstanding the foregoing, the limitations on liability set forth in this subsection shall not apply to any Event of Default by a party constituting fraud, gross negligence, or willful misconduct in connection with this Agreement, or claims for indemnification under Article XII of this Agreement.

- (e) In all cases of termination, Marathon agrees to work with County to make an orderly transition of the Marathon Services and County's property pursuant to the terms and conditions of a mutually agreed upon transition plan. Marathon and County agree to negotiate in good faith the terms and conditions of any such transition plan.
- (f) Marathon shall maintain Participants' health records beyond termination of this Agreement in accordance with applicable laws. In the event that the County chooses another contractor upon the termination of this agreement, Marathon will provide copies of participants health records and data to that new contractor.

Article IX Confidentiality of Participant Records

- 9.1 Access to Participant Information. Marathon acknowledges and agrees that in the course of performing its duties under this Agreement, Marathon, its Care Providers and/or their agents may acquire or obtain access to or knowledge of health records or other personal and confidential information regarding Participants.
- 9.2 Safeguard of Information. Marathon, its Care Providers and their agents will safeguard Participants' health records and other personal and confidential information to ensure that the information is not improperly disclosed and to comply with any applicable law, rule or regulation, including, but not limited to, 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.
- 9.3 Granting of Access. Marathon will afford access to Participant's health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to patient records, patient information, and other personal and confidential data to any individual or to County except as provided in this Section 9.3.
- 9.4 Compliance Assistance. To the extent Marathon utilizes space provided by County in providing services under this Agreement, the Parties shall discuss how County can assist Marathon in complying with these requirements, including the physical access to such space.

Article X

Confidentiality of Business Information

- 10.1 **Restriction of Use; Confidentiality.** Each of the Parties agrees not to use any Confidential Information (as defined below) for any purpose other than to accomplish the intent of this Agreement. No other rights, or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement. Confidential Information supplied shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Each Party agrees to keep all such Confidential Information confidential and, at a minimum, treat this Confidential Information in the same confidential manner it would treat its own most confidential information, and shall not disclose it to others or use it for any purpose except as required to accomplish the intent of this Agreement.
- 10.2 **Confidential Information.** For purposes of this provision, the term "Confidential Information" shall mean any business practices, methods of doing business, or written or electronic materials relating to its business and shall also include without limitation any written material of the type that is proprietary, including, without limitation, software programs, technical information, patent applications, patent disclosures, prototypes, samples, business apparatus, forms of reports, know-how, and other materials marked "confidential", or confidential information disclosed verbally if set forth in a writing which is provided to the recipient within 15 days of verbal disclosure thereof. Confidential Information shall not, however, include information that is governed by the confidentiality provision of Article IX, 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; or (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. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is (i) required by law and the Virginia Freedom of Information Act (provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, recipient will notify the disclosing Party of the scope and source of such legal requirements and shall give the disclosing Party the opportunity to challenge the need to disclose and/or limit the scope of disclosed information) or (ii) pursuant to the written consent of the disclosing Party.
- 10.3 **Indemnification.** Marathon hereby agrees to indemnify and hold harmless the County from any damage, loss, cost or liability (including legal fees and the cost of enforcing this indemnity) arising out of or resulting from its unauthorized use or disclosure of Confidential Information. Marathon acknowledges and agrees that monetary damages would be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach would cause County irreparable harm. Accordingly, Marathon also agrees that, in the event of any breach or threatened breach of this Agreement, the County, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

Article XII
Indemnification and Insurance

12.1 **Indemnification.** Marathon shall defend, indemnify and hold harmless the County, , 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 Marathon or its employees or agents in the performance of services and other duties and responsibilities in connection with this Agreement.

12.2 **Marathon Insurance.** Marathon shall maintain and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

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

12.3 **County Insurance.** The County is self-insured and through its self-insurance program provides coverages as follows:

- (a) General liability self-insurance covering County's business operations on the premises in which the Marathon Services will be performed.
- (b) Property and casualty coverage for all of County's real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at County'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 County's infrastructure and improvements to such space.
- (c) Other insurances typically maintained within County's industry.

Article XIII Miscellaneous

13.1 Ancillary Agreements. County 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 RFP#2013-163, any attachments, schedules 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 and supersedes all prior and contemporaneous agreements, understandings, and any other negotiations and discussions, whether oral or written, of the parties and/or subsidiaries of the parties with respect to the same subject matter hereof. 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. The Agreement replaces 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 County: County of Roanoke, Virginia
Attn: Rob Light, Purchasing Manager

P.O. Box 29800
5204 Bernard Drive, Suite 300-F
Roanoke, VA 24018
Tel - (540) 772-2061
Fax - (540) 283-4600

To Marathon Health: Marathon Health, Inc.
Champlain Mill
Suite 400
Winooski, VT 05404
Tel - (802) 857-0400
Fax - (802) 857-0498 Fax
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. Failure to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Neither does it affect the rights of the Parties to enforce any other provision of the Agreement at any time.
- 13.6 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia to the extent not preempted by federal law.
- 13.7 **Amendment.** This Agreement may be amended by County and Marathon only by a writing duly executed by an appropriate officer of Marathon and County. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.
- 13.8 **Assignment.** This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The rights and duties of Marathon and County under this Agreement shall not be assignable by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 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 of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement or shall not excuse the other party's performance of such, nor affect any rights at a later time to enforce the provision.
- 13.11 **Disputes.** If there is any dispute covered by this Agreement, the disputing party shall give written notice of such dispute to the other party no later than one hundred eighty (180) days after the party knew or should have known that the dispute existed. Within

thirty (30) days after notice of the dispute is given, the parties will meet to attempt to resolve the dispute. If the parties fail to meet within thirty (30) days after the notice of dispute is given or if the parties fail to resolve the dispute within forty-five (45) days after they first meet, either party may resort to resolve this dispute in the Circuit Court for Roanoke County or the federal district court in the Western District of Virginia (Roanoke).

13.12 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

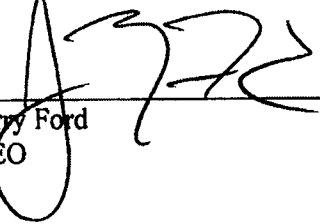
IN WITNESS WHEREOF, County and Marathon have executed this Agreement on this 3rd day of MAY, 2013.

County of Roanoke, Virginia

By: 

Rob Light
Purchasing Manager

Marathon Health, Inc.

By: 

Jerry Ford
CEO

APPROVED AS TO FORM

Paul M. McRaney

Schedule A

I. DESCRIPTION OF SERVICES (see detailed schedule of services in Schedule A1)

Onsite health center to be operated at 3rd Floor of the Roanoke County Administration Center at 5204 Bernard Drive, Roanoke VA, including Marathon Health's integrated Health Engagement Technology Platform for eligible employees and spouses.

Individuals eligible to participate as of the Commencement Date:

Employees.....	850
Spouses	194
Retirees.....	108

SERVICES INCLUDED IN BASE FEE

Primary care:

- Urgent care (Infections, gastrointestinal symptoms, rashes, common illnesses)
- Routine annual exams and screenings
- Lab draws
- Immunizations
- Allergies
- Pregnancy support & education
- Prescription management

Occupational Health Services:

- Work-related injuries – First treatment
- Orthopedic injury treatment – sprains, strains
- Occupational/pre-employment physicals (not performed in year one of operation)

Health Maintenance and Prevention:

- *Biometric Screening* (individual in-house follow-up and new hire screenings only; see optional mass screenings below)
 - Finger-stick blood test for lipids (HDL cholesterol, LDL cholesterol and triglycerides) and glucose
 - Blood pressure, height, weight, body mass index and body fat composition.
- *Health Risk Assessment* - Administered online or in paper version screens for:
 - General health and well-being
 - Health history including symptoms, conditions and family history
 - Tobacco use, alcohol use and stress levels
- *Comprehensive Health Review (CHR)* - For high risk individuals and individuals with chronic disease a CHR utilizing:
 - Online access to complete the Problem Knowledge Coupler (PKC) Health History and Risk Assessment (HHRA) – a computerized clinical decision support system
 - 1:1 consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
- *Lifestyle Risk Reduction* - For high risk individuals agreeing to follow-up with the Marathon Health Care provider as their personal health coach:
 - Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
 - Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies
 - Individualized change management plans
 - Proactive support

Disease Management -- For individuals with chronic diseases (Diabetes, COPD, Asthma, CHF, CAD, HTN, Depression, Low Back Pain):

- Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.
- Coaching, symptom monitoring, and disease education
- Use of Problem Knowledge Couplers

Integrated Health Engagement Technology Platform -- For up to 110% of the employees and spouses eligible to participate:

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Medical Record

Management Reporting and Analysis:

- Monthly & annual reports on health center activity, population health status and return on investment
 - Monthly client activity and trends report including visit volume (visits for acute care, occupational health, risk reduction and disease management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT-4 code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations.
 - Annual reports including:
 - Population stratification report identifying percent of the population which screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
 - Year-end report identifying results of health center operations including health center volumes, patient engagement, overall improvement in population health status, customer satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
- Up to 20 hours of custom reporting per year. After that additional custom reporting is available at the rate of \$150/hr. plus any materials

Participant Communications and Promotions

- Pre-launch communication program
 - Multi-media campaign with site posters, events, digital communication, and mailings to the home
- Annual Health Promotions Calendar
 - Monthly health promotion programs, both group and individual, including program materials (presentations, educational hand outs, email promotions) as well as communication materials such as posters, postcards and website awareness.

OPTIONAL SERVICES NOT INCLUDED IN BASE FEE

Mass Biometric Screenings

Cost of other drugs and vaccinations

Cost of health center furnishings

ALSO INCLUDED IN THE FEES OF THIS HEALTH SERVICES AGREEMENT:

- Labor costs
- Medical & office supplies
- Medical liability insurance, worker's compensation insurance, general liability insurance and all other insurance policies
- One annual onsite stewardship meeting with Marathon's account manager
- Implementation fee covers the cost of equipment, computers, initial recruitment & training of staff, initial supplies, technology user setup, travel costs for up to three onsite visits by the project manager, signage and

décor, initial roll-out communications materials for participants and programming for a participant eligibility file interface.

NOT INCLUDED IN THE FEES OF THIS HEALTH SERVICES AGREEMENT:

- Non CLIA waived tests
- External lab processing for physicals, annual exams and screenings
- Travel costs for clinicians and health screeners to visit participants at offsite locations
- Fit-up health center space for private consultations with Participants
- Health center furnishings
- Internet connectivity and telephone service for Marathon Health staff
- Excess and custom communications costs to promote the Marathon Health services, such as customer-only branded or additional materials, consultation travel, excess consultation time and postage costs for mailing communication materials to participants' homes.
- Excess software programming costs, such as for custom interfaces for Marathon Health uploads of prior provider data, or more than 3 activity reports (data extractions in standard format) of encounter, lab or HRA data.

II. LOCATION AND TIME OF SERVICES

- A. The services provided under this Agreement will be provided at a site to be located on the 3rd Floor of the Roanoke County Administration Center at 5204 Bernard Drive, Roanoke VA.
- B. Hours of operation will be 32 hours per week, Monday through Friday, during County's normal business days of operation.
- C. Notwithstanding the hours of operation described above, the health center shall be closed for 8 holidays when the County is closed for holidays and for 4 professional development days per year.
- D. In the event of an unexpected clinician absence due to illness, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff member(s). Up to 5 days of such absences by the nurse practitioner that result in no direct care services being provided shall be allowed per year.

III. STAFFING

Staffing will include one (0.8 FTE) nurse practitioners and one (0.8 FTE) medical assistants. The Marathon Health staffing model also assumes that each mid-level practitioner will have a physician preceptor who provides medical supervision, consultation, chart review, and quality assurance activities.

Schedule A1

MARKETING SERVICES TO BE INCLUDED IN BASE FEE

Standard Communication Package	Deliverables (exact media to be determined)
Introductory Announcement Text	Copy provided by Marathon. County will distribute.
Introductory Manager's Presentation	Marathon to present introductory presentations within first ninety days of the Implementation Date to members of County management as identified by County.
Welcome Package	Marathon to provide Welcome Packages as of the Implementation Date to be distributed by County. Additional Welcome Packages will be prepared for new employees of the Firm on an as-needed basis thereafter.
Welcome Package will include:	
-Letter	Co-branded and personalized from County On-site Care Provider.
-Portal Log on	Imprinted with user name and password.
-Brochure	Co-branded to reflect incentive structure, service mix, and County logo and program name.
Biometric Screening Flyer	Marathon will provide Biometric Screening Flyers annually. All such flyers shall be co-branded.
Biometric Screening Announcement Poster	Marathon will provide posters, co-branded for scheduled screening events.
Teachable Moment Handouts	Marathon will provide Teachable Moments brochures on an as needed basis based on Participant population.
MHQ HRA	Marathon will provide MHQ HRA brochures annually.
Health Center Opening Postcard	Marathon will provide Health Center Opening Postcards as of the Implementation Date. The postcards will be co-branded with County and program name.
Site Posters	Marathon will provide site posters for the Live Date and annually thereafter. The posters will be co-branded.
Associate Presentation / Group meeting	Marathon will provide presentations annually to Participant population at times and dates to be mutually agreed upon by County and Marathon.
DM Brochure	Marathon will provide DM brochures on an as-needed basis, based on Participant population.
Med Risk Handouts	Marathon will provide Med Risk brochures on an as-needed basis, based on Participant population.

Additional Communication Support Available for Additional Fees

Contest design and promotion	
Wellness seminar publicity	
Health fair planning and promotion	
Monthly health newsletter	
Table top tent cards	
Web copy and design	
Mailing of materials to participants' homes	

- Standard Communication Package includes all production and printing costs.

Schedule B
FEES AND PAYMENT SCHEDULE

Service fees:

The fees for the initial three year term of this agreement are as follows:

Annual base service fee*	\$347,512
One-time implementation fee**	\$74,217
Mass biometric screening fee (optional)*	\$50-\$60 per participant <i>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 service fee.</i>

** First-year fee only; fee increases by 5% in subsequent years.*

*** \$10,000 due at signing as non-refundable commitment fee. Remaining implementation fee to be paid will not exceed \$64,217 and exact amount will be determined and mutually agreed upon after joint evaluation and agreement by both parties on usability and appropriateness of any existing clinic equipment and supplies that will be utilized. Determination of final fee will be determined no later than June 14, 2013 and payment will be due no later than June 28, 2013.*

Payment schedule:

Service fees are due as follows:

- Implementation fee at contract signing
- 1/12 of annual base service fees beginning September 5, 2013 or when the health center opens, whichever occurs later and each month thereafter
- Biometric screening fees on a per participant basis as incurred by a third party for mass screenings and not for screenings performed on an individual basis in the health center.
- Dispensed pharmaceutical charges, billable travel costs, excess communications or software programming costs, and other unexpected costs incurred as a result of service modifications requested by County are due as incurred.

EXHIBIT A
Standard Room by Room Specifications

Medical equipment is provided by Marathon Health and is noted in the Marathon Health Supplied column. Furniture is generally supplied by the customer unless otherwise contracted. The Furniture requirements to be supplied by the furniture supplier are minimum requirements.

Exam Rooms:

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
<ul style="list-style-type: none"> ❖ Square Footage: 10 x 12 (minimum) (120 sq ft) ❖ Plumbing for water/sink is required in each exam room ❖ Exam rooms must be in proximity to the lab. ❖ Access/proximity to bathroom; ideally bathroom is next door to exam room. (If there is no lab, space is available, a pass through window for specimens to be passed through to the exam room is optimal). ❖ Power requirements: <ul style="list-style-type: none"> ○ 1- Quad 110 power over the sink ○ 1- Dual 110 power near where the exam table will be placed ○ 1- Quad 110 power on wall where clinician's desk will be placed ❖ Phone/Data requirements: <ul style="list-style-type: none"> ○ 2 Data drops by desk ○ 2 Phone drops near desk ❖ If there is a window in the exam room, window dressings are required for privacy ❖ Door(s) to exam rooms ideally do not have windows. If so, there must be a way to close off the window completely for patient privacy ❖ Recommend no carpeting; Vinyl Covering Tile (VCT) 	<ul style="list-style-type: none"> ❖ 1 Exam table (must fit in a location that does not face the opening of the exam room door). Standard exam table is 27" wide by 32" high by 72" long. ❖ 1 Stool for Provider (in each exam room). <p>Computer requirements <i>Varies, by health center.</i> <i>Computer equipment is supplied by Marathon Health</i></p>	<ul style="list-style-type: none"> ❖ A minimum of 48" wide wall-mounted cabinet above the sink (proper wall support needed to support mounted cabinet) and 48" wide base cabinet under the countertop. Cabinets with the ability to lock preferred. ❖ A minimum of 24"x48" countertop space (high pressure laminate surface). ❖ A desk (30"x48" minimum with at least one file drawer) and chair for the provider ❖ A chair for the patient (or phlebotomy chair if there is no lab). <i>Marathon Health supplied the phlebotomy chair if needed.)</i> ❖ Sink (standard 18"-20" wide drop-in sink in the countertop) with a paper towel and soap dispenser. <i>Client contractor cuts hole for the sink in the countertop and installs the sink in the countertop.</i>

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
recommended.		

Bathrooms:

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
<ul style="list-style-type: none"> ❖ Must meet all ADA requirements ❖ Square Footage: 7 x 11 (minimum) (77 sq ft) ❖ Power requirements: 1 - Dual 110 power ❖ Drug and DOT testing requirements: <ul style="list-style-type: none"> ○ Ability to turn off water supply to toilet and sink ○ No fixed soap dispensers ○ No automatic flushing on toilets ❖ Not required but ideal: either a pull cord/call button/bell for those needing assistance ❖ Passthrough window to lab or exam room depending on clinic space and layout (see notes in Exam Room and Lab sections). ❖ Recommend no carpeting; Vinyl Covering Tile (VCT) recommended. 	<ul style="list-style-type: none"> ❖ Free standing or Wall mounted cabinet for storing sample cups and wipes. Something that has warmer appeal than a standard medical cabinet. <i>Clinician to select (Target, Pier One, HomeGoods, etc.) as part of decorating budget.</i> 	<ul style="list-style-type: none"> ❖ Minimum of 24"x36" countertop space (high pressure laminate surface). ❖ Sink (standard 18"-20" wide drop-in sink in the countertop) with paper towel and soap dispenser (not fixed to the wall – should be removable)

Reception Area:

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
<ul style="list-style-type: none"> ❖ Minimum of 120 square feet ❖ Power requirements: <ul style="list-style-type: none"> ○ 1- Quad 110 Power (by reception desk) ○ 1- Quad 110 Power (for Kiosk area) ❖ Phone/Data requirements: <ul style="list-style-type: none"> ○ 2 Data drops by desk ○ 2 Data drops by Kiosk ○ 2 Phone drops near desk 	<ul style="list-style-type: none"> ❖ Wall mallets hung for health pamphlets <i>To be supplied by Marathon Health</i> <p>Computer requirements <i>To be supplied by Marathon Health</i></p> <ul style="list-style-type: none"> ❖ Kiosk with privacy block for patients to complete HRAs ❖ Desktop and printer for MOA. 	<ul style="list-style-type: none"> ❖ Reception/Medical Assistant Desk should face the patients coming into the clinic. Desk must be positioned in a way staff's computer screen will not be viewable to the visitors. ❖ Space should allow for the recommended two chairs and a small table placed in between as well as reception desk and book shelf

Consult/Meeting/Conference Room/Lunch Room Space:

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
<ul style="list-style-type: none"> ❖ Square Footage TBD depending on entire space available ❖ Power requirements: <ul style="list-style-type: none"> ○ 2- Quad 110 power on multiple walls ❖ Phone/Data requirements: <ul style="list-style-type: none"> ○ 2 Data drops by desk ○ 2 Phone drops near desk ❖ Carpet is fine in this space 	<ul style="list-style-type: none"> ❖ One small refrigerator for food. 	<ul style="list-style-type: none"> ❖ Table, chairs, cabinets, bookshelves TBD based on planned use.

Lab:

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
<ul style="list-style-type: none"> ❖ Square Footage: 10 x 10 (optimal) (100 sq. ft) ❖ Power requirements: <ul style="list-style-type: none"> ○ 1-2- Quad 110 Power over the counter space (depending on the size of the health center) ❖ Phone/Data requirements: <ul style="list-style-type: none"> ○ 2 Data drops by desk ○ 2 Phone drops near desk ❖ Area needs to be accessible/proximity to Exam Rooms and Reception ❖ Access/proximity to bathroom; ideally bathroom is next door to lab (if lab space is provided). If a lab space is available, a pass through window for specimens to be passed through to the lab is optimal. ❖ Recommend no carpeting; Vinyl Covering Tile (VCT) recommended. 	<ul style="list-style-type: none"> ❖ Rolling supplies cart with drawers. ❖ Phlebotomy chair. ❖ One small medical refrigerator (without a freezer in the refrigerator space). Minimum size 1.67 cu. ft. Recommended size 4.1 cu. ft. 	<ul style="list-style-type: none"> ❖ Under countertop, recommend 10' of cabinets on both sides with drawers above, at least some of which need to be lockable ❖ A minimum of 48"x96" countertop space (high pressure laminate surface). Allows space for lab work and centrifuge plus under-cabinet sink. ❖ Under counter space opening, at least 32" high, for under counter refrigerator. ❖ Sink (standard 18"-20" wide in the countertop) with a paper towel and soap dispenser. <p><i>Client contractor cuts hole for the sink in the countertop and installs the sink in the countertop.</i></p>

Storage space:

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
<ul style="list-style-type: none"> ❖ Typically a storage space is where we house our firewall & patch panel; the requirements for this is: <ul style="list-style-type: none"> ○ 16" x 24" shelf for 	<ul style="list-style-type: none"> ❖ N/A 	<ul style="list-style-type: none"> ❖ Sizing of supply cabinets depends on the space provided. ❖ If medications are stored in this space,

firewall/switch o Power requirements: 1 – Quad 110 power		double locked cabinets are required by some states and as such recommended as a standard.
--	--	--

Common area/Entrance (outside the health center):

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
<ul style="list-style-type: none"> ❖ Secure/exclusive access for MH staff and client janitorial staff ❖ Proper lighting for access after hours ❖ Entrance to common area (i.e. vestibule) should be accessible by our lab for lab pick up; recommended access via key pad entry with lockable doors to any/all other areas within the building. 	<ul style="list-style-type: none"> ❖ N/A 	<ul style="list-style-type: none"> ❖ N/A

Classroom/Training space:

<u>Sizing and Infrastructure Requirements</u>	<u>Marathon Health Supplied Furniture and IT</u>	<u>Furniture Requirements (to be supplied by furniture supplier)</u>
<ul style="list-style-type: none"> ❖ Power requirements: <ul style="list-style-type: none"> ○ 1- Quad 110 Power at front of classroom ○ 2 – Dual 110 Power on each of other way or according to standard (i.e. every 3 feet) ❖ Data requirements: <ul style="list-style-type: none"> ○ 2 Data drops 	<ul style="list-style-type: none"> ❖ Wall mallets for brochures. 	<ul style="list-style-type: none"> ❖ Table, chairs, cabinets, shelving

EXHIBIT B
Marathon Health Load Layout Specification

Field Number	Field Description	Notes	Max Field	Comments	Requirement	
1	Prefix	Salutation such as Mr/Mrs	String	10		Optional
2	First Name	First name of participant	String	50		Required
3	Middle Name	Middle name of participant	String	50	Initial or full name	Optional
4	Last Name	Last name of participant	String	50		Required
5	Participant Suffix	Name suffix such as Jr.	String	10		Optional
6	SSN of participant	Social Security Number of participant	String	9		Required if family members are allowed to participate or interfaces will be utilized
7	Alternative Unique Identifier	Participant Employee Identifier	String	50		Required for PIHMS Integration as Employee ID Optional – can be used in place of SSN if: <ul style="list-style-type: none"> • no family members will be allowed to participate • no interface requirements
8	Date of Birth	Participant date of birth	Date	10	MM/DD/CCYY	Required
9	Marital Status	Marital Status	String	20	Expecting: Single, Married, Divorced, Separated, Domestic Partner, Widowed	Optional
10	Location	Location	String	10	Location of clinic employee will be using. Please consult your Marathon Health account manager for details.	Required for employees, optional for dependents
11	Work Address 1	Address of participants work place	String	50		Optional
12	Work Address 2	Address of participants work place	String	50		Optional
13	Work City	City of participants work place	String	50		Optional
14	Work State	State of participants work place	String	2		Optional

15	Work Zip Code	Zip code participants work place	String	10		Optional
16	Home Address 1	Home address of participant	String	50		Required
17	Home Address 2	Home address of participant	String	50		Required
18	Home City	City where participant resides	String	50		Required
19	Home State	State where participant resides	String	2		Required
20	Home Zip Code	Zip code where participant resides	String	10		Required
21	Contact Work Phone	Participants work phone number	String	30		Optional
22	Contact Work Phone Ext.	Participants work extension	String	10		Optional
23	Contact Email Address	Participants email address (SMTP).	String	50	Example: user@domain.com	Required
24	Contact Home Phone	Participants Home Telephone	String	30		Optional
25	Contact Mobile Telephone	Participants Mobil Telephone	String	30		Optional
26	Ethnicity	Ethnic Background	String	50		Optional
27	Primary Care Provider	Name	String	50		Optional
28	Primary Care Provider Address 1	Address 1	String	50		Optional
29	Primary Care Provider Address 2	Address 2	String	50		Optional
30	Primary Care Provider City	City	String	50		Optional
31	Primary Care Provider State	State	String	2		Optional
32	Primary Care Provider Zip	Zip Code	String	10		Optional
33	Enrolled	Enrolled in the Marathon Health program	String	1	Y/N	Required
34	Gender	Participants gender	String	1	M/F	Required
35	Date of hire	Employee date of hire	String	10	MM/DD/YYYY	Required if an employee
36	Termination date	Employee date of termination	String	10	MM/DD/YYYY	Required if using differential load file
37	Primary Language	Primary Language used by participant	String	3	3 character abbreviation see: http://www.loc.gov/standards/iso639-2/langcodes.html	Optional
38	SSN of employee	SSN of employee to which a participant is associated with	String	50		Required

39	Employee/Family Suffix	Designation for family members. 00- Primary employee 01- Spouse 02- Child	String	2	Two character code indicating if this is a employee, spouse or child.	Required
40	Employment Status	Employee's current employment status	String	3	ACT = Active INA = Inactive LOA = Leave of Absence SEP = Separated/Terminated	Required
41	Job Code	Client Job Code	String	30	Unique #	Optional if implementing PIHMS
42	Job Title	Client Job Title	String	75		Optional if implementing PIHMS
43	Job Desc	Job Description	String	100		Optional if implementing PIHMS
44	Job Effective Date	Date at current position	Date	11	MM/DD/YYYY	Optional if implementing PIHMS
45	Org Level 1 Code	Tier 1 Code #	String	15	Used for Reporting and Application Access	Optional if implementing PIHMS
46	Org Level 1 Name	Tier 1 Descriptive Name	String	50	Used for Reporting and Application Access	Optional if implementing PIHMS
47	Org Level 2 Code	Tier 2 Code #	String	15	Used for Reporting and Application Access	Optional if implementing PIHMS
48	Org Level 2 Name	Tier 2 Descriptive Name	String	50	Used for Reporting and Application Access	Optional if implementing PIHMS
49	Org Level 3 Code	Tier 3 Code #	String	15	Used for Reporting and Application Access	Optional if implementing PIHMS
50	Org Level 3 Name	Tier 3 Descriptive Name	String	50	Used for Reporting and Application Access	Optional if implementing PIHMS
51	Supervisor Emp ID	ID of Employees Supervisor	String	15		Optional if implementing PIHMS