

CLINIC SERVICES AGREEMENT

In order for the City of Foley, Alabama ("Client") to provide an freestanding medical clinic and a chronic disease management program for its employees who are enrolled in Client's health plan (the "Plan") and for such employees' covered spouses and dependents (the "Qualified Participants"), Client and Symbol™ Health Solutions, L.L.C., ("Symbol") an Alabama limited liability company, agree as follows:

ARTICLE I

SERVICES, FACILITY, EQUIPMENT, & INSURANCE

1.1 Services. Upon execution and the delivery of this Agreement, Symbol will commence with the establishment of the Symbol Care Clinic™ (the "Clinic"), which shall provide episodic primary care for Qualified Participants. Symbol shall also provide clinical and behavioral coaching to certain employees of Client [and such employees' spouses and dependents] identified through Symbol's health screening procedures through Symbol Care™, its proprietary chronic disease care coordination program. Such episodic primary care and coaching episodes ("Encounters") shall be delivered in a manner described herein below.

1.2 Clinic Services. Symbol shall, at its sole expense, provide a staff of medical professionals, including licensed physician(s) and/or supervising physician(s), (the "Physician"), Physician Assistant(s) and/or Nurse Practitioner(s) (the "Practitioner"), nurses, and medical assistants (collectively, the "Medical Staff") as deemed necessary by Symbol to render episodic primary care to Qualified Participants, on a non-surgical, non-emergency, routine basis.

1.3 Chronic Disease Management and Wellness Programs. Symbol, through its Symbol Care Program, shall analyze data obtained through employee (and spouse) screenings and past claims data and shall provide year round clinical and behavioral coaching to participants of Client's health plan identified as having elevated risks for future claims. Symbol will provide Client with aggregate reports utilizing data collected before and after the implementation of Symbol Care on an annual basis and at other times mutually agreed upon by the Parties.

1.4 Onsite Medication Dispensing. Based upon the utilization of medications derived from an analysis of the Client's claims data and the Client's formulary, Symbol will provide pre-packaged medications to be dispensed from the Clinic to its patients based upon the Medical Staff's orders for prescription medications. The amount of prescription medications kept in stock on site will be determined by Symbol according to an analysis of the Client's history of claims.

1.5 Offsite Laboratory Testing. Lab tests ordered by the Medical Staff shall be performed by an offsite, qualified laboratory acting as sub-contractor to Symbol. The Medical Staff at the Clinic will perform the collection of testing samples prior to sending such samples to such offsite, qualified laboratory. Once the testing is complete, reports will be made available to the patients for their own use and/or made available through referral to other Physicians determined by the patients. The Medical Staff will provide any explanation of the results as desired by the patients and/or as deemed necessary by the Medical Staff.

1.6 Physical Facility. Client shall provide appropriate facilities for the provision of the Clinic as determined upon the mutual agreement of the undersigned parties. The facilities shall include, but not be limited to, exam rooms, an office for the Practitioner, waiting area, restrooms, regular janitorial service, utilities, telephone, Internet access and any other requirements reasonably requested by Symbol and agreed to by Client. Symbol will be responsible for the handling and disposal of any and all materials subject to any regulatory rules or guidelines, including the disposal of any and all medical waste or other medical materials. Clinic access shall be secured so that all access is controlled by Symbol. The Clinic shall not be accessible by the Client during hours that Symbol is not present at the facility.

1.7 Equipment and Supplies. Symbol will equip and supply the clinic.

1.8 Scheduling of Services. Services shall be available at the Clinic on a schedule that accommodates Client's work calendar with initial hours of operation being 0:00 AM to 0:00 PM, Monday through Friday, subject to mutually approved adjustments to maximize utilization. Scheduling will be made by appointment and, to the extent that space in the schedule is available, walk-ins will be accommodated. Appointments will be made using twenty-minute time slots.

1.9 Standards of Medical Staff Performance.

(a) The Physician and Practitioner shall perform the services according to the accepted standard of medical care prevailing in the local medical community at the time of treatment. The Physician shall supervise and direct the Practitioner and both the Physician and Practitioner shall supervise and direct any other members of the Medical Staff.

(b) The Physician shall comply with all applicable laws and regulations with respect to the licensing and the regulation of Physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters or environmental safety.

(c) The Practitioner, under the guidance of the Physician, shall provide medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the accepted standard of medical care prevailing in the local medical community.

(d) The Physician and Practitioner shall maintain, during the term of this Agreement, appropriate credentials including:

1. A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
2. A good standing with his or her profession and state professional association;
3. The absence of any license restriction, revocation, or suspension;
4. The absence of any involuntary restriction placed on his or her federal DEA registration; and

5. A duly issued and active Registration or Collaborative Agreement for the Physician for the oversight of the Practitioner as necessary.

(e) Symbol shall remove and promptly replace any member of the Medical Staff who has his or her Professional license restricted, revoked or suspended, has committed or is charged with the commission of a felony, is no longer in good standing with his or her professional or state licensing authority or is denied or loses professional liability insurance coverage.

(f) Symbol further agrees to notify Client in writing if any Physician, Practitioner or other Medical Staff becomes subject to any investigation or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues.

1.10 Insurance.

(a) Symbol shall maintain, throughout the term of this Agreement, professional liability insurance covering the errors and omissions of the Medical Staff with a carrier rated at least A- or better by A.M. Best in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Symbol shall provide Client proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.

(b) Symbol shall, at its own cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with a carriers rated at least A- or better by A.M. Best, the following insurance coverage: (i) workers' compensation insurance as required by the law of the state of Alabama; and (ii) commercial general liability insurance with a \$1,000,000 per occurrence and a \$2,000,000 general aggregate and.

(c) Concurrent with the execution of this Agreement, Symbol shall have provided Client with certificates of insurance evidencing the coverage required.

(d) Any subcontractors or other independent contractors of Symbol hired to provide or assist with any of the services contemplated by this Agreement shall be covered under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide written proof to Symbol and Client of such subcontractor's or independent contractor's insurance coverage.

1.11 Relationship of Parties.

(a) Symbol and Client are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture or partner of the other. All persons furnished, used, retained or hired by or on behalf of Symbol shall be considered to be solely the employees or agents or designees of Symbol. Symbol agrees that it (i) is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions (subject to Client's reasonable approval) that any subcontractors and/or their designees shall provide that they shall be solely responsible for payment of any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (i) from this same paragraph.

(b) Symbol and its employees shall abide by any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

(c) The Physician and Practitioner shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or the omissions of any agent or any employee used by such Physician (including without limitation any Nurse or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. Neither Client nor Symbol shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or Practitioner and/or any Nurse or other Health Professional.

1.12 Other Licensed Health Professionals. The Client agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist the Medical Staff and/or replace the Physician and/or Practitioner during his or her regularly scheduled time at the Client's place of business. "Health Professional" shall mean a duly licensed nurse, nurse Practitioner, medical doctor or licensed Physician's Assistant.

1.13 Medical Records.

(a) Symbol shall maintain all medical records, x-rays or other imaging materials, slides, and medical data records relating to patients of the clinic (the "Records") with respect to all of the patients and shall maintain such Records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPPA privacy standards (to the extent such HIPPA privacy standards apply). All Records maintained by the Medical Staff in connection with this Agreement, except as otherwise provided by law, shall be the sole property of the Medical Staff and Symbol.

(b) Symbol shall retain the Records relating to each patient for the following described periods:

1. In the case of any patient who is at least eighteen (18) years of age as of the effective date hereof, ~~ten~~^{Five} (5) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
2. In the case of any patient who is under the age of eighteen (18) years of age as of the effective date hereof, until the patient has reached an age of twenty-one (21) years, or ~~ten~~^{Five} (5) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
3. After the expiration of the applicable time period described in clauses (1) and (2), Symbol shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.

1.14 Quarterly Reports. Symbol shall provide to the Client, within a reasonable period of time, a written report with respect to the provision of the Medical Services during the immediately preceding quarter, reporting (T B D).

ARTICLE II

COMPENSATION

2.1 Monthly Fee. Client shall pay Symbol \$ ⁰³79 per Encounter. Client shall allow Symbol to electronically debit, via ACH, the amount due based upon Symbols' monthly invoice indicating the total number of Encounters performed during the prior month. Such invoice shall be delivered within 5 business days following the month for which services were provided and the ACH shall occur no later than 10 business days following the month invoiced.

2.2 Medication Dispensing Fee. Symbol shall invoice Client once per month for meds dispensed through the Clinic. Client shall be billed at a rate equal to the then existing rates provided by the vendor selected through the Client's pharmacy benefit manager. Such invoice shall be delivered and paid in the same manner as that described in Section 2.1.

ARTICLE III

TERM AND TERMINATION

3.1 Agreement. This Agreement shall be for a term of ~~five (5)~~ ^{three (3)} years commencing on _____, subject to earlier termination in accordance with this Agreement. Unless either Client or Symbol provides written notice of nonrenewal to the other party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term, this Agreement shall be automatically renewed for additional two-year periods.

3.2 Termination for Default. Symbol may terminate this Agreement if Client shall default under Section 2.1 of this Agreement and fail to cure such default (a) within fifteen (15) days after written notice thereof of a payment-related default or (b) within forty-five (45) days after written notice thereof of any other default.

Should Symbol default under this Agreement and fail to cure such default within 30 days after written notice thereof by Client, the Client may terminate this Agreement by written notice to Symbol within 10 days of the expiration of such cure period, provided however, if the default is not reasonably susceptible of being cured within such 30 day period, the cure period shall be extended for an additional 30 days on the condition that Symbol shall have commenced, within the original 30 days period, efforts to effect such cure.

3.3 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the Client to pay compensation to Symbol for outstanding invoices to Symbol for the period prior to such expiration or termination and shall not affect the obligation of Symbol to provide monthly reports for the period prior to the effective date of such expiration or such termination.

3.4 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, regardless of the reason for the termination or expiration of the term, Client will not, directly or

indirectly, hire, engage, solicit, etc. for the provision of health care services in a Client-sponsored, owned, or endorsed facility any person who worked, in any capacity, at the Clinic during the term of this Agreement.

ARTICLE IV

MISCELLANEOUS

4.1 Notice. All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.1. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Section 4.1 shall be deemed given as of three days after the official U.S. Postmark date and notices personally delivered shall be deemed given at time of receipt. Notices sent by telecopy with receipt confirmation shall be deemed received one day thereafter.

4.2 Entire Agreement. This Agreement constitutes the entire agreement between the Client and Symbol with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended, in whole or in part, except in writing signed by both the Client and Symbol.

4.3 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alabama, without giving effect to its conflict of laws provision.

4.4 Non-Disclosure. The Client shall take all reasonable steps to ensure that information with respect to the terms of this Agreement or with respect to the business of Symbol acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of either party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

4.5 Access to Books and Records. Symbol agrees to provide access to their books and records to the other party, the Comptroller General of the United States, the Secretary of Health and Human Services or their duly authorized designee, to the extent required by S.S.A. 1861(b)(1)(I) and the regulations promulgated thereunder.

4.6 Successors. This Agreement is binding upon the parties, their successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, Client and Symbol have executed and delivered this Agreement as of the date first above written.

By: _____

By: _____
Symbol Health Solutions, LLC

Name & Title

Name & Title

Date

Date