



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Department of Purchasing Services  
Michael J. Woodall, CPPO, Purchasing Agent  
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April 16, 2013

### MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Michael J. Woodall, CPPO, Purchasing Agent *MJW.*

**SUBJECT:** Contract Term Extension – CareHere, LLC  
Health and Wellness Centers

On August 17, 2010, official action was taken to approve a contract with CareHere LLC for three (3) health and wellness centers. The third year of the five-year contract is due to expire on December 31, 2013. All documentation regarding this contract, and its subsequent yearly renewals at the mutual agreement of the parties, is on file in the Purchasing Services Department.

CareHere has offered to pay up to \$240,000 for one (1) additional health center building, which will be placed in Hudson. In consideration, they have asked that the five-year term of the contract be extended by two (2) years, through December 31, 2017. Please see the attached memo from Ms. Mary Tillman, Director for Employee Benefits, for further detail.

Exhibit C of the contract, attached for your approval, outlines the revised terms and length of the existing contract. Provision has been made for a pro-rated buyout of the modular unit, should the District choose to cancel the CareHere contract before the conclusion of its full term. The Exhibit has been reviewed and approved by Ms. Nancy Alfonso, Board Attorney.

Board signature on the attached Exhibit will permit planning to continue so that the wellness center can open as soon as possible. Please contact Mary Tillman or me at your earliest convenience with any questions or concerns.

MJW/az  
Attachments

Date/Time: April 10, 2013 09:20:00



## District School Board of Pasco County

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

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

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Employee Benefits, Assistance & Risk Management

Mary Tillman, Director

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DATE: April 16, 2013

TO: Michael Woodall, Purchasing Agent

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

RE: Contract Term Extension for CareHere, LLC

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On August 17, 2010, the District entered into a contract with CareHere, LLC, to provide services for the health and wellness centers. The District is currently in the third year of the five year contract, which is renewable annually upon mutual consent, and will expire on December 31, 2013. The District pays an administrative fee to CareHere LLC in the amount of \$23 per month for the first 5,000 employees/retirees and \$20 per month for the remaining employees/retirees. In addition, the District reimburses CareHere, LLC for all operating costs of the health and wellness centers. This payment structure has not changed since the inception of the contract.

CareHere, LLC has offered to pay up to \$240,000 for an additional health center building which will be placed in Hudson. In exchange for this donation, CareHere has requested that the District extend their contract by 2 years.

The services provided by CareHere, LLC have been exceptional.

Please request permission from the Board to approve this contract term extension. If you have any questions or need any additional information, please call me. As always, I appreciate the assistance that I have received from you and your staff during this process.



**EXHIBIT C**  
**CareHere, LLC, CareHere Crowne, LLC and Pasco County School and Pasco County School District**

CareHere, LLC, CareHere Crowne, LLC (collectively hereafter "CareHere") and Pasco County School District (hereafter "Employer") agree that the current Agreement between the parties, originally executed August 17, 2010 for the term January 1, 2011 – December 31, 2011, and renewed annually thereafter for subsequent calendar years, shall be amended to read as follows:

Article III, Term and Termination, paragraph 3.01, Term: This Agreement shall be for a term of seven (7) years, through December 31, 2017, subject to earlier termination in accordance with this Agreement. The Agreement is renewable annually, at the mutual agreement of the parties. This change extends the original Agreement term by two (2) years, or 24 months. 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 seven (7)-year term, this Agreement may be renewed annually at the mutual agreement of the parties.

In consideration for the changes outlined above, CareHere will provide, at their expense (capped at a maximum of \$240,000) a newly constructed modular unit (approximately 2300 sq. ft.) to be used as a fourth (4<sup>th</sup>) health center. The modular unit is to be delivered and set-up for connections on a site approved by the Employer. The Employer is responsible for the expense of site selection, preparation, and all necessary utility work to connect to the modular unit in order to make it fully operational, and to meet all permitting, zoning and other governmental approvals, including the Certificate of Occupancy. The Employer assumes all risk for care, custody, control once the modular unit is delivered to the agreed-upon site, at which time the Employer's General Liability Insurance will be in effect.

At the end of the seven (7)-year term, CareHere will deliver an authorized bill of sale and title for the modular unit to the Employer. Should termination of this Agreement take place at any time before the end of the seven (7)-year term, the Employer will reimburse CareHere a pro-rated portion of the expenses incurred by CareHere for the modular unit. As an example, assuming a \$240,000 cost for the modular unit, and use by the Employer for 15 months, the pro-rated refund would be:  $24 \text{ months} - 15 \text{ months} = 9 \text{ months} / 24 \text{ months} \times \$240,000 = \$90,000$ .

This Exhibit will be effective on the latest date signed below.

Pasco County School District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CareHere, LLC

By: [Signature]

Name: Ben Baker

Title: COO

Date: 4/1/2013

CareHere Crowne, LLC

By: [Signature]

Name: Ray Tomlinson

Title: Member

Date: 03-21-2013

CONTRACT REVIEWED  
AND APPROVED:  
[Signature] 4.1.13