

## **RESOLUTION 20-18**

### **A RESOLUTION TO APPROVE AN AGREEMENT WITH CAREHERE, LLC FOR FIREFIGHTER ANNUAL MEDICAL EXAMINATION SERVICES**

**WHEREAS**, the Board of Mayor and Aldermen recognizes firefighters face extreme physical demand risks on their job that include both employee safety and health; and

**WHEREAS**, these demands leave firefighters susceptible to developing hypertension, diabetes, high cholesterol, and obesity along with potentially higher risk for heart disease and cancer; and

**WHEREAS**, the National Fire Protection Agency (NFPA) has adopted NFPA 1582 as the standard for firefighter medical examinations; and

**WHEREAS**, the Tennessee General Assembly adopted legislation known as the “Barry Brady Act” (the “Act”) which outlines specific types of cancers that are presumed to have been acquired as the result of employment in the fire service and the eligibility requirements for firefighters seeking to be covered by the presumption; and

**WHEREAS**, the Act provides that the employer is responsible for all costs associated with any medical examinations and cancer screenings required pursuant to the Act; and

**WHEREAS**, the Board of Mayor and Aldermen recognize the importance of performing an annual medical examination for fire service employees; and

**WHEREAS**, the City of Spring Hill issued a Request for Proposals to solicit proposals from healthcare providers for the provision of annual medical examinations and cancer screenings and the City subsequently received two proposals from healthcare providers; and

**WHEREAS**, the City of Spring Hill received a proposal from CareHere, LLC to provide annual medical examinations and cancer screenings at a total cost per employee of \$675.00; and

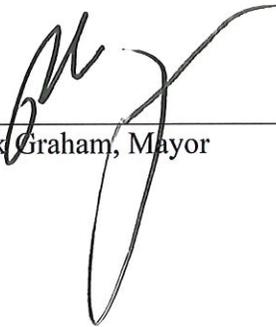
**WHEREAS**, CareHere, LLC was selected as low bidder for medical examination and cancer screening services and City staff subsequently negotiated an Agreement attached hereto containing a detailed description of medical examination and cancer screening services and associated cost per firefighter; and

**WHEREAS**, there is available funding in the approved operating budget of the Fire Department in the amount of \$40,000 to cover the expense for annual medical examinations and cancer screenings for firefighters; and

**WHEREAS**, based upon current full staffing of the Spring Hill Fire Department there would be 59 firefighters participating in the medical examinations and cancer screenings at an estimated cost of \$39,825.00.

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee hereby approves the "CareHere Healthsigns Agreement" attached hereto to enter into an agreement with CareHere, LLC for the provision of annual firefighter medical examinations and cancer screenings at a cost of \$675.00 per firefighter and to authorize the Mayor to execute said Agreement.

**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 18<sup>th</sup> day of February, 2020.**



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Rick Graham, Mayor

ATTEST:



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April Goad, City Recorder

LEGAL FORM APPROVED:



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Patrick Carter, City Attorney



## CAREHERE HEALTHSIGNS AGREEMENT

**THIS CAREHERE HEALTHSIGNS AGREEMENT** (together with any exhibit, schedules or amendments hereto or thereto, this "Agreement") entered into this 25 day of February, 2020 (the "Effective Date"), by and between **CareHere, LLC**, a Tennessee limited liability company with corporate offices at 5141 Virginia Way, Suite 350, Brentwood, Tennessee 37027 (herein, the "Supplier"), and **Spring Hill, TN**, (herein the "Employer").

**WHEREAS**, the Employer desires to contract for the services of Supplier provided for in this Agreement, which Services the Supplier is desirous of providing, all upon those terms and subject to those conditions provided for herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual undertakings of the parties set forth herein, the parties agree as follows:

### ARTICLE I SERVICES

**1.01 Scope of Services.** Throughout the Term of this Agreement as provided for herein, Supplier shall provide or cause to be provided to Employer's Employees comprehensive physical examinations and related services, consisting of health screening and related services, (herein, the "Services") but such Services shall exclude work-related injuries or ailments which may be covered under a workers' compensation plan. As of the date of this Agreement, the Services shall include the items identified on Exhibits A-1 and A-2 attached hereto and any additional Services the Supplier may elect to provide from time to time, after notifying the Employer thereof and the parties reaching an agreement as to the compensation to be paid by the Employer for such additional Services.

**1.02 Location(s) and Standards.** The Services shall be provided at 5141 Virginia Way, Brentwood, Tennessee 37027 (herein, the "Center"), or other mutually agreed upon location, during Supplier's regular operating hours, or other mutually agreed upon time, and shall meet or exceed the professional standards of care in the community for the applicable medical specialty. The Center so indicated is operated by, and the Services contemplated herein are provided by licensed medical professionals (herein, the "Medical Staff").

**1.03 Timeliness.** Supplier will schedule the rendition of Services in a manner calculated to reduce the in-office waiting time of Employees so as to accommodate Employee work schedules at the Employer, consistent with the circumstances.

### ARTICLE II COMPENSATION

**2.01 Compensation.** Supplier shall be compensated for the Services at the rates identified for each Service shown on Exhibits A-1 and A-2. Supplier shall not seek any other or further compensation of any kind for the rendition of Services from the Employer, its Employees or any third persons (including any insurance or other benefit plans which are available to the Employer or the Employees).

2.02 **Invoicing.** Supplier shall invoice Employer each month for the services rendered. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the Employer shall pay to CareHere the amount invoiced for services rendered. Past due amounts are subject to a finance charge of 1.5% per month.

2.03 **Rate Adjustments.** It is understood that on the yearly anniversary date of this Agreement, the compensation rates provided shall be increased commensurate with the most recently reported 12-month increase, if any, reported for the services component of the Medical Consumer Price Index (MCPI), provided that the increase shall not exceed five percent (5%) per year.

### ARTICLE III TERM AND TERMINATION

3.01 **Term.** The term of this Agreement shall commence on the Effective Date of this Agreement and continue for a term of one year with one year automatic renewals provided, however, either party may terminate this Agreement upon the occurrence of any of the following:

3.02 **Termination for Cause.**

(a) The occurrence of an Event of Default hereunder by the other party, where the term “Event of Default” means any of the following: (i) the filing by, or consent to the filing by, a party of a petition for relief under any bankruptcy, insolvency, reorganization or similar law or statute providing for the relief of debtors, or the filing against any such party of any such petition which is not dismissed within sixty (60) days from the date of its filing, or (ii) the failure of a party to pay or cause to be paid any amount provided for in this Agreement and the continuation of such failure for more than five (5) days following such party’s receipt of written notice thereof from the other party, or (iii) the failure of a party to perform or abide by any covenant or undertaking set forth herein (except with respect to payment) and the continuation of such failure for more than thirty (30) days following such party’s receipt of written notice thereof from the other party; or

(b) The determination being made in good faith by a party that the continuation of this Agreement in accordance with its terms does, or is reasonably likely to, result in a violation of applicable law (including regulations of any governmental agency to which a party is subject) or the loss of privileges held by such party under any license, permit or other governmental authorization required in order for such party to continue operations consistent with past practices.

3.03 **Termination without Cause.** Both parties have the right to terminate this agreement with 60 days prior notice for any or no reason. Written notification must be made to the other party. Amounts due the Supplier for services provided will be due and payable immediately upon the final termination date or the agreement is still in force, including the Section 3 (C) late fee. The termination date will be 60 days from the receipt of the written notice.

### ARTICLE IV COMMUNICATIONS

4.01 **Employee Communications.** The parties acknowledge that successful implementation of this Agreement and the realization by the Employer of the benefits sought to be achieved by having its Employees undergo regular comprehensive physical examinations requires communications to and with the

Employees for purposes of educating them as to the nature of the Services hereby made available to them. The Employer shall (i) permit Supplier, the Medical Staff, or any of the Supplier's employees or representatives, access to the Employees at the Employer's facilities at which they are employed for purposes of educating the Employees and scheduling the provision of Services to the Employees, and/or (ii) communicate to its Employees on at least a monthly basis the availability of the Services at the Center provided for in this Agreement. **Error! Reference source not found.** The Employer may utilize either or both of such means by which to communicate to its Employees the availability of the Services.

## ARTICLE V COVENANTS

5.01 **Covenants of the Supplier.** The Supplier covenants and agrees with the Employer as follows:

(a) **Insurance.** Without expense to the Employer and at all times during the Term of this Agreement, Supplier shall maintain, or cause the Medical Staff who provide the Services at the Center to maintain, General Comprehensive Liability Insurance (including contractual liability endorsement) and Professional Medical Malpractice Liability Insurance, each with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate, and such other insurance as is customary and appropriate for organizations engaged in the type of work described herein. Supplier shall, at the request of the Employer or its TPA, provide or cause to be provided to the Employer a copy of insurance certificate(s) evidencing such insurance and, in any event, Supplier shall give the Employer and its TPA written notice of any material change or cancellation of any required insurance policy.

(b) **Use of Employer Name.** Supplier agrees not to use the name or trade name of the Employer, or any trademark, trade device, service mark or symbol of the Employer, in any written materials promoting the Supplier's services in any location; provided that the foregoing restriction and agreement shall not apply to (i) communications with Employees concerning the Services which are undertaken by the Supplier during the Term of this Agreement or (ii) advertisements or other promotional materials produced or published by the Employer which, during the Term hereof, identify the Employer and others similarly situated as being persons for whom the Supplier provides the Services contemplated herein. However, in using the name of the Employer, no use shall be made of any Employer logo, trademark or other identifying symbol without first obtaining the written approval of the Employer.

(c) **HIPAA Privacy Regulations.** At all times during the Term of this Agreement and following its termination, Supplier will protect the privacy of all Protected Health Information ("PHI") according to the standards, specifications and requirements established by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA") and any more stringent requirements imposed by any State or local law. All such information shall be deemed "Confidential Information" for all purposes of this Agreement.

(1) The Employer acknowledges that such requirement may prohibit the Employer being given access to any PHI or other Confidential Information which is created, received, developed or maintained by the Supplier. For purposes of this Agreement, the term "Protected Health Information" shall have the meaning ascribed to it pursuant to the HIPAA and regulations promulgated thereunder.

(2) Except as otherwise required or permitted by applicable law, Supplier will use Confidential Information solely as necessary to provide the Services to the Employee to whom the Confidential Information pertains. Supplier shall use reasonable means to avoid unlawful or prohibited disclosure of Confidential Information, using standards at least as stringent as required by applicable law and regulations and at least as stringent as those it employs with respect to its own confidential and proprietary information.

(3) The Employer represents that, to the extent it or any affiliate of Employer, is itself deemed to be a “covered entity” under HIPAA or receives PHI from a health plan pursuant to an agreement described in 45 CFR § 164.504(f), it is in compliance with the requirements of such law or agreement. Supplier shall have no responsibility to verify or oversee Employer’s compliance with such laws or agreements.

(d) Permits and Licenses. Supplier represents and warrants that it has, and covenants and agrees that it shall at its own cost and expense maintain all governmental licenses and permits necessary for it to enter into this Agreement and to provide the Services contemplated hereby.

(e) Compliance With Law. In providing the Services contemplated hereby, Supplier shall comply with all applicable laws (including regulations) which govern the providing of such Services and/or the use of any information or materials obtained in the performance of this Agreement.

(f) Reporting Requirements. From time to time during the Term of this Agreement, and to the extent permitted by applicable law, Supplier shall provide the Employer with such information reasonably requested by the Employer or its TPA which is reasonably required in order for the Employer or its TPA to determine the rate or degree of utilization made by the Employer’s Employees of the Services. Any such reports relating to Employees may be so provided without identifying the individual and without providing any reasonable basis on which the information can be used to identify an individual. The Supplier shall be entitled to charge the Employer for, and the Employer agrees to pay, a reasonable fee for the provision of any such reports.

## ARTICLE VI MISCELLANEOUS

**6.01 Relationship of the Parties.** Supplier agrees that in performance of this Agreement, Supplier shall act as an independent contractor for all purposes including, but not limited to, matters relating to taxes, and none of Supplier’s employees, contractors and agents shall be subject to the control, supervision and authority of the Employer or its TPA. This Agreement does not make or appoint Supplier the agent of the Employer or its TPA for any purposes.

**6.02 Entire Agreement; Waiver; Amendment.** This Agreement, including the Exhibits provided for herein and attached hereto, contains the entire agreement and understanding between the parties with regard to the subject hereof and supersedes and terminates any and all prior agreements, whether written or oral, with respect to the subject matter hereof. Any amendments, additions or modifications to this Agreement must be in writing and signed by the parties. A waiver of a breach of any provision under this Agreement shall not operate as a waiver of any subsequent breach or violation hereunder.

**6.03 Assignment.** Except as provided in this Section 6.03, neither party hereto shall assign its rights under this Agreement to any person without the prior written consent of the other party; provided,

however: (i) the Supplier has contracts with the Medical Staff or with entities which employ the Medical Staff to provide the Services in accordance with all of the requirements of this Agreement; and (ii) the parties may assign this Agreement to any entity (a) which controls, is controlled by or is under common control with such party, or (b) which acquires all or substantially all of such party's assets and business or with which such party shall merge or consolidate.

**6.04 Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings used to delineate Sections contained in this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

**6.05 Notices.** All notices, demands, requests and other communications required or contemplated by this Agreement shall be in writing and shall be deemed duly given (i) on the date of delivery if personally delivered, (ii) on the business day after dispatch if sent by documented overnight delivery service (such as Federal Express), (iii) on the date of transmission if sent by electronic transmission, provided that a confirmation copy of such transmission is sent no later than the following business day; or (iv) on the third business day after deposit in the United States mail if sent by registered or certified mail, return receipt requested, postage prepaid. All such notices shall be directed to the parties at their respective addresses provided for below.

To Supplier:

Attn: Ben Baker  
5141 Virginia Way  
Suite 350  
Brentwood, TN 37027  
Fax: 615-469-6181  
Email: bbaker@carehere.com

To Employer:

Attn:  
Fax:  
Email:

**6.06 Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State Tennessee, without regard to conflict of law rules or principles.

**6.07 Counterparts.** For convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**6.08 Venue and Jurisdiction.** The exclusive Venue and Jurisdiction for any dispute arising pursuant to this Agreement shall be in the Circuit Court for Maury County.

**6.09 Attorney's Fees.** In the event of a default in the performance of any of the provisions of this Agreement, the defaulting party shall pay the reasonable attorney's fees and court costs of the non-defaulting party associated with the enforcement of any of the provisions of this agreement.

**6.10 Indemnity and Hold Harmless.** Supplier shall provide a defense, indemnify and hold the Employer harmless from and against any and all claims arising from Supplier or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

*(The Remainder of this Page Intentionally Left Blank)*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date of this Agreement.

SUPPLIER:

CareHere, LLC

By (sign):

By (print): Ben Baker

Title: COO

Date:

2/25/20

EMPLOYER:

City of Spring Hill, Tennessee

By (sign):

By (print):

Kieren Arahams

Title:

MAYOR

Date:

2/18/2020

**EXHIBIT A-1  
SERVICES**

Description of Service	CPT Code	Restrictions	Fee Payable
<b><u>Base Exam:</u></b> <ul style="list-style-type: none"> <li>• Complete Physical Exam</li> <li>• Electrocardiogram (Resting)</li> <li>• Pulmonary Function Test (Spirometry)</li> <li>• Audiometry (Hearing Test)</li> <li>• Vitals</li> <li>• Lab Work (Exhibit A-2, which includes blood chemistries and CBC for multiple myeloma and non-Hodgkin’s lymphoma)</li> <li>• Screening Ultrasound (Thyroid, Kidney, Gallbladder, Liver and Carotid Artery)</li> <li>• Body Composition Analysis</li> <li>• Skin examination (checking for skin cancer)</li> </ul>	99199	None	\$500.00/person
<b><u>Chest X-ray (2 view)</u></b>	71046		\$30.00/test
<b><u>Prostate Specific Antigen (PSA)</u></b>	84152, 84153, or 84154		\$10.00/test
<b><u>TB Screen</u></b>	86580		\$20.00/test
<b><u>Hepatitis B antibody screening (Titer Test)</u></b>	86706		\$15.00/test
<b><u>Hepatitis C screening</u></b>	86803		\$20.00/test
<b><u>HIV screening</u></b>	86701		\$40.00/test
<b><u>Cancer screening</u></b>	82274	Colon Cancer screen only	\$40.00/test

Where required by applicable law (including the law of the State wherein the Center exists), billing for the foregoing will be done separately by laboratory testing facilities, the Medical Staff or others who perform tests and examinations in respect to the foregoing. In recognition of the manner in which the Services are scheduled by the Supplier, a “no-show” charge of Fifty Dollars (\$50.00) shall be permitted for any Employee who does not keep a scheduled appointment for Services unless the Employee reschedules the appointment within fifteen (15) days from the date initially scheduled for the Service.

The preferred method for colon cancer screening will be Fecal Immunochemical Test (FIT) for the convenience of firefighters.

**EXHIBIT A-2  
 LAB TESTING**

**Chemistry Screen**

- Glucose
- Sodium
- Potassium
- Chloride
- Urea Nitrogen (BUN)
- eGFR
- Creatinine
- BUN/Creatinine ratio
- Uric Acid
- Inorganic Phosphorus
- Calcium
- Iron (TIBC)
- Total Protein
- Albumin
- Globulin
- Albumin/Globulin Ratio
- Total Bilirubin – Liver Function
- Direct Bilirubin
- Alkaline Phosphatase – Liver Function
- Gamma-GT
- AST (SGOT)
- ALT (SGPT)
- LDH – Heart Enzyme
- HgbA1c (for known diabetics)

**Lipids**

- Triglycerides
- Cholesterol, Total

- HDL-High Density Lipoprotein Cholesterol
- LDL-Low Density Lipoprotein Cholesterol
- VLDL-Very Low Density Lipoprotein Cholesterol
- Cholesterol / HDL-Cholesterol
- Estimated Coronary Heart Disease Risk

**Urinalysis**

- Color
- Appearance
- Specific gravity
- pH
- Protein
- Glucose
- Microscopic examination of urine sediment
- Ketones
- Occult blood
- Leukocyte esterase
- Nitrite
- Bilirubin
- Urobilinogen

**Thyroid**

- Thyroid-stimulating Hormone (TSH)
- Thyroxine (T4)
- T3 Uptake
- Free Thyroxine Index

**Complete Blood Count (CBC)**

- White Blood Count (WBC)
- Red Blood Count (RBC)
- Hematocrit
- Platelets
- Lymphs
- Monocytes
- Eos
- Hemoglobin
- Mean Corpuscular Volume (MCV)
- Mean Corpuscular Hemoglobin (MCH)
- Mean Corpuscular Hemoglobin Concentration (MCHC)
- Polymorphonuclear Neutrophils (Polys)
- Basos

**Audiometric Testing:**

- Testing at frequencies 500 up 8000Hz
- Testing on each ear completed separately
- Date and Time of Audiogram
- Examiner's name and CAOHC Certification Number

**Additional Laboratory Tests:** Any additional diagnostic laboratory tests requested by Employer will be submitted to diagnostic laboratories for processing and will be billed to Employer at cost with no additional markup.

**Testing Days:** On-site exams may be performed Monday through Saturday.

**Timeline for Completion:** Examinations will commence beginning in March 2020 based upon a mutually acceptable schedule.

**Test Results:** Test results along with a summary letter of physical exam findings and recommendations will be sent to each firefighter via email (utilizing non-City email address for privacy/confidentiality) or U.S. Postal Service (USPS) to an address provided and approved by the firefighter.