

**SECOND AMENDMENT TO THE
CAREHERE MANAGEMENT, PLLC MEDICAL SERVICES AGREEMENT**

This Second Amendment is entered into as of the ____ day of _____, 2018 (the “Amendment”) by and between CareHere Management, PLLC (“CareHere”) and Raytown Quality Schools (“Employer”), collectively the “Parties”, and each, a “Party”.

WHEREAS, the Parties entered into the CareHere Management, PLLC Medical Services Agreement on May 11, 2015, as amended October 10, 2017 (the “Existing Agreement”); and

WHEREAS, pursuant to Section 4.03 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - (a) Exhibit D shall be removed in its entirety and replaced with the Exhibit D attached to this Amendment.
3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the “Effective Date”). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.
4. Miscellaneous.
 - (a) This Amendment shall be governed by, and interpreted in accordance with, the laws of the State of Missouri, without giving effect to its conflict of laws provisions.
 - (b) This Amendment is binding upon the parties, their successors and assigns.
 - (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
 - (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.
 - (e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous

understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Employer and CareHere have executed this Amendment as of the date first above written.

Raytown Quality Schools

CareHere Management, PLLC

By: _____

By: _____

Name: _____

Name: Ben Baker

Title: _____

Title: Chief Operating Officer

Address: _____

Address: 5141 Virginia Way
Suite 350
Brentwood, TN 37027

EXHIBIT D
Performance Guarantee

The monthly Per Employee Per Month (PEPM) fee of twenty three dollars (\$23.00) as defined in Section 2.02 of this Agreement, contains a CareHere Management Fee of five dollars (\$5.00). Beginning August 1, 2017 through July 31, 2018 (the “Guarantee Period”), CareHere places seventy five percent (75%) of the Management Fee, equal to three dollars and seventy five cents (\$3.75) PEPM, at risk for the performance guarantee herein. At the end of the Guarantee Period and each Guarantee Renewal Period, as defined below, CareHere shall review the performance guarantee and determine how much, if any, reimbursement is due to Employer.

Outlined in the table below, and contingent on the below terms and conditions, are the criteria that can be determined for the performance guarantee categories for the Guarantee Period and each Guarantee Renewal Period. Any penalty for failing to achieve an Indicator Measurement described below will be applied by multiplying the Weight times the amount at risk described above in this Exhibit F. This Performance Guarantee shall automatically renew at the end of the Guarantee Period for each additional calendar year thereafter (each a “Guarantee Renewal Period”). Additional/New metrics may be established prior to the beginning of a Guarantee Renewal Period and must be approved by both parties and established in writing.



75% of CareHere Management Fees at Risk

Total Management Fee: \$5 PEPM
Total Fees At Risk: \$ 3.75 PEPM

<u>Weight</u>		<u>Category</u>	<u>Indicator</u>	<u>Measurement</u>	<u>At Risk Amount PEPM</u>
Total Operations 30%	10%	Operations	Patient Satisfaction	At least 90% of patients surveyed would rank services provided as Excellent or Good on a post-visit survey*. Participation in survey is required to be 25% or amount at risk is evenly re-distributed to remaining metrics.	\$0.375 PEPM
	10%	Operations	Patient Utilization	Annual Utilization meets or exceeds 40%**	\$0.375 PEPM

	10%		Operations	Staff Retention	All permanent full time clinic staff hired by CareHere after the effective date of this guarantee will remain working in the clinic for at least 12 months. ***	\$0.375
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Total Administration & Financial 10%	10%		Administration	Reporting	Completeness and On-Time Delivery per Agreement	\$0.375 PEPM
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Clinical Outcomes of Members that Visit Clinic 60%	60%		Clinical	Wellness Engagement	At least 70% of patients, who (a) complete a CareHere HRA, (b) meet with a CareHere Provider, and (c) are identified as at Risk****, engage in Wellness Programs, if necessary	\$2.25 PEPM
Totals	100%					\$3.75 PEPM

*Post Visit survey is created and administered by Employer’s designated consultant, currently CBIZ, and is offered electronically immediately following the clinic visit. The Employer or designated consultant shall be responsible for the costs associated with the administration of the Post Visit survey. Further, Employer or designated consultant shall provide CareHere with survey results on a monthly basis.

** This item is contingent upon the Employer agreeing to promote the CareHere clinic at department and employee meetings, inviting a CareHere representative to speak briefly at meetings to promote the clinic and wellness programs, and allowing CareHere to regularly reach out to employees via mailers to homes, emails, payroll stuffers, posters at the worksite, and other promotional means. Calculations will be based on the assumptions and projections made in the initial proposal to the Employer. Utilization is defined as at least one (1) personal health visit per eligible member for service other than HRA/Biometric screening, with the exception that any follow-up visit and non-HRA blood draws are included in Utilization.

*** Staff hired for temporary positions, part-time positions (defined as less than thirty (30) hours per week over a three month period) and staff who have worked for CareHere for greater than twelve (12) months are excluded from this guarantee. Staff turnover resulting from any of the following circumstances is specifically excluded from this guarantee:

- Physical or mental inability to perform the job duties, incurred or realized after the date of employment by CareHere and not be able to be known prior to such employment

- Termination of the agreement between Employer and CareHere
- Staff member has, after the date of employment by CareHere:
 - professional license restricted, revoked or suspended,
 - involuntary DEA restriction placed on his/her federal DEA registration
 - fallen out of good standing with his/her profession or state
 - Otherwise lost ability to maintain appropriate professional credentials
- Staff relocation
- Request for removal of the staff by Employer

Further, staff who are hired after the effective date of this Performance Guarantee and remain employed for twelve (12) months from their date of hire will receive a retention bonus of five hundred dollars (\$500) per ancillary staff and two thousand dollars (\$2,000) per provider for which CareHere will invoice Employer and Employer will pay as an ongoing operational expense under Section 2.03.**** Risk Definitions:

- Diabetes HbA1c ≥ 7
- High Blood Pressure Systolic (top) pressure ≥ 140
- High Cholesterol Total Cholesterol ≥ 220 AND Total Cholesterol/HDL ratio > 4.0

In order to allow for sufficient time to engage following risk identification, patients identified 90 or fewer days prior to the conclusion of Year One may be excluded in Wellness Engagement Performance Guarantee calculations.

In the event the medical community produces convincing evidence that one or more of these Risk Definitions should be adjusted either up or down, Employer and CareHere shall work together to draft a mutually acceptable written agreement modifying these Risk Definitions. In the event a mutually acceptable written agreement is not met, such measure shall be eliminated from the Risk Definitions.

For the Performance Guarantee to be in effect, the Employer agrees to the following terms and conditions:

1. All levels of Employer management (including managers and supervisors) publically EMBRACE and SUPPORT clinic and wellness.
2. The Employer publically EMBRACES and SUPPORTS the CareHere Medical Staff when discussing the Wellness Clinic with employees.
3. The Employer will require that all eligible employees attend one (1) introductory education session facilitated by a CareHere representative detailing the program no later than 90 days of the clinic opening date. To accomplish the above stated goal, Employer will support and permit CareHere to perform introductory education sessions at each district location unless otherwise agreed to by CareHere and Employer.
4. The Employer provides access to the on-site clinic at no cost to the employee, spouse or dependents unless required, as in the case of non-preventive care for those on high deductible health plans with Health Savings Accounts.
5. The Employer ensures that the employee is not required to “clock-out” while using the on-site clinic for Occupational Medicine purposes only, if applicable.

6. The Employer and CareHere agree in writing regarding the calculations to be used to measure the financial impact of the onsite clinic program.
7. For purposes of calculations and analysis of Performance Guarantee satisfaction, the Employer agrees to remove from the paid claims totals any outlier claim in excess of \$50,000 per claimant per year.

All calculations and measurements must be re-cast in the event assumptions made by CareHere in the initial proposal process are found to be based on mistaken, incomplete or inaccurate data supplied by the Employer or representatives of the Employer.

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