

**CareHere, LLC**  
**City of Ocala Agreement**

This Agreement is made and entered into this 15<sup>th</sup> day of January 2013, by and between City of Ocala ("City") and CareHere, LLC, a Tennessee limited liability corporation ("CareHere").

**Recitals:**

WHEREAS, CareHere desires to contract with the City to provide physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants at the City's place of business to perform certain medical services to the employees of such City and/or their dependents.

WHEREAS, the City desires to contract with CareHere and CareHere desires to contract with the City for CareHere to furnish a physician and medical staff to provide certain onsite medical services to the employees of the City and/or their dependents and retirees 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 City 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) and such Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) (hereafter collectively referred as "Medical Professional"), and/or nurses and/or medical assistants ("Medical Assistant") as may be necessary to provide the Medical Services (as defined herein) at the offices of City to the employees of the City and/or the dependents thereof. 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. City shall have the opportunity to interview all final Medical Professional candidates identified by CareHere. City shall also have the right to request CareHere to remove a Medical Professional. Such request must be in writing, and shall not be unreasonably denied by CareHere.

As used herein, the term "Medical Services" means, with respect to the City, the medical services with respect to which CareHere has agreed to furnish a Medical Professional and/or Medical Assistant pursuant to this Agreement. The Medical Services with respect to which CareHere has agreed to furnish a physician/nurse are listed on Exhibit A.

The City and CareHere may, at any time and from time to time, amend or supplement Exhibit A by mutual written 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 physicians, and shall ensure that the Medical Assistant does the same with respect to the licensing and regulation of nurses.

(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 the standard of care for providing 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 remove and promptly replace any Medical Assistant or Other Health Professional (as defined in Section 1.07) who has his or her professional license restricted, revoked or suspended, is convicted 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 or 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 City of such notification, so that the City 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 a location(s) and schedule agreeable to the City.

1.04 Place of Services. The City shall provide the Medical Professional with a suitable office and examination room(s), which office and examination room shall be reasonably satisfactory, in the judgment of the Medical Professional, for the provision of the Medical Services. In addition, the City shall provide items listed on Exhibit B within a locked room(s).

1.05 Equipment and Supplies. The City shall also provide the Medical Professional the equipment and the supplies, which are listed on Exhibit B (in addition to a chair, a desk, a file cabinet and office supplies, all of which shall also be supplied by CareHere). The Medical Professional shall notify, at any time and from time to time, CareHere of the quantity of such equipment and such supplies which 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 and CareHere shall provide such equipment and such supplies by such date and be reimbursed by City.

1.06 Responsibilities of Parties. For purposes of this Agreement, CareHere shall be and is deemed to be an independent contractor. 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 City 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 City 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 and/or Medical Professional agree to indemnify, defend and hold harmless City and their elected officials, employees and volunteers from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorneys' fees, which City 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.

Notwithstanding the foregoing, this Section 1.06 and the other provisions of this Agreement relating to indemnity and insurance are not intended and shall not be construed to waive the City's sovereign immunity or its liability for damages in excess of the amounts specified in Florida Statute 768.28.

1.07 Other Licensed Health Professionals. The City agrees and acknowledges that Medical Professional may from time to time have Other Health Professionals, as defined the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at the City's place of business in the event of an emergency at the hospital or at the Medical Professional's office (provided, however, that CareHere will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, medical doctor and licensed physician's assistant. Section 1.06 shall apply in the same manner to the Health Professional as



such section applies to the Medical Professional. CareHere shall also ensure, or require the Medical Professional to ensure, that all Health Professionals who provide services hereunder have insurance coverage consistent with the requirements of Article IV. From time to time the Medical Professional, upon consent of an employee of the City and/or spouse or dependent of the employee, may have medical doctors that are interns or residents associated with one of the medical schools in the state observe and assist the Medical Professional for educational and teaching purposes under the Medical Professional's direct supervision. The same level of professional standards as set forth in Section 1.02 shall apply as well to Health Professionals, other than medical doctor interns and residents working under the direct supervision of the Medical Professional.

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 City and/or their dependents, or City, or from the City 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 privacy standards. All patient records (except those that exclusively deal with workers compensation or occupational concerns) maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CareHere.

The City 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 in strictest confidence, and that the City 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, or if such medical records are exclusively relevant to workers compensation illness/injury or occupational-related. It is understood and agreed upon by City and CareHere that workers compensation and occupational information fall outside of HIPAA privacy standards as exclusions.

1.10 Reports. CareHere shall provide to the City a monthly report within 10 days following each month period of operations, and more frequently as deemed appropriate by CareHere and City, a written report with respect to the provision by the Medical Professional of the Medical Services during the immediately preceding month or time period under review. The written report shall be in form reasonably satisfactory to each of the City and CareHere and it is contemplated that the written report will report (a) the number of employees and dependents treated by the Medical Professional (b) the number of employees for whom work-related treatments were provided and (c) the number of employees for whom primary care services were provided. For services performed and reported, the value of CareHere services will be quantified with the addition of data analytics.

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

1.12 Eligibility. All employees, retirees and immediate family members age of eight (8) and over currently on City of Ocala insurance plan, shall be eligible for use of the clinic. Insurance card will be required at time of visit. Any changes in eligibility will be mutually agreed upon in writing.

1.13 Hours of Operation. The clinic will be open a minimum of 40 hours per week with the exception of holidays and other non-work days as observed by the City of Ocala; the schedule of days and hours will be determined and agreed upon at a later date.

1.14 Negotiations. Crowne, a Florida representative of CareHere, will be present at all Blue Cross Blue Shield or current group insurance carrier negotiations and any meetings that will be required before and after for information. CareHere will participate in the Risk Board meetings as an advisor to the City.

## **ARTICLE II COMPENSATION**

2.01 Monthly Fee. No later than the 10th day of each calendar month immediately following the receipt of the CareHere invoice, the City shall pay to CareHere the amount of \$23.00 per employee and retiree (living within a 50 mile radius) on the City group health insurance plan, per month for furnishing the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month. For group health non-insured City employees, up to 25 employees, CareHere will provide HRAs (health risk assessments), occupational and wellness services at the clinic at no cost to the City. For group health non-insured City employees, over 25 employees, the City shall pay to CareHere the amount of \$15.00 per employee per month for those employees to have eligibility at the clinic for HRAs (health risk assessments), occupational and wellness services.

2.02 Additional Fees. 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, 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 City shall be responsible to pay CareHere such amount invoiced no later than 30 days following the receipt of the CareHere invoice.

## **ARTICLE III TERM AND TERMINATION**

3.01 Term. This Agreement shall be for a term of three (3) years commencing on the date of this Agreement, subject to earlier termination in accordance with this Agreement.

3.02 Renewal. This agreement shall renew for additional three (3) year terms unless terminated in writing by either party under the notice requirements stipulated in Section 3.03-3.04.



3.03 Termination by the City, With or Without Cause. This Agreement may be terminated without penalty by the City, with or without cause, by providing the other party at least ninety (90) calendar days prior written notice.

3.04 Termination by CareHere, With or Without Cause. This Agreement may be terminated without penalty by CareHere, with or without cause, by providing the other party at least one hundred twenty (120) calendar days prior written notice. CareHere will consider a longer period if requested in writing by the City.

3.05 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall relieve City from its obligation to pay for future services contemplated by this Agreement, but shall not affect the obligation of the City to pay compensation to CareHere for past services rendered, 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.

## **ARTICLE IV INSURANCE**

### **4.01 Miscellaneous Insurance Provisions.**

(a) **Severability of Interests:** VENDOR shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests / cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

(b) **Insurance Requirements:** These insurance requirements shall not relieve or limit the liability of the VENDOR. The CITY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the VENDOR'S interests or liabilities, but are merely minimums. No insurance is provided by the CITY under this contract to cover the VENDOR.

(c) **Duplicate Coverage:**

(1) Insurance required of the VENDOR or any other insurance of the VENDOR shall be considered primary and insurance or self-insurance of the CITY shall be considered excess, as may be applicable to claims against the CITY which arise out of this contract.

(2) Insurance written on a "Claims Made" form, except Professional Liability Insurance, is not acceptable without City of Ocala Risk Management consultation.

(3) No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

(d) **Deductibles:** VENDOR'S deductibles/self-insured retentions shall be disclosed to the CITY. The VENDOR is responsible for the amount of any deductible or self-insured retention.



(e) Certificates: VENDOR shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least B+, showing the "City of Ocala" as an Additional Insured. The City of Ocala, Finance Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

\*Non-rated insurers must be pre-approved by the City Risk Manager.

4.02 Liability Insurance. General liability insurance, with combined single limits of not less than \$1,000,000 per occurrence shall be provided and maintained by the VENDOR. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG2501 or equal).

(a) If the Commercial General Liability form is used:

(1) Coverage A - shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

(2) Coverage B - shall include personal injury.

(3) Coverage C - medical payments, is not required.

(b) If the Comprehensive General Liability form is used, it shall include at least:

(1) Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground (XCU) exposures.

4.03 Business Auto Liability. Business Auto Liability insurance shall be provided by the VENDOR with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance, or use of any auto including owned, non-owned and hired automobiles and employee non-ownership use.

4.04 Workers' Compensation. VENDOR shall purchase and maintain Workers' Compensation insurance for statutory requirements and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee, \$1,000,000 policy limit for disease, and shall be responsible for ensuring that any subcontractor has statutory coverage. CITY need not be named as an Additional Insured, but a subrogation waiver endorsement is required.

4.05 Professional Liability Insurance. CareHere shall ensure that the Medical Professional maintains, throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Professional, in the minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. CareHere will require the Medical Professional to notify CareHere immediately in the event he or she does not have the required coverage and CareHere will promptly remove and replace such Medical Professional with another qualified Medical Professional. CareHere shall provide City proof of such professional liability insurance maintained by the Medical Professional. City of Ocala will be named on the certificate, but not as additional insured.

## ARTICLE V MISCELLANEOUS

5.01 Notice. All notices, requests, consents and other communications required or permitted under this agreement shall be in writing (including faxed communication) and shall be (as elected by the person giving such notice): (a) hand delivered by messenger or courier service; (b) faxed, or (c) mailed by Registered or Certified Mail (postage pre-paid), Return Receipt Requested; addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

a. If to City: Tiffany L. Kimball, Contract Manager  
City of Ocala, City Hall  
110 SE Watula Avenue  
Ocala, FL 34471  
E-mail: [tkimball@ocalafl.org](mailto:tkimball@ocalafl.org)  
PH: 352-629-8366 FAX: 352-690-2025

b. With a copy to: Patrick G. Gilligan, Esquire  
Gilligan, King, and Gooding P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, FL 34471  
E-mail: [pgilligan@ocalalaw.com](mailto:pgilligan@ocalalaw.com)  
PH: 352-867-7707 FAX: 352-867-0237

c. If to Vendor: Ben Baker, Chief Operating Officer  
CareHere, LLC  
5141 Virginia Way, Suite 350  
Brentwood, TN 37027  
E-mail: [bbaker@carehere.com](mailto:bbaker@carehere.com)  
PH: 615-275-9676 FAX: 615-656-0159

Ray A. Tomlinson, President  
Crowne Consulting Group  
2710 Rew Circle, Suite 200  
Ocoee, FL 34761  
E-mail: [rtomlinson@crowneinc.com](mailto:rtomlinson@crowneinc.com)  
PH: 321-221-0665 FAX: 407-654-9614

5.02 Transferability. Except as provided in Section 5.07, neither the City 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.

5.03 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City 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 City and CareHere.



5.04 Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Florida, without giving effect to its conflict of laws provisions. The appropriate state court of Marion County, Florida shall be the exclusive venue for any litigation arising out of or relating to this Agreement.

5.05 Business and Financial Records. The parties recognize that the financial and business records relating to this Agreement are subject to public disclosure under the Florida Public Records Act.

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

5.07 Assignment. CareHere shall not assign this Agreement to any third party without the prior written consent of the City, which shall not be unreasonably withheld.

5.08 Crowne Consulting Relationship. The parties acknowledge that Crowne Consulting Group ("Crowne") has provided services in connection with this transaction pursuant to an agreement between Crowne and CareHere, including without limitation the introduction of CareHere's onsite clinic services to the City, the coordination of the establishment of the clinic to be operated by CareHere and continuing administrative services which may be required of Crowne. CareHere agrees that it shall be solely responsible for the compensation of Crowne for all such services and that the City shall have no liability to Crowne for such compensation. In the event Crowne or any of its related entities provides equipment to or for the benefit of the City, the terms of the provision of such equipment, including any compensation due for the City to CareHere or Crowne for the equipment will be reflected in a separate written agreement.

5.09 Bankruptcy. In the event of bankruptcy, either voluntary or involuntary of the vendor, or in the event of the vendor's insolvency, or upon assignment for the benefit of creditors, then, in any such event, the City shall have the right to terminate the contract and any purchase orders immediately as if the contract and purchase orders had not been made, and no assignment for the benefit of creditors, nor any receiver, nor any trustee of bankruptcy, shall ever have any right or claim under the terms hereof.

5.10 Non-Funding. In the event sufficient budgeted funds are not available or become depleted, the City shall notify CareHere of such occurrence and contract shall be terminated without penalty or expense to the City as provided pursuant to Sections 3.03 and 3.04 above.

5.11 Attorney Fees. If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.


5.12 Section Headings. The section headings herein are included for convenience only and



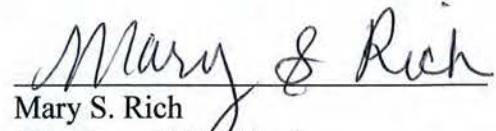
shall not be deemed to be a part of this Agreement.

THEREFORE, each of the parties hereto set their hand and seal on this Agreement as of the day and year set forth immediately beneath their respective signatures.

ATTEST:


  
Angel B. Jacobs  
City Clerk

CITY OF OCALA,  
a Florida municipal corporation

  
Mary S. Rich  
City Council President

12-4-12  
Date

APPROVED AS TO FORM AND LEGALITY:


  
Patrick G. Gilligan  
City Attorney

CROWNE CONSULTING GROUP, INC:

  
Ray A. Tomlinson  
President

12-12-12  
Date

CAREHERE, LLC:

  
Ben Baker  
Chief Operating Officer

1/8/13  
Date

ACCEPTED BY CITY COUNCIL  
December 4, 2012  
DATE  
OFFICE OF THE CITY CLERK



## **EXHIBIT A**

### **"STANDARD SCOPE OF SERVICES"**

Medical 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, Sinus
  - Strains/sprains/musculoskeletal problems
  - Acute urinary complaints
- Lab testing
- Medication dispensing
- Occupational Conditions and Employment-Related Activities
  - On the Job Injuries (OJI) /Work-related injuries to include coordination and assistance with the Workers' Compensation TPA
  - Minor surgical procedures, such as sutures for laceration treatment
  - Spirometry testing is done onsite
  - Respiratory-Clearance for Respirator-fit testing only done onsite
  - Physical exams to include pre-employment, annual and routine physicals and return-to-work physicals
  - Inoculations and TB testing - Hepatitis-B, T-Dap, Influenza vaccinations, and PPD testing
  - Drug testing to include pre-employment, reasonable suspicion, random and Breathalyzer for alcohol
  - MRO (Medical Review Officer) services
- Personal hygiene related problems
- Ordinary and routine care of the nature of a visit to the doctor's office

### **Long Term Prevention Programs Included**

- Lab Insight Health Risk Assessment with comprehensive blood draw analysis
- Aggregate data analysis from your employee population to develop tailored programs for your Pharmaceutical Program Management
- Physician/Nurse "Reach Out" Program to make contact with the highest health risks
- Population Health Management programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- Disease/Case Management – (proactive assignment of a “health coach” to assist patients with identified needs
- Self-Care Education Tools and Manual online and in print form
- Comprehensive Health Education Training
- Physician Health Seminars



- Population Promotions
- DOT exams and related screening labs

#### **Program Enablers and Infrastructure Included**

- 800 Customer Support
- 24x7 Online Scheduling System
- Electronic Medical Records System
- Online Medical Management & Tracking System
- Clinic Best Practices Sharing
- Clinic Inventory Management (supplies, medications, etc.)
- Medical Staff Recruiting
- Medical Staff Management
- Analysis, Trends, Reporting & Survey Results

#### **“SAMPLE ADDITIONAL SCOPE SERVICES”**

**The following services will be provided in addition to the “Primary Care Medical Services” should City notify CareHere in writing such request. City agrees that CareHere will price these services separately from “Primary Care Medical Services” and these services will be provided at an additional cost.**

#### **Treatment of all OJI/work related Job injuries beyond triage level not identified previously**

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 audiometric exam, STS review, work relationship determination and report/documentation, including employee notification letters.
- **Mobile Equipment Exams** - Conduct medical history review, vision testing, and medical exam for employees required to operate mobile equipment; fork truck physicals.
- **Special Drug testing**- The collection of hair testing samples or other customized requirements may be conducted by CareHere at an additional cost upon mutual agreement; post-rehabilitation random testing.

#### **Exams**

- **Pre Employment** - Coordinating/conducting functional capacity testing, medical history, or other specialized testing, etc.



- **Executive** - Administer standardized program through local provider for eligible executive employees.
- **Ergos** - Assist with fitness evaluations using on-site evaluation equipment if available

### **Coordinate IME/FFD/FCE Programs**

Make medically sound recommendations to have employees independently evaluated for overall fitness for duty. This program will involve exams of a nature that could require extensive evaluations that may include physical therapy and/or other specialty vendors as requested by treating physician for employees who are returning to work as a result of an occupational condition, injury or disability.

### **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 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
- Facilitate, from a medical perspective, in the settlement or closing of any workers compensation cases

### **Laboratory Services**

Special Lab services per physician order

### **Inoculation and Foreign Travel**

Provide and Administer inoculations and prescriptions for foreign travel and work place exposures (other than T-Dap, Hepatitis-B, Influenza vaccine or PPD testing) as requested and approved by the City.

### **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 (except those provided via Wellness/DM program by CareHere at no additional cost).

### **Governmental Regulations and Compliance**

Ensure compliance with all applicable medical and government regulations for CLIA, OSHA, DOT, and Bloodborne 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/Plant Setting)**

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

### MEDICAL SUPPLIES AND EQUIPMENT

Below is a list that illustrates items that may be required in the exam room by the Medical Professional to deliver Medical Services in accordance with the Agreement.

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 City)
"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	