

Contract No. 15-R00117 Hernando County Wellness Clinic
Amendment 1 to Wellness Center Service Agreement
CareATC, Inc. and Hernando County, Florida

This First Amendment to Wellness Center Service Agreement between CareATC, Inc. and Hernando County, Florida hereinafter referred to as the "First Amendment to Agreement," is made and entered into this 15th day of February 2018, by and between CareATC, Inc., an Oklahoma Corporation ("CATC") and Hernando County, Florida ("County").

WHEREAS, CATC and County entered into a Wellness Center Service Agreement effective April 26, 2016, hereinafter referred to as the "Agreement," for the provision of clinic services to County's employees and benefit plan participants: and

WHEREAS, County and CATC desire to amend the Agreement to modify EXHIBIT B as agreed to by both parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and in the Agreement, County and CATC agree as follows:

1. EXHIBIT B is removed in its entirety and replaced with the attached EXHIBIT B.
2. This First Amendment to Agreement shall be effective upon Board Approval.
3. Except as amended by this First Amendment to Agreement, all of the terms, provisions and conditions of the Agreement are hereby ratified and confirmed by County and CATC and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement as of the day and year written above.

County:

By: [Signature]

Title: Chairman

Date: 2/13/18

(SEAL)

CATC:

CAREATC, Inc.

By: [Signature]

Title: CEO

Date: 1/31/18

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
County Attorney's Office

EXHIBIT B

FEES

County will pay all fees described in this Exhibit within thirty (30) days (Florida Statutes) after the date of CATC's invoice. If County disagrees with any CATC invoice, County 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. County 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, County 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. County Wellness Center Fees

Monthly Administration Fee: \$23.50 per Eligible Employee per month ("PEPM"). This fee is calculated on a monthly basis by multiplying the PEPM amount (\$23.50) by the number of Eligible Employees as provided by County. This number is based on the eligibility provided by County to CATC on a monthly basis. A reasonable estimate of Eligible Employees is due the 20th of each month; County shall confirm eligibility no later than the 1st of each month.

The PEPM shall cover the following:

Director of Client and Wellness Center Services	Accounting
Client Manager	Human Resources
Wellness Center Manager	Facilities Management
Patient Access Call Center	Contract Administration
Implementation Team	IT Support
Patient Portal	Recruiter
EMR access via smart phone	Marketing Team
Quality Management and Credentialing RN	Materials/Purchasing Team
Reporting – Weekly, Monthly, Quarterly and Annual	

A. **Health Professionals:** County 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 below are estimated rates as of the date of this Agreement and include benefits provided by CATC to the Health Professionals. Any amounts greater than the estimated rates, must be approved by County in advance. The Health Professionals' compensation will be reviewed and is subject to be changed on an annual basis, subject to County's approval.

- Physician \$140.00 per hour
- Medical Assistant/ X-ray Technician \$22.00 per hour each
- ARNP/PA \$70.00
- LPN \$25.00
- 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 County, County 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, County will reimburse CATC separately as incurred at a rate up to \$1,000.00 per week.

B. **Equipment and Supplies:** County 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 County for CATC's actual cost to purchase the equipment and supplies.

C. **Disposal of medical waste and janitorial:** County 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:** County will pay CATC on a monthly pass-through basis for the medications purchased and laboratory testing performed.
- E. **Electronic Medical Record (“EMR”) Expenses:** County will pay CATC the following EMR expenses:
 - Provider License \$5,600.00 (one time per physician, ARNP or PA)
 - EMR training \$4,250.00 (one time per physician, ARNP, or PA).
 - Monthly technology fee \$750.00 (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), County will pay CATC \$45.00 for each Personal Health Assessments performed at the discretion of the employee.

Travel Costs for annual PHA event: Should County elect to have a mass-screening event, County 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 (daily wage rate in effect at time of contract: \$170.00).
- Car rental, airfare, baggage fees, hotel, meal per diem per day per PHA team member (IRS rate at time of travel; \$54.00 in effect at time of contract signing), gas, parking, tolls and mileage if use of company vehicle (IRS Business Mileage Rate in effect at time of contract: \$0.545 per mile).

2. **Optional Services** – Services in this section may be added and terminated by the County 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. **Monthly Wellness Services Administrative Fee:** \$4.00 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 County.

The PEPM shall cover the following:

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|--|-------------------------------------|
| Director of Client and Clinic Services | Accounting |
| Client Manager | Human Resources |
| Clinic Manager | Facilities Management |
| Patient Access Call Center | Contract Administration |
| Implementation Team | IT Support |
| Patient Portal | Recruiter |
| EMR access via smart phone | Marketing Team |
| Quality Management and Credentialing RN | Materials/Purchasing Team |
| Reporting –Monthly, Quarterly and Annual | Board Certified Physician Oversight |
| Individualized Care Plan Design | Curriculum & Health Education |
| Customized Incentive Design | Care Outreach |

- B. **Dedicated Wellness Services Health Coach:** County 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 below are estimated rates as of the date of this Agreement and include benefits provided by CATC to the Dedicated Health Coach. Any amounts greater than the estimated rates, must be approved by County in advance. The Dedicated Health Coach’s compensation will be reviewed and is subject to be changed on an annual basis, subject to County’s approval.

- Dedicated Health Coach up to \$45.00 per hour.
- Retroactive to January 3, 2018, the County will reimburse Health Coach salary, training and wellness program startup costs.
- 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, holidays and required locums coverage during paid time off.

Should a Dedicated Health Coach leave on Short Term disability, County 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:** County will pay CATC PEPM, setup & annual hosting 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. Setup and annual hosting fees will be billed separately as incurred.

Monthly Fee - County will pay CATC \$1.50 PEPM. This fee is calculated on a monthly basis by multiplying the PEPM amount (\$1.50) by the number of eligible employees as provided by the County. 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 County provides ninety (90) days prior written notice of termination in accordance with Page 2, (Paragraph 4) of the Agreement.

Implementation Fee – County agrees to pay the following one-time CareATC Passport implementation setup & annual hosting fees in addition to the monthly CareATC Passport fee:

- Initial setup fee \$6,500.00
- Annual hosting fee \$3,750.00

3. **HSA Billing Administration**

Point of Service Collection Fee – Monthly, CATC will credit against County’s invoice, the funds collected from patients for non-preventive clinic 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 clinic from patients for non-preventive clinic encounters.
- Pass-through expenses for the cost of credit card processing from CATC’s third party credit card processing company.

Standard Data Extract – County will pay CATC \$750.00 per month to prepare and submit a standard 837 file to County’s payor/TPA detailing the payments received by CATC for non-preventive clinic encounters on a patient by patient basis.