

## ADDENDUM TO HEALTH SERVICES AGREEMENT

This Addendum to Health Services Agreement (the "Addendum"), to be effective OCT 12 2017 is hereby attached to and made part of the Health Services Agreement by and between Lexington Fayette Urban County Government ("Client") and Marathon Health, LLC. ("Marathon") dated September 20, 2011, for certain preventive, wellness, disease management, health consultation and/or primary care services.

### WITNESSETH

**WHEREAS**, on September, 2011, Client entered into an agreement with Marathon for preventive, wellness, disease management, health consultation, primary care, and occupational health services for its employees and eligible dependents, to begin on January 18, 2012 (the "Original Agreement").

**WHEREAS**, on January 29, 2015, parties amended the original agreement to add a third full-time physician assistant to respond to the growing demand for services.

**WHEREAS**, the Parties, jointly wish to amend to the Original Agreement, as amended, to allow for a one (1) year contract extension.

**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 Health Services Agreement between Lexington Fayette Urban County Government dated September 20, 2011 with a contract period beginning January 18, 2012, is hereby extended as amended, for an additional one (1) year, through January 18, 2019, with all terms and conditions applying through the extension period, except Schedule A, which is modified as follows:

#### Location and Timing of Services

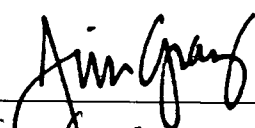
Section a. is modified to read: "The services provided under this Agreement will be provided at a site to be located at 100 Trade Street, Lexington, KY 40511 or at a location of the client's choosing.

Section b. is modified to read: "Notwithstanding the hours of operation described above, the health center shall be closed for eight (8) holidays per year with the exception of Martin Luther King day and President's Day, when the health center will remain open."

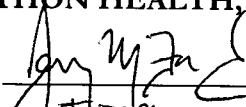
- **Services.** Marathon will provide Client with the services described and set forth in **Schedule A** (the "Marathon Services") as modified attached. Services that do not clearly fall within the description set forth on **Schedule A** shall be outside the scope of this Agreement, and Client shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider. Marathon may provide some of the Marathon Services by engaging the services of third party contractors, particularly for professional services.
- **Fees.** Marathon will submit invoices to Client for the initial fees as set forth in **Schedule B** ("Fees and Payment Schedule") attached. 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. 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.

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

**CLIENT**

Signed:   
Name: Jim Gray  
Title: Mayor  
Date: OCT 12 2017

**MARATHON HEALTH, LLC.**

Signed:   
Name: JERRY M FORD  
Title: CEO  
Date: 8/31/2017

**Schedule A  
MARATHON SERVICES**

**DESCRIPTION OF SERVICES**

Ongoing Services: As of the Commencement Date, Marathon shall provide onsite health services as follows for eligible employees, spouses, and children.

The following is included in the annual fees, per Schedule B:

**Individuals eligible to participate as of the Commencement Date:**

Employees .....	4,400
Spouses .....	1,850
Children .....	2,250

**Health Center Staffing:**

Staffing will include 1.0 FTE physicians, 3.0 FTE physician assistants or nurse practitioners, 3.5 FTE medical assistants and 1.0 FTE receptionist.

**Location and time of services:**

- a. The services provided under this Agreement will be provided at a site to be located at 100 Trade Street, Lexington, KY 40511 or at a location of the client's choosing.
- b. Hours of operation will be 48 hours per week, between 8:00 am and 5:00 pm Monday, Wednesday and Friday, 8:00AM and 7:00 PM Tuesday and Thursday and 8:00 AM and 12:00 PM Saturday.
- c. Notwithstanding the hours of operation described above, the health center shall be closed for eight (8) holidays per year with the exception of Martin Luther King Day and Presidents Day, when the health center will remain open.
- d. In the event of an unexpected clinician absence, the health center shall remain open for services to be continued, to the extent possible, by the other regular health center staff member(s).

**ONGOING SERVICES INCLUDED IN ANNUAL FEE**

Labor costs, medical & office supplies, medical liability insurance, worker's compensation insurance, general liability insurance and all other insurance policies.

**Primary care:**

- Acute Care
  - Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries.
- Pregnancy support and education
- Prescription management
- Management of Chronic Conditions
  - Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.

- For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the Marathon Health clinician will work in collaboration with said provider to provide adjunct care and education to the patient.
- For those individuals who do not have a primary care provider, we can function as the medical home and provide full primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The physician will work in collaboration with specialty care providers if specialty referral is indicated.
- Routine annual exams and screenings
  - Routine biometric screening including height, weight, BMI, and a blood draw via finger stick to test for glucose and lipids.
  - Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.
  - Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.
- Travel Medicine
  - Consultation with clinician to receive guidance on recommended immunizations, medications, and travel precautions. Vaccines can be administered in-house for most required immunization but are purchased in advance per agreement with Client, and the cost of vaccines is not included in the annual fees.

#### **Pediatric Care:**

- Episodic care of minor acute illnesses such as ear infections, upper respiratory infections, rashes, diarrhea, nausea and vomiting for children ages 2 and higher.
- Well child care for children ages 6 and higher – School physicals, sports physicals, annual physicals, health coaching, and chronic condition coaching.

#### **Supplemental Primary Care Services:**

- Lab draws
  - Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite clinician. The cost of external lab processing is a third party charge to Client that not included in the annual fee.
- Immunizations
- Allergies
  - Work collaboratively with an individual's allergist to administer allergy injections as a convenience to the employee.
- CLIA-waived labs
  - Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Influenza A & B, Lipid Profile, Mono, Strep A, Urinalysis.

#### **Occupational Health Services:**

- Work-related injuries
  - First treatment of minor work related injuries. Examples include, but are not limited to, minor strains, sprains, dermatitis, insect bites.
- Routine pre-employment physicals
  - Includes history and physical examination. External lab processing is not included in annual fees.

- Role-specific pre-employment or annual physicals
  - Firefighter
    - Includes history and physical examination, pulmonary function testing, OSHA audiometric testing and EKG. External lab processing and immunizations required are not included in annual fees.
  - Police
    - Includes history and physical examination, color vision testing, audiometry and EKG. External lab processing and immunizations required are not included in annual fees.
- DOT physicals per Department of Transportation regulations
- Drug screening
- Audiometric testing
- Return to work
  - An examination to determine one's ability to return to work after a worker's comp injury.
  - Pulmonary function exams
- Fitting of Respiratory Masks
  - Assurance that an individual's respiratory mask appropriately fits. Respiratory masks are provided by employer.

#### **Health Maintenance and Disease Prevention:**

- 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 Health History and Risk Assessment (HHRA)
  - 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

#### **Chronic Condition Coaching**

- 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

#### **Health Engagement System technology platform**

For up to 110% of the employees, spouses and adult children 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
- Ability to import encounter data from carrier to provide historical patient encounter information
- Export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format

### **Account Management and Advisory Services**

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

### **Management Reporting and Analysis**

- **Monthly client activity and trends report** including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, and overall savings from operations.
- **Annual reports including:**
  - Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
  - Review of health center operations including health center volumes and patient engagement
  - Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations 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.

Additional custom reporting beyond 20 hours per year will be billed as Additional Services at the rate of \$150/hour.

### **Participant Communications and Promotions**

- **Quarterly communication campaign** with customizable, templated material to promote services. Outreach is customized to client's needs, based on review of client's population health risk stratification report.
- **Health Promotion Catalog** including educational sessions, group programs, health center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.

The standard communication package includes all production and printing costs.

Optional communication services, to be billed as Additional Services:

- **Focus groups:** Onsite meetings with employees to understand their thoughts about the health center, document perceptions, and utilize feedback in communication planning.
- **Video Production:** Short videos to promote the services, success stories, or address concerns.
- **Design/Production Non Storefront Material:** Production of material that requires additional customization.
- **Mailings to homes:** Additional postage cost for mailing of materials to participants' homes, rather than distributing in the workplace.

### **OPTIONAL SERVICES NOT INCLUDED IN QUOTED FEES**

Acquisition of flu vaccine and related supplies

Cost of other vaccines, prescription medicine, and durable medical equipment

### **NOT INCLUDED IN THE QUOTED FEES**

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.
- Internet connectivity and telephone service for Marathon staff.
- Additional Account Management and Advisory Services, Communications Services or Reporting Services beyond those described in Schedule A.
- Additional Data Services, such as custom interfaces for uploads of prior provider data, or more than 3 ongoing activity reports.

**Schedule B  
FEES AND PAYMENT SCHEDULE**

**Service fees:**

Fees for the initial year of this agreement are as follows:

Annual Service Fee Beginning Yr. 1 of Contract Extension (1/18/18) representing a 3% increase over year six (6) base fees per agreement.....\$1,697,510

Fees for optional services:

Flu vaccinations ..... At current rates

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

Additional Services ..... At current rates

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

**Payment schedule:**

Service fees are invoiced and payable as follows:

- 1/12 of Annual Service Fees at beginning of each month of service
- Additional Services, and other unexpected costs incurred as a result of service modifications requested by Client as incurred.