



## SERVICE LEVEL AGREEMENT

2023

| General Information                 |   |  |     |
|-------------------------------------|---|--|-----|
| <b>Company:</b>                     | Cassia Unified School District          |  |     |
| <b>Company Mailing Address:</b>     | 3650 Overland Ave.                      |  |     |
| <b>Company Contact Information:</b> | (t) 208-878-6600                        | (e) <a href="mailto:jamchris@cassiaschools.org">jamchris@cassiaschools.org</a> | (f) |
| <b>Company Contact Person:</b>      | Chris James, Director of Fiscal Affairs |  |     |
| <b>Insurance Broker:</b>            |   |  |     |
|                                     | (t)                                     | (e)  | (f) |
| <b>Wi-Fi Name and Password:</b>     | <i>(Given at Clinic locations)</i>      |  |     |

|  |  |   |   |
|--|--|---|---|
| <b>Date(s) of Service:</b>                                   | (Exhibit C)  |   |   |
| <b>Clinic Location(s):</b>                                   | (Exhibit C)  |   |   |
| <b>Billing Plan:</b>   | <input checked="" type="checkbox"/> a: Participant Insurance/Cash Pay<br><input type="checkbox"/> b: Company Invoice |   |   |
| <b>ALL Applicable Insurance Plans Provided to Employees:</b> | Payor: Blue Cross of Idaho<br>Group #: 10036145<br><br>*Sample Employee Card (front & back), DOB                     | Payor: n/a<br>Group #:<br><br>*Sample Employee Card (front & back), DOB | Payor: n/a<br>Group #:<br><br>*Sample Employee Card (front & back), DOB |

|                                      |   |
|--------------------------------------|---|
| <b>Service Provider:</b>             | Preventative Health, LLC  |
| <b>Provider Address:</b>             | 1079 S Ancona Ave Suite 100, Eagle, Idaho 83616   |
| <b>Provider Contact Information:</b> | Sam Velasquez, Director of Client Development<br>(t) 208.853.2273 -- (f) 208.376.3831 -- (e) <a href="mailto:CS@preventativehealthscreenings.com">CS@preventativehealthscreenings.com</a> |

1. **Agreement.** This Agreement is between (the “**Company**”) and Preventative Health, LLC (“**Preventative Health**”).
2. **Services.** Preventative Health will provide the services described in Exhibit A (the “**Services**”), at the above-stated “**Clinic Location(s)**” on the above-stated “**Date(s) of Service**” for the Company’s employees, employees’ spouses and/or employees’ dependents (“**Participant(s)**”) who, as of the Date(s) of Service, are enrolled in the above-referenced Company Health Plan (the “**Plan**”). Prior to the commencement of the Services, the Company will certify the Plan enrollment. Preventative Health will provide the Services to Participants regardless of whether the Participant is enrolled in the Company’s Plan, is enrolled in another insurance plan, or is uninsured. The Company acknowledges and agrees that any or all Services may be performed by Preventative Health as directed by Participant and/or as deemed medically necessary by Preventative Health’s Medical Provider, regardless of Participant’s insurance coverage. Preventative Health will obtain a signed Patient Registration and Consent for Treatment from each Participant together with a copy of Participant’s photo identification and active insurance card. Preventative Health will retain such forms securely and confidentially in its records.
3. **Payment for Services.** Preventative Health shall seek payment for the Services according to the **Billing Plan** referenced in the general information table above and in Exhibit B “**Billing Plan**”.
  - A. **Participant Insurance/Cash Pay:** Payment for services will be from the Participant’s Insurance Plan. Preventative Health will bill the Participant directly for any services set out in Exhibit A that are not covered by insurance. In the event the Participant requests additional services not set out in Exhibit A, Preventative Health will bill the Participant’s insurance and subsequently bill the Participant directly for any uncovered services. Preventative Health acknowledges and agrees that the Company will have no obligation to pay Preventative Health for Services

provided to any Participant for the Insurance/Cash Pay billing plan so long as the minimum number of participants is reached as reference in Exhibit B. If the minimum number of participants is not reached, Preventative Health reserves the right to invoice the Client per the amounts stipulated in Exhibit B. Preventative Health agrees to verify insurance benefits for the Insurance Plan(s) as referenced above prior to Date(s) of Service to ensure coverage of services.

- B. Company Invoice:** Preventative Health will invoice the company for the Services according to the rates stipulated in Exhibit B, including any amounts related to minimum level of participation. Terms for all invoices are Net 30 and all unpaid amounts will bear interest at the rate of eighteen percent (18%) per year (or 1.5% per month), compounded monthly, or at a lesser rate as required by state law. Interest will be calculated from the Due Date until payment is received.

**4. Cancellation.** In the event the Company cancels the Services with less than ten (10) business days' advance written notice from Date of Service, and does not reschedule the Date of Service for another mutually agreed upon date within 6 months of the original Date of Service, the Company will pay \$500.00 to Preventative Health as liquidated damages, and not as a penalty, payment of which will be Preventive Health's sole and exclusive remedy and the Company's only liability for cancellation of the Services under this Agreement.

**5. Health Insurance Portability and Accountability Act (HIPAA).** Preventative Health acknowledges that in performing its services herein, it will have access to and receive protected health information ("PHI") of Participants. Preventative Health agrees to take appropriate steps to protect the privacy and security of the PHI as required by applicable law, including without limitation, the Health Insurance Portability and Accountability Act of 1996 as amended, and its implementing regulations and adopted standards ("HIPAA"), the Health Information Technology and Economic and Clinical Health Act, as incorporated into the American Recovery and Reinvestment Act of 2009 ("HITECH") and the Final HIPAA Omnibus Rules of 2013 ("New Omnibus Rules"). Preventative Health and the Company acknowledge that Participants will provide their PHI directly to Preventative Health and not to the Company. The Company will not have and does not desire access to the Participants' PHI.

**6. Insurance.** Preventative Health will maintain Professional Liability Insurance in the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate, and General Liability Insurance in the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate.

**7. Governing Law; Jurisdiction; Venue.** This Agreement, including the Exhibits attached hereto and incorporated herein will be governed by the laws of the State of Idaho. The State of Idaho will have exclusive jurisdiction for any dispute arising out of or relating to this Agreement, and Ada County, Idaho, will be the exclusive venue for any court action with regard to the subject matter herein.

**8. Entire Agreement.** This Agreement, including all Exhibits attached hereto and incorporated herein supersede any prior agreements or understandings (whether in writing or oral) between the parties with respect to the subject matter herein. Any amendment to this Agreement must be in writing and signed by both parties.

**SERVICES PROVIDER:**

**Preventative Health, LLC**

DocuSigned by:

By: Sam Velasquez

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Printed Name: Sam Velasquez

Title: Director of Client Development

Date: 10/30/2023

**COMPANY:**

**Cassia Unified School District**

DocuSigned by:

By: Chris James

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Printed Name: Chris James

Title: Fiscal Director

Date: 10/31/2023

**Exhibit A – “Services”**

| Health Services  |   |
|--|---|
| <b><i>Preventative Labs &amp; Vaccinations</i></b><br><input checked="" type="checkbox"/> Lipid Panel (Cholesterol)<br><input checked="" type="checkbox"/> Thyroid Stimulating Hormone (TSH)<br><input checked="" type="checkbox"/> Hemoglobin A1c (diabetes)<br><input checked="" type="checkbox"/> Complete Metabolic Panel (CMP)<br><input checked="" type="checkbox"/> Complete Blood Count (CBC)<br><input checked="" type="checkbox"/> Hepatitis C Virus (HCV)<br><input checked="" type="checkbox"/> PSA - (Men +/> 40 years old)<br><input checked="" type="checkbox"/> Seasonal Flu Vaccination (September-April) | <b><i>Vitals</i></b><br><input checked="" type="checkbox"/> Height<br><input checked="" type="checkbox"/> Weight<br><input checked="" type="checkbox"/> Body Mass Index<br><input checked="" type="checkbox"/> Blood Pressure<br><input checked="" type="checkbox"/> Pulse<br><input checked="" type="checkbox"/> Oxygen Saturation<br><input type="checkbox"/> Waist Circumference |
| <input checked="" type="checkbox"/> <b>Preventative Counseling / Wellness Visit</b> - by Medical Provider (NP, PA, MD)<br><input checked="" type="checkbox"/> <b>Lab Results</b> – via HIPPA compliant portal (includes follow up recommendations & educational materials)<br><input checked="" type="checkbox"/> <b>Lab Review</b> – by Medical Provider  |   |
| <input checked="" type="checkbox"/> <b>COVID-19 Vaccination:</b> <input type="checkbox"/> Moderna <input checked="" type="checkbox"/> Pfizer   |   |
| <input checked="" type="checkbox"/> <b>Program Administration</b> – Dedicated Client Services Rep / Promotional Items / Online Scheduling<br><input type="checkbox"/> <b>Management of 3<sup>rd</sup> Party Physician Uploads</b> (Authorization to Disclose required)<br><input type="checkbox"/> <b>Travel Costs</b> (based upon clinic location)  |   |

**Exhibit B – “Billing Plan”**

| Health Service  | Participant Insurance | Participant Cash Pay | Company Invoice |
|---|-----------------------|----------------------|-----------------|
| Preventative Wellness Visit / Counseling with Vitals and Labs | Insurance Allowable   | \$250                | N/A             |
| Seasonal Flu Vaccination                                      | Insurance Allowable   | \$57                 | N/A             |
| COVID-19 Vaccination  | Insurance Allowable   | \$180                | N/A             |
| Program Administration  | Included              | Included             | Included        |
| Management of 3 <sup>rd</sup> Party Physician Uploads         | N/A                   | N/A                  | N/A             |
| Travel Costs  | N/A                   | N/A                  | N/A             |

| Minimum Participation                 | Fee             |
|---------------------------------------|-----------------|
| Minimum Participation Volume          | 15 Participants |
| *Cost Per Participant (up to minimum) | \$250           |

\*The Cost per Participant is the amount charged per participant up to the Minimum Participant Volume. Payable by the Company if Minimum Participation Volume is not met.

**Exhibit C – “Clinic Locations”**

| <b><u>Date</u></b> | <b><u>Location</u></b>   |
|--------------------|--------------------------|
| 10/31/2023         | Mountain View Elementary |
| 10/31/2023         | District Office          |
| 11/01/2023         | Burley High School       |
| 11/01/2023         | White Pine Intermediate  |
| 11/02/2023         | Declo Elementary         |
| 11/07/2023         | Raft River High School   |
| 11/07/2023         | Oakley Elementary        |
| 11/08/2023         | Dworshak Elementary      |
| 11/08/2023         | John Evans Elementary    |
| 11/09/2023         | Burley Jr. High School   |