



PROCUREMENT DEPARTMENT

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**AMENDMENT NO. TWO (2)**

TO

**CONTRACT NO. 15-R00117**

FOR

**Hernando County Wellness Clinic**

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **CONTRACT NO. 15-R00117**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

- 1. EXHIBIT B is removed in its entirety and replaced with the attached EXHIBIT B.
- 2. Section 3 (Rate Increases) is revised below:

**Rate Increases**

The Rate set forth in Exhibit B shall remain in effect for the first three years of this Agreement. Commencing ~~with the fourth year of the Agreement May 1, 2025~~, fees may increase annually at a rate of up to 3% as supported ~~determined~~ by the US Bureau of Labor Statistics-Medical Care Services Index on an annualized basis. Written request for price adjustments may be made every twelve (12) months, no less than thirty (30) days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor/Contractor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. All price adjustments must be accepted by the Chief Procurement Officer and shall be accomplished by written amendment to this Contract. In the event the Parties cannot come to a mutual agreement, all fees hereunder shall increase by two percent (2.0%) effective annually.

- 3. This Second Amendment to Agreement shall be effective upon Board Approval.
- 4. All other terms and conditions shall remain the same.

CAREATC, INC.

DocuSigned by:  
*Jeff Mazzoni*  
9960257BC1AF44F

Authorized Signature

4/15/2024

Date

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

*Elizabeth Narverud*

Elizabeth Narverud  
Chairwoman

4-23-2024

Date

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: *Melissa Tartaglia*  
County Attorney's Office

**EXHIBIT B****DESCRIPTION OF SERVICES AND FEES**

Client will pay all fees described in this Exhibit within thirty (30) days (Florida Statutes) after the date of CATC's invoice. If Client disagrees with any CATC invoice, Client shall pay all undisputed invoiced amounts and notify CATC of the disputed amount and the reasons for which it is disputed. CATC will segregate such disputed amounts from undisputed amounts until the matter is resolved. Client has fifteen (15) days from the date of the invoice to dispute the charges listed on the invoice. After the expiration of fifteen (15) days from the date of the invoice, Client will be deemed to have approved such invoice.

Any fees that are not paid when due, will bear interest at twelve percent (12%) per annum or, if lower, the highest interest rate permitted by applicable law.

1. **Client Wellness Center Description of Services**

**Monthly Administration Fee:** Fee per Eligible Employee per month ("PEPM"). This fee is calculated on a monthly basis by multiplying the PEPM amount by the number of Eligible Employees as provided by the Client. This number is based on the eligibility provided by Client to CATC on a monthly basis. A reasonable estimate of Eligible Employees is due the 20<sup>th</sup> of each month; Client shall confirm eligibility no later than the 1<sup>st</sup> of each month.

The PEPM shall cover the following:

Area Operations Director	Accounting
Client Success Director	Human Resources
Area Medical Director	Facilities Management
Implementation Team	IT Support
Patient Portal	Recruiter
EMR access via smart phone	Marketing Team
Quality Management and Credentialing Team	Materials/Purchasing Team
Periodic Strategic Reporting	Contract Administration

A. **Health Professionals:** Client will pay CATC for the cost of the Health Professionals on a pass through basis inclusive of all benefits provided by CATC to the Health Professionals. The rates per table provided below are effective on the date of this executed Amendment and include benefits provided by CATC to the Health Professionals. Any amounts greater than the below rates, must be approved by Client in advance. The Health Professionals' compensation will be reviewed and is subject to be changed on an annual basis, subject to Client's approval.

- All overtime will be paid at one and a half times the hourly rate.
- If staffing is hired and execution date is not met by Client, Client will be responsible for payroll effective the hire date of staffing.

Benefits above will include the following: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability, paid time off for vacation, sick, continuing medical education, holidays and required locums coverage during paid time off.

Should a Health Professional leave on Short Term disability, Client will reimburse CATC separately as incurred at a rate up to \$1,000.00 per week.

- B. **Equipment and Supplies:** Client will pay CATC for equipment and supplies on a pass-through basis. Such a system means that CATC will purchase the equipment and supplies, using reasonable efforts to secure bulk discounts in pricing. CATC will invoice Client for CATC's actual cost to purchase the equipment and supplies.
- C. **Disposal of medical waste and janitorial:** Client will pay CATC on a monthly pass-through basis for the cost of disposing of medical waste and janitorial services.
- D. **Pharmaceutical Drugs, Laboratory Testing, Licenses & Permits:** Client will pay CATC on a monthly pass-through basis for the medications purchased and laboratory testing performed.
- E. **Electronic Medical Record ("EMR") Expenses:** Client will pay CATC the following EMR expenses:
- Provider License (one time per physician, ARNP or PA).
  - EMR training (one time per physician, ARNP, or PA).

- Monthly technology fee (covers hardware replacement and software fees).

F. **Personal Health Assessments:** For each participating Eligible Plan Participant over the age of eighteen (18) (once per year), Client will pay CATC for each Personal Health Assessments performed at the discretion of the employee.

Travel Costs for annual PHA event: Should Client elect to have a mass-screening event, Client will pay CATC for all travel costs on a pass-through basis. Travel costs are inclusive of:

- PHA team members' daily salary at the current CATC rate in effect at time of travel
- Car rental, airfare, baggage fees, hotel, meal per diem per day per PHA team member (IRS rate at time of travel), gas, parking, tolls and mileage if use of company vehicle (IRS Business Mileage Rate in effect at time of travel).

2. **Optional Services** – Services in this section may be added and terminated by the Client with ninety (90) days prior written notice of termination without effecting the entire Agreement in accordance with Page 2 (Paragraph 4) of the Agreement.

A. **Virtual Care Access:** Fee per Eligible Employee per month ("PEPM"). This fee is calculated on a monthly basis by multiplying the PEPM amount by the number of eligible employees as provided by the Client.

The Virtual Care Access fee shall cover 24/7/365 access to a nationwide network of board-certified physicians and licensed therapists to provide acute care support for Eligible Plan Participants. If Client decides to terminate this service they must provide thirty (30) days' prior written notice of termination.

B. **Dedicated Wellness Services Health Coach:** Client will pay CATC for the cost of the Dedicated Health Coach on a pass through basis inclusive of all benefits provided by CATC to the Dedicated Health Coach. The rates per table provided below are effective on the date of this executed Amendment and include benefits provided by CATC to the Dedicated Health Coach. Any amounts greater than the estimated rates, must be approved by Client in advance. The Dedicated Health Coach's compensation will be reviewed and is subject to be changed on an annual basis, subject to Client's approval.

- All overtime will be paid at one and a half times the hourly rate.

Benefits above will include the following: Social Security taxes, Medicare taxes, Federal and State Unemployment taxes, Workers Compensation, health insurance, 401(K) match, long term disability, paid time off for vacation, sick, continuing medical education, and holidays.

Should a Dedicated Health Coach leave on Short Term disability, Client will reimburse CATC separately as incurred at a rate of sixty percent (60%) of the employee's salary but not to exceed \$1,000.00 per week.

C. **Wellness Platform:** Client will pay CATC PEPM, fees for the Wellness Platform. This Wellness Platform Fee shall cover the Wellness Platform, Electronic Medical Record, Enterprise Data Warehouse, Analytics and Reporting and Board Certified Physician Oversight.

**Monthly Fee** - Client will pay CATC fee per PEPM. This fee is calculated on a monthly basis by multiplying the PEPM amount by the number of eligible employees as provided by the Client. CareATC Passport technology licenses must be purchased for a minimum of one (1) year and will automatically renew for additional one (1) year periods unless Client provides ninety (90) days prior written notice of termination in accordance with Page 2, (Paragraph 4) of the Agreement.

D. **Data Analytics**

**Monthly Fee** - Client will pay CATC fee per PEPM. This fee is calculated on a monthly basis by multiplying the PEPM amount by the number of eligible employees as provided by the Client.

3. **HSA Billing Administration**

A. **Point of Service Collection Fee** – Monthly, CATC will credit against Client's invoice, the funds collected from patients for non-preventive wellness center encounters net of the following Point of Service Collection Fees and expenses:

- A Point of Service Collection fee equal to ten percent (10%) of the global office fees collected in the wellness center from patients for non-preventive wellness center encounters.
- Pass-through expenses for the cost of credit card processing from CATC's third party credit card processing company.

B. **Standard Data Extract** – Client will pay CATC fee per month to prepare and submit a standard 837 file to Client's payor/TPA detailing the payments received by CATC for non-preventive wellness center encounters on a patient-by-patient basis.

4. Pricing Table

Hourly Health Professional Staffing Costs	2016 Contract	Rate as of May 1, 2024
Physician (Hourly)	\$140.00	\$150.71
Physician Collaboration (Hourly)	N/A	\$6.59
Medical Assistant (Hourly)	\$22.00	\$26.52
Health Center Manager (Hourly)	N/A	\$50.39
ARNP/PA (Hourly)	\$70.00	\$94.82
LPN (Hourly)	\$25.00	N/A
Health Coach (Hourly)	N/A	\$39.00
PHA Event staffing (Per Day per Staff)	\$144.00	\$232.00
<b>Non-Staffing Related Fees</b>		
Non-Staffing Related Fees	2016 Contract	Rate as of May 1, 2024
Monthly Administration Fee (PEPM)	\$23.50	\$25.42
EMR Provider License (one time per physician, ARNP or PA)	\$5,600.00	\$5,600.00
EMR Training (one time per physician, ARNP, or PA)	\$4,250.00	\$4,250.00
Technology Fee (Monthly)	\$750.00	\$811.13
Personal Health Assessments (PHA)	\$45.00	\$48.67
Virtual Care Access Fee (PEPM)	\$3.50	\$3.79
Wellness Platform Monthly Fee (PEPM)	\$2.00	\$2.16
Data Analytics (PEPM)	\$1.00	\$1.08
Standard Data Extract Fee (Monthly)	N/A	\$750.00