

CareHere, LLC
St. Johns County School District Agreement

This Agreement is made and entered into this 1st day of January 2009 by and between the St. Johns County School District ("District"), and CareHere, LLC, a Tennessee limited liability corporation ("CareHere").

Recitals:

A. CareHere contracts with the District to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to perform certain medical services to the employees of such District and/or their dependents, and to manage the medical office or offices where such services are to be provided ("Clinic").

B. The District desires to contract with CareHere and CareHere desires to contract with the District for CareHere to furnish a physician and nurse to provide certain medical services to the employees of the District and/or their dependents and manage the Clinic on the terms and subject to the conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the District and CareHere hereby agree as follows:

ARTICLE I
PROVISION FOR PHYSICIAN OR PHYSICIAN EXTENDERS

1.01 Provision of Medical Professional. CareHere shall furnish a physician(s) and such Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) (hereafter collectively referred as "Medical Professional"), and/or nurses and/or medical assistants ("Medical Assistant") as may be necessary to provide the Medical Services (as defined herein) at the Clinic to the employees of the District and/or the dependents thereof. CareHere is not committing to furnish a particular person as the Medical Professional/Medical Assistant and, at any time and from time to time, CareHere may change the Medical Professional/Medical Assistant. District shall have the opportunity to interview all final Medical Professional candidates identified by CareHere. District shall also have the right to request CareHere to remove a Medical Professional. Such request must be in writing, and shall not be unreasonably denied by CareHere.

As used herein, the term "Medical Services" means, with respect to the District, the medical services which CareHere has agreed to provide via contract with a Medical Professional and/or Medical Assistant pursuant to this Agreement. The Medical Services with respect to which CareHere has agreed to furnish a physician/nurse are listed on Exhibit A.

1/16/09
Copy to:
Dr. Joyner, Corley Weiss
Debbie Warner, Michelle Price

The District and CareHere may, at any time and from time to time, amend or supplement Exhibit A by written agreement.

1.02 Standards of Medical Professional Performance. CareHere shall contract with the Medical Professional such that the Medical Professional is obligated to perform or deliver the following, supported by a Medical Assistant under the Medical Professional's direction and control:

(a) The Medical Professional shall determine his or her own means and methods of providing Medical Services in connection with this Agreement.

(b) The Medical Professional shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, and shall ensure that the Medical Assistant does the same with respect to the licensing and regulation of nurses.

(c) The Medical Professional and Medical Assistant shall provide the Medical Services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with the standard of care for providing Medical Services provided in the community.

(d) The Medical Professional shall maintain, during the term of this Agreement, Appropriate Credentials including:

- (1) A duly issued and active license to practice medicine and prescribe medication in the State of Florida,
- (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) The absence of any conviction of a felony.

(e) In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, CareHere shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 1.02 (d). CareHere shall require any Medical Professional to remove and promptly replace any Medical Assistant or other Health Professional (as defined in Section 1.08) who has his or her professional license restricted, revoked or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state licensing authority.

(f) CareHere shall require the Medical Professional to ensure that any Medical Assistant or other Health Professional complies with the requirements of this Section 1.02 with respect to performance, licensing, certification and good standing, as applicable, except as otherwise provided in Section 1.06 with respect to medical doctor interns and residents. CareHere shall require the Medical Professional to notify CareHere immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 1.03(e) may occur with respect to the Medical Professional, any Medical Assistant or any other Health Professional, and CareHere shall immediately notify the District of such notification, so that the District can determine whether or not to exercise its right to remove the Medical Professional pursuant to Section 1.01.

1.03 Scheduling of Services. CareHere shall contract with the Medical Professional/Medical Assistant for the Medical Professional to provide the Medical Services at a location(s) and schedule agreeable with District.

1.04 Place of Services. The District shall provide the Medical Professional with a suitable office and examination room(s), which office and examination room shall be reasonably satisfactory, in the judgment of the Medical Professional, for the provision of the Medical Services and operation of the Clinic(s). In addition, the District shall provide items listed on Exhibit B within a locked room(s).

1.05 Equipment and Supplies. The District shall also provide the Medical Professional the equipment and the supplies, which are listed on Exhibit B (in addition to a chair, a desk, a file cabinet and office supplies, all of which shall also be supplied by CareHere). The Medical Professional shall notify, at any time and from time to time, CareHere of the quantity of such equipment and such supplies which the Medical Professional reasonably requires in connection with the provision of the Medical Services and the date by which such equipment and such supplies are required and CareHere shall provide such equipment and such supplies by such date and be reimbursed by District.

1.06 Professional Liability Insurance. CareHere shall ensure that the Medical Professional maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Professional, in the minimum coverage of \$1,000,000 occurrence and \$2,000,000 aggregate. CareHere will require the Medical Professional to notify CareHere immediately in the event he or she does not have the required coverage and will promptly remove and replace such Medical Professional with another qualified Medical Professional. CareHere shall provide District proof of such professional liability insurance maintained by the Medical Professional.

1.07 Responsibilities of Parties. The District and CareHere are independent contractors. The District shall be responsible for providing and equipping the Clinic as provided in Sections 1.04 and 1.05. CareHere shall be responsible for the management, operation and administration of the Clinic, including a compliance with all applicable licensure and regulatory requirements. The Medical Professional shall be solely responsible for his or her actions and/or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including without limitation any Medical Assistant or other Health Professional) in connection

with providing the Medical Services contemplated by this Agreement. Neither the District nor CareHere shall have any control or involvement in the independent exercise of medical judgment by the Medical Professional and/or any Medical Assistant or other Health Professional, and neither the District nor CareHere shall incur any liability for the actions or the omissions of the Medical Professional and/or any agent or any employee used by the Medical Professional (including without limitation any Medical Assistant or other Health Professional) in connection with this Agreement. CareHere agrees to indemnify, defend and hold harmless District from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorneys' fees, which District may incur in connection with CareHere's furnishing of Medical Professionals, Medical Assistants or other Health Professionals, or with the medical services provided by them, under this Agreement. CareHere shall obtain and maintain in force commercial liability insurance covering such risks, which shall have limits of not less than \$1,000,000 occurrence and \$2,000,000 aggregate, and which shall name the District as an additional insured. CareHere shall furnish the District with such a certificate of insurance.

Notwithstanding the foregoing, this Section 1.07 and the other provisions of this Agreement relating to indemnity and insurance are not intended and shall not be construed to waive the District's sovereign immunity or its liability for damages in excess of the amounts specified in Florida Statute 768.28.

1.08 Other Licensed Health Professionals. The District agrees and acknowledges that Medical Professional may from time to time have other Health Professionals, as defined the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at the District's place of business in the event of an emergency at the hospital or at the Medical Professional's office (provided, however, that CareHere will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, medical doctor and licensed physician's assistant. Section 1.07 shall apply in the same manner to the Health Professional as such section applies to the Medical Professional. CareHere shall also ensure, or require the Medical Professional to ensure, that all Health Professionals who provide services hereunder have insurance coverage consistent with the requirements of Section 1.06. From time to time the Medical Professional, upon consent of an employee of the District and/or spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Medical Professional for educational and teaching purposes under the Medical Professional's direct supervision. The same level of professional standards as set forth in Section 1.02 shall apply as well to Health Professionals other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

1.09 Billing. CareHere shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from employees of the District and/or their dependents, or District, or from the District Benefit Plan Trust for the Medical Services provided by the Medical Professional.

1.10 Medical Records. CareHere shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which

medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional provides the Medical Services in connection with this Agreement. CareHere shall also require the Medical Professional comply with the HIPAA privacy standards. All patient records maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CareHere.

The District understands and agrees that all of the medical records and other protected health information maintained by the Medical Professional will be held by the Medical Professional in strictest confidence and that the District will not be entitled to have access to the medical records maintained by the Medical Professional, in the absence of an appropriate written authorization from the patient/employee.

1.11 Reports. CareHere shall provide to the District within 60 days following each 12-month period of operations, and more frequently as deemed appropriate by CareHere and District, a written report with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding quarter. The written report shall be in form reasonably satisfactory to each of the District and CareHere and it is contemplated that the written report will report (a) the number of employees and dependents treated by the Medical Professional during such immediately preceding year, (b) the number of employees for whom work-related treatments were provided and (c) the number of employees for whom primary care services were provided.

1.12 Noncompliance by the Medical Professional. In the event that the District becomes aware of any failure by the Medical Professional to comply with the obligations of the Medical Professional which are contemplated by this Agreement, the District shall immediately provide written notice to CareHere of such failure, which written notice shall describe the failure in reasonable detail, and CareHere shall use its best efforts to address such failure. In the alternative, CareHere may arrange for the substitution of another person as the Medical Professional. As provided in Section 1.01, District shall have the right to request the immediate removal of the Medical Professional by CareHere.

ARTICLE II COMPENSATION

2.01 Initial Set-Up Fee. Simultaneously with the execution and the delivery of this Agreement, the District shall pay to CareHere a set-up fee that will be determined and subject to mutual consent and review of District and CareHere. The Set-up fee for any Occupational/Workers Compensation services will be an additional amount. All setup fees will be "pass through" with "no mark up" for both primary care and/or occupational/workers compensation resources.

2.02 Monthly Fee. Beginning with the opening of the clinic, no later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the District shall pay to CareHere the amount of \$23.00 per employee per month (based upon those

employees/retirees covered under the group health self-funded medical plan) for furnishing the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month.

2.03 Additional Fees. In advance of the first day of each month, CareHere shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' actual expenditures for Medical Professional and Medical Assistant fees, reimbursement to Medical Professional for medical malpractice insurance, medical supplies, equipment and other items that may be required by CareHere or the Medical Professional to provide adequate Medical Services under this Agreement. The District shall be responsible to pay CareHere such amount invoiced no later than the 15th day of the calendar month immediately following the receipt of the CareHere invoice.

When Occupational/Workers Compensation services are provided, then District shall pay to CareHere the yet to be quoted amount agreed upon by CareHere and District per Exhibit A.

ARTICLE III TERM AND TERMINATION

3.01 Term. This Agreement shall be for a term of three years commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement. Unless either the District or CareHere gives 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 periods of two years each.

3.02 Termination With or Without Cause. This Agreement may be terminated by either the District or CareHere, with or without cause, by providing the other party at least ninety (90) calendar days' prior written notice.

3.03 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of the District to pay compensation to CareHere or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of CareHere to provide monthly reports for the period prior to the effective date of such expiration or such termination.

3.04 Non-Compete. In the event of Termination, for a period of one (1) year, District shall not use the onsite professional healthcare services of the Medical Professional furnished by CareHere.

ARTICLE IV MISCELLANEOUS

4.01 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 4.01. 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 4.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by telecopy shall be deemed given at time of receipt.

4.02 Transferability. Except as provided in Section 4.07, neither the District nor CareHere may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.

4.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the District and CareHere with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both of the District and CareHere.

4.04 Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Florida, without giving effect to its conflict of laws provisions. The appropriate state court of St. Johns County, Florida shall be the exclusive venue for any litigation arising out of or relating to this Agreement.

4.05 Business and Financial Records. The parties recognize that the financial and business records relating to this Agreement are subject to public disclosure under the Florida Public Records Act.

4.06 Access to Books and Records. Both CareHere and the District agree to provide access to their books and records, as they relate to this Agreement, to the other party.

4.07 Waiver and Jury Trial. The parties knowingly and voluntarily waive their right to trial by jury in any litigation arising out of or relating to this Agreement

4.08 Assignment. CareHere shall not assign this Agreement to any third party without the prior written consent of the District, which shall not be unreasonably withheld.

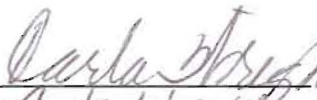
4.09 Crowne Consulting Relationship. The Parties acknowledge that Crowne Consulting Group ("Crowne") has provided services in connection with this transaction pursuant to an agreement between Crowne and CareHere, including without limitation the introduction of CareHere's onsite clinic services to the Employer, the coordination of the establishment of the clinic to be operated by CareHere and continuing administrative services which may be required of Crowne. CareHere agrees that it shall be solely responsible for the compensation of Crowne for all such services and that the Employer shall have no liability to Crowne for such compensation. In the event Crowne or any of its related entities provides equipment to or for the benefit of the Employer, the terms of the provision of such equipment, including any compensation due from the Employer to CareHere or Crowne for the equipment, will be reflected in a separate written agreement.


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

St. Johns County School District

CareHere, LLC

Crowne Consulting Group,

By: 
Name: Carla Wright
Title: Sch Board Chair
Address: 40 Orange Street
St. Augustine, FL 32084

By: 
Name: Ernest Clevenger
Title: Chief Executive Officer
Address: 205 Powell Place
Brentwood, TN 37027

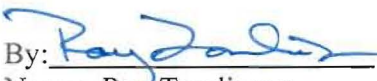
By: 
Name: Ray Tomlinson
Title: President
Address: 1552 Boren Drive
Ocoee, FL 34761

EXHIBIT A

“SCOPE OF SERVICES”

Medical Services include but are not limited to the following:

- Chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Etc.
- Acute Conditions
 - Sore throats/ears/headache
 - Cough, Sinus
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
- Lab testing
- Medication dispensing
- Occupational Conditions
 - OJI/Work-related injuries (First Report of Injuries level)
 - Minor surgical procedures, such as sutures for laceration treatment
- Employment Related Activities
 - Pre-employment and routine physicals
 - Pre-employment drug testing
- Personal hygiene related problems
- Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Programs Included

- LabInsight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from your employee population that allows us to develop just the right programs for you Pharmaceutical Program Management
- tailored to your specific population
- Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – we proactively assign a “coach” to help those employees with the greatest need
- Self Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions

Program Enablers and Infrastructure Included

- 800 Customer Support

- 24x7 Online Scheduling System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Physician Recruiting
- Medical Assistant Recruiting
- Physician Management
- Medical Assistant Management
- Analysis, Trends, Reporting & Survey Results

“SCOPE OF OCCUPATIONAL/WORK COMPENSATION HEALTH SERVICES”

The following services are provided in addition to the “Primary Care Medical Services.” District agrees that CareHere has quoted these services separately from “Primary Care Medical Services” and are provided at an additional cost.

Treatment of all OJI/work related Job injuries (beyond First Report of Injuries level)

If selected as provider from the panel (if required), treat acute and chronic work related injuries. If outside physician is selected, coordinate and monitor process

Medical Surveillance

- **Hearing** - Administration and performance of audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Respiratory** - Administer all medical elements of respiratory protection program including spirometry testing/PFT for employees required to wear a respirator.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals.
- **Drug Screen/Alcohol** - Collect pre-employment hair testing samples; urine for random and reasonable suspicion; breathalyzer for alcohol. Administer random selection program and post rehabilitation random testing. Provide MRO and reporting services.

Exams

- **Pre Employment** - Coordinating/conducting physicals, drug screening, functional capacity testing, medical history, audiometric testing, biometrics, etc.

- **Executive** - Administer standardized program through local provider for eligible executive employees.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available.
- **Fitness for Duty** - Conduct fitness for duty exams for both work related cases and for employees returning from personal medical leave.
- **FCE** - Contract with physical therapy vendor to conduct FCE's as requested by a treating physician.
- **DOT/CDL** exams.

Coordinate IME/FFD Program

Make medically sound recommendations to have employees independently evaluated for overall fitness for duty.

Employee Medical Management

Conduct meetings with employees who have had numerous medical concerns

On-Site Case Management Services

Shall include the following:

- Assist in identifying work related injuries
- Evaluate, Treat, Monitor and Manage work-related injuries
- Promptly refer to specialist as needed for consultative diagnosis, treatment and/or prognosis of an injury or disease
- Expedite tracking and receiving reports from outside medical appointments
- Monitor and gatekeep current workers comp cases
- Assist in the development of a Managed Care Referral Network for work compensation cases, if requested
- Maintain close communication with Workers Comp TPA
- Facilitate, from a medical perspective, in the settlement or closing of any workers compensation cases

Laboratory Services

Per physician order or for screening programs.

Inoculation and Foreign Travel

Provide and Administer inoculations and prescriptions for foreign travel and work place exposures as requested and approved by the District.

Physician Panel

Participate in the selection/removal of community physicians for our panel. Also maintain the panel documentation, if applicable.

Outside Physician interface

Interact with physicians regarding any medical issues of concern; Contract with Physical Therapy Company for on-site services.

EAP Interface

Providers recommend and assist employees in voluntary or management in mandatory referrals as appropriate.

Governmental Regulations and Compliance

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, DOT, and Bloodborne Pathogen training.

Job Reviews

Conduct medical job reviews as needed to assist in making recordability decisions.

Team Work-Place Evaluations

Participate on a team that conducts daily workplace reviews to identify safety and/or ergonomic risk factors.

Urgent Care Response (Industrial/Plant Setting)

Respond to any on-site emergencies and track and report through return to work.

Medical Information System Training/Upkeep

Maintain a real time system of case tracking and documentation

Assist in and/or the Management of OSHA 300 and 301 recordkeeping

EXHIBIT B

**SAMPLE EXAM ROOM SET UP
MEDICAL SUPPLIES AND EQUIPMENT**

Below is a list that illustrates items that may be required by the Medical Professional to deliver Medical Services in accordance with the Agreement.

Exam table/stool	Disinfectant
Small refrigerator	Waste cans
Lockable cabinet	Waste can liners
Gooseneck light	Gloves
Diag Set 3.5V Halogen/disposable covers	Suture supplies
Sundry jars	Glucose test supplies
Pillow/pillow covers (cloth and disposable)	Urinalysis supplies
Table paper	Strep testing supplies
Thermometer/disposable covers	Mono testing supplies
4 X 4's	Disposable gowns
Tongue depressors	Disposable drapes
Cotton balls	Thermometer (freezer)
Alcohol	3" Elastic bandage
Alcohol dispenser	Cold pack
Blood pressure cuffs	Emesis basins
Stethoscope	Medications/Injectables (by physician order)
Surgical tape	Lab supplies Tubes, requisitions, tourniquets)
Biohazard bags and Removal Service	Wall Posters, Charts
Biohazard stickers	Small desk and chair (if not provided by District)
"Allergic To" stickers	Needles
Sharps containers	Syringes
Computer, Fast Internet Connection, "4 in 1" Printer/Fax/Copier/Scanner	Trash removal, Clean-up, and General Maintenance
Fire Extinguisher	