

**CITY OF FRANKLIN COMMON COUNCIL
RESOLUTION NO.: 23-21**

**RESOLUTION AUTHORIZING AGREEMENT FOR SERVICES
WITH PMR HEALTHCARE**

WHEREAS, the City of Franklin, Indiana, acting by and through its Common Council is a government organization that determines and appropriates funding of services to the citizens of Franklin, Indiana and to City employees; and

WHEREAS, the Board of Public Works and Safety is charged with the duty of managing its employees and generally determining benefits that have been funded by the Common Council of the City of Franklin; and

WHEREAS, the City of Franklin does provide to its employees' health insurance benefits through the City of Franklin health insurance program; and

WHEREAS, the rising costs of healthcare services and employee benefits must be managed in order to appropriately remain within budget constraints of the City; and

WHEREAS, the City of Franklin is committed to providing said benefits in a fiscally prudent manner; and

WHEREAS, PMR Healthcare, an Indiana Corporation with its principal place of business located at 7399 N Shadeland Ave, Indianapolis, IN is engaged in the business of providing onsite health services in a clinic setting on behalf of employers; and

WHEREAS, PMR is establishing a healthcare clinic onsite at Johnson Memorial Hospital in the City of Franklin, Indiana; and

WHEREAS, in its ongoing effort to reduce healthcare costs, the City believes that engaging PMR Healthcare to provide access to said clinic and make the clinic an option available to its employees for healthcare services is beneficial to the employees of the City of Franklin as well as the City of Franklin taxpayers; and

WHEREAS, attached hereto as Exhibit "A" is a proposed Agreement for Services between the City of Franklin and PMR Healthcare.

NOW THEREFORE BE IT RESOLVED that in consideration of the forgoing, City of Franklin Common Council does hereby adopt the above aforementioned as findings of fact and further approves as follows:

1. The City of Franklin shall enter into the Agreement for Services as set forth on the attached Exhibit "A" and the Mayor of the City of Franklin is authorized to enter into said Agreement and sign on behalf of the City of

Franklin.

2. The Clerk Treasurer of the City of Franklin is authorized to make payment for the services as set forth on the attached Agreement for Services identified as Exhibit "A" and take any action necessary to comply with the terms of the Agreement.
3. The Mayor is authorized on behalf of the City of Franklin Common Council to advise the employees of the City of Franklin that said clinic is available for use by its employees to voluntarily use the clinic in an effort to reduce rising healthcare costs and to further enhance the health and safety of the employees of the City of Franklin.

INTRODUCED & APPROVED by the Common Council of the City of Franklin, Johnson County, Indiana this 4 day of December, 2023.

City of Franklin, Indiana, by its Common Council:

Voting Affirmative:


Kenneth Austin, President

Absent
Jennifer Price

Absent
Robert D. Heuchan


Anne McGuinness


Irene Nalley


Josh Prine


Shawn Taylor

Voting Opposed:

Kenneth Austin, President

Jennifer Price

Robert D. Heuchan

Anne McGuinness

Irene Nalley

Josh Prine

Shawn Taylor

Attest:

Jayne Rhoades
Jayne Rhoades,
City Clerk Treasurer

Presented by me to the Mayor of the City of Franklin for his approval or veto pursuant to Indiana §36-4-6-15, 16 this 5 day of December, 2023 at 6:30 o'clock P.M.

Jayne Rhoades
Jayne Rhoades,
City Clerk Treasurer

This Ordinance having been passed by the legislative body and presented to me was Approved by me and duly adopted, pursuant to Indiana Code §36-4-6-16(a)(1) Vetoed pursuant to Indiana Code § 36-4-6-16(a)(2), this 5 day of December, 2023 at 6:30 o'clock P.M.

Steve Barnett
Steve Barnett, Mayor

Attest:

Jayne Rhoades
Jayne Rhoades,
City Clerk Treasurer

Prepared by:
Lynnette Gray, City Attorney

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into on the 4th day of December, 2023 between PMR Healthcare, an Indiana corporation with its principal place of business located at 7399 N. Shadeland Avenue, Suite 103, Indianapolis, Indiana 46250 ("PMR") and the City of Franklin, with its principal place of business located at 70 E Monroe Street, Franklin IN 46131 ("Client").

WITNESSETH:

WHEREAS, PMR is engaged in the business of providing on-site health and safety services on behalf of employers; and

WHEREAS, Client desires to engage PMR, and PMR desires to be engaged by Client, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1, SERVICES:

PMR agrees to be engaged by Client in connection with the services described on the applicable Exhibit(s) and Schedule(s) attached hereto and incorporated herein by reference ("Services") and to be performed at the location(s) as provided on such Exhibit(s) and Schedule(s) ("Location").

SECTION 2, PAYMENT FOR SERVICES AND BILLING PROCEDURES:

Client agrees to pay PMR for the Services such amounts and according to such terms and billing procedures as provided on the applicable Exhibit(s) and Schedule(s).

SECTION 3, TERM: TERMINATION:

3.1 Term. The term of PMR's engagement by Client shall only be for the performance of the project or projects described on the applicable Exhibit(s) and Schedule(s), or as otherwise specified on such Exhibit(s) and Schedule(s).

3.2 Termination For Cause. Either party may terminate this Agreement for cause if the other party materially fails to perform, and said failure to perform is not cured, as required by the terms herein. However, the alleged defaulting party shall be given Thirty (30) days to cure any such default after written notice from the other party specifically describing the alleged default(s) ("Cure Period"); provided the defaulting party shall only be provided and entitled to no more than two (2) Cure Periods (related or unrelated) in any twelve (12) month period. No notice and opportunity to cure is required for Client's non-payment of Services. PMR may terminate

this Agreement immediately upon any Client invoice, or upon any amount due under this Agreement, becoming Thirty (30) days past due and delinquent from the original due date.

3.3 Immediate Termination For Cause. PMR, at its sole option, may immediately terminate this Agreement without a Cure Period, upon providing written notice to the Client, in the event: (1) The Location(s) used for this Agreement ceases operations or is inaccessible for any reason that is not attributable to PMR; or (2) PMR determines in its sole discretion that it is no longer suitable, desirable, or economically feasible to continue providing any or all portions of the service(s) as described in the Exhibits, Schedules, and Attachments .

3.4 Termination For Insolvency. Either party may terminate this Agreement on thirty (30) days written notice if the other party is insolvent or has made any assignment by operation of law or otherwise of this Agreement or any of its rights hereunder for the benefit of creditors.

3.5 Termination By Agreement. This Agreement may be terminated by mutual agreement of the parties.

3.6 Termination Without Cause. Following the end of the eighteenth (18th) month of this Agreement, either party may terminate this Agreement without cause upon providing One Hundred and Eight (180) days prior written notice to the other party.

3.7 Duties Upon Termination. Upon termination of this Agreement, Client shall immediately pay all outstanding sums due to PMR (including any applicable termination fee(s) as specified in the Exhibit(s) to this Agreement).

SECTION 4, FACILITY, EQUIPMENT AND SUPPLIES:

PMR agrees to be responsible for providing the facility, equipment and supplies at the Location as provided on the attached Exhibit(s) and Schedule(s), as applicable.

SECTION 5, PMR REPRESENTATIVES:

5.1 Nature of Relationship. The parties agree that PMR is an independent contractor of Client. All PMR representatives assigned to the Location are employees of PMR whereby PMR shall be solely responsible for all direction, expenses and benefit costs related to PMR's representatives, including without limitation workers compensation insurance, unemployment insurance and retirement plans.

5.2 Scheduling. PMR shall be solely responsible for scheduling its representatives at the Location consistent with the Services being provided to Client.

5.3 Qualifications and Training. PMR representatives assigned to the Location shall be qualified to perform the particular responsibilities assigned to them. PMR representatives shall be trained by PMR, or other organizations as PMR may determine, in PMR's standard clinical guidelines, software and administrative and record keeping procedures.

5.4 Non-Solicitation of PMR Employees and Placement Fee. Client acknowledges that PMR has invested and continues to invest substantial time and money in selecting and training PMR's representatives in the use of its practice protocols, systems and procedures. Throughout the term of this Agreement and for Two (2) years following the expiration or earlier termination of this Agreement for any reason, Client shall not solicit, directly or indirectly, or otherwise attempt to induce any of the representatives of PMR to leave the employment of PMR for any reason..

SECTION 6, SECURITY AND SAFETY:

6.1 Security. Client shall be solely responsible for providing all security and related services for the Location, including without limitation personal protection and hazardous material precautions and procedures.

6.2 Safety. PMR and Client shall conduct activities in compliance with all applicable workplace laws and regulations.

SECTION 7, MEDICAL RECORDS AND CONFIDENTIALITY:

Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of patient information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

PMR will make available and/or transfer to Client certain confidential information in conjunction with the aforementioned Services only upon PMR's satisfaction that such disclosure or transfer is in compliance with all applicable laws and regulations.

Client will only have access to/or receive from PMR certain information that can be used or disclosed only in accordance with HIPAA Laws & Standards [PUBLIC LAW 104-191; AUG. 21, 1996; HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996; Public Law 104-191; 104th Congress.]

Pursuant to HIPAA and HITECH, PMR and all of its employees shall follow the stated procedures and rules set forth therein. PMR will not engage in any activities that are in conflict with the HIPAA and HITECH Acts.

Pursuant to the HIPAA Act, at the termination of this agreement, barring any extensions, addendum, or other modifications that would keep PMR in control of said records, PMR will transfer to Client all legally allowable records that PMR has collected or received during the term of this Agreement. Such transfer shall be to an authorized agent of the Client or HIPAA Compliance Officer of Client.

SECTION 8, INSURANCE:

8.1 Proof of Insurance. At the time of execution of this Agreement PMR shall provide Client with proof of insurance in accordance with the minimum requirements as set forth on Attachment "A" and shall maintain said minimum coverages in the amounts shown throughout the term of this Agreement.

SECTION 9, PMR CONFIDENTIAL AND PROPRIETARY INFORMATION:

9.1 Description and Definition. In providing the Services pursuant to this Agreement at the Location, PMR will install and use proprietary computer software applications, maintain on-site proprietary policy and procedure manuals and other written materials, and utilize proprietary business methods ("Confidential and Proprietary Information").

9.2 Ownership. Client acknowledges that PMR is the owner of the Confidential and Proprietary Information and Client shall not acquire any ownership interest in the Confidential and Proprietary Information as a result of this Agreement. Further, Client shall not make any copies of the Confidential and Proprietary Information, and upon termination of this Agreement shall immediately cease using and return all such Confidential and Proprietary Information to PMR.

9.3 Prohibited Disclosure. Client shall not disclose any of the Confidential and Proprietary Information except as expressly permitted by PMR in connection with PMR's performance of the Services unless as required by law or in accordance with any Court Order. Client will advise PMR upon receipt of any Court Order or public records request requiring disclosure of information.

9.4 Protection and Confidentiality Requirements. Client shall use reasonable means to assist in maintaining the security and confidentiality of the Confidential and Proprietary Information and shall not relocate any of the Confidential and Proprietary Information without the express prior written consent of PMR.

SECTION 10, LAWS GOVERNING SERVICES:

Both parties shall perform their respective responsibilities under this Agreement in accordance with all applicable local, state and federal laws in effect. In the event either party fails to comply with any applicable law, the other party may terminate this Agreement for cause as provided in Section 3 of this Agreement. In the event that after the execution of this Agreement PMR incurs additional costs to comply with its responsibilities and obligations under the terms of this Agreement due to a pandemic, natural disaster, local/state/national disaster, new law or change in existing law(s) applicable to PMR's responsibilities and obligations hereunder, the parties may mutually agree to increase the payment amount due from Client to PMR. If the parties are unable to agree on an increased payment amount within thirty (30) days of such notice from PMR to Client, then (i) PMR may in its sole discretion absorb the additional costs, or (ii) either party may terminate this Agreement.

SECTION 11, NOTICES:

All notices under this Agreement shall be in writing and shall be made only by personal service, or registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Receipt

If to PMR: PMR Healthcare
ATTN: Robert C. Lee
7399 North Shadeland Avenue, #103
Indianapolis, Indiana 46250

If to Client: City of Franklin Clerk Treasurer
City of Franklin Mayor
70 East Monroe Street
Franklin, IN 46131

Notices are effective upon receipt. Either party may change its address by written notice to the other party as provided in this Section 11.

SECTION 12, GENERAL LEGAL MATTERS:

12.1 Entire Agreement. This Agreement, including all Exhibit(s) and Schedule(s) hereto, supersedes all prior understandings, commitments, arrangements, and agreements between the parties hereto and constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

12.2 Severability. In case any one or more of the terms, covenants, or provisions, or any portion thereof, contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term, covenant, or provision, or the remaining portion thereof, of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable term, covenant, or provision, or portion thereof, had never been contained herein.

12.3 Amendment; Waiver. This Agreement may not be supplemented, altered, modified, or amended in any manner, except by written amendment signed by all the parties hereto. Client acknowledges that only PMR's President, Chief Executive Officer or Vice-President of Operations has the authority to amend this Agreement on behalf of PMR. No waiver by either party hereto of any term, covenant, or provision of this Agreement shall be effective unless the same shall be in writing and signed by the waiving party. The failure in one or more instances of either party to enforce any term, covenant, or provision of this Agreement or to exercise any right or remedy shall not prohibit any subsequent enforcement or exercise thereof or constitute a waiver of any such term, covenant, provision, right, or remedy. The waiver by either party hereto of a breach of or noncompliance with any term, covenant, or provision of this Agreement shall not operate or be construed as a continuing waiver or as a waiver of any other or subsequent breach or noncompliance hereunder.

12.4. Headings. The headings, captions, and section titles in this Agreement have been inserted solely for ease of reference and are not intended to define, construe, describe, or limit the scope or intent of the terms, covenants, and restrictions of this Agreement.

12.5. Assignment and subcontracting. This Agreement does not create any right or benefit to anyone other than Client and PMR and shall not be assigned by either party without the prior written approval of the other party. PMR, however, may elect to subcontract any or all portions of the Services to a qualified subcontractor in PMR's sole discretion.

12.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

12.7. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provisions, principles, or rules (whether of the State of Indiana or any other jurisdiction) that would cause the application of any laws of any jurisdiction other than the State of Indiana. The parties hereto submit to the jurisdiction of the courts of the State of Indiana located within Marion County, Indiana and expressly waives any and all objections as to venue in any such courts.

12.8. Enforcement Costs. If any legal action or other proceeding is brought by one of the parties hereto for the enforcement of this Agreement or because of an alleged dispute, breach or default in connection with any provision of this Agreement, the prevailing party shall be entitled to recover reasonably attorneys' fees and expenses and court costs incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

12.9. Construction. This Agreement is the product of negotiation by all the parties hereto and shall be deemed to have been drafted by all the parties hereto. This Agreement shall be construed in accordance with the fair meaning of its provisions, and its language shall not be strictly construed against, nor shall ambiguities be resolved against, any party.

12.10. Further Assurances. Each party shall, from time to time, upon request by the other party, execute such additional documents as reasonably may be required to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

PMR:
PMR Healthcare

By: Cyd

Printed: Craig Marcroft

Its: President/CEO

Date: 12/4/23

Client:
The City of Franklin

By: Steve Barnett

Printed: Steve Barnett

Its: Mayor

Date: 12-5-2023

EXHIBIT A

Description of Services:

PMR shall provide the City of Franklin (Client) with access to Clinic Services at the PMR Clinic at Johnson Memorial Health- Franklin (Location) as outlined and limited in Schedule 1 attached hereto.

Commencement Date and Term of Services:

Clinic Services Commencement

Setup

PMR will begin setup of Client and Location to prepare for patients to access the clinic on or around December 4, 2023 (Agreement signing date).

Operations

PMR shall begin providing Clinic Services for the Client at the Location on January 1, 2024. The first date that the Client is given access to the Location shall be named the Operations Anniversary Date.

Clinic Term of Service

PMR shall provide access to Clinic Services at the Location for a period of two (2) years from the Operations Anniversary Date.

Upon the expiration of the original two (2) year term, or any renewal of a three (3) year term of service, this agreement shall automatically renew on the Operations Anniversary Date for an additional three (3) year term, unless either party provides written notice to the other of its intent to terminate this agreement not less than one hundred and eighty (180) days before the end of the then-current term.

Location of Services:

The location(s) at which PMR will provide the Service(s):

Clinic Location

The PMR Clinic at Johnson Memorial Health- Franklin
1159 W Jefferson St., Franklin, IN 46131

Pricing/Payment for services / Billing procedures:

1. The Pricing for the Services shall be as described in Schedule 1 attached hereto.
2. Client shall be invoiced any Setup Fee cost upon Service Agreement Exhibit execution. Setup Fee invoices shall be paid by Client to PMR within 10 days of receipt of invoice.
3. Client shall be invoiced any applicable Program Fees on a monthly basis. Invoices are submitted to Client fifteen (15) days or more prior to the beginning of the month which they are associated. All Ancillary Services Fees and any other agreed upon program or services costs will also be invoiced on a monthly basis. All invoices, except Setup Fee shown above, shall be paid by Client to PMR within thirty (30) days of receipt of the invoice.

Non-payment of services:

1. A five percent (5%) late fee shall be assessed on any outstanding balance forty-five (45) business days after the applicable due date and ten percent (10%) for every sixty (60) days thereafter.
2. If any outstanding balance reaches thirty (30) days of non-payment from its original due date, it shall be considered a default under the Agreement by Client, and PMR may, at its option, terminate the Agreement for cause and cease providing the Services immediately (as set forth by section 3.2 of the Agreement "Termination for Cause").

Termination Fee:

In the event that Client defaults under or breaches the provisions of the Agreement, and such default or breach results in the Agreement's termination, Client shall immediately pay to PMR: (a) all amounts due for services rendered up to the date of termination, including current and past due amounts and all applicable late fees.

The parties by their signatures below hereby execute and acknowledge that this Exhibit A and Schedule 1 attached, hereto titled Services for the City of Franklin, are fully incorporated by this reference into the Agreement for Services executed by the parties on the 4th day of December, 2023.

If this Exhibit is not executed and returned to PMR by December 18, 2023, it and its subsequent Schedule(s) shall be null and void.

PMR:

PMR Healthcare

By: 

Printed: Craig Marcroft

Its: President/CEO

Date: 12/4/23

Client:

The City of Franklin

By: 

Printed: Steve Barnett

Its: mayor

Date: 12/4/2023

Schedule 1 to Exhibit A
Services for the City of Franklin

PMR Healthcare (PMR) will provide the City of Franklin (Client) with access to Clinic Services at the PMR Clinic at Johnson Memorial Health as described below. PMR may choose to add, remove, or alter the Clinic Services at PMR's sole discretion and should those additions, removal and alterations materially affect the delivery of services, the Client may terminate this Agreement upon sixty (60) days' Notice.

Clinic and Staff Availability

The clinic will typically operate 40 hours per week, with the final schedule set and updated at PMR's discretion upon providing client notice and an opportunity for input regarding clinic availability. The clinic will be closed for holidays. The clinic's initial hours of operation will typically be Monday through Friday, 8 am to 5 pm with a one (1) hour lunch break closure during each day. This schedule may change due to patient demand and utilization trends.

If the clinic's regular practitioner is unavailable for 10 consecutive standard business days or less for any reason, the clinic may only be open for limited use with no practitioner onsite for that time. Ongoing fill-in coverage will be based on availability. PMR will at its sole discretion determine the type, level, and skill set of any fill-in practitioner.

Notice of Available Clinic Services

PMR agrees to use diligent and good faith efforts to inform Client's employees of the Clinic's availability and the services available to employees including but not limited to Clinic dates and times of operation and onboarding information for Client's employees.

Available Clinic Services

Expanded Primary Care

When possible/applicable, expanded primary care may include:

1. Obtain and review patient history.
2. Establish patients' health baseline.
3. Provide illness and injury care.
4. Deliver episodic care: cold, flu and minor illness/injury.
5. Obtain medical histories and perform physical exams.
6. Diagnose, treat and monitor illnesses and injuries.
7. Order and interpret tests such as lab work and x-rays.
8. Perform routine care and physicals.
9. Prescribe medication and administer clinic-based prescription drug programs.
10. Deliver ambulatory care, general medicine, family medicine, sub-acute care, wound care, culture- specific care, direct/in-direct care, managed care, preventative care, and restorative care.
11. Provide preventive health and lifestyle practices counseling.
12. Deliver preventative medicine programs.
13. Manage chronic diseases
14. Provide common laboratory services in the clinic.
15. Provide education, planning and oversight for patient nutrition and dietary care.
16. Provide women's health programs.
17. Coordinate patient care.
18. Provide referrals to specialists.
19. Act as strong patient advocates.
20. Manage patient compliance.
21. Provide case management of illnesses, including those sent to offsite specialists.
22. Deliver immunizations, flu shots, and other vaccinations.

Annual Patient Physical Examinations and Health Screenings

When possible/applicable, patient physicals may include:

- | | | |
|-------------------------|---------------|--------------------|
| 1. Physical Examination | | |
| ▪ Vital Signs | ▪ Heart Rate | ▪ Blood Pressure & |
| ▪ Respiration Rate | ▪ Temperature | Pulse |

- Visual Examination
 - Auscultation (heart, lungs, gastrointestinal)
 - Ear, nose, throat exam
 - Palpation of thyroid
 - Palpation of lymph nodes
 - Basic abdominal exam (kidneys, liver, etc.)
 - Basic neurological exam (Romberg test, etc.)
 - Skin examination
 - Extremity examination
 - Mobility test
 - Hernia check
 - Height & Weight
2. Patient History
 3. Complete Blood Count (CBC)
 4. Metabolic Panel
 5. Body Mass Index (BMI)
 6. Basic Vision & Color
 7. EKG
 8. U/A Dipstick
 9. Cholesterol
 10. Glucose
 11. Lift test
 12. Occult Blood
 13. Peak Flow test
 14. Pulmonary Function Exam (PFT) (Adult)
 15. Prostate exam
 16. Breast exam

Prescription (RX) Dispensation Program

PMR provides an assortment of prescription medications directly through the clinic. The PMR Rx program includes multiple levels of medications based on a price-per-level cost structure. Prescription levels and the medications available at the Location are subject to change at the discretion of PMR. The current prescription cost per level pricing structure is shown in the Pricing section below.

Laboratory/Diagnostic Test Services Program

PMR provides an assortment of laboratory tests directly through the clinic. The PMR clinic laboratory program includes multiple tests based on a price-per-level cost structure. Laboratory/Diagnostic Test levels and the laboratory/diagnostic services available at the Location are subject to change at the discretion of PMR. The current laboratory/diagnostic test cost per level pricing structure is shown in the Pricing section below.

Patient Education and Engagement

PMR agrees to be responsible for providing educational and promotional materials to Client's employees advising of the hours, dates and services provided at the clinic. The Patient Education and Engagement Program may include items/activities such as:

- Full-family learning opportunities
- Educational emails on relevant health topics
- Targeted emailing for chronic disease patient

PMR Patient Portal

- Patient Health Portal
- Electronic health record (EHR)/electronic medical record (EMR)
- Online appointment scheduling
- Mobile/tablet/computer access

Courtesy Reports

PMR may provide clients with an annual courtesy report if requested in writing by Client. Requested courtesy reports will typically be provided within 180 days of the request date. PMR can choose to deliver the report to the client in-person or digitally based on availability.

PMR reports may include the following items at PMR's sole discretion:

1. Patient activity, such as: specific diagnoses, treatments, clinic utilization, patient participation, surveys, and PMR management overview.
2. Non-identifying patient or treatment information from clinic-provided functions, as available.

Pricing

Pricing and services in this proposal are limited to up to 580 total eligible City of Franklin health plan participants. Price modification is required if the eligibility list provided by the City of Franklin on a monthly basis exceeds 580 total participants.

The below list of notes is additionally applicable to *all* pricing options listed in this proposal.

- All PMR pricing is subject to four and three quarters (4.75) percent annual increase on project anniversary date.
- Any equipment and supplies provided by PMR for any and all services will remain the sole property of PMR.

Setup Fee	
Clinic Setup Fee One-time fee to begin accessing the PMR Clinic at Johnson Memorial Health. Includes all patient software setup, launch of the patient engagement program, and additional client setup activities requires to receive services.	\$8,500.00 One Time Fee

Program Fees	
Client Monthly Program Fee Schedule and services as described in this proposal. Includes all medical supplies, equipment, management and oversight, support, reporting, patient care software, technical support, etc. needed at the PMR Clinic at Johnson Memorial Health.	\$30,914.00 Per Month

Prescription Fees

These fee levels and their corresponding price levels are subject to change at the discretion of PMR. These prices do not include the operating costs listed above. Changes to the fees by PMR that increase the price more than 10% may be a basis for City to terminate this Agreement upon sixty (60) days written notice.

Clinic Dispensed Prescriptions	Price per Prescription Dispensed from Clinic	Clinic Dispensed Prescriptions	Price per Prescription Dispensed from Clinic
Level 1 Rx	\$0.55	Level 14 Rx	\$35.00
Level 2 Rx	\$1.50	Level 15 Rx	\$41.50
Level 3 Rx	\$3.15	Level 16 Rx	\$46.10
Level 4 Rx	\$4.50	Level 17 Rx	\$56.25
Level 5 Rx	\$6.00	Level 18 Rx	\$70.00
Level 6 Rx	\$7.25	Level 19 Rx	\$79.00
Level 7 Rx	\$8.80	Level 20 Rx	\$90.25
Level 8 Rx	\$10.30	Level 21 Rx	\$130.00
Level 9 Rx	\$13.00	Level 22 Rx	\$160.00
Level 10 Rx	\$15.50	Level 23 Rx	\$225.00
Level 11 Rx	\$19.00	Level 24 Rx	\$300.00
Level 12 Rx	\$23.50	Level 25 Rx	\$475.00
Level 13 Rx	\$29.00		

Laboratory Testing Fees

These fee levels and their corresponding price levels are subject to change at the discretion of PMR. These prices do not include the operating costs listed above. Changes to the fees by PMR that increase the price more than 10% may be a basis for City to terminate this Agreement upon sixty (60) days written notice.

Lab Testing	Price per Lab Performed by Clinic
Level 1 Labs	\$3.03
Level 2 Labs	\$5.78
Level 3 Labs	\$10.73
Level 4 Labs	\$15.68
Level 5 Labs	\$25.03
Level 6 Labs	\$38.50
Level 7 Labs	\$74.25
Level 8 Labs	\$106.15
Level 9 Labs	\$140.25
Level 10 Labs	\$187.00
Level 11 Labs	\$275.00
Level 12 Labs	\$456.50

Additionally Available Optional Ancillary Services

Description	Price
D.O.T Drug Test PMR-provided supplies	\$36.26 per test
5- or 6-Panel Instant Test (Non D.O.T.) PMR-provided supplies	\$25.25 per test
10-Panel Instant Test (Non D.O.T) PMR-provided supplies	\$29.75 per test
GC/MS Laboratory Confirmation of Inconclusive Results	Included in the cost of all PMR-provided tests
Additional screening, such as: • D&L Isomer Test • Amphetamines and Methamphetamines • Cocaine • Codeine, Morphine • Codeine, Morphine, Hydrocodone, Hydromorphone • Marijuana metabolite • Phencyclidine	Specifications needed; Pricing upon request
MRO Review	Included for initial PMR-provided drug tests; \$34.00 per use for all other MRO usage
MRO Expert Witness Testimony and Consultation	\$375.00 per hour
Drug Test Random List Generation	Included if PMR administers Drug Screenings; Upon request
Breath alcohol testing	\$42.00 Per Test
Pulmonary function testing (PFT)/Spirometry	\$55.00 Per test
Qualitative Respirator Fit Testing (client-supplied respirator)	\$35.00 Per test
Medical Evaluation Questionnaire (MEQ) w/OSHA guide for respirators	\$30.00 Per MEQ
Vaccinations, Immunizations, Prophylaxis, and Injectables *Includes flu shots	\$10.00 + Cost of Vaccine Per shot

Attachment A

Minimum Insurance Requirements

Coverage

Limits

A. Workmen's Compensation & Disability	Statutory Requirements
B. Commercial General Liability (Occurrence Basis) Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products-Completed Operations	\$1,000,000
General Aggregate Limit (other than Products/ Completed Operations)	\$2,000,000
Each Occurrence	\$1,000,000
C. Medical Malpractice insurance	\$500,000/\$1.8M Aggregate