



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
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/ 794-2484
352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

November 1, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Renewal of Direct Negotiated Contract
CareHere LLC for Health Center Management Services

On August 17, 2010, official action (attached) was taken to approve a contract with CareHere LLC. The contract has a term of five (5) years, and is renewable annually at the mutual agreement of the parties. The first year of the agreement will expire on December 31, 2011.

Ms. Mary Tillman, Director of Employee Benefits, (EBARM), along with the Finance Sub-Committee, has unanimously recommended renewal of the contract with CareHere LLC. Considering services have been satisfactory, Ernest Clevenger, President of CareHere LLC, was contacted to verify his willingness to enter into the second year of the agreement. As such, Mr. Clevenger has agreed, in writing (attached), to enter into the second year of the agreement. The cost to the District for the 2012 calendar year is expected to be approximately \$4,200,000. The cost will be paid from the District's insurance funds, allocated between the employee benefits funds and the workers' compensation program funds.

Therefore, at this time, it is my recommendation to enter into the second year of the agreement with CareHere LLC. The second year of the contract will cover the period of January 1, 2012 through December 31, 2012. Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact Mary Tillman or me at your earliest convenience.

KDG/mw
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

813/794-2759 Fax: 813/794-2173

727/774-2759 TDD: 813/794-2484

352/524-2759 e-mail: mtillman@pasco.k12.fl.us

DATE: October 18, 2011

TO: Kendra Goodman, Purchasing Agent

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

RE: Renewal of Health Center Management Company - CareHere

On August 17, 2010, the Board approved an agreement with CareHere to manage the District's Health Centers. Since that date, the District in partnership with CareHere has opened three employee health centers. They are located on the campuses of Centennial Middle, Gulf High and Land O Lakes High.

As of June 30, 2011, over 2,500 employees had visited one of the health centers at least once. This total accounts for over 30% of the District's insured employees. Insured employees and their covered dependents receive services including 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. Over 5,750 generic prescriptions have been distributed at no out of pocket cost to the employee.

In addition, the health centers are providing drug/alcohol testing related to the reasonable suspicion policy, bus driver physicals, Hep B vaccinations to eligible employees, and recently workers' compensation services. Since August 1, 2011, the health centers have handled over 70 workers' compensation cases. Also, a pilot "post offer-pre employment" (POET) program was run over the summer for new Food & Nutrition Services employees. The purpose of the POET program is to ensure that new employees are physically able to perform the required job duties, leading to decreased workers' compensation claims and costs. It is expected that this program will expand to include other physically demanding jobs such as custodial, maintenance, transportation, warehouse workers, couriers, and possibly ESE and preK instructional assistants.

Overall, response to the health centers has been very positive. It is too early to tell how significantly the health centers will affect the District's overall medical and pharmacy claims costs, but the initial experience appears to show that employees are receiving needed services at a reduced cost to the District.

The District pays an administrative fee to CareHere of \$23 per month for each employee. The District is also responsible for the operating costs of the health centers, including payroll for medical personnel, supplies, and utilities. These expenses are billed “at cost” to the District from CareHere; the medical personnel are not be Board employees. Monthly operating costs for all three health centers have averaged \$160,000 per month.

On October 6, 2011, the District Insurance Committee unanimously approved the renewal of this contract.

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.



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CareHere, LLC Health Center Management Services

X

Yes, I agree to renew the above-referenced Agreement, under existing terms and conditions, with the District School Board of Pasco County. The contract term will be January 1, 2012 – December 31, 2012.

No, I do not agree to renew the above-referenced RFP with the District School Board of Pasco County.

COMPANY NAME: CareHere, LLC

SIGNATURE: _____

DATE: 9/19/2011

PRINTED NAME/TITLE: ERNEST CLEVELER

E-MAIL: ECLEVELER@CARE

PRESIDENT

HERE.

TELEPHONE W/AREA CODE: 215-2215901

FAX W/AREA CODE: 775-259-8354

Com

By agreeing to renew, vendor acknowledges and agrees to be in compliance with the "Jessica Lunsford Act." Vendors conducting business with the District School Board of Pasco County (DSBPC) 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 DSBPC Human Resources. If any of the above criteria apply to this contract, you must have those individuals Level 2 fingerprinted and screened by the DSBPC Human Resources Department prior to commencement of services or work, and must provide a list of employees with renewal. 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.

The contracting company certifies, by submission and signature of this form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

Vendor shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included within this section. Vendor shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this contract.

PLEASE RETURN TO:
DISTRICT SCHOOL BOARD OF PASCO COUNTY
ATTENTION: Michael Woodall, Buying Manager
PURCHASING DEPARTMENT
20430 GATOR LANE, LAND O' LAKES, FL 34638
(813) 794-2504 (PHONE)
(813) 794-2111 (FAX)
mwoodall@pasco.k12.fl.us

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.

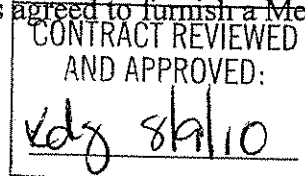
B. The Employer desires to contract with CareHere and CareHere desires to contract with the Employer for CareHere to furnish a physician and nurse (and other agreed-upon medical staff) to provide certain onsite medical services to the employees of the Employer and/or their dependents on the terms and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

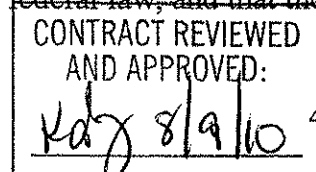
1.09 Medical Records. CareHere shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in 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.

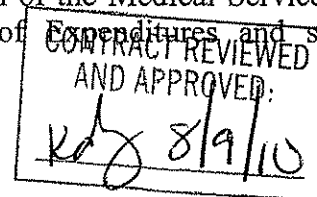
ARTICLE II COMPENSATION

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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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.

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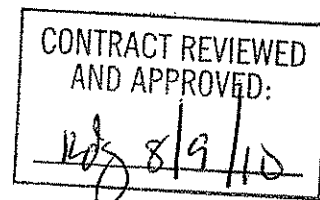


EXHIBIT A

"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

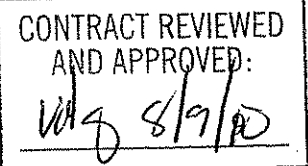
Long Term Prevention Programs Included

- 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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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.



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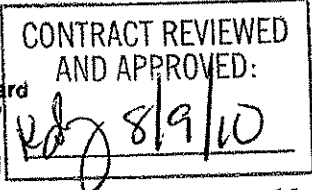
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EXHIBIT B

**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).



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