

## **EMPLOYEE HEALTH CENTER SERVICE AGREEMENT**

THIS EMPLOYEE HEALTH CENTER SERVICE AGREEMENT ("Agreement"), effective December 1, 2010, by and between Workplace Health Services, LLC, an Indiana corporation maintaining offices at 4850 West Century Plaza Road, Suite 140, Indianapolis, Indiana 46254 ("WHS"), and the Metropolitan School District of Washington Township maintaining offices at 8550 Woodfield Crossing Boulevard, Indianapolis, IN 46240 ("WASHINGTON").

### **R E C I T A L S**

WHEREAS, WASHINGTON TOWNSHIP is an Indiana Public School Corporation, and

WHEREAS, WHS has the medical expertise and resources to assist WASHINGTON in its employee health care program,

NOW, THEREFORE, in consideration of the mutual agreements, covenants, conditions, promises and terms hereinafter set forth, the parties hereto agree as follows:

#### **ARTICLE I. Professional Staff**

WHS shall provide to WASHINGTON the following professional staff during the following term:

1. During the term of this Agreement, WHS shall provide to WASHINGTON the professional staff and services at the rates and pursuant to the requirements set forth herein.
2. All WHS professional staff provided to WASHINGTON hereunder shall provide services in accordance with generally accepted medical practices and standards in Marion County, Indiana, and in accordance with all applicable provisions of Federal, State and local laws, regulations or orders.
3. WHS shall ensure that all professional staff provided hereunder; (i) are appropriately licensed as registered nurses and appropriately insured in the State of

Indiana for the services provided hereunder; (ii) work in collaboration with a licensed physician as required under the Indiana Code; (iii) if a nurse practitioner, possess an unrestricted license to use and prescribe controlled substances, without limitations or restriction pursuant to 848 IAC 4-2-1; (iiii) All professional staff hired by WHS to be employed in the MSD Washington Township Health & Wellness Center shall be subject to the same hiring background checks and limited criminal history checks as would other employees of WASHINGTON.

4. WHS agrees that all professional staff shall be required to conduct themselves in a professional manner and shall perform their duties in a responsible manner at all times during the term of this Agreement. Professional staff shall not engage in any activity or conduct which may adversely affect the reputation or standing of WASHINGTON or which may disrupt the provision of medical care. Professional staff shall cooperate with WASHINGTON employees and officers and shall perform their duties in a responsible manner. Professional staff shall observe WASHINGTON's applicable rules, regulations, policies and procedures of which they are made aware.

5. WASHINGTON, in its sole discretion, may reasonably request the immediate removal of a WHS professional staff member provided hereunder by written request to WHS. Upon receipt of such request, WHS shall immediately remove the professional staff member and provide another professional staff member to fulfill WHS' obligations under this Agreement.

6. The term of this Agreement shall be for a period of one (1) year beginning December 1, 2010, through December 1, 2011, except for the periods when WASHINGTON is not operating and the medical services are not required, and shall be automatically renewed for successive one (1) year terms unless written notice is given by either party sixty (60) days prior to the end of the then current term or otherwise terminated pursuant to the terms of this Agreement.

## **ARTICLE II. Responsibilities of WHS**

WHS, through its medical staff, shall perform the following services in cooperation with designated WASHINGTON employees and resources:

Nurse Practitioner Services - Provide appropriate health care to Washington employees and dependents ("Employees") located at the MSD Washington Township Employee Wellness Center, as needed. Appropriate health care will include the following:

- Provide one (1) WHS Nurse Practitioner (“NP”), one Registered Nurse (RN), and one WHS Medical Assistant for 20 hours per week in four (4) five-hour shifts; In the event WASHINGTON needs the services of the NP, RN and MA for more than twenty (20) hours per week, WASHINGTON shall authorize such additional time in writing.
- The NP shall be licensed in the State of Indiana, and the collaborating physician shall be licensed in the State of Indiana.
- The NP, RN, and MA will be an employee or contractor of WHS and will be acceptable to WASHINGTON in terms of experience, skill and demeanor.
- WASHINGTON shall be billed monthly for the services at the rate of \$29.05 PEPM, This rate shall be paid to WHS to cover all onsite health center related services, including staffing, administration and management costs, medications, lab services, and consumable supplies.
  - Payment to WHS shall be caused by and guaranteed by Washington
  - Upon receipt of a list of eligible employees each month, WHS shall invoice Washington the agreed upon PEPM rate
  - Reconciliation of additional charges as an excess or underage to the PEPM rate shall occur at the completion of each calendar quarter for the following:
    - Added hours for additional coverage with prior approval by the client to be billed at hourly rates (Nurse Practitioner at \$74/hour, Nurse Health Coach at \$48/hour and Medical Assistant at \$27/hour)
    - Credited hours for time not worked providing services in the clinic but included in monthly billing under the PEPM billing to be credited at the above hourly rates
    - Billing for variable expense items at costs over or under the projected utilization; pharmacy, lab services and consumable supplies

- All employee related expenses including, but not limited to, FICA, worker's compensation and liability insurance will be provided by WHS or its' contractor.
- WHS shall provide back-up coverage for WHS' staff, allowing for consistent coverage in case of illness, vacation, etc.
- The NP shall be responsible for the day-to-day management and coordination of personal medical services provided to WASHINGTON employees.
- The NP shall assist the Human Resource Department with FMLA and medical leave issues if desired by WASHINGTON.
- The NP shall act as an employee advocate and advisor on health related topics and concerns of WASHINGTON employees.
- The NP and RN shall coordinate and administer annual flu vaccines.
- The NP shall be responsible for ordering and distributing medications and medical supplies as appropriate to meet the care needs of employees in the health center.
- The NP and staff shall stay abreast of current medical trends and receive training as needed.
- The NP shall participate in team meetings as requested by WASHINGTON management, including training, collaboration and planning.
- The NP and RN must be independent, self-motivated and team orientated.
- Medical Collaborative agreement and consultation provided by WHS medical director
- The NP must have an appropriate degree in nursing and additional training as a nurse practitioner.
- The NP, RN and MA must be certified CPR and First Aid Instruction or obtain certification within the first ninety (90) days of employment.
- The NP, RN and MA will provide all services as outlined in the "ONSITE EMPLOYEE MEDICAL CLINIC" proposal dated June 25, 2010 including:
  - Wellness Programs - Provide health and safety assessment, education and training in both formal and informal settings for the benefit of Employees on a regular and recurring basis. Develop and perform health surveillance programs.
  - Nurse Practitioner will provide healthcare services for those eligible employees and /or family members needing minor treatment of illnesses and injuries including the writing of prescription medications as needed.

**ARTICLE III. Responsibilities of WASHINGTON**

1. WASHINGTON shall supply a liaison person who will provide program communication with the medical staff and WHS operations management team.
2. WASHINGTON shall provide adequate and appropriate orientation to the WHS professional staff to support WASHINGTON needs.
3. Nothing contained herein shall be construed as allowing or authorizing WASHINGTON to engage in the practice of medicine, either directly or through its agents, servants or employees.

**ARTICLE IV. Payment Provisions**

1. For the services provided as described herein, WASHINGTON shall pay WHS as per Exhibit A attached.
2. Fees services shall be due thirty (30) days from receipt of a WHS invoice.

**ARTICLE V. Liability Insurance and Indemnification**

1. WHS agrees to maintain or cause to be maintained professional liability insurance on behalf of WHS' medical staff or any other person providing any service related to this Agreement as an agent or employee of WHS. WHS shall provide a certificate of insurance including a provision requiring the insurer to give 30 days written notice to WASHINGTON in the event such insurance is canceled or terminated.
2. Each party agrees to indemnify, defend and hold harmless the other party from any and all liabilities, costs and expenses incurred by reason of the negligence or other action or inaction of the indemnifying party, its agents or employees. However, WHS' indemnification and hold harmless obligation for claims of medical malpractice shall not exceed the applicable limitation of liability under the Indiana Medical Malpractice Act. WHS further represents and warrants to WASHINGTON that it shall comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure or certification and the regulation of the provision of services by it or its employees

pursuant to this Agreement.

3. WHS agrees to maintain its workers' compensation self insured program to provide coverage for the medical staff or other WHS employees rendering on-site service pursuant to this Agreement.

#### **ARTICLE VI. Termination**

Either party may terminate this Agreement with sixty (60) days advance written notification to the other party.

#### **ARTICLE VII. Recruitment Fee**

1. During the term of this Agreement and for a period of one (1) year after this Agreement is terminated for any reason, WASHINGTON shall not solicit or make any offer to any WHS medical staff, directly or indirectly, the services or resumes of whom were provided or offered to WASHINGTON pursuant to this Agreement, to become employed by or to become involved, associated, or affiliated with, directly or indirectly, WASHINGTON or any of its affiliates, unless otherwise agreed to in writing by WHS.

2. If such written agreement is given to WASHINGTON by WHS and WASHINGTON enters into a permanent association with one of WHS' medical staff, as above described, WASHINGTON hereby agrees to pay to WHS a placement fee of Twenty-five Thousand Dollars (\$25,000) at that time, plus the balance of all fees for services owed under the terms of this Agreement.

3. The terms of Articles VII.1. and VII.2. shall survive the termination of this Agreement for any reason.

#### **ARTICLE VIII. Relationship of Parties**

The parties agree that WHS and its medical staff are independent contractors and not WASHINGTON employees, and at all times shall be construed as WHS employees, and further agree that WHS and its employees shall not make any representations inconsistent with the relationship established by the Agreement. WASHINGTON shall not have the right nor shall it exercise control over the details of furnishing the medical services provided by WHS. All amounts payable to WHS shall be paid without reduction by WASHINGTON for any taxes, it

being the intention and agreement of the parties that WHS shall be responsible for the payment of all taxes (including but not limited to income, self-employment, employment, and withholding taxes), fines, penalties, and assessments imposed or related to WHS' provision of the services. If it is determined at any time that WHS' employees are not independent contactors under this Agreement, WHS agrees to indemnify and hold harmless WASHINGTON for any and all taxes, interest, penalties, liabilities, expenses and any other costs resulting from or arising out of such determination. This obligation shall survive the expiration or earlier termination of the Term of this Agreement.

#### **ARTICLE VIII. Records of Service**

WHS shall maintain medical records on all on-site patients in accordance with applicable federal and state laws and regulations. Such medical records shall be and remain the property of WHS. WASHINGTON shall be entitled to such medical information as is consistent with applicable federal and state laws and regulations.

Regardless of how WHS is compensated, WHS will make and retain adequate records in sufficient detail to permit WASHINGTON to verify that services were performed. Further, WHS will make and retain adequate records in sufficient detail to permit WASHINGTON to verify that charges made by WHS under this Agreement are correct and properly related to performing services in connection with this Agreement. Without limiting the generality of the preceding sentence, such records will include the identity of the NP who performed the services, the number of hours or days of services performed by the NP, the nature of the services performed by the NP, and the dates on which the NP performed services in connection with this Agreement. WHS will retain all the preceding records for a period of three (3) years after the completion of this Agreement. Upon WASHINGTON'S written request, from time to time, but no less than twice each year, during the term of this Agreement and for three (3) years thereafter, WHS will permit WASHINGTON, during reasonable business hours to inspect all of the records which WHS is required to maintain pursuant to this Agreement and to make copies of such records. This section 5B excludes medical records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown below. This Agreement supercedes and replaces any and all prior agreements between the parties directly addressing the terms stated herein.

**MSD Washington Township**

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Joe Licata  
Chief Business Officer

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Date

**Workplace Health Services, LLC**

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Thomas W. Brink  
President and CEO

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Date



## **EXHIBIT A**

1. Terms for payment and services are as follows:
  - WHS (Provider) services are to be paid monthly on a “Per-Employee-Per-Month” basis, or “PEPM” basis, where “employee” refers to MSD of Washington Township employees who are deemed eligible by Washington.
    - It is the responsibility of Washington to determine eligibility and provide a list of eligible employees to Provider on a monthly basis for the purpose of determining the monthly charge
  - The fixed rate of \$29.05 PEPM will be paid to Provider to cover all onsite health center related services, including staffing, administration and management costs, medications, lab services, and consumable supplies.
    - Payment to Provider shall be caused by and guaranteed by Washington
    - Upon receipt of a list of eligible employees each month, Provider shall invoice Washington the agreed upon PEPM rate
    - Reconciliation of additional charges as an excess or underage to the PEPM rate shall occur at the completion of each calendar quarter for the following:
      - Added hours for additional coverage with prior approval by the client to be billed at hourly rates (Nurse Practitioner at \$74/hour, Nurse Health Coach at \$48/hour and Medical Assistant at \$27/hour)
      - Credited hours for time not worked providing services in the clinic but included in monthly billing under the PEPM billing to be credited at the above hourly rates
      - Billing for variable expense items at costs over or under the projected utilization; pharmacy, lab services and consumable supplies
  - Hours of operation for services are day-shift hours:
    - Between 6:30 am and 6:30 pm
    - Monday to Friday
    - If hours outside of this scope are required, they are subject to a shift premium and will result in an adjustment to charges per hour and/or charges PEPM under the fixed rate.
  - Invoicing and Pay Terms
    - Payment to Provider of fixed PEPM rate shall occur within 30 days of receipt of invoice. Late payments shall be charged on a 1.5% rate per month for which the payment is delinquent.