



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
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August 17, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

SUBJECT: Permission to Contract with CareHere LLC for Health Center Management Services

On August 3, 2010, official action was taken to permit negotiation with CareHere LLC and Novia Care Clinics for on-site health centers for District employees. The District Insurance Committee gave approval for its Finance Sub-Committee to accept and discuss best and final offers with both companies on August 4, 2010. Negotiation for these benefits is permitted under Florida Administrative Rule 6A-1.012(11)(a).

Per the attached detailed memo from Ms. Mary Tillman, Director of Employee Benefits, Assistance & Risk Management (EBARM), the Finance Sub-Committee has unanimously selected CareHere LLC to provide these health center management services to the District. At least three (3) clinics are planned to be operational by January 2011, at District-owned locations placed geographically to serve the most employees, retirees, dependents and/or COBRA participants.

As noted in Ms. Tillman's memo, employees will be able to schedule appointments using an on-line tool or by using a 24/7 toll-free number. Clinic visits will not require a co-pay, and certain generic drugs will be provided at no cost. Annual cost to the District is expected to be approximately \$4,000,000, with a corresponding reduction in claims costs for both the employee health program and the workers' compensation program, due to reduced cost of care, disease management, and wellness activities. This cost will be paid from the District's insurance funds, allocated between the employee benefits funds and the workers' compensation program funds.

Board signature on the attached contract, which has been reviewed and approved by Ms. Nancy Alfonso, Board Attorney, will permit EBARM employees to begin immediate implementation of the program (expected to be operational after the winter 2010 break). Should you have any questions or concerns, please feel free to call Mary Tillman or me at your earliest convenience.

KDG/az
Attachments



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

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Employee Benefits, Assistance & Risk Management

Mary Tillman, Director

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DATE: August 6, 2010

TO: Kendra Goodman, Purchasing Agent

FROM: Mary Tillman, Director of Employee Benefits *Mary H. Tillman*

RE: Selection of Health Center Management Company - CareHere

On August 3, 2010, the Board gave approval for Employee Benefits Staff and the Finance Subcommittee (of the District Insurance Committee) to negotiate with CareHere and Novia Care to provide onsite health centers for Pasco School Board employees. The District Insurance Committee gave approval for the Subcommittee to interview the two health center providers and make the final recommendation. On August 4, 2010, the Subcommittee heard presentations by both providers. Members of the Subcommittee met several times after the presentation and unanimously selected CareHere to provide onsite health centers to the District.

Although the administrative fees for CareHere will be higher than those proposed by Novia Care, \$23 PEPM (Per Employee Per Month) versus \$16 PEPM, the Subcommittee felt that the services and experience offered by CareHere were worth the difference in cost. Novia Care has very limited experience in the handling of Workers' Compensation cases which is an important element in the District's decision to establish health centers. The Subcommittee was not comfortable with Novia's response to this important issue. Although the Subcommittee liked Novia's presentation overall and their initial price savings (PEPM), it was clear to the Subcommittee that they have not yet handled an employer the size of the District nor did they have any presence in the State of Florida. Since the Board mentioned in last week's workshop, their desire to choose a provider who has the capacity to handle employers beyond just the District in future years, the Subcommittee believed CareHere offered the best option for this growth.

CareHere has a strong presence in Florida; currently operating 12 health centers for public sector employers, including St. Johns District School Board, which was the first school district in Florida to open a health center and has reported great success. CareHere also has significant experience in operating occupational health (workers' compensation) centers. In addition, CareHere is endorsed by the Florida Association of District School

Superintendents. The success of the health centers is vital to meeting the challenge of controlling employee health care costs, which totaled over \$60 million last year. The Subcommittee believes that CareHere offers the strongest program available.

In addition to the administrative fees, the District will be responsible for the operating costs of the health centers, including payroll for medical personnel, supplies, and utilities. These expenses will be billed "at cost" to the District from CareHere; the medical personnel will NOT be Board employees. It will be necessary to advance money from the Board's capital funds to pay for start up expenses for the health centers. It is the intent of District staff that these funds will be repaid and the health centers will eventually be self supporting.

At least three health centers are planned to be operational by January 2011. These health centers will be placed geographically to serve the most employees based on input from District staff and analysis using computerized mapping software by CareHere. Staff expects that eventually there will be at least 7 health centers based on need and usage to serve employees and work sites. Health centers will provide services including workers' compensation, drug/alcohol testing, primary and specialist care, allergy shots, health screenings, health risk assessments (including biometrics), 24/7 nurse line and wellness activities, including access to a registered dietician and exercise physiologist. Also, CareHere will pay the fees required to provide the District services from MedVision, a firm that provides consulting services as well as data integration. This resource is expected to save the District money through adjustments to plan designs, predictive modeling, care-gap analysis and direction on wellness initiatives.

Employees will be able to schedule appointments using an online tool or by using a 24/7 toll-free number. Walk in appointments will be available and appointment slots will be reserved for workers' compensation incidents. Health Center hours will be determined by the District and may include before and after school hours as well as weekend hours. Eligible employees, retirees and COBRA participants and their eligible dependents will be able to use the health centers. There is discussion currently going on regarding access to the health centers by non-insured employees. Health Center visits will not require a copay and certain generic drugs will be provided at no cost. Annual cost to the District is expected to be approximately \$4 million with a corresponding reduction in claims cost, which are already budgeted so no additional operating funds are expected to be needed. Over time, it is expected that claims costs, for both the employee health program and the workers' compensation program will decrease because of reduced cost of care, disease management and wellness activities. This cost will be paid from the Insurance funds, allocated between the employee benefits funds and the workers' compensation program funds.

At this time, I am requesting your assistance in obtaining the Board's approval of the attached contract with CareHere. As always I appreciate your assistance and that of your staff during this process.

CareHere, LLC and Pasco County School District Agreement

This Employer Agreement is made and entered into this 17th day of August 2010, by and between Pasco County School District (“Employer”) and CareHere, LLC, a Tennessee limited liability corporation, as well as CareHere Crowne, LLC a Florida limited liability corporation (hereinafter known as “CareHere”).

Recitals:

A. CareHere contracts with employers to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants at the employer's selected places of business to perform certain medical services to the employees of such employers and/or their dependents.

B. The Employer desires to contract with CareHere and CareHere desires to contract with the Employer for CareHere to furnish a physician and nurse (and other agreed-upon medical staff) to provide certain onsite medical services to the employees of the Employer and/or their dependents 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 Employer and CareHere hereby agree as follows:

**ARTICLE I
PROVISION OF PHYSICIAN OR PHYSICIAN EXTENDERS**

1.01 Provision of Medical Professional. CareHere shall furnish a physician(s) or Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) (hereafter collectively referred as “Medical Professional”), and/or nurses, radiology technicians, and/or medical assistants (hereafter collectively referred as “Medical Assistant”) to provide the Medical Services (as defined herein) at the selected sites of Employer to the employees, retirees, dependents and/or COBRA participants of the Employer covered by the Employer’s group health plan and listed as eligible.. 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. Employer shall have the opportunity to meet and greet all final and recommended Medical Professional candidates identified by CareHere, and approve the hourly rates of pay and any suggested changes during contract period. Employer shall also have the right to have CareHere remove a Medical Professional for professional misconduct or behavioral concerns upon written notice within a reasonable period, which notice shall specify the time by which the Medical Professional shall be removed.

As used herein, the term “Medical Services” means, with respect to the Employer, the medical services with respect to which CareHere has ~~agreed to furnish a Medical~~

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Professional /Medical Assistant pursuant to this Agreement. The Medical Services with respect to which CareHere has agreed to furnish a Medical Professional/Medical Assistant are listed on Exhibit A.

The Employer and CareHere may, at any time and from time to time, amend or supplement Exhibit A by written and mutual 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 providers, and shall ensure that the Medical Assistant does the same with respect to the licensing and regulation of Medical Assistants so licensed and/or certified.

(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 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 corroborate with the 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

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of a felony, or is no longer in good standing with his or her professional or state licensing authority.

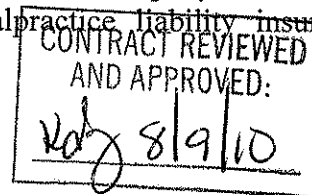
(f) CareHere shall require the Medical Professional to ensure that any Medical Assistant (and/or any other health professional) complies with the requirements of this Section 1.02 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided in 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 Employer of such notification, so that the Employer 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 the location(s) and schedule agreeable with Employer.

1.04 Place of Services. The Employer shall provide the Medical Professional adequate facilities to include examination room(s), triage, lab and other areas that is located at such selected site of the Employer, which facility shall be reasonably satisfactory, in the judgment of CareHere and the Medical Professional, for the provision of the Medical Services. In addition, the Employer shall provide items listed on Exhibit B within a locked room(s).

1.05 Equipment and Supplies. The Employer and CareHere shall also provide the Medical Professional the initial equipment and supplies, most of which are listed on Exhibit B (including items such as chairs, desks, file cabinets and office supplies, all of which may be supplied by CareHere with those costs passed-through by invoice at cost to Employer). CareHere and Employer shall agree upon the initial order of equipment and supplies to stock the health center. Subsequent reorders following the initial order for health center restocking may be done without pre-approval, but CareHere shall request via written correspondence, at any time and from time to time, additional equipment and supplies beyond the initial order which CareHere and 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. Employer shall approve the acquisition of such additional equipment and supplies by such date, provided the request is reasonable. In the event Employer deems such request(s) unreasonable, it shall be denied and costs related to any unilateral procurement of such equipment/supplies by CareHere shall not be borne by Employer

1.06 Medical Malpractice Liability Insurance. CareHere shall ensure that the Medical Professional maintains, throughout the term of this Agreement, medical malpractice liability insurance covering the acts and omissions of the Medical Professional, in the minimum annual coverage amounts required by the Employer (up to a maximum of \$1,000,000/\$3,000,000) with an insurance company reasonably satisfactory to CareHere. If the amount of medical malpractice liability insurance



requirement by Employer is over the minimum limits of \$250,000/\$750,000, Employer will reimburse CareHere for the difference in cost. 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 Employer proof of such medical malpractice liability insurance maintained by the Medical Professional.

1.07 Responsibilities of Parties. The Employer and CareHere are independent contractors. 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 Employer 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 Employer 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 and hold harmless Employer from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which Employer 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. However, such indemnification by CareHere shall not be construed to mean malpractice liability insurance in any manner. Said indemnity obligation shall be supported by appropriate liability insurance with minimum limits required by the Employer.

1.08 Billing. CareHere shall contract with the Medical Professional that the Medical Professional shall not bill or otherwise solicit payment from employees of the Employer, retirees, dependents, and/or COBRA participants or Employer, or from the Employer Benefit Plan Trust for the Medical Services provided by the Medical Professional.

1.09 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 and state 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. In the event medical records require transfer of ownership (e.g., termination, transfer, assignment of Agreement), CareHere shall represent the designated records owner.

The Employer 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 and CareHere in accordance with state and federal law, and that the

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Employer 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.

To ensure compliance with the above, CareHere and/or the Medical Professional shall develop and implement policies, standards, and procedures to protect the confidentiality and security of the medical records, and ensure that Medical Assistants and other employees are trained in these policies, standards, and procedures.

1.10 Reports. CareHere shall provide to Employer, no later than the last day of the month immediately following the end of each quarter of the calendar year, 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 a form reasonably satisfactory to Employer and CareHere and it is contemplated that the written report shall detail (a) the number of employees and dependents treated by the Medical Professional during such immediately preceding quarter, (b) the number of employees for whom work-related treatments were provided, (c) the number of employees for whom primary care services were provided, and (d) the frequency and types of drugs dispensed. Upon request, CareHere shall make supporting documentation of the above reports available. Employer may also request the above information on a monthly basis and may request certain other information (e.g., worker's compensation claims, drug testing information, and pre-employment data). Other reports will be provided on a weekly and monthly basis that will report visit utilization and other relevant items. Some of the above reports will also be available online that can be run on-demand. There will be no charge to the Employer for additional reports or data-sharing information created in response to customized Employer requirements.

1.11 Noncompliance by the Medical Professional. In the event that the Employer 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 Employer 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, Employer shall have the right to require the immediate removal of the Medical Professional by CareHere.

ARTICLE II COMPENSATION

2.01 Initial Set-Up Deposit. Simultaneously with the execution and the delivery of this Agreement Employer and CareHere have an arrangement to purchase the equipment and the supplies which are listed on Exhibit B and which are not otherwise being provided by the Employer. This equipment and supplies are initially required by CareHere and the Medical Professional for the provision of the Medical Services. The actual cost/value shall be itemized in a Statement of Expenditures, and shall be

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authenticated on the first monthly service invoice. The Set-up deposit for any Occupational/Workers Compensation services, if applicable, will be an additional amount. All setup costs will be "pass-through" with "no mark-up" for both medical and/or occupational/workers compensation resources.

2.02 Monthly Administrative Fee. No later than the 45th day after receipt of a complete CareHere invoice, the Employer shall pay to CareHere the amount of \$23.00 per employee/retiree/COBRA participant up to the first 5000; then, \$20 per employee/retiree/COBRA participant for remaining (covered by group health plan and listed as eligible) per month for furnishing the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month.

2.03 Additional/Variable Costs. 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 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 Employer shall be responsible to pay CareHere such amount invoiced no later than the 45th day after receipt of a complete CareHere invoice. Upon request, CareHere or the Medical Professional shall make supporting documentation for expenditures available.

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

ARTICLE III TERM AND TERMINATION

3.01 Term. This Agreement shall be for a term of five years commencing on the opening date of the Health Center, subject to earlier termination in accordance with this Agreement. The Agreement is renewable annually, at the mutual agreement of the parties. The Employer or CareHere will give written notice of nonrenewal to the other party at least ninety (90) calendar days prior to the end of the initial term or of any renewal term. The Scope of Services may be amended at the mutual agreement of the parties at the time of annual renewal. After the initial five-year term, this Agreement may be renewed at the mutual agreement of the parties for up to two one (1) year periods each.

3.02 Termination With or Without Cause. Following the first twelve (12) months of health center operation, this Agreement may be terminated by either the Employer 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 Employer 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, Employer shall not use the onsite professional healthcare services of the Medical Professionals 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.

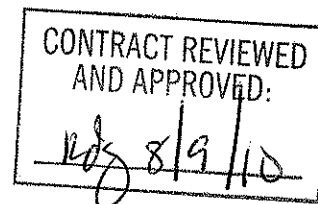
4.02 Transferability. Except as provided in Section 4.07, neither the Employer nor CareHere may assign or otherwise transfer this Agreement to a third party without the prior written consent of the other party, which may be given or withheld by the other party in its sole discretion.

4.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Employer 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 Employer and CareHere.

4.04 Governing Law. 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.

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

4.06 Successors. This Agreement is binding upon the parties, their successors and assigns. Sixty (60) days notice of any change in ownership, management, etc. shall be given the other party by the party experiencing the change. In such event, this Agreement shall be assumed upon a change of ownership, change of control, change in management, reorganization, etc. of, or at, Employer.



4.07 Severability. If any provision of this Agreement is determined to be void, illegal, unenforceable or invalid, the enforceability of any other provision is unaffected.

4.08 Jessica Lunsford Act. CareHere acknowledges and agrees to be in compliance with the "Jessica Lunsford Act." Suppliers conducting business with the Employer who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds, **must** be Level 2 fingerprinted by the Employer's Human Resources Department. If any of the above criteria apply to this contract, you **must** have those individuals Level 2 fingerprinted and screened by the Employer's Human Resources Department **prior** to commencement of services or work, and must provide a list of employees who will be providing these services. Please contact (813) 794-2521 to arrange for a fingerprinting appointment. Costs associated with this background screening are to borne by the vendor. You may access information regarding this law, which became effective September 1, 2005, by reviewing Sections 1012.32 and 1012.465, Florida Statutes.

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

Pasco County School District

CareHere, LLC

CareHere Crowne, LLC

By: _____ By: _____ By: _____

Name: _____ Name: Ben Baker Name: Ray Tomlinson

Title: _____ Title: Member Title: Member

Address: _____ Address: 215 Jamestown Park Dr. Address: 1552 Boren Drive
Suite 204 Suite 100
Brentwood, TN 37027-5178 Ocoee, FL 34761

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EXHIBIT A
"SCOPE OF SERVICES"

Medical and Other Services include but are not limited to the following:

- Chronic illness evaluation, treatment and management
 - Diabetes
 - High Cholesterol
 - Hypertension
- Acute Conditions
 - Sore throats/ears/headache, cough and sinus-related
 - Strains/sprains/musculoskeletal problems
 - Acute urinary complaints
- Laboratory testing
- Basic X-ray (if digital x-ray equipment supplied)
- Medication dispensements
- Occupational Conditions
 - OJI/Work-related injuries on a triage basis only
 - Minor surgical procedures, such as sutures for laceration treatment
- Employment-Related Activities
 - Physical Exams to include pre-employment, annual and routine
 - Drug Testing to include pre-employment, reasonable suspicion and random, breath-alcohol (BAT, if equipment available), CDL and DOT
 - Provide MRO services with reports
 - Audiometric hearing tests
- Personal hygiene related conditions
- 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 Employer's Pharmaceutical Program Management, customized to Employer's population
- Physician/Nurse "Reach Out" Program for those with highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease Management – (proactive assignment of a “health coach” to assist employees with identified needs
- Self Care Education Tools and Manual online and in print
- Comprehensive Health Education Training
- Physician Health Seminars
- Population Promotions
- Exclusively-assigned, full-time Director of Clinical Operations (1), Registered Dietician (1) and Exercise Physiologist (1); (1) Social Worker may be added at a later date, as mutually agreed by the parties.
- Verisk/Medvision – Analytic Software analysis program

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Program Enablers and Infrastructure Included

- 800 Customer Support
- 24x7 Online Scheduling System
- Online Medical Management & Tracking System
- Health center Best Practices Sharing
- Health center Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting
- Medical Staff 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.” Employer agrees that CareHere will price these services separately from “Primary Care Medical Services” and will be provided at an additional cost.

Treatment of all work-related job injuries beyond triage 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 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
- **Drug Screen/Alcohol** – the collection of hair testing samples or other customized requirements and post-rehabilitation random testing.



Exams

- **Ergos** - Assist with ergos-related fitness evaluations using on-site evaluation equipment if available
- **Fitness for Duty (FFD)** - Conduct fitness for duty exams for both work-related cases and for employees returning from personal medical leave.
- **Functional Capacity Exam (FCE)** - Contract with physical therapy vendor to conduct FCE's as requested by a treating physician.

Coordinate IME(Independent Medical Evaluation)/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 cause and prevention of 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 gate-keep 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 (other than Primary Medical Care and WC Triage 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 Employer.



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 Blood-borne 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 FacilitySetting)

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

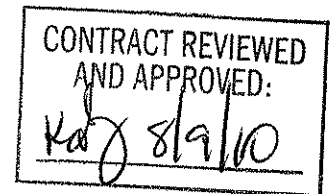


EXHIBIT B

**SAMPLE FACILITY SET UP
MEDICAL SUPPLIES AND EQUIPMENT***

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 Employer)
"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	

* **Pasco County School District** – CareHere to provide all above initial set-up equipment and supplies for up to three (3) locations as well X-ray and Audiometric equipment for one (1) location (total setup/renovation allowance for three locations- up to \$150,000; total allowance for X-ray and Audiometric equipment-up to \$125,000).

CONTRACT REVIEWED
AND APPROVED:
rdg 8/9/10