

**Agenda Item Details**

Meeting	Dec 08, 2015 - REGULAR SCHOOL BOARD MEETING
Category	R. Finance - Action
Subject	2. Request for Approval of Health Center Management Agreement
Access	Public
Type	Action
Recommended Action	Approval of Health Center Management Agreement
Goals	HR-5 Health Care Plan

Public Content

Background Information:

In May 2015 an RFP was released for Health Center Management for the District's three clinics. The District received four valid responses to the RFP. After the initial review of written proposals, a short list of finalists was determined. Finalists were then provided an opportunity to make oral presentations. Upon completion of the oral presentations, scores were tabulated and finalists were ranked. Marathon Health was the highest ranked proposer. On November 20, 2015 the Board authorized the Superintendent to negotiate and execute a contract with Marathon Health. Attached is a copy of the resulting agreement, which has been reviewed by the School Board Attorney.

Educational Impact:

Provides for the continued delivery of services in the area of education of students and staff, while the District offers support to its employees through a well-coordinated benefits package.

Strategic Plan Impact:

Supports the District's Mission statement by providing benefits that will help retain high quality and enthusiastic personnel.

Fiscal Impact:

Funding for the three clinics is provided through the District's medical plan.

Recommendation:

Approval of the Health Center Management Agreement with Marathon Health.

Action Required:

Approval of the Superintendent's recommendation.

Drafted, reviewed and submitted by:

Patrick Snodgrass, CPSM, Director of Purchasing
Michael Degutis, Chief Financial Officer
Tim Forson, Deputy Superintendent for Operations

**Sincerely,
Joseph G. Joyner, Ed.D.
Superintendent of Schools**

 [Health Services Agreement December 2015.pdf \(14,043 KB\)](#)

Administrative Content

Motion & Voting

Approval of Health Center Management Agreement

Motion by Bev Slough, second by Tommy Allen.

Final Resolution: Motion Carries

Yea: Kelly Barrera, Tommy Allen, Patrick Canan, Bill Mignon, Bev Slough

Last Modified by Vicki Moody on December 10, 2015



ST. JOHNS COUNTY SCHOOL DISTRICT

Purchasing Department

40 Orange Street

St. Augustine, Florida 32084

Telephone (904) 547-7700 FAX (904) 547-7705

Patrick Snodgrass, CPSM

Director of Purchasing

School Board Administration Center

Historic St. Augustine

MEMORANDUM

TO: All submitting vendors

FROM: Patrick Snodgrass, Director of Purchasing

A handwritten signature in black ink, appearing to read 'Patrick Snodgrass', is written over the printed name.

DATE: July 21, 2015

SUBJECT: RFP #2015-23 Health Center Management

The preliminary phase of the above referenced RFP has been completed. The three finalists that have been selected by the evaluation committee to participate in the final phase are:

CareHere, LLC

First Coast Health Alliance, LLC

Marathon Health

Thank you for your participation in our competitive solicitation process and your interest in the District.

	CareHere, LLC	First Coast Helath Alliance, LLC	Healthstat, Inc.	Marathon Health
1. Related experience, key personnel and qualifications	89.05	79.20	79.30	85.81
2. Ability to provide services	88.20	87.10	79.07	83.50
3. Demonstrated ability to improve employee health	89.74	86.10	77.35	81.81
4. Demonstrated ability to reduce/moderate employee and District medical cost	81.60	81.40	77.60	77.40
5. Cost of Service	91.00	87.30	57.50	73.28
Total Points	439.59	421.10	370.82	401.80
Rank	1	2	4	3

The evaluation committee selects the following firms (finalists) for final phase presentations:

CareHere LLC

First Coast Health Alliance, LLC

Marathon Health

		First Coast Health Alliance, LLC	Care Here, LLC	Healthstat, Inc.*	Marathon Health**
Option 1 Monthly Cost	Year 1	\$165,955	\$159,658	\$176,140	\$203,902
	Year 2	\$165,955	\$159,658	\$176,140	\$214,098
	Year 3	\$165,955	\$159,658	\$176,140	\$224,802

* Healthstat, Inc. pricing is subject to a four percent increase year-over-year.

** Marathon Health pricing includes additional supplies/services not required in option 1.

Option 1: Cost under option 1 is to be a flat monthly charge to include all administrative/management fees for three (3) health centers, plus salaries and benefits of all health center personnel (contracted employees and full time/regular part time employees of the proposer). The District will not be responsible for bonuses or incentives paid to health center personnel. Cost under this option is not to be based on employee count, or number of members enrolled in the District's medical plan. Cost for all supplies, medication and minor equipment needed for the operation of the health centers shall be reimbursed to the successful proposer at the proposer's cost, subject to section 9.9 of the RFP.

	CareHere, LLC	First Coast Health Alliance, LLC	Marathon Health
1. Related experience, key personnel and qualifications	97.00	81.00	97.00
2. Ability to provide services	88.00	80.00	98.00
3. Demonstrated ability to improve employee health	90.00	75.00	96.00
4. Demonstrated ability to reduce/moderate employee and District medical cost	88.00	74.00	91.00
5. Cost of Service	98.00	78.00	87.00
Total Points	461.00	388.00	469.00
Rank	2	3	1

Three (3) final phase presentations evaluated. Recommend award to Marathon Health.

HEALTH SERVICES AGREEMENT

between St. Johns County School Board and Marathon Health, Inc.

THIS HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into to be effective as of December 8, 2015 (the "Effective Date") by and between St. Johns County School Board ("Client"), with principal offices at 40 Orange Street, St. Augustine, FL 32084, and Marathon Health, Inc. ("Marathon"), a Delaware Corporation with principal offices at Champlain Mill, 20 Winooski Falls Way, Suite 400, Winooski, VT 05404. Client and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

WITNESSETH

WHEREAS, as part of its overall healthcare program, Client desires to furnish to its employees certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, the St. Johns County School Board issued RFP #2015-23 Health Center Management, a copy of which is attached hereto as Exhibit A and incorporated by Reference ("RFP"); and

WHEREAS, after free and open competition, Marathon Health submitted a proposal, a copy (the "Proposal") of which is attached hereto as Exhibit B, and was selected as the best responsive and responsible service provider by the St. Johns County School Board.

WHEREAS, Client desires to retain Marathon to furnish primarily on-site preventive, wellness, disease management, health consultation, occupational health and/or primary care services at the District's three existing health centers; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and Marathon hereby agree as follows:

Article I Definitions

- 1.1 "Care Provider" means an employee or independent contractor of Marathon who provides care or consultation services directly to Participants.
- 1.2 "Laws" means any state or federal statute, regulation, rule, administrative ruling or case law governing the provision of medical services and, in particular, the Marathon Services as defined in Section 2.1.

- 1.3 "Participant" means an individual, age 12 years or more, eligible to participate in the Marathon Services as determined by the eligibility criteria of Client's health plan or as otherwise determined by Client.
- 1.4 "Medical Centers" refer to the three clinics serving the Participants as described in Schedule A.

Article II

Services; Relationship Between the Parties

- 2.1 Services. Marathon will provide Client with the medical and other services described and set forth in **Schedule A** (the "Marathon Services"). Services that do not reasonably fall within the description set forth on **Schedule A** shall be outside the scope of this Agreement, and Client shall instruct Participants to seek outside assistance for such matters with an alternate healthcare provider. Marathon may provide some of the Marathon Services by engaging the services of third Party contractors, particularly for professional services.
- 2.2 Care Providers. Marathon shall furnish three (3) physician(s) and one nurse practitioner (collectively referred to as "Medical Professionals"), two (2) radiation technicians ("Technicians") and three (3) medical assistants ("Medical Assistants") to provide the Marathon Services. Client shall have the opportunity to interview all final Medical Professional candidates identified by Marathon. Client shall also have the right to request Marathon to remove a Medical Professional. Such request must be in writing, and shall not be unreasonably denied by Marathon.
- 2.3 Standards of Medical Professional Performance. Marathon shall employ the Medical Professionals such that the Medical Professionals are obligated to perform as follows:
- (a) The Medical Professionals, in compliance with Marathon standards and protocols, shall determine his or her own means and methods of providing Marathon Services in connection with this Agreement.
 - (b) The Medical Professionals 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 Medical Assistants.
 - (c) The Medical Professionals and Medical Assistants shall provide the Marathon 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 Professionals 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, Marathon shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 2.3(d). Marathon shall collaborate with and in conjunction with Medical Professional remove and promptly replace any Technician or Medical Assistant 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) Marathon shall collaborate with and in conjunction with Medical Professionals ensure that the Technicians and Medical Assistants providing services hereunder comply with the requirements of this Section 2.3 with respect to performance, licensing, certification and good standing. Marathon shall require the Medical Professional to notify Marathon immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 2.3(e) may occur with respect to the Medical Professional, or any Technician or Medical Assistant, and Marathon shall immediately notify the Client of such notification, so that the Client can determine whether or not to exercise its right to remove the Medical Professional pursuant to Section 2.2

(g) Marathon shall ensure that its Care Providers use the Medical Centers and their facilities and equipment to provide the Marathon Services, and shall not use them for any other purpose, including personal use.

2.4 Implementation Timeline. Marathon and Client mutually agree to modify Marathon's standard implementation timeline as needed to allow Marathon to commence the Marathon Services on the Commencement Date of the Initial Term of this Agreement.

2.5 Responsibility of Parties. The Client and Marathon are independent contractors. Marathon shall be responsible for providing the Marathon Services and equipping the Medical Centers as provided in Section 5.1 and on Schedule A. Marathon shall

be responsible for the management, operation and administration of the Medical Centers, including compliance with all applicable licensure and regulatory requirements. The Client shall not have any control or involvement in the independent exercise of medical judgment by the Medical Professionals, nor shall the Client incur any vicarious liability for the actions or the omissions of the Medical Professionals.

- 2.6 Employee Benefit Plans. Neither Marathon, nor any of the third Party contractors it may engage, is a fiduciary, trustee, or sponsor with respect to these programs or services. In the event the programs and services become part of a Client employee benefit plan or program, Marathon, and each of the third Party contractors it may engage, shall be considered to be acting only as a consultant to Client with respect to such matters and shall not be considered in a fiduciary, trustee or sponsor relationship in such plan.

Article III Contract Period

- 3.1 Term. The "Initial Term" of this Agreement shall begin on the Effective Date, and shall continue with the Marathon Services for a period of three (3) years, commencing on May 18, 2016 (the "Commencement Date"), unless terminated earlier as provided for in Article VII, below.
- 3.2 Renewal Terms. This Agreement shall automatically renew for three (3) consecutive additional terms of one (1) year (each a "Renewal Term" and together, the "Renewal Terms"), unless either Party terminates this Agreement by giving written notice not less than three (3) months prior to the expiration of the then current term. Such Renewal Term(s) shall be subject to the termination provisions set forth in Article VII below. The Parties agree that they shall begin good faith negotiations regarding any material changes to the terms of this Agreement no later than six (6) months prior to the end of the then current term.

Article IV Payment Terms; Pricing

- 4.1 Fees. Marathon will submit invoices to Client for the initial fees as set forth in **Schedule B**. With the exception of reimbursement of reasonable expenses as otherwise provided in this Agreement, such fees shall be the only compensation to Marathon under this Agreement during any Renewal Term. The Client shall incur no increase in the Annual Service Fee from the Initial Term, unless material changes are otherwise agreed to by the Parties in accordance with Section 3.2. Payment is due for all undisputed charges within thirty (30) days of receipt of an invoice. Client reserves the right to dispute any invoice in good faith by giving Marathon written notice of the disputed change and the reasons therefor within 30 days of receipt of the disputed invoice. A one percent (1%) per month late fee will be charged for payments on undisputed charges not received when due.

- 4.2 Failure to Pay. Failure to pay an undisputed invoice when due shall constitute a breach of this Agreement and Marathon reserves the right to terminate this Agreement or suspend services upon a breach by Client that continues more than thirty (30) days after the invoice due date. Marathon reserves the right to refrain from providing services to Client, if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client is in breach, such continuance of services will not operate as a waiver of Marathon's right and ability to utilize any and all remedies available to Marathon under applicable laws.
- 4.3 Tax Obligations. All fees for services purchased or licensed in this Agreement, unless otherwise noted, are exclusive of applicable taxes. Client agrees to pay all applicable sales, use or service taxes imposed by any state or local tax authority on the services or payments provided hereunder (other than taxes calculated on the basis of the revenues or net income of Marathon) which Marathon may be required to pay or collect. Any such tax due is in addition to the fees charged by Marathon herein and will be listed separately on invoices. To the extent Marathon has not collected and remitted any applicable tax for Client in reliance upon an erroneous representation of Client as to its tax status, Client's obligation to pay taxes shall include any interest and penalties imposed by any taxing authorities occasioned by an act or omission of Client. Interest and penalties imposed as the result of any act or omission of Marathon shall be its responsibility. If a certificate of exemption or similar document or proceeding is necessary in order to exempt the sale from sales or use tax liability, Client shall obtain and produce such certificate, document or proceeding, at its sole expense.
- (a) Marathon represents and warrants that it is not aware of any tax obligations imposed by any state or local taxing authority on account of the fees payable to Marathon hereunder, which Client would be responsible for under Section 4.3

Article V

Duties of Marathon

- 5.1 Equipment and Supplies. At its sole cost and expense, Marathon shall provide or arrange for the provision of such equipment, supplies, professional services and such other support services necessary for the performance of its obligations under this Agreement. Marathon shall retain ownership of and/or control over the equipment and/or supplies provided under this Agreement.
- 5.2 Qualified Care Providers. As specified in Section 2.3 above, Marathon shall employ or engage qualified and appropriately licensed or certified (if applicable) Care Providers to provide the services that Marathon is obligated to provide under this Agreement. Notwithstanding any potential independent contractor status of the Medical Professionals, Marathon shall remain contractually responsible to Client for the proper performance of all the Marathon Services to be provided under this Agreement, including any such delegated and/or subcontracted services.

Marathon shall monitor performance of such services on an ongoing basis to ensure the compliance with all applicable obligations under this Agreement.

- 5.3 Independent Contractor. As specified in Section 2.5, Marathon shall at all times remain an independent contractor. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon and the Medical Professionals are not Client's personnel or agents. Notwithstanding any potential Independent Contractor status of the Medical Professionals, Marathon shall remain responsible for the proper performance of the Marathon Services and operation of the Medical Centers, and for compliance with all applicable Laws and the applicable standard of care. Marathon also shall be responsible for obtaining and maintaining all licenses, certifications, permits and approvals necessary to provide the Marathon Services and operate the Medical Centers. Marathon, at its sole expense, shall obtain any and all licenses and permits required for the services performed by its Care Providers, including but not limited to any and all visas, work permits, etc. required by applicable Law.

Marathon shall be solely responsible for the payment of compensation of the Care Providers performing services hereunder, and Marathon's personnel and contractors are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Marathon personnel and contractors, but such responsibility shall solely be that of Marathon.

- 5.4 Performance of Client Obligations. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client or a Participant to provide information necessary to fulfill its obligations as required under this Agreement.
- 5.5 Compliance with Law. Marathon shall not direct or encourage Client to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Marathon shall not act in any way which, to its knowledge, could implicate or involve Client in a violation of any such law or regulation. Marathon shall be solely responsible for compliance with Laws governing or relating to the performance of the Marathon Services and the operation of the Medical Centers.
- 5.6 Marathon Health Reports. Marathon will provide to Client the reports described in **Schedule A.**

Article VI

Duties of Client

- 6.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its

obligations under this agreement, including fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, unrestricted internet connections, and non-medical furnishings. Client has three (3) fully furnished, fully functioning existing facilities ("Medical Centers"). Client and Marathon will mutually agree on any changes that are needed to meet Marathon's specifications. Client is responsible for routine cleaning of the health center space, including vacuuming, trash removal and bathroom cleaning, if applicable, on a daily basis.

- 6.2 Internet Connections. Client will provide dedicated, unrestricted, business class DSL or business class cable services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities. Minimum requirements include bandwidth requirements of 5 mbps connection (up/down), and 5 static publicly addressable IP addresses.
- 6.3 Telephone and Fax. Client will facilitate and provide all physical wiring needed for telephone connectivity. Wiring provided must be at least Cat5e with RJ45 termination in a central location, and the other end terminated with RJ45 at each workstation requiring a telephone. Marathon will provide a telephone for each of its employees and for the main line to the health center. Client is responsible for providing convenience phones should they want their employees to have access to telephones within the health center. Client must also provide service to the health center for 1 analog phone line for the purpose of faxing.
- 6.4 Publicity and Promotion. Client will publicize and provide descriptive information, including those standard marketing materials provided by Marathon as described in **Schedule A**, about the Marathon Services to all of its employees who may seek services at the location or locations agreed upon by the Parties. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing, publicizing, or significantly affecting the Marathon Services prior to the distribution of such materials. Marathon shall review and comment on such materials within a reasonable time after receipt. Client shall use reasonable efforts to seek Marathon's input prior to publicizing and providing such information to its employees, which input shall not be unreasonably delayed.
- 6.5 Eligibility Files. Client will provide to Marathon on a monthly basis, or other mutually agreed-upon frequency, a Participant eligibility file, which is necessary to enable Marathon to provide the Marathon Services. The Participant eligibility file will contain the entire population of Participants and will adhere to Marathon's file specifications.
- 6.6 Medical Claims Data. To assist in the identification and treatment of Participants with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, Client agrees to make reasonable effort to provide Marathon, through its carrier, third Party administrator, or third Party vendor for claims data mining, with access to medical claims data for the Participants enrolled in Client's health plan(s), for the 12 months prior to the initiation of onsite services, and

minimally at twelve month intervals thereafter through the term of the contract. Marathon will provide Client with the file format defining the specifications for the data.

- 6.7 Availability of Resources. Client agrees to allow Marathon to utilize any internal resources of Client and to assist Marathon in such utilization, including, but not limited to, training, marketing tools and resources, and technical support necessary to maintain the requirements outlined in Section 6.1, as mutually agreed upon by the Parties, in order to enhance the effectiveness and utilization of the Marathon Services. Client will identify a single primary point of contact for implementation project management and ongoing account management.
- 6.8 Compliance with Law. Client shall not direct or encourage Marathon to act or refrain from acting in any way which, to its knowledge, would violate any applicable law or regulation. Client shall not act in any way which, to its knowledge, could implicate or involve Marathon in a violation of any such law or regulation.

Article VII

Events of Default, Remedies and Termination

- 7.1 Events of Default. Any one or more of the following shall constitute an event of default under this Agreement (each to be an "Event of Default"):
- (a) Any failure by Client to pay Marathon undisputed charges in accordance with Article IV of this Agreement;
 - (b) Any material failure by either Party to promptly and fully perform its obligations or comply with the terms of this Agreement, and, provided that such default is not a willful violation of applicable law or a threat to Participant health and safety, (which failures must be remedied immediately), the defaulting Party shall have sixty (60) days to remedy such default after written notice of such default by the aggrieved Party to the defaulting Party specifying in detail the nature of the default, and provided further that the defaulting Party shall have up to ninety (90) days to cure such default if it has commenced to cure such breach within thirty (30) days of receipt of such notice and is continuing to diligently pursue a cure of such breach; or
 - (c) A Party appoints a custodian, liquidator, trustee or receiver or a material portion of its assets become subject to custodian, liquidator, trustee or receiver; or if a Party files a voluntary petition in U.S. bankruptcy court; or a Party is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar Law or Laws for relief of debtors are instituted by or against a Party and are not dismissed within sixty (60) days.

7.2 Remedies.

- (a) Subject to the terms and conditions of this Agreement, upon an Event of Default by Client, Marathon may, at its option, (i) suspend further Services under this Agreement, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.
- (b) Subject to the terms and conditions of this Agreement, upon an Event of Default by Marathon, Client may, at its option, (i) suspend further payments to Marathon which are specifically associated with such default, (ii) pursue any and all remedies that may be available at law or in equity, and/or (iii) terminate this Agreement.

7.3 Termination Events.

- (a) This Agreement may be terminated by either Party upon the occurrence of an Event of Default by the other Party.
- (b) This Agreement may be terminated by a written agreement signed by an authorized individual of both Parties.
- (c) Either Party shall have the right to terminate this Agreement without cause upon ninety (90) days' written notice to the other Party without penalty or further payment obligation, providing that the total contract period, at the effective date of termination, is not less than eighteen (18) months from the Commencement Date.

7.4 Consequences of Termination.

- (a) Termination under any section of this Article VII shall not cause either Party to waive any rights it may have to exercise any remedies available to it under any other section of this Agreement or under any applicable Law.
- (b) In the event this Agreement is terminated by reason of Client's default prior to the eighteenth (18th) month anniversary of the Commencement Date, Client shall remain liable for all fees due for all services rendered through the effective date of termination, and for liquidated damages calculated as follows: \$194,661.17 x the number of months from the effective date of termination until the 12th month anniversary of this Agreement, plus 88% x \$194,661.17 x the number of months from the later of the effective date of termination or the 13th month anniversary of this Agreement, until the 18th month anniversary of this Agreement.
- (c) In the event this Agreement is terminated by reason of a Party's default, the other Party shall have no continuing obligations or liabilities under this Agreement except as expressly provided under this Agreement, except for

indemnity obligations arising out of any act or omission occurring prior to the effective date of termination, which obligations shall survive termination.

- (d) In the event this Agreement is terminated as the result of Marathon's default, Marathon shall be liable for the Client's actual damages caused by such default, up to an amount equal to the maximum amount of liquidated damages Client could be liable for under Section 7(b).
- (e) Notwithstanding anything else in this Agreement to the contrary, the limitations on liability set forth in Sections 7(b) and (d) shall not apply to any claims for indemnification under this Agreement.
- (f) Provided that Client has satisfied all payment obligations under this Agreement, and any disputes regarding payment have been resolved, or, if an unresolved payment dispute exists, Client shall have deposited in an escrow account with a mutually agreed upon financial institution in St. Johns County, an amount equal to the disputed payment amount, in all cases of termination, Marathon agrees to work with Client to make an orderly transition of the Marathon Services and Client's property pursuant to the terms and conditions of a mutually agreed upon transition plan. Marathon and Client agree to negotiate in good faith the terms and conditions of any such transition plan.
- (g) Marathon shall maintain Participants' health records beyond termination of this Agreement in accordance with applicable laws. Upon termination, Marathon shall transfer, at its expense, such records to Client or its designee.

Article VIII

Confidentiality of Participant Records

- 8.1 Access to Participant Information. Marathon acknowledges and agrees that in the course of performing its duties under this Agreement, Marathon, its Care Providers and/or their agents may acquire or obtain access to or knowledge of health records or other personal and confidential information regarding Participants.
- 8.2 Safeguard of Information. Marathon, its Care Providers and their agents will safeguard Participants' health records and other personal and confidential information to ensure that the information is not improperly disclosed and to comply with any applicable law, rule or regulation, including, but not limited to, regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the

property of Marathon, subject to each Participant's rights to his/her individual medical information.

- 8.3 Granting of Access. Marathon will afford access to Participant's health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to patient records, patient information, and other personal and confidential data to any individual or to Client except as provided in this Section 8.3.
- 8.4 Compliance Assistance. To the extent Marathon utilizes space provided by Client in providing services under this Agreement, the Parties shall discuss how Client can assist Marathon in complying with these requirements, including the physical access to such space.
- 8.5 Indemnity. Marathon shall indemnify and hold Client harmless from any damages, expenses, attorneys' fees or other liability from any HIPAA violation or other improper disclosure or handling of a Participant's health records attributable to any act or omission of Marathon or its Care Providers.

Article IX

Confidentiality of Business Information

- 9.1 Florida Public Records Law. The Parties acknowledge that this Agreement and the Parties' business relationship are subject to the Florida Public Records Law as codified in Chapter 119, Florida Statutes. They further acknowledge that their contractual rights and responsibilities regarding the confidentiality and the disclosure of records are subordinate to their rights and responsibilities under the Public Records Law.
- 9.2 Confidential Records. For purposes of this provision, the term "Confidential Records" shall mean documents pertaining to any business practices, methods of doing business, or written or electronic materials relating to its business and shall also include without limitation any written material of the type that is proprietary, including, without limitation, software programs, technical information, patent applications, patent disclosures, prototypes, samples, business apparatus, forms of reports, or know-how, provided that such Confidential Records (a) constitute a trade secret as defined in Section 812.081, Florida Statutes and (b) are stamped confidential at the time of submission to the Client. Confidential Records shall not, however, include material that is governed by the confidentiality provision of Article VIII, or any information which a recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; or (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient's files and records immediately prior to the time

of disclosure. Nothing in this Agreement shall be deemed to prohibit Client from disclosing any Confidential Records required by law.

- 9.3 Remedies. Marathon may pursue such legal or equitable remedies as it may have by law for breach of this Article.

Article X Non-Solicitation and Non-Compete

- 10.1 Non-Solicitation. As consideration for the resources dedicated to the operations related to this Agreement, Marathon agrees that it will not, either during the term of this Agreement or for a period of one (1) year after the termination of this Agreement for any reason whatsoever, directly or indirectly, employ or consult in any way, whether in a paid or unpaid capacity, any entity or individual, including but not limited to employees, and independent contractors, furnished by Client in performing services under this Agreement, unless Client gives prior written approval.
- 10.2 Non-Compete. Marathon agrees that it will not, for any reason whatsoever, directly or indirectly, restrict any entity or individual, including but not limited to current or former Care Providers, medical professionals, medical assistants, medical directors, Collaborating Physicians, employees and independent contractors from obtaining employment from Client or other Health Care provider providing Health Care services to Client.

Article XI Indemnification and Insurance

- 11.0 Indemnification. Each Party shall defend, indemnify and hold harmless the other Party, its subsidiaries and affiliated companies, and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against all claims, causes of action, suits, losses, damages, reasonable attorneys' fees and costs (collectively referred to in this Article XI as "Liabilities") that arise directly from or out of any third party claim asserted against any Indemnified Party alleging negligence by the first Party, its employees, agents or contractors in the performance of services and other duties and responsibilities in connection with this Agreement. Furthermore, Marathon shall defend, indemnify and hold Client harmless from any and all Liabilities incurred or asserted against Client arising out of or relating to any failure to provide the Marathon Services, any failure to properly provide the Marathon Services, or any performance of services in accordance with the terms of this Agreement by Marathon or its Care Providers.
- 11.1 Sovereign Immunity. Client's indemnity obligations under Section 11.0 and other sections of this Agreement are subject to the sovereign immunity cap imposed by Section 768.28, Florida Statutes and in no event shall its liability for indemnity exceed the monetary limits therein.

11.2 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

- (a) Medical malpractice liability coverage for the acts and omissions of the Care Providers with limits of \$5 million per claim and \$5 million aggregate.
- (b) General liability coverage with limits of \$5 million per claim and \$5 million aggregate.
- (c) Umbrella/excess liability insurance covering professional and general liability with limits of \$2 million per claim and \$2 million aggregate.
- (d) Technology related errors and omissions liability and cyber-liability coverage with limits of \$5 million per claim and \$5 million aggregate.
- (e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly.
- (f) Workers' compensation and other statutory insurances as required.
- (g) The policies providing liability coverage listed above in sections 11.2(b) through 11.2(d) shall name the Client as an additional insured and Marathon shall provide Client certificates for the insurance required by this section.

11.3 Client Insurance. Client shall insure, and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

- (a) General liability insurance covering Client's business operations on the premises in which the Marathon Services will be performed.
- (b) Property and casualty coverage for all of Client's real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client's option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client's infrastructure and improvements to such space.
- (c) Other insurances typically maintained within Client's industry.

11.4 Waiver. Notwithstanding any other provisions of this Article XI, to the fullest extent allowable under all policies they hold and under law, Marathon and Client hereby mutual waive (1) all rights of subrogation against one another and their directors, officers, employees, agents and representatives, and (2) with regard to real or personal property, the waivers under (1) and (2) of this paragraph apply regardless

of whether coverage is for the full replacement cost or a depreciated or lesser value.

Article XII Miscellaneous

- 12.1 Ancillary Agreements. Client agrees to execute or cause to be executed all ancillary agreements appropriate and reasonably necessary to enable the Marathon Services to be performed.
- 12.2 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a "Force Majeure Event"); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term "Force Majeure Event" shall include, but not be limited to, acts of God or the public enemy; expropriation or confiscation; war, rebellion, civil disturbances, sabotage, and riots; strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party hereunder; inability to obtain any local, state or federal governmental approval due to actions or omissions by any such governmental authority that were not voluntarily induced or promoted by the affected Party hereunder; and floods or unusually severe weather that could not have been reasonably anticipated, fires, explosions, and earthquakes, and other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.
- 12.3 Entire Agreement. The Parties acknowledge that this Agreement, including any exhibits, attachments, schedules and addendum that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, and any other negotiations and discussions, whether oral or written, of the Parties and/or subsidiaries of the Parties with respect to the same subject matter hereof. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement. The Agreement replaces all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein.
- In the event of a conflict or ambiguity among the agreement documents, then precedence shall be given in the following order: this Agreement, then the RFP and then lastly Marathon's Response.
- 12.4 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, to the following addresses:

To Client: St. Johns County Schools
40 Orange Street
St. Augustine, FL 32084
Tel – (904) 547-7610
Fax – (904) 547-7635
Attn: Cathy Weber
Director of Benefits and Salaries

To Marathon Health: Marathon Health, Inc.
Champlain Mill
20 Winooski Falls Way, Suite 400
Winooski, VT 05404
Tel - (802) 857-0400
Fax - (802) 857-0498 Fax
Attn: Jerry Ford, CEO

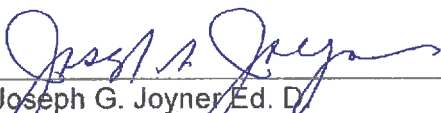
- 12.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Neither does it affect the rights of the Parties to enforce any other provision of the Agreement at any time.
- 12.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida to the extent not preempted by federal law. Any suit, action or other legal proceedings arising out of or relating to this contract shall be brought in a court of competent jurisdiction in St. Johns County, Florida.
- 12.7 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an appropriate officer of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.
- 12.8 Assignment. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The rights and duties of Marathon and Client under this Agreement shall not be assignable by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld.
- 12.9 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.
- 12.10 Waiver. A failure or delay of either Party to this Agreement to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provision of this Agreement or

shall not excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.

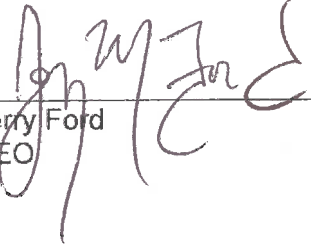
- 12.11 Mediation. As a condition precedent to filing an action for breach of this Agreement (other than an action for an emergency temporary restraining order), the Parties shall attempt to resolve the dispute by participating in a voluntary pre-suit mediation to be conducted by a mutually acceptable mediator at a mutually acceptable location in St. Johns, Duval, Flagler or Volusia County.
- 12.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Client and Marathon have executed this Agreement on this day of December 8, 2015.

St. Johns County Schools

By: 
Joseph G. Joyner Ed. D.
Superintendent of Schools

Marathon Health, Inc.

By: 
Jerry Ford
CEO

Schedule A MARATHON SERVICES

DESCRIPTION OF SERVICES

Ongoing Services: As of the Commencement Date, Marathon shall provide onsite health services as follows for eligible employees and dependents.

Implementation Services: During the period beginning on the Effective Date and continuing through the start of the Ongoing Services on the Commencement Date (the "Implementation Period"), Marathon shall provide the Implementation Services detailed in Schedule A1.

The following is included in the annual fees, per Schedule B:

Individuals eligible to participate as of the Commencement Date:

Employees	3,469
Spouses	1,388
Children	2,292

Retirees are included in the above figures

Health Center Staffing:

Staffing will include three (3.0 FTE) physicians, one (1.0 FTE) nurse practitioner, two (2.0 FTE) radiology technicians and three (3.0 FTE) medical assistants.

Location and time of services:

- a. The services provided under this Agreement will be provided at three sites to be located at current health center locations utilizing existing office and medical furniture.
- b. Hours of operation will be Monday through Saturday as listed below. Hours may be adjusted through the Initial Term Agreement or Renewal year with mutual agreement of Client and Marathon.

Hours of Operation

Hours of Operations	O'Connell	Nease	Menendez
Day	Blood Draws Only		
Monday	None	None	None
Tuesday	None	None	None
Wednesday	None	None	6:30 AM - 10:40 AM
Thursday	6:30 AM - 10:40 AM	None	None
Friday	None	6:30 AM - 10:40 AM	None
Saturday	None	None	None
Day	Medical Visits Morning Schedule		
Monday	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM
Tuesday	7:00 AM - 1:00 PM	8:00 AM - 1:00 PM	10:00 AM - 2:00 PM
Wednesday	10:00 AM - 2:00 PM	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM
Thursday	7:00 AM - 1:00 PM	10:00 AM - 2:00 PM	8:00 AM - 1:00 PM
Friday	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM

Saturday	None	9:00 AM - 1:00 PM	None
Day	Medical Visits Afternoon Schedule		
Monday	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM
Tuesday	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM	3:00 PM - 7:00 PM
Wednesday	3:00 PM - 7:00 PM	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM
Thursday	2:00 PM - 7:00 PM	3:00 PM - 7:00 PM	2:00 PM - 5:00 PM
Friday	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM
Saturday	None	None	None

- c. Notwithstanding the hours of operation described above, the health center shall be closed for seven (7) holidays listed below and for four (4) professional development days per year. Professional development shall not lead to closure of all three (3) health centers simultaneously. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.
- d. Marathon addresses short and long term absences, including vacations, with our corporate-based clinicians hired specifically for backfilling vacations, illness, and leave times. Client acknowledges that in the event of an unexpected clinician absence, temporary Care Providers may be utilized by Marathon to ensure the Client experiences no reduction in primary care services. This would not result in an additional fee to the Client.

In the event of an unexpected clinician absence and no temporary Care Provider has been provided by Marathon, the health center shall remain open for services to be continued, to the extent possible by other regular health center staff member(s). Should an unexpected clinician absence result in no primary services being provided, the Client shall be credited the value equivalent to the absent clinicians rate of pay.

ONGOING SERVICES INCLUDED IN ANNUAL FEE

Labor costs, medical & office supplies, medical liability insurance, worker's compensation insurance, general liability insurance and all other insurance policies.

Primary Care:

- Episodic Care
 - Assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, upper respiratory infections, rashes, urinary tract infections, and first treatment of minor injuries.
- Management of Chronic Conditions
 - If NP/PA model - Management of chronic conditions for individuals who do not have a primary care provider. Examples include, but are not limited to, hypertension, hypothyroidism, allergic rhinitis, hypercholesterolemia and diabetes.
 - For those individuals with an existing primary care provider and/or specialist, and in particular for those individuals who have multiple complicated medical conditions requiring specialty care and/or significant oversight, the Marathon Health clinician will work in collaboration with said provider to provide adjunct care and education to the patient.
 - If staffing includes onsite Physician – For those individuals who do not have a primary care provider, we can function as the medical home and provide full

primary care, including the management of multiple chronic conditions requiring significant oversight. After hours coverage and in-hospital care not included. The physician will work in collaboration with specialty care providers if specialty referral is indicated.

- Routine annual exams and screenings
 - Annual Physicals – Includes a physical exam. Any required external lab processing and imaging is not included in the annual fees.
 - Annual women's health exams to include pelvic exam and pap smear. Pap smear requires external lab processing not included in the annual fees.
- Travel Medicine
 - Consultation with clinician to receive guidance on recommended immunizations, medications, and travel precautions. Vaccines can be administered in-house for most required immunization but are purchased in advance per agreement with Client, and the cost of vaccines is not included in the annual fees.

Pediatric Care:

- Episodic care of minor acute illnesses such as ear infections, upper respiratory infections, rashes, diarrhea, nausea and vomiting.
- Well child care for children ages 12 and higher – School physicals, sports physicals, annual physicals, health coaching, chronic condition coaching, and administration of immunizations (if purchasing vaccines is agreed to by Client).

Supplemental Primary Care Services:

- Lab draws
 - Labs may be drawn for diagnostic and monitoring purposes at the recommendation of the onsite clinician. The cost of external lab processing is a third party charge to Client that not included in the annual fee.
- Immunizations
- Allergies
 - Work collaboratively with an individual's allergist to administer allergy injections as a convenience to the employee.
- CLIA-waived labs
 - Processed in-house during the provision of care, as needed (pending review of state regulations). The following tests are included in the annual fee: A1C Hemoglobin, Fecal Occult Blood Test, Glucose, HCG Pregnancy, Influenza A & B, Lipid Profile, Mono, Strep A, Urinalysis.

Occupational Health Services:

- Work-related injuries
 - First treatment of minor work related injuries. Examples include, but are not limited to, minor strains, sprains, dermatitis, insect bites.
- Routine pre-employment physicals (excludes examinations required for specific roles or job functions)
 - Includes history and physical examination. External lab processing is not included in annual fees.
- DOT physicals per Department of Transportation regulations
- Drug and alcohol screening
 - Pre-employment Drug Screening
 - DOT Urine Drug Screening

- Standard 5 panel drug screen. Requires external lab processing and positives must be reviewed by a Medical Review Officer, both of which are not included in the annual fees.
- Non-DOT Urine Drug Screening
 - Client determines panel for urine drug screen. Positives may require external lab processing and may be reviewed by a Medical Review Officer, both of which are not included in the annual fees.
- Breath Alcohol Testing (BAT)
 - Testing to verify that the employee is under the influence.
- Blood Alcohol Testing

Onsite Radiology

- Operation of X-Ray equipment
- Onsite wet reads
- Board certified radiologist over-read

Health Maintenance and Disease Prevention:

- Health Risk Assessment - Administered online or in paper version screens for:
 - General health and well-being
 - Health history including symptoms, conditions and family history
 - Tobacco use, alcohol use and stress levels
- Comprehensive Health Review (CHR) - For high risk individuals and individuals with chronic disease a CHR utilizing:
 - Online access to complete the Health History and Risk Assessment (HHRA)
 - 1:1 consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
- Lifestyle Risk Reduction - For high risk individuals agreeing to follow-up with the Marathon Health Care provider as their personal health coach:
 - Work 1:1 with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
 - Marathon Health Providers incorporate Transtheoretical Model, Model for Improvement and Motivational Interviewing behavioral change methodologies
 - Individualized change management plans
 - Proactive support

Chronic Condition Coaching

- For individuals with chronic diseases (Diabetes, COPD, asthma, CHF, CAD, HTN, depression, low back pain)
- Work 1:1 with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their disease.
- Coaching, symptom monitoring, and disease education

Onsite Pre-Packaged Pharmaceutical Dispensing (excluding the cost of drugs)

Marathon will purchase and dispense non controlled generic prescription medications for common acute and chronic conditions based upon an agreed upon formulary with the Client, with the actual cost being passed through to the Client directly. There shall be no mark up on any drugs purchased. Any rebates or incentives shall be passed through directly to the

Client. Onsite dispensing is currently allowed per latest review of pharmacy law, but is always subject to a complete review based on the particulars of the formulary, health center staff composition and any changes to law.

Mail Order

Manage and provide a mail order option for medications to be dispensed directly to patients separate from Client's current claims administrator.

Health Engagement System technology platform

For up to 110% of the employees, spouses, dependents and retirees eligible to participate.

- Personal Health Record with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging
- Electronic Medical Record
- Ability to import encounter data from carrier to provide historical patient encounter information
- Export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format

Account Management and Advisory Services

- **One Point of Contact:** An assigned Account Manager provides one point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
- **Clinical Coverage Plan:** Marathon Health will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
- **Monthly Reviews:** Account Manager will attend monthly insurance committee meetings (not to exceed nine per year) with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.
- **Annual Review:** Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year. Annual formal presentation to the insurance committee shall include comprehensive analysis of population stratification, health center operations, return on investment, results of at risk pay for performance metrics, and a plan for continuous quality improvement.
- **Ongoing Health Promotions:** Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations.
- **Strategic Planning:** Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

Management Reporting and Analysis

- **Monthly client activity and trends report** including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT code, diagnoses by ICD-9 code, prescriptions written, prescriptions

disposed of, appointment utilization per site per physician per day and overall savings from operations.

- **Annual reports including:**

- Population stratification report identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
- Review of health center operations including health center volumes and patient engagement
- Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
- Zero dollar claims report

- Up to 20 hours of custom reporting per year.

Additional custom reporting beyond 20 hours per year will be billed as Additional Services at the rate of \$150/hour.

Participant Communications and Promotions

- **Pre-launch multimedia communication campaign** including site posters, events, digital communication, and mailings to the home, customized with location-specific information. (Descriptions of clinical services are not modifiable.) See A2 for details on pre-launch communication material.
- **Quarterly communication campaign** with customizable, templated material to promote services. Outreach is customized to client's needs, based on review of client's population health risk stratification report.
- **Health Promotion Catalog** including educational sessions, group programs, health center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.

The standard communication package includes all production and printing costs.

Optional communication services, to be billed as Additional Services:

- **Focus groups:** Onsite meetings with employees to understand their thoughts about the health center, document perceptions, and utilize feedback in communication planning.
- **Video Production:** Short videos to promote the services, success stories, or address concerns.
- **Design/Production Non Storefront Material:** Production of material that requires additional customization.
- **Mailings to homes:** Additional postage cost for mailing of materials to participants' homes, rather than distributing in the workplace.

OPTIONAL SERVICES NOT INCLUDED IN QUOTED FEES

Mass Biometric Screenings and/or 100% general population screening through health center

Acquisition of flu vaccine and related supplies

Cost of pre-packaged pharmaceuticals dispensed onsite

Cost of other prescription medications, vaccines and durable medical equipment (e.g. splints, monitoring equipment for use in the home, etc.)

NOT INCLUDED IN THE QUOTED FEES

- Non-CLIA waived tests, CLIA waived tests not included above, external lab processing for physicals, annual exams and screenings.
- Internet connectivity and telephone service for Marathon staff.
- Additional Account Management and Advisory Services, Communications Services or Reporting Services beyond those described in Schedule A.
- Additional Data Services, such as custom interfaces for uploads of prior provider data, or more than four (4) ongoing activity reports.

**Schedule A1
IMPLEMENTATION SERVICES**

Marathon Health shall provide the following standard Implementation Services, which are included in the quoted fees. Additional services provided beyond the scope of the deliverables, such as additional site visit days, will be billed as Additional Services.

Standard Implementation Package	Deliverables (exact media to be determined)
Pre-Kick Off Implementation Meeting	Sales Transition Meeting: Client, Sales VP and Project Manager meet via conference call to initiate steps in the implementation process.
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all members of the implementation team (from both Marathon and Client) to provide the foundation and expectations for the implementation process.
Functional Workgroup Implementation Meeting	Within 3 to 6 weeks, Marathon will provide up to 3 members of the implementation team to be onsite at the Client location for a workgroup session/meeting. Other members of the Marathon Implementation Team will join as needed by conference call.
Recruitment/Onboarding of Clinical Team	Marathon to cover the advertising cost for all staff positions and up to 2 visits to Client site to conduct initial recruitment of clinical team members.
Clinical Coverage Plan	Marathon to establish and provide coverage plan for clinical staff absences.
Clinical Training	Marathon will provide initial implementation training for all health center staff during onboarding and onsite at the health center during the go-live week. This includes travel, lodging, meals and materials for shadowing at other Marathon Health centers, orientation week and go-live week.
Communication Services	Marathon will provide the Pre-Launch Communication Program included in Schedule A.
Information Systems:	
-IT Equipment	Marathon will provide computers for each clinical team staff member, printers, copiers and one kiosk.
-IT Set Up	Marathon to provide an IT staff for set up for up to 2 days at the health center locations prior to scheduled go live date.
Project Management	
-Project Manager Client site visits	Marathon will provide up to 3 onsite visits by the Project Manager during the implementation process.
-Weekly Implementation Calls	Marathon will provide weekly implementation calls with the implementation team/Client project manager during implementation process.
Health Center Set Up	
-Decor	Marathon will provide site posters and accent décor throughout health center.
-Supplies & Maintenance	Marathon will provide office and medical supplies (excluding prescribed medications, vaccines and

	durable medical equipment). Marathon will also provide medical waste management.
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Schedule A2
PRE-LAUNCH COMMUNICATION MATERIAL (included in quoted fees)

Marathon Health shall provide the following standard pre-launch communication material, which are included in the quoted fees. Additional communication material or changes to the following beyond the standard customization will be billed as Additional Services.

Pre-Launch Deliverables	Description	Customization Available
Audit/ Strategy/ FAQ	Communication audit to understand current practices, target audience, best methods. Strategy document and FAQ/ key message document delivered based on audit results.	
Services Flyer	4 color, 8.5x11" flyer describing available services.	Company name, center name, logo, photo selection
Executive Announcement copy	Announcement copy to be delivered by the Client.	All custom
Posters	4 color, 11x17" poster	Company name, center name, logo, photo selection
Leadership Toolkit	Presentation and FAQ document explaining business drivers to leadership audience	
Countdown Flyer Sets	Set of 6 flyers, 8.5x11", each counting down from the 6 week mark with messaging to build excitement about healthcare at work.	Company or center logo
Table Tents	Laminated, 4 color, 2 sided, 3x4" table tent cards cueing people to expect the welcome package in the mail.	Company name, center name, logo, photo selection
Welcome Package Letter	1 page letter with user name and password to access the portal.	Company name, center name, logo, photo selection, company messaging, personalized w username and password,

Welcome Package Brochure 8p	4 color, 8 page, 8.5x11" brochure describing the services, the specifics about the center (hours, contact information, location) and details about the portal and confidentiality.	Company name, center name, logo, photo selection, hours, location, ph #, center-specific FAQ responses
Welcome Package Envelope	9x12" window envelope	Company or center logo
Magnet	4 color, business card size magnet	Company name, center name, logo, photo selection, hours, location, ph #
Open House Postcard	4x6" jumbo 4 color postcard invitation to open house	Company name, center name, logo, photo selection, hours, location, ph #, open house date and time
Slim Jim	3x8" 4 color rack card, services overview	Company name, center name, logo, photo selection, hours, location, ph #, center-specific FAQ responses
Meet the Staff	4 color, 8.5x11" flyer	Staff photos, bios, company/center name, logo, hours, location, ph #
Open House	Tours, Marathon Health information table, organize staff participation	
Open House Raffle Prize	Gift basket of wellness/health related items--fitness or healthy cooking themes	Standard
Open House Giveaways	Marathon Health branded giveaways such as pens, jump ropes, lip balm	Standard
Wall Hangings (14)	4 color, 24x36" posters mounted and laminated with health and wellness reminders and services overviews	Standard

**Schedule B
FEES AND PAYMENT SCHEDULE**

Service fees:

Annual Fees for the Initial Term of this agreement are as follows:

Annual Service Fee..... \$2,335,934

Fees for optional services:

Mass Biometric Screenings At quoted rate

Actual fee is dependent on number of individuals screened and the number of locations. Individual in-house biometric screenings and all health risk assessments are included in the annual service fee. Marathon receives no additional fees or rebates from provider of Mass Biometric Screenings.

Onsite Pre-Packaged Pharmaceuticals At our cost

For drugs paid for directly by the Client. No additional fees are charged for drugs paid for by patients or through health plan claims.

Flu vaccinations At current rates

Includes the acquisition of the vaccine and supplies for administering in the health center by existing staff (excludes the administering through a mass flu clinic).

Additional Services At current rates

Fees for services requested beyond the scope outlined in the schedules above will be billed at Marathon's then current standard rates, and may require authorization via a Statement of Work executed by the Client. Additional service days onsite are billed at a minimum of eight (8) hours per day for each day requested, and Client shall reimburse Marathon for all out-of-pocket expenses incurred in connection with the services, including travel expenses. Marathon will use reasonable efforts to adhere to Client's travel reimbursement policy, if provided by Client.

Payment schedule:

Service fees are invoiced and payable as follows:

- 1/12 of Annual Service Fees at beginning of each month of service, and shall begin with the Commencement Date.
- Mass Biometric Screening fees as incurred.
- Dispensed pharmaceutical charges, billable travel costs, Additional Services, and other unexpected costs incurred as a result of service modifications requested by Client as incurred.

At Risk Fees and Pay for Performance

10% of the Annual Service Fees for the initial three year term of this agreement are "at-risk" to Marathon Health and are subject to achieving the performance metrics outlined in the Marathon Health Pay for Performance Plan summarized in Schedule B1.

**Schedule B1
PAY FOR PERFORMANCE PLAN**

The Marathon Health Pay for Performance Plan is based on achievement of key metrics covering two dimensions relating to optimizing healthcare delivery and overall health of a population. The two dimensions are:

- **Improving the Health of the Population**
- **Reducing the Per Capita Cost**

The 10% of the annual base service fees for the initial three year term of this agreement that are “at-risk” will be attributed to these two dimensions in the following manner:

	Year 1	Year 2	Year 3
Improving the Health of the Population	2.5%	2.5%	2.5%
Reducing the Per Capita Cost	7.5%	7.5%	7.5%
Total	10%	10%	10%

Distributions for years two (2) and three (3) may be adjusted annually at the discretion of the Client no later than thirty days after the annual report is provided by Marathon.

Marathon's performance, requirements of the Client and fee credits for each of the three dimensions are detailed below. If the Client has not fulfilled all of its requirements for any dimension during a given year, then no fee credit will be due the Client for that dimension for that year.

IMPROVING THE HEALTH OF THE POPULATION – HEALTH OUTCOMES

Marathon's Performance

Patients with the following risk conditions will achieve health improvements as follows:

% of Participants with the Condition that Achieve the Results					
	Eligible Participants with the Following Conditions	Will Achieve the Following Results	Minimum target for Year 1	Minimum target for Year 2	Minimum Target for Year 3
1	Systolic BP > 140	Reduce by 12 mmHg or normal	30.0%	35.0%	40.0%
2	Diastolic BP > 90	Reduce by 5 mmHg or normal	30.0%	35.0%	40.0%
3	Glucose > 100	Reduce 15% or normal	10.0%	12.5%	15.0%
4	Tot. Cholesterol > 200	Reduce 10% or normal	10.0%	12.5%	15.0%
5	LDL Cholesterol > 160	Reduce 10% or normal	10.0%	12.5%	15.0%
6	HDL Cholesterol < 40	Increase 10% or normal	10.0%	12.5%	15.0%
7	Triglycerides > 200	Reduce 20% or normal range	10.0%	12.5%	15.0%
8	Overweight / Obesity	Reduce weight 5% or BMI normal	3.0%	4.0%	5.0%
9	Smokers	Quit for at least 90 days	3.0%	4.0%	5.0%

	Participants Under our Care with the Following conditions	Will Achieve the Following Results	Minimum target for Year 1	Minimum target for Year 2	Minimum Target for Year 3
10	Diabetics	Maintain average Hemoglobin A1C <= 7.5	10.0%	12.5%	15.0%
11	Diabetics	At the standard of care (or not applicable) for 4 out of 5: • Annual Foot Exam • Annual Eye Exam • Annual Influenza • Pneumococcal at least once • Annual Hemoglobin A1c	75.0%	75.0%	75.0%
12	Asthmatics	At the standard of care (or not applicable) for 4 out of 5: • Annual Influenza • Pneumococcal at least once for those at risk • Use of inhaled corticosteroid for those with persistent Asthma • Asthma Action Plan • Use of a short acting bronchodilator	75.0%	75.0%	75.0%

The look-back period is 12 months in Year 1 and 18 months in subsequent years.

Fee Credits

The portion of at-risk fees attributable to Improving the Health of the Population will be credited back to the Client in accordance with the following scale:

# of Categories from the Above Table in Which the Minimum Target was Reached	
≥ 7	0% credited to Client
4-6	50% credited to Client
2-3	75% credited to Client
< 2	100% credited to Client

REDUCING THE PER CAPITA COST – REDUCE PMPM COST TREND

Marathon's Performance

Client's expected PMPM medical claims cost (net Rx claims) for the eligible population, will be targeted as follows:

	Year 1	Year 2*	Year 3*
Gross Target PMPM	\$185.48	TBD	TBD
Marathon Fee	\$27.23	TBD	TBD
Actual Target PMPM	\$158.25#	TBD	TBD

- \$158.25 is subject to change based on final calculation of PMPM medical claims cost (net Rx claims) for the eligible population as of final receipt of report including information from January 1, 2014 through December 31, 2015, as delivered to Marathon by Client.

This is computed as follows:

- Client's expected year 1 Actual Target PMPM medical claims costs for the eligible population, excluding large cost claimants of \$50,000 or above, are agreed upon between Marathon & Client.
- The Actual Target PMPM for year 2 will be determined after the completion and analysis of year 1 actual claims, and mutual agreement by the parties on the

expected continuing trend, incorporating the status of the overall health care market and any changes to the Client's plan design.

- The Actual Target PMPM for year 3 will be determined after the completion and analysis of year 2 actual claims, and mutual agreement by the parties on the expected continuing trend, incorporating the status of the overall health care market and any changes to the Client's plan design.
- The Actual Target PMPM medical claims costs for each year, excluding large cost claimants of \$50,000 or above, are obtained and compared to the expected costs to arrive at the Actual Reduction in PMPM Cost.

Fee Credits

The portion of at-risk fees attributable to Reducing the Per Capital Cost will be credited back to the Client in accordance with the following scale:

Actual PMPM Year 1#	
(+1%) <\$159.83	0% credited to Client
(+1% - +3%) \$159.84-\$162.99	50% credited to Client
(+3% - +5%) \$163.00-\$166.16	75% credited to Client
(>5%) >\$166.17	100% credited to Client

- is subject to change based on final calculation of PMPM medical claims cost (net Rx claims) for the eligible population as of final receipt of report including information from January 1, 2014 through December 31, 2015, as delivered to Marathon by Client.

Requirements of Client

For Marathon's fees to be at-risk under this plan, the following requirements of the Client apply:

- A minimum of 40% of the eligible employee population must participate in a separate mass health screening, including biometrics and health risk assessment, within six (6) months (+/-) of the Commencement Date, and annually thereafter. Should HRA data be provided from previous provider or Client the minimum requirement of 40% shall be waived for year 1.

- Provide information on PMPM medical claims cost and large cost claimants of \$50,000 or above for at least the 2 years immediately preceding year 1 of the Agreement.
- Provide the expected PMPM medical claims cost, net of and large cost claimants of \$50,000 or above, for year 1, reflective of the impact of any health plan design changes for that year.
- Provide information on PMPM medical claims cost and large cost claimants of \$50,000 or above within 60 days of the end of each contract year.
- The medical claims data referred to in Section 6.5 must be received as scheduled.
- Client must utilize Marathon Health branded or co-branded material in the pre-launch communication as described in Schedule A.

St. Johns County School District
PURCHASING DEPARTMENT
40 Orange Street
St. Augustine, FL 32084



REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

RFP NO.: 2015-23
RELEASE DATE: May 28, 2015

RFP TITLE: Health Center Management

F.O.B. Destination: **District Wide**

RFP DUE DATE AND TIME: June 30, 2015 @ 10:00 am
RFP OPENING DATE AND TIME: June 30, 2015 @ 10:30 am

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-7700
patrick.snodgrass@stjohns.k12.fl.us

SUBMIT RFP TO: Purchasing Department
40 Orange Street
St. Augustine, FL 32084

RFP OPENING LOCATION: Purchasing Department
40 Orange Street
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for proposal to be considered.

- | | | | |
|--|---|-----------------------------------|--|
| <input type="checkbox"/> Literature | <input type="checkbox"/> Specifications | <input type="checkbox"/> Catalogs | <input type="checkbox"/> Product Samples: See Special Conditions |
| <input checked="" type="checkbox"/> Debarment Form | <input type="checkbox"/> Manufacturer's Certificate of Warranty | | |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input type="checkbox"/> List of References | | |
| <input checked="" type="checkbox"/> Certificate of Insurance: See Special Conditions | | | |
| <input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See Special Conditions for details | | | |

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

**Signature of Owner or
Authorized Officer/Agent** _____ **Telephone:** _____

Typed Name of Above: _____ **FAX:** _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the Unit Price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
6. **BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.
7. **QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
8. **SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, 40 Orange Street, St. Augustine, FL 32084.
9. **TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
10. **NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
11. **DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
12. **REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions

will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.

13. **DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
14. **AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
15. **OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this RFP. The services and products are to be furnished in accordance with the terms of the resulting contract.
16. **MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
17. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/and risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
18. **BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.
19. **COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
20. **OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
21. **LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
22. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
23. **ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
24. **LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
25. **BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
26. **DEFAULT AND REMEDIES:** The following remedies for default shall apply.
 - a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
 - b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
27. **TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
28. **FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
29. **ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
30. **INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions

founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.

- 31. CRIMINAL BACKGROUND SCREENING:** Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this RFP:

- A. ☐ Student contact not anticipated
- B. ☒ Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.

- 32. PUBLIC RECORDS AND CONFIDENTIALITY:** Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.
- 33. VENUE:** Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- 34. WAIVER OF JURY TRIAL:** The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.
- 35. LOBBYING:** Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.
- 36. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.
- 37. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 38. COMPLIANCE WITH FEDERAL REGULATIONS:** All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.
- a) **Debarment:** The Proposer certifies by signing the Proposal and required response form that the Proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.
 - b) **Records:** Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final payment is made.
 - c) **Termination:** For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- 39. PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 40. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS:** The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
- a) **Criminal history and criminal background checks/identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
 - b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

- (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
- (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(Vendor's Signature)

RFP #2015-23 Health Center Management

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

SPECIAL CONDITIONS

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals from experienced and qualified firms to operate and manage the District's onsite health centers.
- 1.2 The District currently operates three (3) onsite health centers for active employees, dependents and retirees that are covered under the District's current health plan.

2.0 GENERAL INFORMATION

- 2.1 The District currently provides medical benefits through a self-insured plan, utilizing the Blue Cross Blue Shield provider network. The medical plan is currently administered through a third party Benefits Coordinator, The Bailey Group. Oversight is provided by an Insurance committee.
- 2.2 Current information regarding enrollment in the medical plan, utilization of the health centers and location is included in **Exhibit A**.
- 2.3 The primary objective for the health centers are to:
 - 1. Lower or moderate the employee's and District's future cost for medical services.
 - 2. Promote wellness and health management for those employees, dependents and retirees enrolled in the District's self-insured health plan.
 - 3. Improve health outcomes among the health plan members.
 - 4. Integrate with the District's population health management model as partner in improving the health of District employees and dependents

3.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 3.1 All proposals must be received no later than, June 30, 2015 @ 10:00 AM and must be delivered to:

St. Johns County School District
Purchasing Department
40 Orange Street
St. Augustine, FL 32084

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If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

- 3.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 3.3 One manually signed original proposal and seven (7) photocopies of the proposal must be sealed in one package and clearly labeled "RFP #2015-23 Health Center Management" on the outside of the package. The legal name, address, proposer's contact person and telephone number must also be clearly noted on the outside of the package.
- 3.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.
- 3.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.
- 3.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 3.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 3.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 3.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 3.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 3.11 When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall include appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Vendor's

RFP #2015-23 Health Center Management

Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

4.0 AWARD

- 4.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 4.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 4.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 4.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 4.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 4.6 It is the intent of the District to award this RFP to one vendor.
- 4.7 The RFP award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

5.0 TIME SCHEDULE

- 5.1 The District will attempt to use the following schedule, however, make no guarantee that the schedule will be achieved.

RFP Release	May 28, 2015
All written inquiries/questions due	June 11, 2015 @ 12:00 PM EDT
District Response to written inquiries/questions	June 18, 2015 @ 5:00 PM EDT
Proposals Due	June 30, 2015 @ 10:00 AM EDT
Proposals Opened	June 30, 2015 @ 10:30 AM EDT
Final Phase Presentations (tentative)	Week of July 27, 2015
School Board Approval	September 2015

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- 5.2 The District will not be under any requirement to complete the evaluation by a specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the School Board.

6.0 **CONTRACT/RENEWAL**

- 6.1 The term of this contract shall be from January 1, 2016 through December 31, 2018 and may by mutual agreement between the District and the awarded vendor be renewable for up to three (3) additional one-year periods. Cost shall be firm for the initial three (3) year term of the contract. Cost for extended years will be negotiated. The awarded vendor agrees to this condition by signing its proposal.
- 6.2 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

7.0 **RFP INQUIRIES/NOTICES**

- 7.1 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than June 11, 2015 @ 12:00 PM to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website
www.demandstar.com no later than June 18, 2015 @ 5:00 PM.

- 7.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.
- 7.3 No Addendum will be issued later than June 18, 2015, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.

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- 7.4 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.

8.0 MINIMUM QUALIFICATIONS

- 8.1 **ALL PROPOSERS RESPONDING TO THIS SOLICITATION MUST MEET THE FOLLOWING MINIMUM QUALIFICATIONS. ANY PROPOSAL RECEIVED THAT INDICATES THAT THE PROPOSER DOES NOT MEET THE MINIMUM QUALIFICATIONS WILL BE CONSIDERED NON RESPONSIVE AND WILL BE AUTOMATICALLY DISQUALIFIED FROM FURTHER CONSIDERATION.**

- 8.2 Proposers must demonstrate a minimum of five (5) years experience in operating/managing onsite health centers for public or private organizations, or have a minimum of five (5) years experience operating/managing a health care center.

- 8.3 Proposers must have procedures in place to ensure HIPAA compliance.

- 8.4 Proposers must have account managers (full time employees) with demonstrated experience in operating and managing health care centers.

9.0 SCOPE OF SERVICES

- 9.1 The successful proposer shall provide services including but not limited to the following:

9.2 Primary Care Medical Services (Age 12 and Above)

1. Provide ordinary and routine medical care.
2. Provide medical care to members for acute conditions.
3. Provide medical care to members with chronic conditions.
4. Provide follow up medical care for acute and chronic conditions.
5. Provide medical care for urgent conditions.
6. Conduct periodic comprehensive physical examinations.
7. Provide follow up care for abnormal screening results.
8. Serve as first report of injuries for all District employee workers compensation incidents.

9.3 Ancillary Medical Services

1. Provide laboratory specimen collection for pre-employment drug screening.
2. Provide radiology services (Nease and Menendez health centers only).
3. Fit for duty examinations when referred by the District office.

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9.4 Medication Management

1. Purchase and dispense common acute medications, or as an alternative provide the filling of medications at a pharmacy convenient to the member. Provide a mail order option for medications.
2. Manage medication usage for patients with chronic medical conditions.
3. Interact with members to improve medication adherence.
4. Interface with member's primary care physician when appropriate.
5. All stale dated and contaminated medications are to be disposed following standard industry disposal practices. No stale dated medication shall be dispensed from the Health Centers.
6. The successful proposer shall reimburse the District for all disposed medications, regardless of reason for disposal.

NOTE: NARCOTIC MEDICATION WILL NOT BE OBTAINED OR DISPENSED THROUGH THE HEALTH CENTERS

9.5 Health Management Services

1. Conduct health risk assessments with comprehensive blood draw analysis.
2. Conduct periodic screenings in areas such as skin cancer, vision and hearing.
3. Provide long term prevention programs, including but not limited to:
 - Physician/Nurse "reach out" program to reach members with highest risks
 - Population Health Management Programs targeted for greatest impact (obesity, high blood pressure, diabetes, etc.)
 - Disease/Case Management
 - Self Care Education Tools – Online and print form
 - Comprehensive Health Education Training
 - Physician Health Seminars
 - Population Promotions
 - Collaborate with existing in house/Blue Cross Blue Shield wellness program

9.6 Facilities and Staffing

1. Hours of operation of the health centers shall include hours Monday through Saturday, and shall be flexible and set to meet the needs of the District's employees. The District shall have sole and final approval of the hours of operation of each health center. Health Centers may be closed if the following holidays fall on a day regularly open for operations:
 - July 4th
 - Thanksgiving Day
 - Christmas Day
2. Staff members are to be contracted employees or full time/regular part time employees of the proposer. The District reserves the right to interview and approve all staff during the term of the contract.
3. Proposer agrees that it will remove (within a mutually agreed upon period of time) any individual providing services under the contract, if, after the matter has been reviewed jointly by the District and the proposer, the District request such

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action in writing. Any such removal shall not necessarily reflect on the capabilities or competencies of the individual so removed.

4. All health centers must be staffed with a full time licensed Physician. The District prefers Physicians be assigned to a specific clinic. Additionally, the successful proposer shall provide one (1) floating Nurse Practitioner.

5. All Medical Professionals, including but not limited to Physicians, Nurse Practitioners, Registered Nurses, X-Ray Technicians, etc. shall maintain, during the term of the agreement, appropriate credentials including:

- A duly issued and active license to practice medicine and prescribe medication in the State of Florida
- A good standing with his or her profession and state professional association
- The absence of any license restrictions, revocation, or suspension
- The absence of any involuntary restriction placed on his or her federal DEA registration
- The absence of any conviction of a felony

6. Proposer shall ensure adequate staff for vacation coverage.

9.7 Interface Capabilities

1. Proposer must provide online appointment scheduling.

2. Proposer must utilize electronic medical records that are accessible at all District health centers.

3. Health center encounters and medication dispensing are to interface with the District's health plan through the District's Benefits Coordinator.

4. Proposer must contact patients 24 hours prior to scheduled appointments.

9.8 Communication and Reporting

1. Proposer shall market the services provided by the Health Centers to the District's employees.

2. Proposer shall provide the District with monthly reports, including but not limited to the following:

- Health Center Appointment Utilization
- Referrals outside the health centers
- Cost savings
- Cost avoidance
- Value added analysis
- Detailed report of medications purchased, medications dispensed and medications disposed, with reason for disposal

3. Attend insurance committee meetings.

9.9 Additional Services and Responsibilities

1. Purchase all routine supplies and minor equipment for the operation of the health centers. The District reserves the right to purchase these supplies and minor equipment directly with the proposer's suggested supplier(s) or with any supplier of its choice, as determined to be in the best interest of the District.

2. Proposer shall work with the District to establish a procedure for purchases

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made directly by the District.

3. Successful proposer shall be responsible for damage, loss or theft to all district owned equipment used by health center staff and damage to the health center buildings when damage is due to negligence on the part of proposer or health center staff.

4. Invoices for services and reimbursement shall be submitted the District on a monthly basis. All invoices for reimbursement shall include supporting documentation evidencing the proposer's actual purchase cost. The successful proposer shall work with the District to establish an acceptable invoicing method.

10.0 DISTRICT RESPONSIBILITIES

10.1 The District shall be responsible for the following as it relates to the health center facilities.

1. Provide electric, telephone, water and sewer service.
2. Provide internet access.
3. Provide pest control service.
4. Provide cleaning service, including floor stripping and waxing as needed.
5. Provide grounds and building maintenance and repair as required.
6. Purchase all major medical and other equipment required for the operation of the health centers. The District shall coordinate these purchases with the proposer to ensure adherence to specifications, particularly for purchases of major medical equipment.
7. Information Technology support for technology related issues – computer equipment, networking, and telephone system.

11.0 FINANCIAL INFORMATION

11.1 Proposers that are selected as a finalist must provide copies of their three (3) most recent audited financial statements. It is the intent of the District to submit the financial statements to the District's CPA firm for review and assessment of the proposer's financial strength.

12.0 COST AND CHARGES

12.1 All cost and charges must be stated on Attachment A – Cost Schedule and Certification. Cost submitted by Proposers must be based on the operation of three (3) health centers. The District reserves the right to negotiate cost should it decide to increase or decrease the number of health centers.

12.2 The District is requesting cost and charges for two options as stated on Attachment A. All proposers **MUST provide cost for both two options for their proposal to be considered responsive.**

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- 12.3 The Evaluation Committee (“Committee”) shall determine which option shall be used for the evaluation of cost of service. Such option shall also be used as the basis for the contract.

13.0 PROPOSAL FORMAT AND EVALUATION CRITERIA

- A. RFP COVER SHEET: Required response form (Page 1 of RFP) with all required information completed and all signatures as specified.
- B. DEBARMENT FORM
- C. DRUG FREE WORKPLACE CERTIFICATION
- D. INSURANCE COVERAGE: Insurance certificates evidencing coverage as specified in section 15.0
- E. RELATED EXPERIENCE, KEY PERSONNEL AND QUALIFICATIONS:
Describe your organization, its legal structure, ownership experience, history and number of years providing the services requested. Include qualifications of key personnel, including those that will be assigned to manage the District’s health centers.

Provide three (3) references, including names, current telephone numbers and current email addresses from other Florida school districts or other similar public agencies for services similar to that required by this RFP.
- F. ABILITY TO PROVIDE SERVICES: Describe in detail your ability and approach to providing the scope of services as outlined in section 9.1 –9.9.
- G. ABILITY TO IMPROVE EMPLOYEE HEALTH: Describe in detail your approach to improving the health of District employees.
- H. ABILITY TO REDUCE/MODERATE EMPLOYEE AND DISTRICT MEDICAL COST: Describe in detail your approach to reducing medical cost of both the employee and the District.
- I. COST OF SERVICE: Complete and sign Attachment A. **Both cost options must be completed for a proposal to be considered responsive.**

14.0 PROPOSAL EVALUATION PROCESS

- 14.1 Proposals will be received and publicly opened. Only names of respondents will be read at this time.

RFP #2015-23 Health Center Management

14.2 Proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of staff will be considered.

14.3 The evaluation of proposals shall consist of a two phase process.

14.4.1 Preliminary Phase

The preliminary phase shall consist of an evaluation of all responsive and responsible proposals by the Committee. Committee members shall independently review and score the written proposals in each criteria (13.0 E-I) awarding points ranging from 90% to 100% of the maximum points for excellent, 80% to 90% for good, 70% to 80% for satisfactory, 60% to 70% for marginally unsatisfactory and 0% to 60% for unsatisfactory.

The Committee member's scores will be totaled for each proposal and they will be ranked from highest to lowest based on the total number of points awarded.

PRELIMINARY PHASE CRITERIA	MAXIMUM POINTS
Related experience, key personnel and qualifications	20
Ability to provide services	20
Demonstrated ability to improve employee health	20
Demonstrated ability to reduce/moderate employee and District medical cost	20
Cost of Service	20
Preliminary Phase Maximum Points	100

14.4.2 Final Phase

It is the intent of the District to select the three highest ranked proposers from the preliminary phase to provide an oral presentation. The District reserves the right to increase the number of proposers making oral presentations in its sole discretion and exercise of good judgment.

Presentations will be scheduled at the convenience of the Committee. The Committee will strive to provide adequate notice to each finalist relative to their scheduled presentation. Per Florida Statute, oral presentations are conducted as closed meetings, however, all oral presentations will be recorded in compliance with Florida's Sunshine Law.

In the final phase, the Committee will score and rank the finalists following their oral presentations. Committee members will independently review and rank the

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finalists in each criteria (Section 13.0 E-I), awarding points ranging from 90% to 100% of the maximum points for excellent, 80% to 90% for good, 70% to 80% for satisfactory, 60% to 70% for marginally unsatisfactory and 0% to 60% for unsatisfactory.

Upon completion of the oral presentations, scores from the final phase will be totaled and finalists will be ranked from the total number of points awarded in the final phase. Points awarded in the preliminary phase will not be considered in the final phase rankings.

FINAL PHASE	MAXIMUM POINTS
Related experience, key personnel and qualifications	20
Ability to provide services	20
Demonstrated ability to improve employee health	20
Demonstrated ability to reduce/moderate employee and District medical cost	20
Cost of Service	20
Final Phase Maximum Points	100

- 14.5 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize District staff to pursue negotiations with the highest ranked finalist. If a satisfactory contract cannot be negotiated for presentation to the Board, negotiations with the highest ranked finalist will be terminated at the discretion of the District and negotiations will commence with the second highest ranked finalist. This process shall continue until a satisfactory contract is reached with one of the finalists, subject to acceptance and final approval by the Board. If a contract cannot be reached with any of the finalists, the District reserves the right to acquire the services specified in this solicitation from any vendor of its choosing through direct negotiation, in accordance with Florida Department of Education Rules.
- 14.6 During the negotiation process, a finalist shall not propose or require contract terms or conditions that are contrary to or inconsistent with the terms and requirements of the RFP, as contained in the General and Special Conditions, and any addenda.
- 14.7 The contract shall be negotiated incorporating terms and conditions of the General Conditions, Special Conditions and proposal, based on the District's standard Vendor Services Agreement attached as **Exhibit B**.
- 14.8 The Committee reserves the right to meet as a group prior to the completing the scoring process in order to discuss the proposals and scoring. Any such meeting will be noticed on the District's website and shall be conducted as a public meeting.

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- 14.9 The Committee may consult with other District staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such, communications are not subject to sunshine law and may take place outside of public meetings.

15.0 INSURANCE REQUIREMENTS

- 15.1 It is mandatory that the person/firm submitting the proposal have Comprehensive General Liability, which shall have limits of not less than \$1,000,000 occurrence and \$2,000,000 aggregate. The person/firm submitting the bid must also have at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**
- 15.2 In addition to the above insurance requirements, the successful proposer shall ensure that all Medical Professionals providing service under the agreement, maintain throughout the term of the contract, professional liability insurance covering the acts and omissions of the Medical Professionals, in the minimum coverage of \$1,000,000 occurrence and \$2,000,000 aggregate. The successful proposer will require Medical Professional to notify them 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. The successful proposer shall provide the District with proof of such professional liability insurance maintained by the Medical Professionals.

RFP #2015-23 Health Center Management**Attachment A****COST SCHEDULE AND CERTIFICATION**

Option 1: Cost under option 1 is to be a flat monthly charge to include all administrative/management fees for three (3) health centers, plus salaries and benefits of all health center personnel (contracted employees and full time/regular part time employees of the proposer). The District will NOT be responsible for bonuses or incentives paid to health center personnel. Cost under this option is NOT to be based on employee count, or number of members enrolled in the District's medical plan. Cost for all supplies, medication and minor equipment needed for the operation of the health centers shall be reimbursed to the successful proposer at the proposer's cost, subject to section 9.9 of the RFP. Per section 6.1 of the RFP, cost shall be firm for the three (3) year term of the contract.

Option 1 cost (monthly) \$ _____

Option 2: Cost under option 2 is to be a flat monthly charge to include ONLY administrative/management fees for three (3) health centers. Salaries and benefits of all health center personnel (contracted employees and full time/regular part time employees) shall be reimbursed to the proposer. The District will NOT reimburse bonuses or incentives paid to health center personnel. Cost under this option is NOT to be based on employee count, or number of members enrolled in the District's medical plan. Cost for all supplies, medication and minor equipment needed for the operation of the health centers shall be reimbursed to the successful proposer at the proposer's cost, subject to section 9.9 of the RFP. Per section 6.1 of the RFP, cost shall be firm for the three (3) year term of the contract.

Option 2 cost (monthly) \$ _____

ALL PROPOSERS MUST PROVIDE COST UNDER BOTH OPTIONS FOR THEIR PROPOSAL TO BE CONSIDERED RESPONSIVE.

Exhibit A
RFP #2015-23 Health Center Management

Attachment A



COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____

E-MAIL ADDRESS: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

Exhibit A
RFP #2015-23 Health Center Management

Medical Plan Enrollment
As of March 2015

Employee	3469
Spouse	1388
Dependent	2292

Retirees are included in the above figures.

Health Centers

Locations

Nease Health Center (Adjacent to Nease High School)
10430 Ray Road
Ponte Vedra, FL 32081

Menendez Health Center (Adjacent to Pedro Menendez High School)
580 State Road 206 W
St. Augustine, FL 32086

O'Connell Health Center (Adjacent to Mill Creek Elementary School)
3740 International Golf Parkway
St. Augustine, FL 32092

Square Footage

Nease Health Center – 1944 sq ft

Menendez Health Center – 1944 sq ft

O'Connell Health Center – 2185 sq ft

Specialized Equipment

Nease Health Center and Menendez Health Center are both equipped with X-Ray equipment as follows:

Radiographic System: with 40kW “QUEST HF” ULTRA High Frequency Generator, QS-550 Deluxe Floor Mounted Tubestand, Float Top Radiographic Table, “VERTI-Q” Wall Stand and Collimator

Exhibit A
RFP #2015-23 Health Center Management

Hours of Operation

The following hours of operation are typical of the health centers, however, are subject to change at the discretion of the District.

Hours of Operations	O'Connell	Nease	Menendez
Day	Blood Draws Only		
Monday	None	None	None
Tuesday	None	None	None
Wednesday	None	None	6:30 AM - 10:40 AM
Thursday	6:30 AM - 10:40 AM	None	None
Friday	None	6:30 AM - 10:40 AM	None
Saturday	None	None	None
Day	Medical Visits Morning Schedule		
Monday	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM
Tuesday	7:00 AM - 1:00 PM	8:00 AM - 1:00 PM	10:00 AM - 2:00 PM
Wednesday	10:00 AM - 2:00 PM	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM
Thursday	7:00 AM - 1:00 PM	10:00 AM - 2:00 PM	8:00 AM - 1:00 PM
Friday	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM	8:00 AM - 1:00 PM
Saturday	None	9:00 AM - 1:00 PM	None
Day	Medical Visits Afternoon Schedule		
Monday	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM
Tuesday	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM	3:00 PM - 7:00 PM
Wednesday	3:00 PM - 7:00 PM	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM
Thursday	2:00 PM - 7:00 PM	3:00 PM - 7:00 PM	2:00 PM - 5:00 PM
Friday	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM	2:00 PM - 5:00 PM
Saturday	None	None	None

Employee Health Center Monthly Utilization Summary

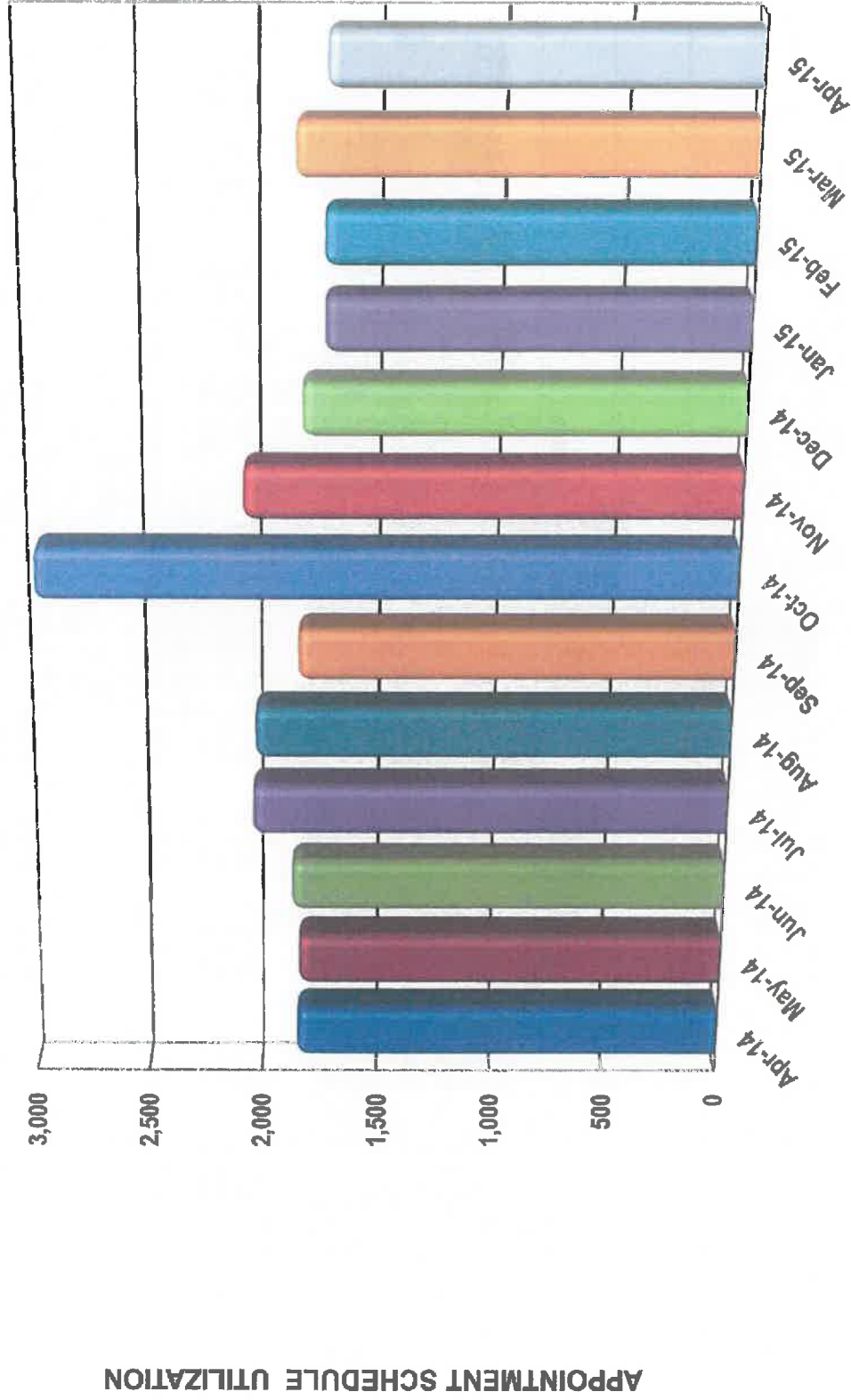
St Johns County School District

Period Ending: April 30, 2015

Employee Health Center Utilization Statistics

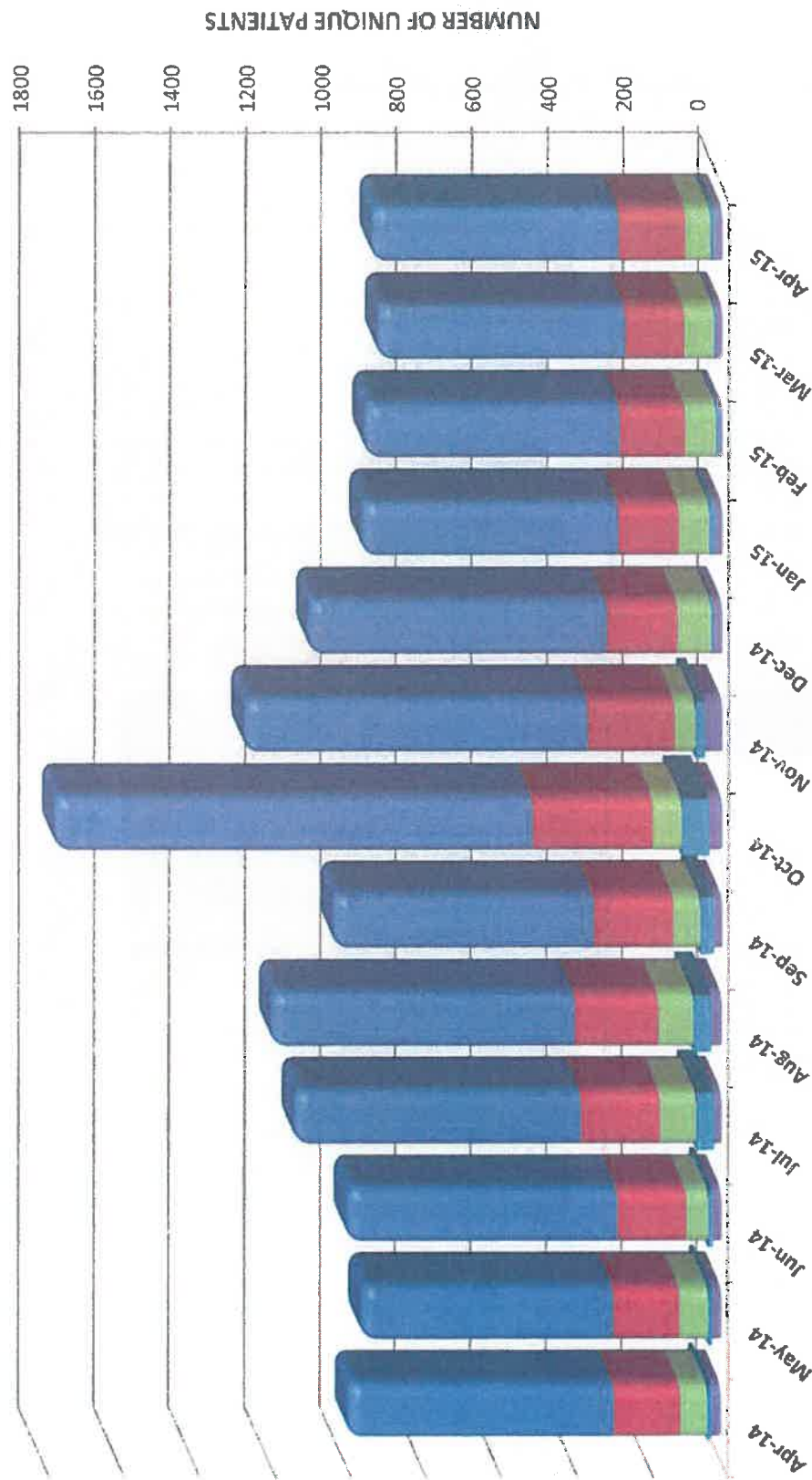
Month	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	Total	Rolling 13 Month Average
Total Appointment Capacity - All Schedules - All Facilities	2,038	2,036	2,009	2,278	2,293	2,043	3,071	2,145	2,015	1,963	1,880	2,140	2,058	27,969	2,151
Total Appointment Utilization - All Schedules - All Facilities	1,848	1,840	1,868	2,035	2,022	1,840	2,953	2,067	1,821	1,729	1,730	1,847	1,721	25,321	1,948
Total Appointment Utilization - All Schedules - All Facilities	90.7%	90.4%	93.0%	89.3%	88.2%	90.1%	96.2%	93.3%	90.4%	88.1%	92.0%	86.3%	83.6%		90.3%
Appointment Capacity Utilization - Medical Schedules - All Facilities	88.7%	88.0%	91.2%	85.6%	83.3%	87.4%	93.3%	94.3%	87.9%	85.6%	90.2%	82.4%	80.0%		87.5%
Unique Patients Per Month - All Facilities	986	950	989	1,129	1,190	1,026	1,765	1,264	1,093	950	942	909	925	14,118	1,086
MENENDEZ - Appointment Capacity Utilization															
Total Medical Appointments	407	393	442	391	362	434	498	382	428	397	413	414	418	5,379	414
Total Ancillary Appointments	110	86	111	44	162	120	286	223	129	115	92	105	119	1,702	131
NEASE - Appointment Capacity Utilization															
Total Medical Appointments	538	543	532	529	506	505	578	477	510	525	501	497	475	6,716	517
Total Ancillary Appointments	116	121	149	208	246	175	362	203	115	134	126	127	97	2,179	168
O'CONNELL - Appointment Capacity Utilization															
Total Medical Appointments	548	497	493	526	481	469	567	445	470	464	472	475	456	6,363	489
Total Ancillary Appointments	112	115	109	190	173	137	314	186	104	99	126	225	118	2,008	154
Workers' Comp Visits - All Facilities	14	13	16	5	6	26	33	15	18	25	31	21	21	244	19
% of Dependent Appointments - Medical Schedule - All Facilities	19.5%	20.0%	22.4%	21.0%	24.0%	24.2%	22.8%	19.9%	24.2%	18.8%	21.0%	19.5%	21.0%		21.4%
# of Appointment No Shows - All Facilities - All Schedules	137	170	138	131	129	156	194	99	75	75	76	82	74	1,536	1,536
# Health Risk Assessments - Employees	76	219	208	254	229	166	248	225	114	162	145	168	184	2,398	184
# Health Risk Assessments - Others	78	87	76	127	126	100	141	109	56	67	71	62	81	1,181	91
Total # Health Risk Assessments	154	306	284	381	355	266	389	334	170	229	216	230	265	3,579	275
COBRA Visits	0	0	0	1	2	0	0	0	0	0	0	0	0	3	0
# Mail Order Medications	592	487	614	596	507	526	577	437	608	392	541	706	524	7,107	547
# Medications Dispensed	1,007	947	924	859	764	849	950	845	1,239	1,143	1,200	1,104	1,075	12,906	993

Appointment Schedule Utilization - All Schedules - Monthly



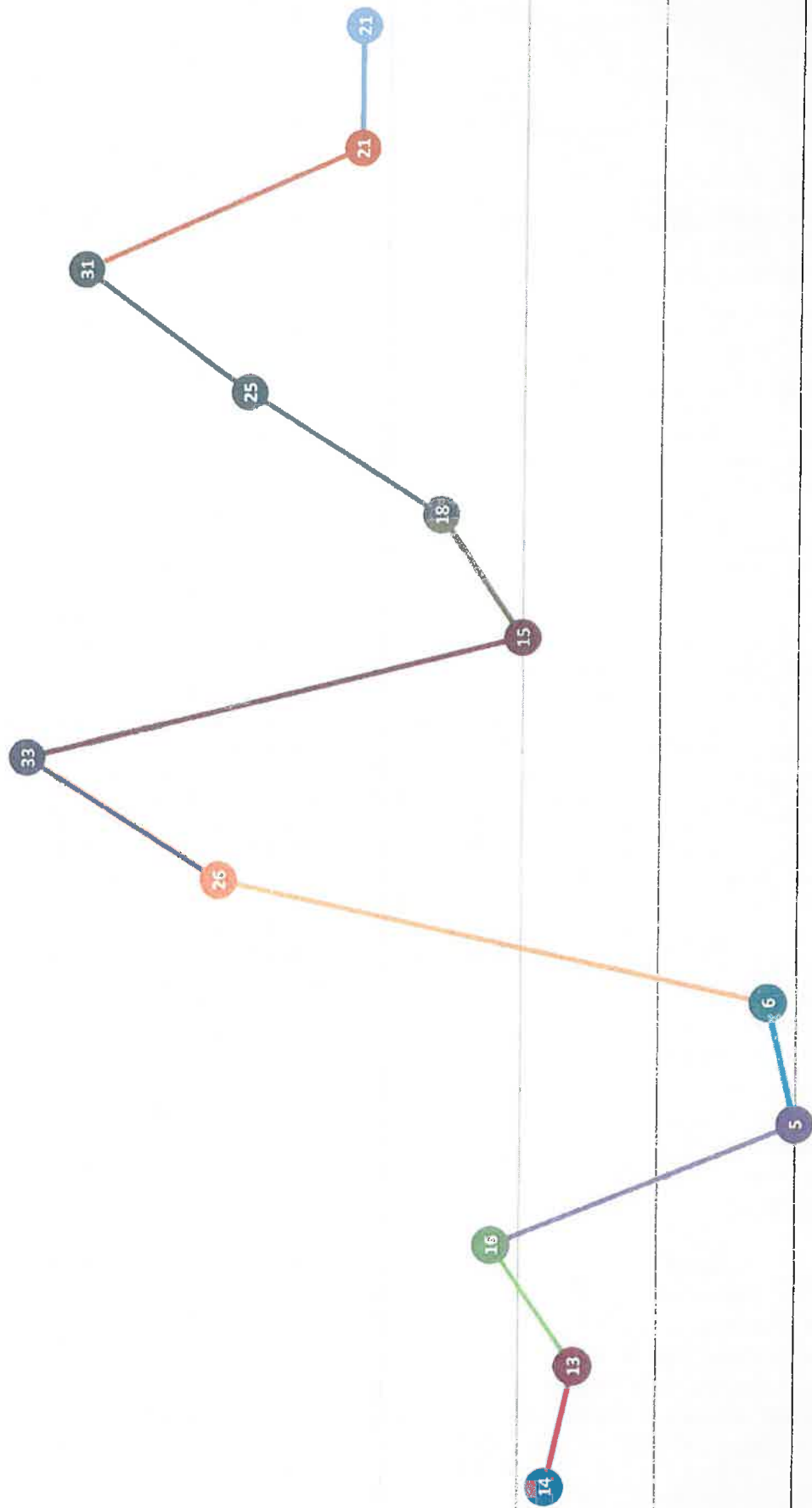
Medical Schedule Utilization	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15
	1,848	1,840	1,868	2,035	2,022	1,840	2,953	2,067	1,821	1,729	1,730	1,847	1,721

PATIENT VISIT ANALYSIS UNIQUE VISITS BY PATIENT CLASS



	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15
Employees	699	661	710	752	797	684	1260	903	784	670	666	647	645
Dep Spouse	177	176	184	211	222	212	319	233	188	162	175	158	179
Dep Child	72	77	58	96	94	70	76	54	90	81	82	79	66
Other	11	11	13	49	48	38	75	26	8	18	9	5	12
Retiree	27	25	24	21	29	22	35	48	23	19	10	20	23

Total W/C Visits per Month



VENDOR AGREEMENT

This Vendor Agreement ("Agreement") is entered into by and between the School Board of St. Johns County, Florida ("School Board"), 40 Orange Street, St. Augustine, Florida 32084 ("School Board") and ("Vendor"), with an address of _____, effective _____, 2011.

NOW, THEREFORE, the parties agree as follow:

1. Description of Services. Vendor shall
2. Location of Services. Performance of services cited above will be conducted at designated locations within St. Johns County.
3. Term. This Agreement will be effective on the Effective Date, and will remain in effect for a period of one year. At the conclusion of the initial term, the School Board's may renew this Agreement
4. Termination. The School Board may terminate this Agreement for convenience, upon thirty (30) days written notice. Vendor shall be paid for services performed and completed under this Agreement up to the effective date of termination and for expenses (such as non-refundable travel expenses), which would be otherwise reimbursable under this Agreement and which Vendor had incurred prior to the effective date of termination.
5. Compensation and Payment. Vendor shall be paid for the services and license as provided for in the quotation attached as Exhibit A. Services and license shall be provided at the fixed fee rates specified in the quotation, with no allowance for additional fees or expenses, without the express written agreement of School Board.
6. Independent Contractor. The Vendor certifies that it is an independent contractor and shall not employ, contract with or otherwise use the services of any officer or employee of the School Board. The Vendor certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the School Board.
7. Insurance and Indemnification. The Vendor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any negligence or other act or omission on the part of the Vendor, its agents, employees or representatives. The Vendor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher

according to the A. M. Best Company: (a) general liability; (b) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of St. Johns County, Florida. The Vendor will provide before commencement of work, and attach to this Agreement, certificates evidencing such coverage.

(a) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000 per occurrence and \$2,000,000 per general aggregate. This policy will include the District as an additional insured.

(b) Workers' Compensation Coverage. The workers' compensation insurance will be maintained as required by applicable Florida law.

8. Laws and Regulations. This Agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in accordance with the laws of the State of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this Agreement shall be brought in the state courts of St. Johns County, Florida. The parties shall not violate the code of ethics for public officers and employees, Chapter 112, Florida Statutes.

9. Background Check. The Vendor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in Sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who: (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board. This background screening will be conducted by the School Board in advance of the Vendor or its personnel providing any services under the conditions prescribed in the previous sentence. The Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Vendor and its personnel. The parties agree that the failure of the Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Agreement. The Vendor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

10. Assignability. This Agreement is for the personal services of the Vendor and may not be assigned by the Vendor except as part of the sale of all or substantially all

of Vendor's assets, without the prior written consent of the School Board, which shall not be unreasonably withheld. Neither a sale of all or substantially all Vendor's assets, a stock sale, merger or change in control shall require the School Board's consent. However, in any such event, Vendor's successor shall honor and abide by all the terms and conditions of the Agreement and the accompanying License Agreement.

11. Conduct While on School Property. The Vendor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the Vendor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health and well being of any student or employee of the School Board. The Vendor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. No Taxes. The School Board is not obligated and does not agree to pay any federal, state or local tax as a result of this Agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fundraising.

13. Public Records. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records and other writings made or received by the parties.

14. No Waiver. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

15. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

16. Confidentiality. The Vendor shall keep confidential in accordance with HIPAA all personally identifiable health information and records pertaining to health center patients.

17. Access to and Retention of Documentation. The School Board, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all

such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the School Board has made final payment and all services have been performed under this Agreement.

18. Debarment. By signing this Agreement, Vendor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declare ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

(c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Vendor agrees to notify School Board within 30 days after occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations or terminations as described in paragraph 18(a) - (d) above, with respect to Vendor or its principals.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the date first above written.

ATTEST (WITNESS):

THE SCHOOL BOARD OF ST. JOHNS
COUNTY, FLORIDA

By: _____
Print Name: _____
Title: _____

By: _____
Joseph G. Joyner, Ed.D.
Superintendent

Date Approved: _____

ATTEST (WITNESS):

VENDOR

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____



ST. JOHNS COUNTY SCHOOL DISTRICT

Purchasing Department

40 Orange Street

St. Augustine, Florida 32084

Telephone (904) 547-7700 FAX (904) 547-7705

Patrick Snodgrass, CPSM

Director of Purchasing

School Board Administration Center

Historic St. Augustine

June 16, 2015

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to RFP #2015-23 Health Center Management.

The following is a list of questions that were asked along with the response.

1. **Question:** What are the top 3 reasons St. Johns County School district wants to transition this onsite center to another provider?

#1-

#2-

#3-

Answer: A formal "top 3 reasons" is not available. The current provider began providing service to the District in 2009. The existing agreement expires December 31, 2015. Release of the RFP allows the District to review proposals from multiple vendors. All interested parties are encouraged to participate in the process.

2. **Question:** How would you describe your corporate culture and what important characteristics (demographic or otherwise) should we consider in developing a transition plan for your organization?

Answer: Our culture is about serving children and the community. Our county is large and thus, our staff are located in all areas. Teachers do not have the luxury of leaving an office during the day to go to the Doctor. To be absent, they must have a substitute to do their job. Our culture for the clinics is to serve the medical needs of our employees in a professional, accurate and efficient manner so that they continue to serve the needs of our children. The demographics consist of individuals age 12 and above.

3. **Question:** What are the main areas of concern with your current model of care that you wish to improve?

Answer: Integration of clinic and medical plan data.

4. **Question:** Has the School District looked at or toured any other health clinics prior to this RFP being released? Which health clinics did you review to gain an understanding of the various models in the market?

Answer: No other health clinics have been looked at or toured.

5. **Question:** Are any healthcare services currently provided onsite such as mass biometric screening, pre-employment drug testing, etc. If so, please provide the volume of screenings and the typical time periods when these services would be delivered.

Answer: The clinics currently handle all of the District's Health Risk Assessments, flu shots and pre-employment drug screening.

Health Risk Assessment: Approximately 2,000 members between January 1 and November 15.

Flu Shots: Approximately 1,100 vaccines given in a 3 month period via provider traveling to specific work locations to limit disruption to the clinics. Members may still receive the vaccine at the clinics if they prefer.

Pre-Employment: Approximately 800 employees over a 12 month period with the summer months being the heaviest time.

6. **Question:** Can you provide a brief overview of medical plan options or provide us with a new hire kit to see the medical plan choices offered from a total program design perspective?

Answer: Attached to this addendum is a copy of the most recent District Benefits Booklet.

7. **Question:** Does your current health center provide disease management and other health intervention services (please specify by program) to your organization or are these carved out to a specialty vendor?

Answer: Current services include flu shots, diabetes management, smoking cessation and weight management.

8. **Question:** What is your employee annual turnover rate for 2013? 2014? YTD?

Answer: This information is not available.

9. **Question:** What is your healthcare data warehousing strategy and do you use a vendor independent from your claims administrator?

Answer: This is currently managed by a third party administrator.

10. **Question:** Can you provide us with reports detailing the disease prevalence/cost for your population as well as your Lifestyle Management and Disease Management program ROI thus far in the current onsite center?

Answer: No.

11. **Question:** Do you currently provide (or will you consider) incentives/disincentives to employees for participating in health care intervention services, wellness, onsite clinic etc.? What are the current (or contemplated) rewards/incentives/disincentives for the future plan years?

Answer: Yes, currently a surcharge will be assessed if either employee or spouse covered under the medical plan does not complete the HRA. Additional details may be found in the attached District Benefits Booklet.

12. **Question:** Do you know what the risk profile of your population is? If so, what toolsets do you use? (HRA; biometric screening, data mining).

Answer: Yes. HRA.

13. **Question:** Do you have the data you need to document how your current onsite clinic vendor is performing with respect to improving population health status, reducing disease prevalence in your population or achieving other health/condition improvements, and improvement in gaps in care? What areas, in terms of data, would you want to improve?

Do your employees currently complete an HRA or participate in biometric screening? Who provides the HRA? Is a Personal Health Record generated for the employee as a result?	
HRA	% of population completed

Biometric Screening	% of population screened
Coaching Program Enrollment	#Identified at-risk;
DM Program Enrollment	#Engaged

Answer: No. There are no specific areas, in terms of data, for improvement.

Yes, employees participate in an HRA. The clinics provide the HRA. Yes, a health record is generated for the employee as a result.

HRA	Approximately 90% of population completed
Biometric Screening	N/A
Coaching Program Enrollment	N/A
DM Program Enrollment	N/A

14. **Question:** What is your “per employee per month” (PEPM) medical spend now? PEPM for primary care now?

Answer: Medical: \$564.00; Prescription: \$221.00.

15. **Question:** Fitness center or child care center on site now? Insourced/outsourced?

Answer: No, a fitness center or child care center is not on site.

16. **Question:** Where are your primary interests in terms of onsite solutions? PLEASE RANK INTEREST IN ORDER OF IMPORTANCE (#1 MOST IMPORTANT TO LEAST):

Answer: Please see interest ranking below.

__1__ Onsite primary care

__5__ Onsite personalized coaching

__7__ Onsite Pharmacy

__11__ Onsite Occupational Health

__10__ Onsite absence management services

__14__ Integrator of multiple vendors/programs

__2__ Individually tailored health improvement programs that recognize the unique health history, profile and risks uniquely by patient

- ___ 8 ___ Personal Health Record (integrated with HRA and auto-populated)
- ___ 4 ___ Electronic Medical Record (for better clinician interactions)
- ___ 3 ___ Risk Identification/stratification services (HRA, biometrics, data mining)
- ___ 13 ___ Health content, ePortal, incentive tracking tools
- ___ 9 ___ Employee Communication Services
- ___ 6 ___ Executive Dashboard/Performance Reporting
- ___ 12 ___ Promoting greater adherence to evidence-based medicine for your population

17. **Question:** Could you provide an overview of any incentive programs designed to encourage employee participation in health risk assessments, biometric screenings/blood draws?

Answer: Currently, a surcharge will be assessed if either employee or spouse covered under the medical plan does not complete the HRA. Additional details may be found in the attached District Benefits Booklet.

18. **Question:** Will the St. Johns County School District provide the formulary or listing of common acute medications referenced in section 9.4.?

Answer: A patient formulary listing has been attached to this addendum.

19. **Question:** Will the St. Johns County School District consider alternative pricing proposals in addition to Option 1 and Option 2 outlined in attachment A?

Answer: The District will not consider alternative pricing options.

20. **Question:** Will the St. Johns County School District consider alternative staffing proposals in addition to what is outlined in section 9.6(4)?

Answer: The District desires to replicate the existing staffing model and is not interested at this time in evaluating other options.

21. **Question:** Will it be possible for the St. Johns County School District to provide more detail in regards to the interface requirements associated with Health Center encounters and medication dispensing interface with the health plan outlined in section 9.7(3)?

Answer: Proposer must have the ability to integrate claims data information with our TPA, currently Florida Blue. Additional interface requirements are not available at this time.

22. **Question:** If the current onsite clinic partner is not awarded the contract, will the St. Johns County School District be interested in retaining the existing staff? If yes, would the District be willing to negotiate with the prior vendor in regards to any non-compete or restrictions presently in place?

Answer: Decision has not been determined at this time.

23. **Question:** Would the St. Johns County School District be interested in exploring telemedicine services as a means of expanding access to employees and dependents?

Answer: Yes, specifically when it comes to follow up appointments for the HRA.

24. **Question:** Does the School District presently own the EMR and is there interest in keeping the same system?

Answer: No, the District does not presently own the EMR. No.

25. **Question:** Does the School District presently own the centralized scheduling system and is there interest in keeping the same system?

Answer: The scheduling system is provided by the current vendor. As stated in the RFP, the successful proposer must provide online appointment scheduling. Information regarding this service should be included in all submitted proposals. Should a new vendor be awarded the RFP, the District would not expect to keep the same scheduling system.

26. **Question:** Are emails, texts, and phone calls all acceptable forms of communication for appointment reminders?

Answer: Yes.

27. **Question:** How will historic data, patient history/physical be retrieved by the clinician?

Answer: Recommendations will be discussed between the District and proposers regarding the most efficient and accurate method of retrieval.

Thank you for your continued participation in the bid process.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Snodgrass".

Patrick Snodgrass
Director of Purchasing



{ YOUR 2015 INSURANCE }

benefits

AT A GLANCE

BROUGHT TO YOU BY THE SJCSO SELF-FUNDED PLAN

2014 OPEN ENROLLMENT

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2015 benefits welcome.

A Note from Your Plan Administrator:

Dear Plan Members:

Welcome to your 2015 Benefits Booklet. The information in this booklet is extremely important for you to read and understand. There are many changes occurring with the medical plan and this booklet is just one resource for you to use to gain the answers that you need. Staff from the benefits office will be coming to your school during the month of October, I encourage you to review this information and then bring your list of questions to them so that they may assist you. You may also view a new presentation linked on the SunGard employee on-line home page. This presentation is different from the video which you may have already viewed.

*One of the changes for the 2015 plan year includes the option of choosing between two medical plans with different plan designs and different premiums. Further, a spousal surcharge will be implemented beginning January 1, 2015 for any employee who has a spouse on the SJCSO medical plan who is offered insurance through an employer sponsored plan outside of the school district. Should they remain on our medical plan, a \$35 per pay period surcharge will be implemented. Employees with spouses on the plan will be required to submit a Spouse Medical Benefits Affidavit to the Human Resources Benefits Department by October 31, 2014.

*Another important change for 2015 is the re-insurance fee. This fee is part of the Affordable Care Act. A \$63 fee per member on the medical plan is required to be submitted to the Department of Health and Human Services. The school board will pay the fee for the employee and the employee will be required to cover the cost of their dependents.

This is a big year for changes. Together, we can work to ensure that we continue to receive these great benefits while improving the fiscal position of the plan. Be well.



Cathy Weber, Director of Benefits & Salaries

**This is subject to board approval and union ratification.*

This Benefits at a Glance booklet is an overview of the comprehensive benefits package offered to you by St. Johns County School District (SJCSO). As an eligible employee, you will have 30 days from your date of hire, or transition to full-time status, to complete your benefit elections. Your benefits will be effective the 1st of the month following 30 days of employment. If you choose not to enroll, or miss the deadline, you will have to wait until the next Annual Enrollment period to enroll, unless you experience a Family Status Change, or a Qualifying Event.

This booklet will assist you in understanding the various benefits which are available to you, effective January 1, 2015 through December 31, 2015. You will also learn about the wonderful online tools that are available for managing your benefits, claims, accessing health & wellness information, and exploring discount programs, at no additional cost!

At SJCSO, we are proud of our benefits package for our associates, which includes group medical, dental, vision, basic life insurance, optional life insurance, LTD, STD, various voluntary products, and our wellness programs. You have the opportunity to participate in benefits which help provide financial protection for you and your family, and encourage healthy living and preventive care.

A complete legal description of the plan is available upon request. If there is any discrepancy between this guide and the official plan documents, the plan documents govern. The benefit options you select will be binding. You will be governed by the terms, provisions and restriction of the plans in which you enroll. Generally, unless you experience a Qualifying Event, your elections will remain in effect for the entire plan year. By completing your enrollment, you authorize St. Johns County School District to deduct contributions from your paycheck, now and in the future, as required under each of the plans.

MEDICAL

(Administered by Florida Blue)

Benefit Description and Cost Sharing	PPO Hospital 1 (Standard Plan)		PPO Hospital 2 (Buy-up Plan)	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Network	Blue Options	Blue Options	Blue Options	Blue Options
Calendar Year Deductible Per Individual Family Aggregate	\$1000 \$3000	\$2000 \$6000	\$300 \$600	\$600 \$1200
Coinsurance	80%/20%	60%/40%	80%/20%	75%/25%
Annual Out of Pocket Maximum	\$5,000/\$13,200 (includes Deductible)	\$6,500/\$20,000 (includes Deductible)	\$5,000/\$13,200 (includes Deductible)	\$6,500/\$20,000 (includes Deductible)
Lifetime Maximum Per Insured	Unlimited	Unlimited	Unlimited	Unlimited
Office Services				
Family Physician	\$30	CYD + coins.	\$30	CYD + coins.
Specialist (no referral needed)	\$60	CYD + coins.	\$50	CYD + coins.
Inpatient Hospital Facility	CYD+ coins.	CYD+ coins.	CYD+ coins.	CYD+ coins.
Outpatient Hospital Surgery Facility	CYD + coins.	CYD + coins.	CYD+ coins.	CYD+ coins.
Emergency Room Facility	\$100 Copay + Ded/ coins.	\$100 Copay + Ded/ coins.	\$100 Copay + Ded/ coins.	\$100 Copay + Ded/ coins.
Urgent Care Center	\$30 Copay	CYD+ coins.	\$30 Copay	CYD+ coins.
Prescription Plans				
Rx - Retail / Mail-order	Mandatory Generic		Mandatory Generic	
Deductible*	\$200 Individual/\$600 Family		N/A	
Generic	\$20/\$40		\$15/\$30	
Formulary Brand name	\$35/\$70		\$30/\$60	
Non-Formulary Brand name	\$55/\$110		\$50/\$100	
Specialty Drugs	Copay		Copay	
<ul style="list-style-type: none"><u>Mandatory generic prescriptions required for all members.</u>Drugs that do not have a generic will pay at the brand name or non-preferred brand name co-pay. Members choosing brand name drugs that have a generic available will pay the brand co-pay plus the difference between the price of the generic and the brand medication.Physician ordered brand prescriptions will be reviewed for “dispensed as written” or medically necessary notation. These prescriptions will be charged at the \$30 brand name co-pay or the \$50 non-preferred brand name co-pay.				
*Copays and mail-order availability applies once the Prescription deductible has been met.				

This is only a summary of benefits and not a contract. Please refer to your summary plan description for complete details.

(Administered by MFB Financial TPA, Inc. dba The Bailey Group)

The Hospital Indemnity Plan is only available to eligible employees who are not enrolled in the Medical plan, at no cost to the employee!*DAILY BENEFIT:**

1st through 10th day.....\$200
 11th through 180th day.....\$100
 Maximum number of days.....180 days

ROUTINE PHYSICAL EXAMINATION:

Benefit includes one exam and/or one Health Risk Assessment (HRA) to be performed only at one of the three St. Johns County School District CareHere Centers. Limited to one exam and/or one HRA every consecutive 12-month period. You do not receive an identification card for this plan and there are no payroll deductions for this benefit.

Claims for reimbursement under the HIP plan shall include a completed HIP Claim Form. Forms can be found on HRConnection.com

VISION PLAN

(Administered by MFB Financial TPA, Inc. dba The Bailey Group)

Please note that there is no vision network. You may use the vision provider of your choice.

EYE EXAM

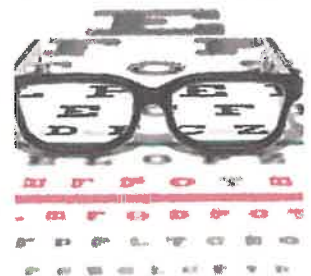
Eye Exam, Maximum Benefit.....\$65
 Benefit percentage payable.....100%
 Limited to one exam every consecutive 12-month period.

OCULAR HARDWARE

Maximum Benefit.....\$150
 Benefit percentage payable.....100%

This benefit may be used for Prescription Contact Lenses, Prescription Eyeglasses/Prescription Frames, or Prescription Sunglasses. The maximum benefit is per member every consecutive 12-month period.

Contact Noelle Szczes or Becky Cromwell at 904.461.1800 or at nsczes@mbaileygroup.com or bcromwell@mbaileygroup.com.



Claims for reimbursement under the VISION plan shall include a completed Vision Claim Form. Forms can be found on the front page of www.HRconnection.com, under Frequently Used Forms.

BASIC LIFE AND AD&D

(Administered by Mutual of Omaha)

PROVIDED BY SJCSO

CLASS	AMOUNT OF LIFE INSURANCE	FULL AMOUNT OF AD&D INSURANCE
All Eligible Employees	Two times your yearly salary (rounded to the nearest \$1000) up to a maximum of \$200,000.00 (free)	
Retirees	A maximum of 50% of the amount in force prior to retirement	

This is only a summary of benefits and not a contract. Please refer to your summary plan description for complete details.

DENTAL PLAN

(Administered by Humana Dental)

GENERAL PROVISIONS	IN-NETWORK BENEFITS (Plan 1)	OUT-OF-NETWORK BENEFITS (Plan 1)	IN-NETWORK BENEFITS (Plan 2)	OUT-OF-NETWORK BENEFITS (Plan 2)
Benefit Year Deductible	\$25 individual / \$50 family			
Benefit Year Maximum	\$1,000 individual Separate Plan Year Maximum per person. Surgical extraction of impacted wisdom teeth—\$1,000.			
COVERED SERVICES	IN-NETWORK BENEFITS (Plan 1)	OUT-OF-NETWORK BENEFITS (Plan 1)	IN-NETWORK BENEFITS (Plan 2)	OUT-OF-NETWORK BENEFITS (Plan 2)
Preventive Services The deductible is waived for preventive services.	Plan pays 100%	Plan pays 100% of PPO Fee Schedule	Plan pays 100%	Plan pays 100% of Usual & Customary charges
Basic Services The deductible is not waived for basic services.	Plan pays 70% after deductible	Plan pays 70% of PPO Fee Schedule after deductible	Plan pays 90% after deductible	Plan pays 90% of Usual & Customary charges after deductible
Major Services The deductible is not waived for major services. The waiting period for Major Services is three months.	Plan pays 50% after deductible	Plan pays 50% of PPO Fee Schedule after deductible	Plan pays 60% after deductible	Plan pays 60% of Usual & Customary charges after deductible
Orthodontic Services The waiting period for orthodontic services is six months.	Plan Percentage Payable 50% Orthodontic Lifetime Maximum per person \$1,000			

LONG-TERM DISABILITY

(Administered by CIGNA)

This CIGNA LTD program covers disabling injuries or sicknesses sustained off the job, after a 90-day elimination period. If you suffer a covered disability while insured by this plan, you'll receive monetary benefits designed to help you maintain your normal lifestyle. Your SJCSO employer provides coverage at 50% of your earnings up to a \$3,000 monthly maximum, at no cost to you.

If you are approved for Long-Term Disability from CIGNA, you will first have the option to resign, or retire, from St. Johns County School District, effective as of your approval date of Cigna's Long-Term Disability Claim. If you do not resign or retire within 10 days from Cigna's LTD approval date, you will receive a termination letter from SJCSO, effective as of your approval date for LTD.

PROVIDED BY SJCSO

This is only a summary of benefits and not a contract. Please refer to your summary plan description for complete details.

St. Johns County School District On-Site Health Centers

(Funded by the St Johns County School District Self-Funded Medical Plan)

Locations

O'Connell Health Center at Mill Creek: 3720 International Golf Parkway

St. Johns County School District Employee Health Center at Pedro Menendez: 600 State Road 206 W

St. Johns County School District Employee Health Center at Nease: 10550 Ray Rd., Ponte Vedra Beach



Available Services

- EAP
- Primary Care, Urgent Care, Chronic Care
- Diabetic Management Program
- Majority of top utilized generic drugs¹
- Registered Dietician
- Exercise Physiologist
- Lab work
- Digital X-ray (Nease & Menendez locations only)
- Routine/Preventive
- All services will be provided to employees, dependents age 12 years and older, and retirees covered under the St. Johns County School District Self-Funded Medical Plan.

Prescriptions:

Did you know you can get generic prescriptions for **free** with CareHere? Just make an appointment with the CareHere provider of your choice to take advantage of filling your prescriptions for free! CareHere also offers a 90-day mail-order program! Please note that the Health Centers are a dispensary for prescriptions, not a pharmacy. This means you must schedule a medical appointment with a Health Center Physician to receive prescriptions at the Health Center. Not all prescription drugs are available at the Health Centers. Check out www.HRConnection.com for a current formulary list available at the CareHere Health Centers!

Using the
CareHere
Clinic saves
you money!

Employee Cost	Health Centers
Deductible	\$0
Coinsurance	None
Co-Pays	\$0
Rx Co-Pays ¹	\$0
Diabetic Testing Supplies	\$0



Onsite Health Center Operating Hours*

O'Connell
M, F: 8 am - 5 pm
T: 7 am - 5 pm
W: 10 am - 7 pm
Th: 7 am - 7 pm
Extended Lab Hours
Th: 6:30 am - 10:30 am

Pedro Menendez
M, W, Th, F: 8 am - 5 pm
T: 10 am - 7 pm
Extended Lab Hours
W: 6:30 am - 10:30 am

Nease
M, T, W, F: 8 am - 5 pm
Th: 10 am - 7 pm
Saturday: 9 am - 1 pm
Extended Lab Hours
Th: 6:30 am - 10:30 am

**All Health Centers are closed for lunch from 1 - 2 pm when clinic hours are from 8 - 5 pm, and from 2 - 3 pm when clinic hours are 10 - 7 pm.*

St. Johns County School District
On-Site Health Centers

CareHere!



Your **attitude** and **actions** are
contagious to those around you.

Whether you are a young adult, a parent with children depending on you for their healthcare needs, or an individual preparing for your "Golden Years," the actions and attitude of preventive healthcare and wellness are critical for long-term health.

Preventive care is about more than just you. Yes, preventive care reduces your health risks, but healthy living influences those around you to live better as well. When you decide to live a healthier life, you are deciding to positively influence others to live that way as well.

This list of preventive services are examples of the types of preventive services you can take advantage of by scheduling an appointment to be seen in the health & wellness center.

CareHere abides by all federal HIPAA and confidentiality regulations.

Preventive Care

Services with CareHere!

- Wellness Programs
- Health Coaching
- Physicals (Sports and Annual)
- Flu Vaccines
- Skin Cancer Screenings
- PSA Testing
- Fecal "Stool" Testing
- Well-woman Exams

Connect with us, and learn more about CareHere!
877.423.1330 • www.CareHere.com • 

WellAwards Chance Drawing:

All benefit eligible St. Johns County School District employees only (no dependents) enrolled in the Self Funded Medical Plan or the Hospital Indemnity Plan will have the chance to earn up to **\$100** by participating in health management, health education, physical health, and preventive health programs!

By participating in the WellAwards activities each session, employees have a chance to earn rewards far beyond better health! At the end of each award session, the District will award a one-time payroll increase of \$50 to 80 randomly chosen participants who earn at least 5 drawing entries for the session.

To explore the activities offered, to print a drawing entry form (pictured below), for a listing of site coordinators, and to read program updates and Frequently Asked Questions please visit the "Wellness" tab at www.hrconnection.com!

Please join us in this program that encourages employees to maintain healthy behaviors or adopt new healthy behaviors by eating better, exercising more, managing stress, and controlling health conditions.

Here's How It Works!

- Complete your choice of wellness activities listed on entry form (example to the right)
- Earn at least 5 drawing entries to qualify for the session's WellAwards Drawing—the more entries you earn the more chances you have to win
- Submit a WellAwards Form and if required, activity verification by the final day of the session
- Be entered to win one of 80 one-time \$50 payroll increases!

The image shows two overlapping sample forms for the WellAwards program. The top form, titled "WellAwards Program Detail", provides information about the program's purpose, eligibility, and rules. It mentions that the program is designed to encourage healthy behaviors and that participants can earn up to \$100 by participating. The bottom form, titled "WellAwards Drawing Entry", is a checklist for participants to track their activities. It includes sections for "Fall/Winter" and "Spring/Summer" sessions, with various activities listed and checkboxes for completion. The forms also include fields for personal information like name, email, and phone number, and a section for drawing entries.

REASONABLE ALTERNATIVE:

If it is unreasonably difficult due to a health factor for you to meet the requirements under this program (or if it is medically inadvisable for you to attempt to meet the requirements of this program), we will make available a reasonable alternative standard for you. Please contact Madison Cofield at 904-461-1800 to inquire about reasonable alternatives.

Health Risk Assessment (HRA) Surcharge Program Guidelines for 2015

The St. Johns County School District (SJCSD) is pleased to announce improvements to the Health Risk Assessment Surcharge Program. Beginning with the 2014 Benefit Year, all members that meet the following qualifications will have the opportunity to complete a HRA at one of the St. Johns County School District's three health centers only and have a premium surcharge per pay period waived. Members who choose not to complete their HRA at a SJCSD CareHere facility during the time frame noted below will be subject to a premium surcharge.

Members required to participate:

1. Active employees and their spouses covered under the Medical Plan.
2. Retirees and covered spouses under age 65 covered under the Medical Plan.

Members not required to participate:

1. Active employees covered under the Hospital Indemnity Plan.
2. Retirees and covered spouses over 65 covered under the Medical Plan.
3. Retirees and their spouses covered under Group Medicare
4. Dependent Children covered under the Medical Plan.

The **Health Risk Assessment Surcharge Program (HRA)** is a blood draw, which is a 22 panel blood work-up **AND** one follow-up visit with a Health Center physician to review your lab results. The HRA Surcharge Program is required to be completed at one of the 3 health center locations **ONLY**: O'Connell Health Center, Nease Health Center, or Pedro Menendez Health Center. HRA results are private, confidential, and are not shared with St. Johns County School District. **You can download your lab results online and take them to your own physician if you choose.**

HRA Requirements January 1, 2015 through November 15, 2015

- Employees born in an ODD year and covered under the medical plan are required to complete the HRA in 2015 (e.g., 1963).
- Spouse of an employee covered under the medical plan is required to complete HRA by following employee's birth year, regardless of the spouse's birth year (e.g., 1966).
- This does not apply to enrolled dependent children regardless of age.
- \$20 surcharge per pay period will be assessed for 2 years effective January 15, 2016 through December 31, 2017, if either employee or spouse covered under the medical plan does not complete HRA in 2015.
- \$10 surcharge per pay period will be assessed for 2 years effective January 15, 2016 through December 31, 2017, if employee covered under the medical plan does not complete HRA in 2015.

Exceptions for the HRA Surcharge Program will be considered on a case by case basis for extreme extenuating circumstances. Exception requests need to be sent to Cathy Weber at Cathy.Weber@stjohns.k12.fl.us or mailed to 40 Orange Street, St. Augustine, FL, 32084. Exceptions must be received by **July 31, 2015. If you have previously submitted an exception request in years' past, you will need to submit a new request this year by the date above. Please note that St. Johns County School District does not receive the individual results of any member's Health Risk Assessment. CareHere only sends notification that it has been completed.*

STEP 1: Make an appointment to have your blood drawn onsite only at a CareHere Center.

STEP 2: Complete your blood draw via CareHere and schedule a follow-up appointment to review your results.

STEP 3: Review your results onsite with a physician at a CareHere Center.

Please note the HRA process is not complete until the member reviews their results at a follow-up appointment with one of the St. Johns County School District CareHere Physicians.

2015 benefits

SELF-FUNDED INSURANCE

(RATES 2014 - 2015)

*Rates are subject to change based upon negotiations, insurance committee recommendations, or board action.***rates:**

	19 Pay Periods	9/15/2014—6/15/2015
<u>MEDICAL - PPO HOSPITAL 1</u>	Employee Pays:	SJCSD Pays:
Single	\$56.23	\$279.32
Family with 2*	\$108.12 (\$54.06 per employee)	\$685.84 (\$342.92 per employee)
Family	\$240.63	\$553.34
<u>MEDICAL - PPO HOSPITAL 2</u>		
<u>(BUY-UP PLAN)</u>		
Single	\$68.59	\$279.32
Family with 2*	\$166.60 (\$83.30 per employee)	\$685.84 (\$342.92 per employee)
Family	\$299.11	\$553.34
<u>HOSPITAL INDEMNITY ONLY</u>	\$0.00	\$279.32
<u>DENTAL Plan 1</u>		
Single	\$0.00	\$15.76
Family with 2*	\$1.88 (\$0.94 per employee)	\$31.52 (\$15.76 per employee)
Family	\$17.64	\$15.76
<u>DENTAL Plan 2</u>		
Single	\$4.97	\$15.76
Family with 2*	\$18.12 (\$9.06 per employee)	\$31.52 (\$15.76 per employee)
Family	\$33.88	\$15.76
<u>VISION</u>		
Single	\$0.00	\$5.20
Family with 2*	\$3.08 (\$1.54 per employee)	\$5.69 (\$5.20 No Dependents Attached)
Family	\$7.02	\$6.32

- (1) Any Open Enrollment insurance changes will cause a higher premium amount, effective January 1, 2015, rather than amounts stated above. Premiums will have a "Pro-Rated" amount beginning December 14, 2014 through June 15, 2015 for insurance coverage through September 30, 2015. In school year 2015—2016, premiums will then revert back to the Premium Rates stated above.
- (2) *Family with 2 - Both you and your spouse are employed full-time with SJCSD. The total premiums will be divided equally among BOTH employee's paychecks. Family with 2 with no dependents will each be charged the single rate.
- (3) If you cover a spouse on SJCSD medical plans, and they have coverage offered through their employer, you will be assessed a \$35 Spousal Surcharge in addition to your per-pay-period medical deduction. (Subject to board approval and union ratification.)
- (4) Each employee who covers dependents (spouse, child(ren)) will be assessed a \$63 PPACA (Affordable Care Act) fee that will be deducted over 19 paychecks. For example, if you cover 2 dependents, you will pay \$126, which is \$6.63 per paycheck when spread over 19 paychecks.
- (5) Please note: Premium deductions are taken out pre-tax with your permission.

VOLUNTARY LIFE INSURANCE

(Administered by Mutual of Omaha)

- **For Yourself:** An amount between \$10,000 and \$1,000,000, in increments of \$10,000 not to exceed 4 times your basic annual earnings. You will need to fill out an Evidence of Insurability (EOI) and it will be subject to approval from Mutual of Omaha.
- **For Your Spouse:** An amount between \$5,000 and \$150,000, in increments of \$5,000 and up to a maximum equal to one-half of the employee's coverage. You will need to fill out an EOI for your spouse and it will be subject to approval from Mutual of Omaha.
- **For Your Child(ren):** Get a \$10,000 policy for \$1.23 a month. This covers each child up to \$10,000.
- **Apply online at www.mutualofomaha.com/signup/StJohnsCountySchoolDistrict** (website is case sensitive)
- Your life insurance benefits and guarantee issue amounts are subject to age reductions. At age 70, amounts reduce to 67%. At age 75+, amounts reduce to 50%. Spouse coverage terminates at age 70. Employee coverage terminates at retirement.

MONTHLY COST FOR EMPLOYEE / SPOUSE			
AGE	LIFE INSURANCE POLICY		
	\$50,000	\$100,000	\$250,000
Under 25	\$3.00	\$6.00	\$15.00
25-29	\$3.60	\$7.20	\$18.00
30-34	\$4.80	\$9.60	\$24.00
35-39	\$5.40	\$10.80	\$27.00
40-44	\$6.00	\$12.00	\$30.00
45-49	\$8.95	\$17.90	\$44.75
50-54	\$13.75	\$27.50	\$68.75
55-59	\$25.70	\$51.40	\$128.50
60-64	\$39.50	\$79.00	\$197.50
65-69	\$75.95	\$151.90	\$379.75
70+	\$123.20	\$246.40	\$616.00



VOLUNTARY LONG-TERM DISABILITY

(Administered by CIGNA)

- You can sign up for an additional 10% of coverage giving you long-term disability insurance of 60% of your earnings up to a \$5,000 monthly maximum. There is no guaranteed issue for the additional 10% buy-up, and you will be required to complete the enrollment form and Evidence of Insurability (EOI), subject to approval by CIGNA.
- **Pre-Existing Condition Limitation:** A pre-existing condition is any injury or illness for which you have consulted a physician (or for which a reasonable person would have consulted a physician), received medical treatment, care or services (including diagnostic measures), taken prescribed drugs or medicines, or incurred expenses during the 3 months prior to the effective date of your insurance. If you become disabled due to a pre-existing condition, you will not receive benefits unless your disability begins more than 12 months after the effective date of your coverage.
- Forms can be found on HRConnection.com or SunGard, Employee On-Line, under **Benefits Summary** select **Additional Benefits Forms**. The effective date for voluntary LTD insurance coverage and premiums will be the approval date from Cigna, which may be after January 1, 2015.
- If you are approved for voluntary LTD from CIGNA, you will first have the option to resign, or retire, from St. Johns County School District, effective as of your approval date of CIGNA's LTD Claim. If you do not resign or retire within 10 days from CIGNA's LTD approval date, you will receive a termination letter from SJCS, effective as of your approval date for LTD.

TO CALCULATE YOUR MONTHLY COST: Monthly Pay X .12 ÷ 100 = Monthly Premium (If you make \$2,000 a month: \$2,000 X .12 ÷ 100 = \$2.40 a month!)

This is only a summary of benefits and not a contract. Please refer to your summary plan description for complete details.

SHORT-TERM DISABILITY

(Administered by CIGNA)

Voluntary:

Short-term Disability (STD) coverage protects you when an illness, accident* or maternity leave has kept you out of work. This coverage will pay you 60% of your weekly covered earnings.

- ALL OF YOUR SICK LEAVE BALANCE MUST BE USED PRIOR TO WEEKLY BENEFITS BEING PAID TO YOU
- AVAILABLE TO ALL EMPLOYEES WORKING 25 HOURS OR MORE PER WEEK (Percentage teachers are eligible for STD)
- MAXIMUM BENEFITS ARE \$1,000 PER WEEK
- COVERAGE IS PAID BY THE EMPLOYEE

The Pre-existing Condition Limitation will apply to any increases in benefits. This limitation will not apply to a period of disability that begins after an Employee is covered for at least 12 months after his or her most recent effective date of insurance, or the effective date of any added or increased benefits.

*Please note that this Short-Term Disability policy does not pay you benefits for work-related injuries covered by Workers' Compensation.

three plans to choose from:

OPTION 1 - PAYS AFTER 10 DAYS OF AN INJURY AND/OR SICKNESS.

OPTION 2 - PAYS AFTER 20 DAYS OF AN INJURY AND/OR SICKNESS.

OPTION 3 - PAYS AFTER 30 DAYS OF AN INJURY AND/OR SICKNESS.

- Guaranteed issue was available when you first became eligible for benefits. After this period, it is not a guarantee issue and you will need to provide evidence of insurability, subject to approval by CIGNA.
- Please complete Cigna's STD Enrollment form AND Cigna's STD Evidence of Insurability form and submit to Michelle Price, HR, no later than **October 31, 2014**. Forms can be found on HRConnection.com or login to SunGard, select Employee On-Line, under **Benefits Summary**, select **Additional Benefits Forms**. The effective date for STD insurance coverage and premiums will be the approval date from CIGNA, which may be after January 1, 2015.
- Use the "Short-Term Disability Calculator" under "Frequently Used Forms" on www.HRconnection.com or login to SunGard, Employee On-Line, under **Benefits Summary**, select **Additional Benefits Forms** to calculate your rates!

MONTHLY RATES PER \$10 OF COVERED BENEFIT

If you are between these ages:	OPTION 1	OPTION 2	OPTION 3
Age 54 and Under	\$0.59	\$0.32	\$0.23
55 - 59	\$0.65	\$0.35	\$0.25
60 - 64	\$0.76	\$0.41	\$0.29
65 & Over	\$0.83	\$0.45	\$0.32

For example: If you are 40, earning \$40,000 annually, and choose Option 1, your weekly benefit is \$461.54.

SHORT-TERM DISABILITY—OPTION 1

Your Monthly Cost: $\$40,000/52 = \$769.23 \times 0.60 = \$461.54 \times \$0.59 = \$272.31/10 = \27.23 monthly/20 or 24 PP =

\$16.34 = Deduction for Employee with 20 Pay Periods

\$13.62 = Deduction for Employee with 24 Pay Periods

Free services:

Identity Theft Program: Call 1.888.226.4567 if you suspect you might be a victim of identity theft

Will Preparation Program: Visit CIGNAwillcenter.com to get started! **Healthy Rewards Program:** Visit CIGNA.com/rewards (password: savings) and print out a Healthy Rewards ID card or call 1.800.258.3312!

This is only a summary of benefits and not a contract. Please refer to your summary plan description for complete details.

FLEXIBLE SPENDING ACCOUNT

(Administered by AmeriFlex)

WHAT ARE THE BENEFITS OF AN AMERIFLEX FSA?

- NO taxes on the amount(s) that are deducted from your paycheck and deposited to your FSA account!
- Online services at <http://www.flex125.com>! Track your FSA account online!
- Eliminate paper claims!
- Use your FSA card to pay for qualified expenses without sending in receipts!
- Pay for Dependent Day Care with the same card you use for Medical FSA!!!
- Order your pharmacy items through the AmeriFlexRx online drug store TAX FREE with FREE SHIPPING!



WHAT IS A FLEXIBLE SPENDING ACCOUNT (FSA)?

- A FSA is an IRS regulated Section 125 plan which allows you to have money deducted from your paycheck before taxes are determined and deposited into an account that you can use for unreimbursed medical expenses or dependent daycare expenses.

WHAT ARE SOME EXAMPLES OF ELIGIBLE MEDICAL EXPENSES?

- Your annual medical and dental plan deductibles, and Your annual medical, dental and vision co-insurance expenses
- Prescription co-pays
- Mileage for medical, dental and vision appointments
- Any IRS approved Medical Expense in accordance with IRS publication 502 even if it is not covered under the medical or dental plans

WHAT ARE ELIGIBLE DEPENDENT DAYCARE EXPENSES?

- Daycare for children under the age of 13, disabled spouses, dependent parents

WHAT ARE THE CHANGES TO OVER-THE-COUNTER (OTC) RULES DUE TO HEALTH CARE REFORM?

- You are required to file a paper claim form in order to be reimbursed for all OTC medicines for which a prescription is required.
- OTC items which are not considered a medicine or drug will not require a prescription and therefore, you will still be able to use your debit card to pay for these items at a pharmacy/drug store, just as you have in the past: Acne creams, anti-fungal foot medication, antiseptics and wound cleaners, band aids, braces and supports, catheters, denture adhesives, diabetic testing and aids, diagnostic tests and monitors, elastic bandages and wraps, eye care and contact lens supplies, family planning kits, fiber laxatives, first aid supplies, hearing aid batteries, infant electrolytes and dehydration solutions, infant teething pain supplies, insulin and diabetic supplies, nebulizers, orthopedic aids, ostomy products, reading glasses, smoking deterrents, syringes, thermometers, wheelchairs, walkers and canes.

WHAT IS THE MAXIMUM THAT I CAN DEPOSIT INTO EACH ACCOUNT EACH YEAR?

- Unreimbursed Medical FSA - \$2,500.00
- Dependent Day Care FSA - \$5,000.00

HOW DO I ELECT TO PARTICIPATE IN THE FSA PLANS?

- Each year you must login to SunGard, select Employee On-Line, under "Benefits Summary," select Flex Spending Medical/Dependent Day Care 125, input the annual amount you elect to contribute for calendar year (January 1, 2015 - December 31, 2015), and SAVE.

WHAT IF I DO NOT USE ALL OF THE FUNDS THAT ARE IN MY FLEXIBLE SPENDING ACCOUNT(S)?

Plan Carefully! If you do not use the funds by the end of the year you will lose the funds. The funds will not roll over to your account for the next year. For example, 2014 funds will not roll over to 2015. They will remain in the general FSA account to be used for administrative purposes. Please note that this is an IRS regulation.

Employee Assistance Program (EAP)

What is an Employee Assistance Program (EAP)?

Part of the wellness program for St. Johns County School District employees is an Employee Assistance Program (EAP). An EAP can provide the help you need to get through tough times. **It is a voluntary and confidential counseling service.** Employees and family members may access the EAP to assist them in coping with the stress of everyday life. All services are designed to help maintain emotional well-being, as well as a productive role in the workplace and at home. Services include help with the following problems: abuse, adolescents, aging parents, alcohol/drug abuse, eating disorders, grief, child behavioral disorders, ADD/ADHD, school problems, smoking cessation, stress, and depression.

Who is the EAP Provider?

Dr. Townsend & Associates, PA is staffed by experts in various disciplines who are trained to diagnose and assist people in finding solutions to problems. If you or a family member have a problem, call (904) 797-2705 to set up an appointment. The SJCS D Employee Assistance Program (EAP) is designed to ensure confidentiality at all times. If you are a self-referral, no one employed by the SJCS D will know of your contact with the EAP (to the extent permitted by law). If you are referred by your supervisor, only limited information can be released, and that is only with your specific written permission. People will have problems that sometimes spill over into their personal or professional lives. Usually, the individual solves them alone. Sometimes people are unable to solve these problems without help. It is our belief that most problems can be resolved if professional help is available. This help is provided at no cost for SJCS D employees for their first three EAP visits.

St. Augustine

9 St. Johns Medical Park Dr.

St. Augustine, FL 32086

(904) 797-2705

O'Connell Health Center

3740 International Golf Pkwy

St. Augustine, FL 32092

(904) 797-2705

Palatka

6910 Old Wolf Bay Road

Palatka, FL 32177

(904) 797-2705

Dependent Eligibility Documents

If you have not provided dependent eligibility documentation in the past for your dependents on Medical/Dental/Vision, you will need to provide during October 2014 for Open Enrollment.

For Spouse:

*A Certified copy of your Marriage Certificate **AND one of the following**

*A copy of the front page of your 2013 or 2014 federal tax return confirming this dependent is your spouse OR a document **dated within the last 60 days** such as a recurring monthly household bill.

The document must list your spouse's name, the date and your mailing address.

For Children up to age 26:

*A copy of the child's birth certificate or adoption certificate naming you or your spouse as the child's parent. If you are covering a stepchild and your spouse is not a covered dependent, you must also provide documentation of your current relationship to your spouse as requested above.

For Disabled Children age 26 or older:

* A copy of the child's birth certificate (or hospital birth record) AND Evidence of Social Security Disability (SSD) showing parent/guardian and dependent names.

Documents may be emailed to Benefits_Documentation@stjohns.k12.fl.us by October 31, 2014.

OPEN ENROLLMENT

Open Enrollment is the annual opportunity for employees to make changes to their Medical, Dental, Vision, Long-Term Disability, Short-Term Disability Voluntary Life, and Flexible Spending Accounts (Medical and/or Dependent Care) benefits for the upcoming benefit year.

THIS YEAR'S OPEN ENROLLMENT PERIOD WILL BE HELD OCTOBER 1—OCTOBER 31, 2014.

MEDICAL/DENTAL/VISION INSURANCE INSTRUCTIONS FOR OPEN ENROLLMENT

STEP 1: Enter Dependent Information

In the **Benefits Summary** section on the left, select **Family Info**. Complete all of the following information for every dependent you want covered on any insurance benefit (Medical, Dental, Vision, or Additional Life).

Add your dependent's First, Middle, Last Name (if they have a suffix, enter Last Name Suffix (e.g. Smith Jr)), Relationship, Date of Birth, Social Security Number (do not enter all 0 or all 9; must enter a legitimate Social Security Number), Gender, and check the box next to Address if they have the same address as you. If they do not have the same address, enter their address and phone number. You do not need to fill out any other information on this screen. Click **SAVE** button at the bottom of the page to save the dependent data. Click the **BACK** button to return to the Family Info screen, and add the next dependent. Do this for every dependent you want covered on any insurance.

Family with 2: Both you AND your spouse are full-time employees with St. Johns County School District. The total premium is divided among BOTH employees' paychecks.

- **Male spouse of the family with 2** is required to add ALL of their dependents under Family Info in Employee Online. Then, he will select all of his dependents who are to be covered under Medical, Dental, and Vision insurance, and select **Family with 2**.
- **Female spouse of the family with 2** will NOT have any dependents. She will select **Family with 2 – No dependents** for Medical, Dental, and Vision insurance.

STEP 2: Change Insurance

Login to SunGard and click on the Employee On-Line tab. In the **Benefits Summary** section on the left, select **Current Insurance**: Add, Change, or Terminate Hospital, Dental, Vision, or Indemnity.

To add or change coverage:

For each benefit you would like to modify, select the coverage type (such as HOSPITAL, DENTAL, VISION), then select the Plan Name (such as HOSPITAL 1) and choose the pre-tax or post-tax plan option. On the **Switch Insurance Benefit** or **Update Insurance Benefit** screen if modifying the current insurance plan (e.g. moving from Single to Family), select the coverage category that you want to enroll in and select the dependents to enroll by clicking in the box next to their name. In the Change Events dropdown box, click on "Open Enrollment." Enter "Effective 1/1/15" in the Reason for Change text box. Save and move on to the next benefit you're updating. The status will change to PENDING for any benefits modified during Open Enrollment.

To terminate employee/dependents from coverage:

For each benefit you would like to modify, select the coverage type (such as HOSPITAL, DENTAL, VISION), then select the Plan Name (such as HOSPITAL 1) and choose the pre-tax or post-tax plan option. On the **Switch Insurance Benefit** or **Update Insurance Benefit** screen if modifying the current insurance plan (e.g. removing child from plan), click the link beside the coverage category, such as Single, that you want to change. Select the dependents to discontinue by unchecking the box next to their name. Click on the Change Event dropdown box to click on "Open Enrollment." Enter "Effective 1/1/15" in the Reason for Change text box. Save and move on to the next benefit you're updating. The status will change to PENDING for any benefits modified during Open Enrollment.

Delete Pending Open Enrollment Changes:

Select **Current Insurance**: Add, Change, or Terminate Hospital, Dental, Vision, or Indemnity to delete pending changes. On the **Current Eligible Insurance Benefit** screen, select the appropriate benefit (HOSPITAL, DENTAL, VISION). On the **Update Insurance Benefit** screen, click on the box "Delete this request" button, click **SAVE**.

STEP 3: Submit Dependent Eligibility Documents

If you submitted your dependent's eligibility documents during the Dependent Verification Audit, April 2013, or after to the Benefits Department, who you are enrolling or increasing coverage for Open Enrollment 2015, into Hospital, Dental, Vision, or Additional Life insurance, **you are not required to resubmit the dependent eligibility documents.**

For each dependent you are enrolling/updating for Medical, Dental, Vision, or Additional Life insurance, you must provide a copy of valid Dependent Eligibility Document(s). Documents must be emailed to Benefits_Documentation@stjohns.k12.fl.us by October 31, 2014.

If all three steps above are not completed, by Friday, October 31, 2014, the PENDING status on the "Current Eligible Insurance Benefits screen," will be changed from PENDING to ACTIVE status. The Active status will either revert back to your previous insurance coverage and/or the dependent(s) that were in the Pending Status will not be enrolled in your current insurance coverage.

Open Enrollment Directions for Voluntary Life Insurance, Disability Insurance, and Flexible Spending Accounts are located in SunGard, in Employee Online, under Benefits Summary in Additional Benefits Forms or under the Medical/Dependent Daycare 125 sections.

FEDERAL NOTICES

St. Johns County School District Self-Funded Medical Plan Privacy Notice

The full privacy notice can be viewed on your benefits website, www.HRconnection.com. If you do not have computer access, please contact Virginia Schulze at The Bailey Group at 904-461-1800 to be mailed a copy.

Section 125 Qualifying Events & Benefit Election Changes

Under IRC § 125, you are allowed to pay for certain group insurance premiums with tax-free dollars. This means your premium deductions are taken out of your paycheck before federal income and Social Security taxes are calculated. You must make your benefit elections carefully, including the choice to waive coverage. Your pretax elections will be in effect January 1—December 31, unless you experience an IRS-approved qualifying event. A qualifying event, also known as a "Family Status Change," is a change in your personal life that may impact you or your dependents' eligibility for benefits under the St. John's County School District Self-Funded Medical Plan. Qualifying events include, but are not limited to:

- Marriage or divorce;
- Death of spouse or other dependent;
- Birth or adoption of a child;
- A spouse's employment begins or ends;
- A dependent's eligibility status changes due to age or employment status; and
- You or your spouse experience a change in work hours that affects benefit eligibility.

All benefit plan changes must be necessitated by and consistent with the Family Status Change rules and that change must be acceptable under the Health Insurance Portability Act (HIPAA).

The following items must be completed and forms and documentation submitted to Michelle Price, HR, within thirty (30) days of the qualifying event in order to be approved.

- (1) Login to SunGard and request Insurance Changes.
- (2) Submit completed Family Status Change and Self-Funded Enrollment forms.
- (3) Submit Dependent Eligibility Documents for each dependent.

Women's Health & Cancer Rights Act of 1998 (WHCRA) Model Notice

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- all stages of reconstruction of the breast on which the mastectomy was performed;
- surgery and reconstruction of the other breast to produce a symmetrical appearance;
- prostheses; and
- treatment of physical complications of the mastectomy, including lymphedema.



We know how difficult it can be to make a phone call during normal business hours. That is why the after-hours phone line is available to answer your medical plan questions. If you have a claim issue or question about your coverage, we are here to help. The extended hours are: Monday, Tuesday and Wednesday from 6 PM—8 PM. Please contact Ellen Dixon at 547-7561.

Medicaid and the Children's Health Insurance Program (CHIP)

Offer Free Or Low-Cost Health Coverage To Children And Families

If you are eligible for health coverage from your employer, but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their health premiums. If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, you can contact your State Medicaid or CHIP office to find out if premium assistance is available. If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan. Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, your employer's health plan is required to permit you and your dependents to enroll in the plan – as long as you and your dependents are eligible, **but not already enrolled in the employer's plan**. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. The following information for Florida is current as of January 31, 2012. You should contact the State of Florida for further information on eligibility – Florida Medicaid: Website: <https://www.flmedicaidtplecovery.com> Phone: 1-877-357-3268.

Notice to Employees in a Self-Funded Nonfederal Governmental Group Health Plan

Under a Federal law known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, group health plans must generally comply with the requirements listed below. However, the law also permits State and local governmental employers that sponsor health plans to elect to exempt a plan from these requirements for any part of the plan that is "self-funded" by the employer, rather than provided through a health insurance policy. St. Johns County School District has elected to exempt the St. Johns County School District Self-Funded Medical Plan from the following requirements:

Parity in the application of certain limits to mental health benefits

Group health plans (of employers that employ more than 50 employees) that provide both medical and surgical benefits and mental health or substance use disorder benefits must ensure that financial requirements and treatment limitations applicable to mental health or substance use disorder benefits are no more restrictive than the predominant financial requirements and treatment limitations applicable to substantially all medical and surgical benefits covered by the plan. This basically means that your current mental health and substance abuse benefits provided under the St. Johns County School District Self-funded Medical Plan will not be changed. The exemption from these Federal requirements will be in effect for the 2015 Plan Year beginning 1/1/2015 and ending 12/31/2015. The election may be renewed for subsequent plan years. HIPAA also requires the Plan to provide covered employees and dependents with a "certificate of creditable coverage" when they cease to be covered under the Plan. There is no exemption from this requirement. The certificate provides evidence that you were covered under this Plan, because if you can establish your prior coverage, you may be entitled to certain rights to reduce or eliminate a preexisting condition exclusion if you join another employer's health plan, or if you wish to purchase an individual health insurance policy. If you have any further questions, please contact Virginia Schulze at The Bailey Group at 904-461-1800.

FEDERAL NOTICES

IMPORTANT NOTICE ABOUT YOUR PRESCRIPTION DRUG COVERAGE & MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with St. Johns County School District and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. St. Johns County School District has determined that the prescription drug coverage offered by the St. Johns County School District Self-Funded Medical Plan & Florida Blue is, on average for all participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join a Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from November 15th through December 31st. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens to Your Current Coverage if You Decide to Join a Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current SJCSO Self-Funded Medical Plan prescription coverage will be affected. You can not keep your coverage with the SJCSO if you elect Part D coverage. If you decide to join a Medicare drug plan and drop your current coverage under the SJCSO Self-Funded Medical Plan, be aware that you and your dependents will not be able to get this coverage back. See pages 7-9 of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible Individuals Guidance (available at <http://www.cms.hhs.gov/CreditableCoverage/>), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D.]

When Will You Pay a Higher Premium (Penalty) to Join a Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with the SJCSO Self-Funded Medical Plan and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have the coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to join.

For More Information About This Notice or Your Current Prescription Drug Coverage...

Contact your Human Resources Department. **NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage with Florida Blue changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You will get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov.
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help.
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

REMEMBER: Keep this Creditable Coverage notice. If you decided to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty). If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Date: October 1, 2014
 Name of Entity/Sender: St. Johns County School District
 Contact/Position: Virginia Schulze, Account Executive, The Bailey Group
 Address: 1200 Plantation Island Drive, Suite 210, St. Augustine, FL 32080
 Phone Number: (904) 461-1800

contacts:

Medical Plans & Prescription Drug:

Florida Blue, Group #63316

PO Box 1798

Jacksonville, FL 32231

1-800-352-2583

www.floridablue.com

Dental Plans:

Humana Dental, Group #673584

PO Box 14611

Lexington, KY 40512

1-800-233-4013

www.humanadental.com

Vision & Hospital Indemnity Plans:

MFB Financial, TPA

1200 Plantation Island Dr. S., Suite 210

St. Augustine, FL 32080-3115

1.866.826.1800 Toll Free Office

1.904.461.1800 Office

1.904.461.1775 Fax

HR Benefits Contacts:

Michelle Price, Benefits Supervisor, 904-547-7549

Cathy Weber, Dir. Benefits & Salaries, 904-547-7610

Chris Hector, Benefits Clerk, 904-547-7760

Julie Ritter, Executive Secretary, 904-547-7610

Life Insurance (Basic & Voluntary):

Mutual of Omaha, Group Life Claims

Mutual of Omaha Plaza

Omaha, NE 68175-0001

1-800-775-8805 - Claims Office

FSA/Dependent Day Care:

AmeriFlex

ATTN: Claims Dept.

PO Box 269009

Plano, TX 75026

1-888-868-FLEX (3539) Ext. 121 1-888-631-1038 Fax

www.flex125.com

SJCSD Insurance Committee

Cathy Weber - Plan Administrator

Lois Corpuz - SJESPA

Carolyn Coffey - SJESPA

Phyllis Coppola - SJESPA

Dawn Chapman - SJEA

Kelly Abbatinuzzi - SJEA

Kathleen Mitchell - SJEA

Michael Degutis - Administration

Brennan Asplen - Administration

Tim Forson - Administration

Bill Mignon - School Board Representative

LOCAL REPRESENTATIVE

Receptionist—1.904.461.1800

Mark Bailey, President of The Bailey Group

Allison Proffitt, Account Executive

Virginia Schulze, Account Executive

Becky Cromwell, Account Executive

Ellen Dixon, Account Executive

Toll Free—1.866.826.1800

m Bailey@mbaileygroup.com

aproffitt@mbaileygroup.com

vschulze@mbaileygroup.com

bcromwell@mbaileygroup.com

ellen.dixon@stjohns.k12.fl.us, 904.547.7561



St. John's School District, FL

CLINIC DISPENSARY

Patient Formulary Listing-By Generic Name



Generic Name	Strength	Form	QTY	Brand Name
FOR DEPRESSION				
amitriptyline	10mg	Tab	90	Elavil
amitriptyline	25mg	Tab	90	Elavil
bupropion HCl	100mg	Tab	90	Wellbutrin
bupropion SR	150mg	SR Tab	60	Wellbutrin SR
bupropion hcl XL	150mg	XL Tab	90	Wellbutrin XL
buspirone	10mg	Tab	90	Buspar
citalopram	20mg	Tab	100	Celexa
citalopram	40mg	Tab	100	Celexa
fluoxetine	10mg	Cap	90	Prozac
fluoxetine	20mg	Cap	90	Prozac
mirtazapine	15mg	Tab	30	Remeron
paroxetine	10mg	Tab	90	Paxil
paroxetine	20mg	Tab	90	Paxil
paroxetine	40mg	Tab	90	Paxil
sertraline	100mg	Tab	90	Zoloft
sertraline	50mg	Tab	90	Zoloft
trazodone	100mg	Tab	90	Desyrel
trazodone	50mg	Tab	90	Desyrel
venlafaxine ER	150mg	Cap	30	Effexor XR
venlafaxine ER	75mg	Cap	30	Effexor XR
venlafaxine	75mg	Tab	30	Effexor
FOR DIABETES				
glimepiride	4mg	Tab	100	Amaryl
glipizide	10mg	Tab	100	Glucotrol
glipizide	5mg	Tab	100	Glucotrol
glipizide XL	10mg	XL Tab	60	Glucotrol XL
glyburide	5mg	Tab	100	Diabeta
glyburide-metformin	2.5-500mg	Tab	60	Glucovance
glyburide-metformin	5-500mg	Tab	100	Glucovance
metformin ER	500mg	ER Tab	90	Glucophage XR
metformin HCl	1000mg	Tab	100	Glucophage
metformin HCl	500mg	Tab	100	Glucophage
metformin HCl	850mg	Tab	100	Glucophage
Pioglitazone HCl	30mg	Tab	90	Actos
Pioglitazone HCl	45mg	Tab	90	Actos
Pioglitazone HCl	15mg	Tab	90	Actos
Quintet blood glucose strips			50	Quintet blood glucose strips
Lancets			200	Lancets
FOR NAUSEA/VOMITING				
meclizine	25mg	Tab	30	Antivert
ondansetron	4mg	Tab	10	Zofran
ondansetron	8mg	Tab	10	Zofran
promethazine HCl	25mg	Tab	30	Phenergan
promethazine HCl	6.25mg/5ml	Syrup	120ml	Phenergan
FOR HIGH CHOLESTEROL/LIPIDS				
atorvastatin	10mg	Tab	90	Lipitor

Exhibit A

Generic Name	Strength	Form	QTY	Brand Name
atorvastatin	20mg	Tab	90	Lipitor
atorvastatin	40mg	Tab	90	Lipitor
atorvastatin	80mg	Tab	90	Lipitor
fenofibrate	160mg	Cap	30	Tricor
gemfibrozil	600mg	Tab	60	Lopid
lovastatin	20mg	Tab	90	Mevacor
lovastatin	40mg	Tab	90	Mevacor
lovastatin	10mg	Tab	90	Mevacor
simvastatin	10mg	Tab	90	Zocor
simvastatin	20mg	Tab	90	Zocor
simvastatin	40mg	Tab	90	Zocor
FOR HIGH BLOOD PRESSURE AND HEART				
amlodipine	10mg	Tab	90	Norvasc
amlodipine	5mg	Tab	90	Norvasc
atenolol	25mg	Tab	100	Tenormin
atenolol	50mg	Tab	100	Tenormin
atenolol	100mg	Tab	90	Tenormin
benazepril HCl	10mg	Tab	90	Lotensin
benazepril HCl	20mg	Tab	90	Lotensin
benazepril HCl	40mg	Tab	90	Lotensin
carvedilol	12.5mg	Tab	180	Coreg
carvedilol	25mg	Tab	180	Coreg
clonidine	0.1mg	Tab	90	Catapres
diltiazem	120mg	ER Cap	90	Cardizem SR
enalapril maleate	10mg	Tab	100	Vasotec
furosemide	20mg	Tab	100	Lasix
furosemide	40mg	Tab	100	Lasix
hydrochlorothiazide	12.5mg	Cap	100	Microzide
hydrochlorothiazide	25mg	Tab	100	Hydrodiuril
isosorbide mononitrate	30mg	ER Tab	100	Imdur
lisinopril	2.5mg	Tab	90	Prinivil, Zestril
lisinopril	5mg	Tab	90	Prinivil, Zestril
lisinopril	10mg	Tab	90	Prinivil, Zestril
lisinopril	20mg	Tab	90	Prinivil, Zestril
lisinopril	40mg	Tab	90	Prinivil, Zestril
lisinopril/HCTZ	10/12.5mg	Tab	90	Prinzide, Zestoretic
lisinopril/HCTZ	20/12.5mg	Tab	90	Prinzide, Zestoretic
lisinopril/HCTZ	20/25mg	Tab	100	Prinzide, Zestoretic
losartan potassium	50mg	Tab	90	Cozaar
losartan potassium	100mg	Tab	90	Cozaar
losartan potassium/HCTZ	100mg/12.5mg	Tab	90	Hyzaar
losartan potassium/HCTZ	100mg/25mg	Tab	90	Hyzaar
losartan potassium/HCTZ	50/12.5mg	Tab	90	Hyzaar
metoprolol succinate	25mg	Tab	90	Toprol
metoprolol succinate	50mg	Tab	90	Toprol
metoprolol tartrate	100mg	Tab	90	Lopressor
metoprolol tartrate	50mg	Tab	90	Lopressor
nitroglycerin	0.4mg	SL Tab	25	Nitrostat
potassium chloride	10mEq	ER Tab	100	K Dur
potassium chloride	20mEq	ER Tab	60	K Dur
propafenone HCL	225mg	Tab	60	Rhythmol
propranolol	10mg	Tab	100	Inderal

Exhibit A

Generic Name	Strength	Form	QTY	Brand Name
propranolol	20mg	Tab	100	Inderal
ramipril	10mg	Cap	90	Altace
ramipril	5mg	Cap	90	Altace
spironolactone	25mg	Tab	100	Aldactone
triamterene/hydrochlorothiazide	37.5/25mg	Tab	90	Maxzide
valsartan	80mg	Tab	90	Diovan
valsartan	160mg	Tab	90	Diovan
verapamil HCl	120mg	Tab	100	Isoptin
verapamil HCl ER	180mg	ER Tab	30	Isoptin SR
verapamil HCl ER	240mg	ER Tab	30	Isoptin SR
FOR ALLERGIES				
loratadine	10mg	Tab	90	Claritin
montelukast	10mg	Tab	90	Singulair
montelukast	5mg	Tab	30	Singulair
FOR INFECTION				
acyclovir	200mg	Tab	50	Zovirax
acyclovir	400mg	Tab	60	Zovirax
amoxicillin	500mg	Cap	30	Amoxil
amoxicillin	875mg	Cap	20	Amoxil
amoxicillin chewable	250mg	Chew Tab	30	Amoxil
amoxicillin-clavulanate potassium	500-125mg	Tab	21	Augmentin
amoxicillin-clavulanate potassium	875-125mg	Tab	20	Augmentin
azithromycin	200mg/5ml	Susp	30ml	Zithromax
azithromycin	250mg	Tab	6	Zithromax
azithromycin	500mg	Tab	3	Zithromax tripack
cefdinir	300mg	Tab	20	Omnicef
cefaclor	500mg	Cap	21	Cedor
cephalexin	500mg	Cap	30	Keflex
ciprofloxacin	500mg	Tab	20	Cipro
clindamycin	150mg	Cap	30	Cleocin
fluconazole	150mg	Tab	1	Diflucan
levofloxacin	500mg	Tab	10	Levaquin
metronidazole	500mg	Tab	28	Flagyl
nitrofurantoin mono/macro	100mg	Cap	14	Macrobid
nystatin	100mu/ml	Susp	60ml	Mycostatin
penicillin v potassium	250mg	Tab	28	Veetids
sulfamethoxazole-trimethoprim	800-160mg	Tab	28	Septa DS
terbinafine	250mg	Tab	30	Lamisil
FOR INFLAMMATION AND PAIN				
ibuprofen	800mg	Tab	30	Motrin
ibuprofen	800mg	Tab	100	Motrin
indomethacin	25mg	Cap	100	Indocin
meloxicam	15mg	Tab	90	Mobic
meloxicam	7.5mg	Tab	60	Mobic
methylprednisolone	4mg	Tab	21	Medrol
nabumetone	500mg	Tab	30	Relafen
nabumetone	750mg	Tab	30	Relafen
naproxen sodium	500mg	Tab	100	Naprosyn
prednisone	10mg	Tab	30	Deltasone
prednisone	20mg	Tab	20	Deltasone
prednisone	5mg	Tab	30	Deltasone
FOR INHALATION				

Exhibit A

Generic Name	Strength	Form	QTY	Brand Name
albuterol sulfate	0.083%	Soln	25 x 3ml	Proventil
albuterol sulfate	108mcg	Inhaler	8gm	Ventolin HFA
fluticasone	50mcg/spray	Soln	16gm	Flonase
ORAL BIRTH CONTROL/HORMINE REPLACEMENT				
alyacen	1/35mcg	Tab	28	Ortho Novum 1/35
estradiol	1mg	Tab	30	Estrace
estradiol	2mg	Tab	30	Estrace
Low-Ogestrel		Tab	28	Lo-Ovral
Marissa	0.15/0.03	Tab	28	Levien, Nordette
medroxyprogesterone	10mg	Tab	30	Provera
Orsythia		Tab	28	Aviane
Previfem		Tab	28	Ortho-Cyclen
TriPrevifem		Tab	28	Ortho-Tricyclen
WERA	0.5/35-28	Tab	28	Brevicon
EAR PREPARATIONS				
antipyrine-benzocaine-glycerin		Otic Soln	15ml	Auralgan
carbamide peroxide	6.5%	Otic Soln	15	Debrox
hydrocortisone-neomycin-polymyxin B		Otic susp	10ml	Cortisporin
ofloxacin	0.30%	Otic	5ml	Floxin
EYE PREPARATIONS				
ciprofloxacin ophth	0.30%	Ophth Soln	5ml	Cloxan
cromolyn	4%	Ophth Soln	10ml	Opticrom
erythromycin	0.05%	Ophth Oint	3.5gm	Ilotycin
gentamicin sulfate	0.3%	Ophth Soln	5ml	Garamycin
neomycin-polymyxin B-dexamethasone		Ophth Susp	5ml	Maxitrol
polymyxin b sulfate/trimethoprim		Ophth Soln	10ml	Polytrim
GERD/GI DISCOMFORT				
dicyclomine	10mg	Tab	60	Bentyl
metoclopramide	10mg	Tab	30	Reglan
omeprazole	20mg	Cap	90	Prilosec
pantoprazole	40mg	Tab	90	Protonix
ranitidine	150mg	Tab	90	Zantac
ranitidine	300mg	Tab	100	Zantac
MISCELLANEOUS				
alendronate	70mg	Tab	4	Fosamax
allopurinol	100mg	Tab	90	Zyloprim
allopurinol	300mg	Tab	100	Zyloprim
aspirin EC	81mg	EC Tab	120	Ecotrin
benzonatate	100mg	Cap	30	Tessalon
benzonatate	200mg	Cap	30	Tessalon
clopidogrel bisulfate	75mg	Tab	90	Plavix
diclofenac sodium	75mg	DR Tab	30	Voltaren
vitamin D	50,000U	Cap	8	Vitamin D
ferrous sulfate	325mg	Tab	100	Feosol
finasteride	5mg	Tab	100	Proscar
finasteride	5mg	Tab	30	Proscar
folic acid	1mg	Tab	100	Folic acid
gabapentin	100mg	Cap	90	Neurontin
gabapentin	300mg	Cap	90	Neurontin
lidocaine, viscous	2%	Soln	100ml	Xylocaine viscous
oxybutynin	5mg	Tab	100	Ditropan
sumatriptan	100mg	Tab	9	Imitrex

Exhibit A

Generic Name	Strength	Form	QTY	Brand Name
sumatriptan	50mg	Tab	9	Imitrex
tamoxifen	20mg	Tab	60	Nolvadex
tamsulosin	0.4mg	Cap	90	Flomax
terazosin	5mg	Cap	100	Hytrin
topiramate	100mg	Tab	60	Topamax
topiramate	50mg	Tab	60	Topamax
topiramate	25mg	Tab	60	Topamax
warfarin sodium	1mg	Tab	30	Coumadin
warfarin sodium	2.5mg	Tab	30	Coumadin
warfarin sodium	2mg	Tab	30	Coumadin
warfarin sodium	4mg	Tab	30	Coumadin
warfarin sodium	5mg	Tab	30	Coumadin
warfarin sodium	5mg	Tab	90	Coumadin
MUSCLE RELAXERS				
cyclobenzaprine HCL	10mg	Tab	30	Flexeril
methocarbamol	500mg	Tab	30	Robaxin
tizanadine	4mg	Tab	30	Zanaflex
tizanadine	4mg	Tab	90	Zanaflex
FOR THE THYROID				
levothyroxine	0.025mg	Tab	90	Synthroid
levothyroxine	0.05mg	Tab	90	Synthroid
levothyroxine	0.075mg	Tab	90	Synthroid
levothyroxine	0.088mg	Tab	90	Synthroid
levothyroxine	0.1mg	Tab	90	Synthroid
levothyroxine	0.112mg	Tab	90	Synthroid
levothyroxine	0.125mg	Tab	90	Synthroid
levothyroxine	0.137mg	Tab	90	Synthroid
levothyroxine	0.15mg	Tab	90	Synthroid
FOR TOPICAL USE				
betamethasone valerate	0.1%	Cream	45gm	Vallisone
econazole	1%	Cream	30gm	Spectazole
metronidazole	0.75%	Vag. Gel	70gm	Metrogel
mupirocin	2%	Tab	22gm	Bactroban
nystatin	100000U	Cream	15gm	Mycostatin
silver sulfadiazine	1%	Cream	25gm	Silvadene
terconazole	0.80%	Vag.Cr	20gm	Terazol
triamcinolone acetonide	0.1%	Ointment	15gm	Kenalog




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St. Johns County School District PURCHASING DEPARTMENT 40 Orange Street St. Augustine, FL 32084 RFP TITLE: Health Center Management		<h2 style="margin: 0;">REQUEST FOR PROPOSAL (RFP)</h2> <h3 style="margin: 0;">REQUIRED RESPONSE FORM</h3> <p>RFP NO.: 2015-23 RELEASE DATE: May 28, 2015</p>																				
F.O.B. Destination: District Wide	CONTACT: Patrick Snodgrass Director of Purchasing (904) 547-7700 patrick.snodgrass@stjohns.k12.fl.us																					
RFP DUE DATE AND TIME: June 30, 2015 @ 10:00 am RFP OPENING DATE AND TIME: June 30, 2015 @ 10:30 am																						
SUBMIT RFP TO: Purchasing Department 40 Orange Street St. Augustine, FL 32084	RFP OPENING LOCATION: Purchasing Department 40 Orange Street St. Augustine, FL 32084																					
REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is required for proposal to be considered.																						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Literature</td> <td style="width: 50%;"><input type="checkbox"/> Specifications</td> <td style="width: 50%;"><input type="checkbox"/> Catalogs</td> <td style="width: 50%;"><input type="checkbox"/> Product Samples: See Special Conditions</td> </tr> <tr> <td><input checked="" type="checkbox"/> Debarment Form</td> <td></td> <td><input type="checkbox"/> Manufacturer's Certificate of Warranty</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Drug-Free Workplace Certification</td> <td></td> <td><input type="checkbox"/> List of References</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> Certificate of Insurance: See Special Conditions</td> <td colspan="3"></td> </tr> <tr> <td colspan="4"><input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See Special Conditions for details</td> </tr> </table>			<input type="checkbox"/> Literature	<input type="checkbox"/> Specifications	<input type="checkbox"/> Catalogs	<input type="checkbox"/> Product Samples: See Special Conditions	<input checked="" type="checkbox"/> Debarment Form		<input type="checkbox"/> Manufacturer's Certificate of Warranty		<input checked="" type="checkbox"/> Drug-Free Workplace Certification		<input type="checkbox"/> List of References		<input checked="" type="checkbox"/> Certificate of Insurance: See Special Conditions				<input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See Special Conditions for details			
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<input checked="" type="checkbox"/> Additional submittals specific to this RFP may also be required – See Special Conditions for details																						
PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.																						
Company Name: <u>Marathon Health</u>																						
Address: <u>Champlain Mill 20 Winoski Falls Way, Suite 400</u>																						
City, State: <u>Winoski, VT</u>	Zip: <u>05404</u>	FEIN: <u>26-0103977</u>																				
Signature of Owner or Authorized Officer/Agent: <u>[Signature]</u>		Telephone: <u>(802) 857-0400</u>																				
Typed Name of Above: <u>Scott Lalant, CFO</u>		FAX: <u>(802) 857-0498</u>																				
Email: <u>slalant@marathon-health.com</u>																						
<p>By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.</p>																						


Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant Marathon Health	PR/Award Number and/or Project Name
Printed Name Scott Lallant	Title of Authorized Representative CFO
Signature 	Date 6/23/15

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

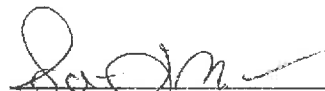

(Vendor's Signature)



Exhibit B

MARAINC-01

ALM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hickok & Boardman, Inc. - BUR 346 Shelburne Road PO Box 1064 Burlington, VT 05402-1064	(802) 658-3500	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Columbia Casualty Co	
		INSURER B: CNA Assurance Co of CT	
		INSURER C: Hartford Casualty Ins Co	
		INSURER D: Underwriters at Lloyds	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HMA 1064390164-10	1/19/2015	1/19/2016	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 5,000,000
						GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 5,000,000
						\$
B	AUTOMOBILE LIABILITY		BOUND2015	1/19/2015	1/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB		HMC 4031941072-3	1/19/2015	1/19/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		04WBCCP5938	1/19/2015	1/19/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000
	<input checked="" type="checkbox"/> Y N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability		HMA 1064390164-10	1/19/2015	1/19/2016	Claims Made Coverage 5,000,000
D	Errors & Omissions		USUCS261718914	1/19/2015	1/19/2016	Cyber Errors & Omissi 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Marathon Health, Inc. claims retro date on professional policy: 01.19.2005

E. Employee Dishonesty Coverage \$100,000

CERTIFICATE HOLDER**CANCELLATION**

BLANK CERTIFICATE FOR BID PROPOSAL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RELATED EXPERIENCE, KEY PERSONNEL AND QUALIFICATIONS

Marathon Health, Inc. was founded in 2005 by Richard E. Tarrant. With his partner Robert Hoehl, Tarrant founded IDX Systems Corporation, one of the nation's largest healthcare IT solution providers, which sold in 2006 to GE Healthcare for \$1.2 billion. Tarrant and a number of long-term IDX management personnel joined forces at Marathon Health to continue the tradition of building successful companies. Marathon Health is a privately-held S Corp. with the majority of equity interest maintained by Tarrant and members of the executive management team.

Marathon Health was founded with the intent to reform our current fee-for-service healthcare system, which is transactional healthcare that doesn't focus on prevention. Our model intentionally slows patient visits down to assure that clinicians can spend the time necessary to perform effective health coaching and disease management.

We currently provide a range of onsite clinic services, including primary care, health coaching, disease management, medication dispensing, and full-spectrum medical homes at 140 employer sites in 38 states. We serve more than 20 clients in the public sector, including 5 school districts.

Key Personnel

Marathon Health's Account Management processes fall under the direction of Ann Hartman, Vice President of Customer Experience. Ann joined Marathon Health in June 2010 after 18 years at GE Healthcare and IDX Systems Corporation where she worked in various customer-facing roles, including implementation and training, account support and sales. Ann is based in Burlington, VT and holds a PhD.

In terms of day-to-day account management support, it is important to note that Marathon Health does not take a "cookie cutter" approach to any aspect of our program delivery. In terms of the district's day to day contact, Marathon Health will designate an experienced account manager who will have primary responsibility for the contract with the district's program manager. The assignment of Account Management personnel will occur during the implementation phase of the project. The implementation team, working in close collaboration with the district and our National VP of Customer Experience will recommend the assignment of Account Management resources after conducting a cultural assessment of your organization and management team. It is our sincere hope to marry our resources with your organization in such a way as to ensure a meaningful long term partnership between our organizations. Your account manager would be based in Florida or nearby.

Other key personnel include:

Jerry Ford, Chief Executive Officer

Jerry is responsible for overall business performance, corporate culture, and customer care. Ford is passionate about fostering organizational excellence, the innovative use of



technology for measurement and process improvement, and the continual development of a corporate culture that is dedicated to providing an exceptional customer experience. At Marathon Health, he is dedicated to redefining the delivery of healthcare at employer sites nationwide. Jerry lends an extensive senior management background in healthcare information technology, process improvement, and customer experience management. Prior to joining Marathon Health, he was CEO and president of an Accel-KKR owned company (Systems & Software) where he guided the senior leadership team to apply operational efficiencies and core values that led to improved customer satisfaction and overall business performance. Prior to Systems & Software, Jerry spent 15 years at IDX Systems Corporation where he most recently served as vice president of operations responsible for more than 300 large complex healthcare delivery system customers. (Start Date 3/08)

Scott T. LaPlant, CPA Chief Financial Officer

Scott is responsible for Marathon Health's overall financial management, reporting, and human resource operations. Prior this post, Scott was a CPA for 12 years with Gallagher, Flynn & Company in Burlington, VT, where he assisted clients in multiple areas, including financial modeling and analysis, management accounting functions, systems review and improvement, due diligence services in support of merger and acquisition transactions, auditing and other accounting functions. Scott also oversaw quality control and staff development for the firm's audit department. He is a member of the American Institute of Certified Public Accountants and the Vermont Society of Certified Public Accountants. (Start Date 4/05)

Barbara Swan, NP, Chief Medical Information Officer

After 25 years in the healthcare industry as a practicing clinician, Barbara brings an in-depth understanding of ambulatory care. She has been an adjunct professor at the University of Vermont's Department of Nursing, and prior to joining Marathon Health, Barbara served both as the product/project manager of Electronic Medical Records at Allscripts, and as a clinical consultant at IDX Systems Corporation. She also worked in sales and marketing, product management, and clinical content development at IDX. Barbara has a master's degree in nursing and is accredited as a Family Nurse Practitioner. (Start Date 11/05)

Bev Raymond, ANP-BC Vice President Clinical Services

Bev is responsible for the oversight of clinical service delivery including new service development, policy development, risk management, and clinical legal compliance. Bev has worked in the healthcare industry for 30 years in various clinical and leadership roles including practicing as a provider in primary and long-term care settings and teaching full time at the University of Vermont. Immediately prior to joining Marathon Health Bev worked at the VT Department of Health as a senior manager within the Division of Community Public Health where she oversaw the divisions adult programs. Bev has both a B.S and M.S in nursing and is nationally certified as an adult nurse practitioner. (Start Date 3/06)



David R French MD, National Director of Medical Affairs

David supports the Vice President of Clinical Services and chairs the Clinical Advisory Board. He, also, represents Marathon Health at national events and sales presentations and assists in resolution of issues related to clinical practice within the company. Also, David continues to function as Medical Director of the Samuel Brown Health Center for the City of Lexington, Ky. Prior to working for Marathon, he serviced as Chief of Staff of a regional medical center while in private practice and, subsequently, was Director of Primary Care for TakeCareHealth at Toyota Motor Manufacturing Kentucky. He has, in addition, worked with Pfizer, GlaxoSmithkline, Novartis, Cephalon and Teva Pharmaceuticals as a recognized expert and speaker regarding Hypertension, Hyperlipidemia, Type II Diabetes Mellitus, Acute Musculoskeletal Strain and Excessive Sleepiness related to Shift Work Sleep Disorder. He has also served on the National Advisory Board for the former Cephalon Pharmaceuticals. David is a member of the American College of Preventive Medicine and firmly believes that prevention is always better than a cure. (Start Date 2/12)

Lisa Murphy, RN, BSN, MBA, National Director of Learning and Development

Lisa is responsible for building and leading all learning and development programs with a meaningful strategic focus for Marathon Health ambassadors across the nation. In support of this, she identifies training opportunities and manages her team to develop and deliver programs to meet those identified needs. Lisa has over 20 years in the healthcare environment. She received her Bachelor of Science in Nursing and a Master of Business Administration in HealthCare Management. She has nursing experience in a variety of specialties within top healthcare systems around the country and has experience as a clinical educator, clinical consultant, sales and sales training for top global medical and research companies. Lisa completed WellCoaches health and wellness training in 2013 and selected by the Vermont Organization of Nurse Leaders as a 2014 Vermont Nurse Leadership Fellow. (Start Date 2/12)

David M. Demers, MPH Vice President Business Intelligence

David leads Marathon Health's data analytics, business modeling, and performance reporting functions. David has 30 years experience in Health Care, including healthcare informatics at IDX Systems Corporation and strategic planning at several academic medical centers. David was trained at California State University at Northridge (MPH 1981). He resides in Shelburne, Vt. In his spare time he loves biking, hiking, cooking, reading and being with his family. (Start Date 8/06)

Bill W. Campbell, Vice President Information Technology

At Marathon Health, Bill is responsible for all aspects of the technology needs of Marathon Health. This includes development and deployment of the system architecture, implementation, maintenance and security of the technology which supports Marathon



Health's business operations and customer technology solutions. Bill has more than 20 years of experience in the healthcare technology arena, specifically in architecting, managing, and implementing information systems. Prior to Marathon Health, Bill spent 5 years at Allscripts, where he was responsible for the WAN, LAN, Wireless, data center, security, and support of a high-availability hosting center. In addition, Bill was with IDX Systems Corporation for 10 years where he managed, architected, and deployed a complex server environment in a publically held company. With degrees in Computer Science and Engineering, Bill graduated from Vermont Technical College in 1990. (Start Date 10/06)

Martha Brace, MBA Vice President Project Management Office

Martha is responsible for the overall operations of the Marathon Health's Project Management Office that is committed to delivering and executing new business implementations, expansion and new service projects. Martha holds an MBA in Practice Health Management and is a certified Six Sigma Green Belt. Martha's has over 16 years of experience in practice health management crossing over multiple disciplines and subspecialties for large hospital systems, private practice and population health management. Martha also is a member of Marathon Health's Senior Leadership Team. Beyond her role in Marathon she provides service in her community as a board member of the American Parkinson's Association, an active supporter of the Make-A-Wish Foundation and local community wellness initiatives through her local Chamber of Commerce. (Start Date 3/09)

Tracey Moran, Vice President Marketing

Tracey's expertise comes from more than 25 years of marketing and corporate communication experience responsible for marketing strategies, brand management, lead generation, event planning, public relations, and internal communication. As director of communication at IDX and Allscripts, two leading healthcare software companies and as director of marketing at Lane Press, a large print manufacturing organization, Tracey has lead change management strategies, created and implemented brand and rebrand strategies, directed new product launches, and designed creative prospect and customer communication programs to increase awareness. Tracey received her Bachelor of Arts, cum laude, in Political Science and Environmental Conservation from the University of New Hampshire. (Start Date 1/06)

Amy Lefevre, M.Ed, CHES Health Promotion and Education Strategist

Amy is responsible for communications to the members that are eligible for Marathon Health services. In addition, she oversees the development of health promotion programs offered at the Centers. Most recently, Amy was part of the Employee Wellness Program for the State of Vermont providing onsite biometric screenings, development of health education materials and led the strategic planning process for the program. Prior to this, Amy managed a corporate wellness program with over 22,000 employees nationwide at 20 locations. Responsibilities included strategic development, execution and evaluation of



national health promotion initiatives, i.e., flu shot clinics, biometrics screenings, walking programs and health education for over twenty locations. Amy received her Bachelor of Science in Exercise Science from Ithaca College (NY) and her Master of Education in Health Promotion and Disease Prevention from Springfield College (MA). (Start Date 2/10)

Jeff Shea, Executive Vice President Sales

Jeff Shea joined the Marathon Health team in 2008 as Vice President of Sales before being promoted to Executive Vice President of Sales. Prior to joining Marathon Health, Shea served as the Senior Director of Sales at Healthways. He has also held various leadership positions at ITC^Deltacom, including Director of Sales as well as Regional Director of Florida. His significant accomplishments throughout his career include improving the customer experience, managing enterprise projects, building successful sales organizations, developing innovative solutions, successfully executing mergers and acquisitions and organizing operational divisions to reduce costs and improve profitability. He received his degree in Business Management from the University of Florida, Warrington College of Business, in Gainesville. Jeff and his wife, Mary, have two children and they enjoy volunteering with Meals on Wheels, Make A Wish, and the Room at the Inn in Nashville. (Start Date 6/08)

References

1. Bay District Schools. Traci Fidler, Assistant to Project Manager.
fidleta@bay.k12.fl.us. 850-767-4217
2. Escambia County Public Schools. Kevin Windham, Risk Mangement Director
kwindham@escambia.k12.fl.us. 850-469-6218
3. City of Plantation. Margie Moale, HR Director.
mmoale@plantation.org. 954-797-2240

ABILITY TO PROVIDE SERVICES

At Marathon Health, we evaluate our performance for each customer along three paths, which derive from the Institute for Healthcare Improvement's (IHI) Triple Aim framework. They are a positive customer experience, improvement of patient health status, and per-capita cost reduction. To ensure excellent results in all dimensions, we employ a collaborative approach to managing customer relationships. A team of Marathon Health professionals take a leadership role in the relationship with the customer and the delivery of service at their center(s)—a Relationship Manager (currently called Account Manager), a Clinical or Medical Director, and a Clinical Advocate.

Each member of the team has a distinct role, and collectively they share a stake in the success of the center(s).

The **Relationship Manager** is the first point of contact for the customer and serves as the primary liaison between the customer and Marathon Health. The Relationship Manager executes the contract with keen understanding of and responsiveness to the customer's needs, and with the customer's overall business strategy in mind. Relationship Managers oversee all non-clinical operations of the center, track and report metrics, and shepherd customer issues to resolution.

The **Medical or Clinical Director** (staffing models vary by site) ensures excellence in patient care and satisfaction at the center. They provide clinical leadership and supervision, setting performance expectations for the staff and cultivating teamwork. The Medical or Clinical Director advises the Marathon Health team on issues of patient workflow and scope of services to ensure the highest quality of care and service.

The **Clinical Advocate** is a seasoned Marathon Health clinician who provides ongoing professional support and guidance to the clinical staff. Because Clinical Advocates practice in their own health centers and consult with others, they help ensure consistency in medical practice across sites. They are a resource for clinical operational decisions and an escalation point for clinical issues.

Behind this account leadership team is all the clinical, operational, and technological expertise of Marathon Health. Specifically, the team has direct access to the following resources:

- The salesperson with history and knowledge of the inception of the relationship with the client

- An executive sponsor to provide guidance as needed to ensure the success of the relationship
- Medical professionals in leadership roles (Vice President of Clinical Affairs; National Director of Medical Affairs) to provide corporate oversight of provider conduct and patient care
- A business analyst to provide real-time metrics on center activity
- A communications team to supply marketing collateral to help drive engagement and enhance patient outcomes
- A professional staffing and training team to recruit the right people, train them to meet our high standards of excellence, and ensure daily coverage at the site in the event of planned absences
- An IT team to provide technology support and resources and respond to member and provider issues in real time

Primary care services

Marathon Health provides a comprehensive set of preventative and primary care services. By providing onsite primary care, we reduce the cost of these services by 25-50%. Our model employs mid-level clinicians as well as physicians. Our typical primary care services include:

- Assessments/triage in urgent and emergency situations
- Annual exams and screenings
 - Annual exams and screenings
 - Women's healthcare
 - Chronic care and disease management
 - Vaccines and Immunizations
 - Episodic care – assessment and treatment of medical conditions that are episodic in nature and short in duration. Examples include, but are not limited to, infections, sprains and strains, sore throat, headache, rashes, and gastrointestinal ailments
- Prescription management
- Referral coordination and management
- Allergy shots
- Flu shots
- Laboratory testing
- Basic life support (CPR/AED)
- Bio-hazardous waste management
- Injury prevention

Primary care gives us an excellent “gateway” to get to know your population—while treating acute issues such as upper respiratory infections and vaccines, our providers develop relationships and build trust with your employees. We slow down the process, and that’s

when unasked questions begin to arise; undiagnosed conditions are discovered. This lays the foundation for coaching. One encounter can be the beginning of a journey toward better health.

We create a Medical Home@Work™ at the onsite clinic as a core part of our primary care case management process. The care management process is supported by our HIPAA-compliant Health Engagement System™ technology platform that includes evidence-based health programming, medical content, a Personal Health Record and Electronic Medical Record that serves as a data repository for employee health information.

Components of the primary care case management process include:

- Preventative and primary care services
- Referral management and tracking
- Care coordination with the PCP or will act as PCP
- Community provider and health services integration
- Patient education
- Monitoring patient condition
- Follow-up care
- Care gap analysis

As part of our core primary care services we also provide first-line treatment of on the job injuries, comprehensive DOT and pre-employment physicals, and immediate follow-up care for abnormal screening results. Standard biometric screening services include blood pressure, weight, BMI, body fat percentage, full lipid panel, and fasting glucose levels. We recommend using the finger stick method for testing but can also offer venipuncture. In utilizing the finger stick method, biometric results are available within five minutes and the results of the testing are discussed during a health coaching session immediately following the screening.

The standard process for managing biometric screening events at Marathon Health is to utilize our third-party partner, U.S. Wellness. It is our recommendation to complete the biometric screenings in a compressed timeframe in order to minimize disruption to the daily operations of the health center and provide the fastest transmission of biometric screening data for outreach and reporting purposes.

Ancillary Medical Services

Marathon Health clinicians can perform laboratory specimen collection for pre-employment drug screenings. We perform both DOT and non-DOT drug screenings. For non-DOT screenings, the District would determine the panel of drugs that they wish to test their employees for. All positive results sent out to an external lab for confirmation testing and reviewed by a medical review officer

Marathon Health clinicians also perform certain CLIA-waived tests at the onsite clinic including:



- Cholesterol including (LDL, HDL, total cholesterol, triglycerides and glucose)
- Blood Glucose
- Strep A
- Mononucleosis
- Urinalysis including (Leukocytes, Nitrite, Urobilinogen, Protein, pH, Blood, Specific Gravity, Ketone, Bilirubin, Glucose)
- Influenza Testing
- Hemoglobin A1C
- HCG (Pregnancy)
- Fecal Occult Blood

For the District we have proposed providing radiology services at the Nease and Mendendez health centers only. We are proposing 2 FTE radiation technologists to operate x-ray equipment and provide onsite wet reads, ultrasound and electrical stimulation therapy and board-certified radiologist over-read.

Marathon Health clinicians will also provide fix for duty examinations when referred by the District office. Marathon Health does not perform the analysis of different job functions in order to create the exams. Job specific requirements are provided by the customer.

Medication Management

We are including a pre-packaged medication dispensing system in which Marathon Health onsite clinicians dispense your top 30-50 most frequently prescribed medications, as allowed by Florida State law. Marathon Health has integrated an ePrescribing application within our EMR for electronic data entry of prescriptions and reported medications. Since the application is integrated with RxHub, Sure Scripts and most PBMs, the prescription entered by the clinician is electronically linked to the PBM ensuring full drug utilization review (DUR) checking for contraindications and allergies, and formulary compliance including maximizing use of generics.

The onsite clinician is able to electronically receive the patient's up-to-date medication history, including fulfillment, and pharmacy benefit management (PBM) information, which reduces the risk and occurrence of medication errors as well as adverse drug events (ADEs). Most importantly, medication compliance is enhanced with the clinician's knowledge of the fulfillment of prescribed medications. The alerts received by the clinician on medication fulfillment, or lack thereof, can greatly decrease the risk of chronic diseases and ongoing illnesses and increase medication compliance for the patient through ongoing health coaching utilizing Motivational Interviewing techniques.

For medications prescribed at the clinic but not available through the dispensing service, the prescription is sent electronically to the pharmacy or mail order service where the prescription is filled.

In this model all drugs are purchased by Marathon Health through our supplier A-S Medications with the actual cost being passed through to the client directly. There is no mark up on any drugs provided in our dispensing model and we receive no rebates or incentives. Drugs are purchased well below wholesale prices. Note please that in the dispensing model Marathon Health does not dispense any narcotics.

Medication and supply inventories are managed onsite by medical staff and are overseen by corporate employees to ensure they are not being wasted. Supplies and medications that have expiration dates are tracked by medical professionals to ensure they are used and managed efficiently.

Health Management Services

We call our health assessment process a Comprehensive Health Review (CHR). The CHR is a three-step process that forms the foundation for helping participants manage their health.

The CHR includes:

1. Health History and Risk Assessment Questionnaire
2. Biometric Health Screening
3. Health Review Session

The CHR provides a complete picture of the participant's health. At each step of the process, health status is recorded in the Personal Health Record (PHR) on the Marathon eHealth Portal.

Through the Comprehensive Health Review, participant's receive:

- Health History and Risk Assessment Questionnaire that includes a detailed health history record and an outline of potential health risk factors and existing conditions
- Health Screening that includes height, weight, BMI, blood pressure, vital signs, and a quick finger-stick blood test to measure cholesterol and glucose levels
- A face-to-face Health Review Session with the health coach to review results and set goals for improved health
- Wellness Profile and Scorecard of target risk levels paired with your actual readings
- Healthwise® medical content that explains the risks and conditions identified
- A fully populated Personal Health Record and access to the Marathon eHealth Portal health resources

Our proprietary HHRA uses a 100-point risk quantification methodology to provide the participant with a "Wellness Scorecard." Some of the risk factors and thresholds we track include: blood pressure, tobacco use, alcohol use, fasting serum glucose, cholesterol, low density lipoprotein, high density lipoprotein, body mass index, presence of high risk medical

condition (cancer, heart disease, diabetes), stress, ability to cope, number of days of exercise per week, safety belt use, perception of health, satisfaction with life, satisfaction with job, work days missed due to illness, amount of sleep, family history of disease and other flags including depression, heart attack and stroke. The data collected through the HHRA automatically populates the participant's Personal Health Record in the Marathon eHealth Portal. The HHRA collects and documents information on current symptoms and conditions, mental health and emotional well-being, personal self-care, immunizations, allergies, medications, surgeries and tests, and health history.

We can also perform basic vision testing and hearing testing including audiometry testing and whisper tests.

The methodology we use for a Health Risk Assessment/ targeted intervention process can be summarized in our four-step approach:

- **Identify Risk:** population health risk is identified through analysis of claims, biometric screenings, and HRA data. A population stratification report documents the results and provides a blueprint for action for clinic staff.
- **Manage Risk:** Comprehensive Health Reviews are completed on medium and high-risk individuals. Health coaching and disease management services provided for targeted participants.
- **Change Utilization:** Through the care, coaching, and condition management, the risk profile of the population changes; undiagnosed conditions are discovered and treated, specialist visits and hospital admissions are reduced.
- **Capture Savings:** Clinic performance documents lower medical claims, fewer work loss days, and higher productivity.

We stratify the population using claims, biometric screening, and Health History and Risk Assessment data. The population is stratified by three risk levels: high, medium, and low. The thresholds for these risk levels are based on algorithms outlined in A1P IV, JNC8, ADA, and Framingham Heart Study. As part of the initial stratification, we track how many individuals outside normal range have made progress on key measures of health status such as blood pressure, lipids, body-mass index, blood sugar, tobacco and alcohol use, and stress. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD). We use a proprietary 100-point risk quantification methodology to stratify the population and provide the participant with a "Wellness Scorecard."

Upon identification, medium to high-risk participants are contacted via phone, secure e-mail message, or mail. Outreach protocol includes two phone calls, automated secure messaging, and a mailing to the participant's home.

We provide protocol-driven Disease Management for all individuals with chronic conditions using face-to-face, telephonic and secure messaging interventions. The Marathon Health Disease Management program focuses on minimizing a condition's every day effects and preventing the condition from getting worse through extensive education and close monitoring. Some of the most common conditions include diabetes, asthma, COPD, depression, low back pain, hypertension, congestive heart failure, and coronary artery disease, GERD, Osteoarthritis, RA, sleep apnea and metabolic syndrome.

Participants receive:

- Customized management options developed for the employee's specific condition.
- Detailed Healthwise® information about symptoms, self-care options, medications, and lifestyle affects.
- Disease-specific management protocols documented in the EMR
- Continual medical supervision and support from the Marathon Health clinician/coach.
- Support for adherence to national treatment guidelines established for a specific condition.
- Identification of gaps in of care for the particular condition
- Fewer complications, missed workdays, and emergency room visits that result from chronic conditions.
- The ability to become experts in effectively managing their illness.

We also incorporates health education content on the patient portal from Healthwise®, a leading provider of Healthwise® Knowledgebase, decision aids, patient instructions, digital tools, multimedia programs, Healthwise® Handbooks, and more. Healthwise® content is rigorously reviewed by the members of the Healthwise medical review board. Members of the Medical Review Board are nationally recognized specialists from throughout the United States, Canada, and Europe. Their credentials include board certification, academic appointments at the nation's leading medical schools, active involvement in research, and publication in peer-reviewed journals and medical textbooks. But just as important, these specialists share the Healthwise commitment to helping consumers make better decisions about their health. Healthwise verifies that the Medical Review Board members have current licenses, registrations, and certifications with state or national agencies and also verifies with bodies that certify in specialty areas, if appropriate. The reviewers must be in good standing with these organizations during the time they review Healthwise content.

In addition, we produce a health promotion catalog which includes a variety of lunch and learn education sessions, group support programs, weekly challenges, and promotional programs. The catalog is updated annually by a team of health professionals with backgrounds in clinical care, health promotion, disease prevention, fitness and nutrition. The programs developed for the catalog are turn-key so the clinical team at the site can promote and present the information. Our health promotions team, clinical team and account manager will work with you to develop a calendar of offerings based upon a review of your risks factors and overall goals.

Marathon Health provides handouts on 39 topics including high blood pressure, high cholesterol, and diet and nutrition. Our 2015 Health Promotion Catalog has been attached as Exhibit 1.

Facilities and Staffing

We will determine hours of operation during the implementation process after we perform

a cultural audit of the District. We aim to set hours that are the most convenient and accessible for your entire population. The District will have final approval of the hours of operation of each health center.

All staff members are employees of Marathon Health. Our staff recruitment begins with understanding the needs and culture of the client organization. We take several steps to ensure that the right clinician is selected. The District will have final approval of each candidate selection prior to hiring. We do this to ensure each candidate is a cultural fit within your organization. The District also reserves the right to request removal of any clinician upon review and agreement with Marathon Health leadership.

Our proposed staffing model includes 3.0 FTE physicians, 1.0 FTE NP, 2.0 FTE radiation technologists, and 3.0 FTE medical assistants.

All clinic staff will maintain, during the term of the agreement, appropriate credentials including:

- A duly issued and active license to practice medicine and prescribe medication in the State of Florida
- A good standing with his or her profession and state professional association
- The absence of any license restrictions, revocation, or suspension
- The absence of any involuntary restriction placed on his or her federal DEA registration
- The absence of any conviction of a felony

Marathon Health addresses short and long-term absences, including vacations, with our corporate-based clinicians hired specifically for backfilling vacations, illness, and leave times. We have Service Level Agreements with several locum tenens agencies to supplement our own internal staff and to fill intermittent staffing needs.

Interface Capabilities

Employees and dependents can make appointments by calling the clinic or scheduling appointments online. The online appointment scheduling system is a core component of our eHealth Portal solution. While we encourage individuals to schedule appointments in advance, the scheduling system accommodates time for “walk in” visits and same-day appointments. Because our scheduling system is available online, patients can easily book appointments, see next available appointments or their preferred appointment time availability, and communicate with clinic staff. By managing appointments through an online system, we are able to minimize wait times and maintain efficiencies in the health center workflow.

The proprietary technology developed by Marathon Health is a secure and efficient platform for maintaining the medical records at the onsite health centers. We call our technology solution a *Health Engagement System™* and it is designed to support all aspects of the care

process from primary care and health assessments to care documentation and clinical decision support. These tools enable the clinician/coach and the participant to create customized plans for reaching health goals, track individual progress, and learn more about better health. The *Health Engagement System* includes the eHealth Portal, Electronic Medical Record and Personal Health Record (EMR/PHR).

Electronic Medical Record / Personal Health Record: The HIPAA compliant electronic EMR/PHR organizes and stores the employee's health information, including test results, treatment and management plans, health history, clinical notes, claims data, and biometric data, in one complete longitudinal Personal Health Record for the employee, and an Electronic Medical Record for the practitioner. This clinical health record provides employees (and their clinician/coach) with access to:

- A complete Personal Health Record
- Wellness Profile and Scorecard
- Personalized health improvement plans
- Fitness and nutrition trackers
- Registered dietitians and fitness trainers.
- Personalized wellness initiatives and instructions.
- Secure web messaging
- Searchable Healthwise® consumer health information.
- Appointment scheduling

This clinical health record provides clinicians with access to all the above features and the following additional functionality:

- Provider schedules
- Patient lists for outreach and follow up
- Workflow support with "To Do" lists for the clinicians
- Reports that stratify the employee population and documentation of follow-up for individuals identified as at-risk or diseased.
- The ability to enter and track results over time
- Clinical note documentation presenting real-time, relevant clinical data at the point of care
- Disease management protocols
- Encounter completion to capture ICD9 (10) and CPT codes

The services integration is based on the ability to exchange data with health plans, PBMs, disability services providers, occupational health providers, hospitals and health systems, physician practices, and EAPs. We automatically transmit data into the PHR/EMR that is captured in the Health Risk Assessment, biometric screenings, and encounter information. The encounter information sent to health plans includes CPT and ICD-9 (10) data captured during the visit by the clinician. The Marathon Health clinical system captures all CPT and

ICD-9 (10) codes for services rendered. In addition, the system mines claims data for more effective chronic condition outreach and determination if a patient is at the standard of care.

One of our market differentiators is the creation of patient lists and tasking functionality through our proprietary technology platform. Patient lists are automatically populated once any of a number of different data sets are completed, including HRAs, questionnaires, biometrics and other screenings, and claims data. Though outreach is prioritized based upon risk severity; our clinicians engage with all participants, including low-risk members. The Marathon Health technology platform offers a unique tracking system allowing our clinicians to track each contact made, how many attempts at contact, and other functions.

Communication and Reporting

A successful onsite health initiative begins with a thoughtful and well-timed communication strategy that encourages participation in health risk assessments, biometric screenings and ongoing health education and health promotion programs, as well as utilization of the clinic for primary care. We work with the Human Resources and Communications Department to perform a communications and culture audit to understand your requirements and expectations about employee communication. We create a program that:

- Reflects this understanding
- Complements the communications methods and process used by your organization
- Integrates with your overall benefits communication program
- Is presented in the appropriate medium(s) for your organization

We recognize that each organization is unique and our recommendations take into consideration the culture, values, mission, benefits structure, and objectives of the health services offering. Based on this thorough review, our communication program is customized to the needs of your organization and we begin with templates for a welcome package that includes an introductory letter, program brochure, and site posters, as well as a program overview presentation, web pages, emails, and flyers. The material is customized to reflect the specifics of the program you are offering as well as a program brand or logo. The cost for the first year standard communication rollout is built into the base fees.

Please reference our communication samples attached as Exhibit 2.

Marathon Health provides a comprehensive reporting package that includes monthly and annual reports showing:

- Participation levels

- Encounters
- Diagnoses
- Prescriptions written and medications dispensed
- Value of care delivered
- Employees with chronic conditions at standard of care
- Employees with health risk and/or pre-disease
- Employees who have made progress toward health goals
- Excess cost associated with the risk profile
- Savings associated with change to risk profile
- Healthcare costs for engaged vs. non-engaged individuals

The Clinical Activity and Trends (CAI) report is your guide to the performance of your onsite health center(s) and your overall program of population health management (PHM). Each month the report provides you with important information on who is accessing services and why, what percent of your population has been screened for health risks and/or chronic conditions (the “target population”), what percent of the target population is engaged with a member of the medical staff to reduce their risks, and the predicted savings from operations. Savings include the value of redirected care, risk mitigation, saved time away from work and enhanced productivity from a healthier workforce.

Please reference our standard reporting package attached as Exhibit 3.

Our clinical team will be available for all of the District’s insurance meetings.

ABILITY TO IMPROVE EMPLOYEE HEALTH

Marathon Health exists to inspire people to live their best and healthiest lives. When your employees are given the opportunity to thrive in all dimensions of wellness, they are happier, healthier, more present, productive, and even better teachers.

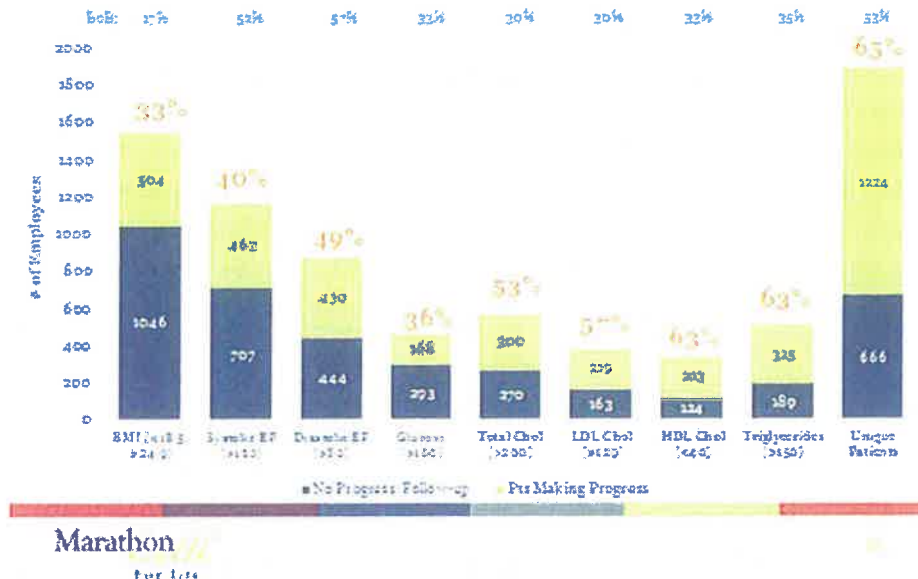
We begin and end each day with the commitment to make a difference in the lives of the individuals we serve. Our clinicians come to work for us because they want to change lives. They're tired of *transactional* healthcare--treating one condition in a single time-constrained encounter--they want to practice *transformational* health care. In our model, they have time to *listen*, to get to root causes and underlying issues, to find out where the patient is on their journey--what inspires them, what's holding them back--and to help them take the next step toward better health. And the next one after that, on a continuous path. This is what fuels our clinicians' passion.

The cornerstone of our approach is getting individuals to *opt in* to their own health--shifting responsibility so that we leverage the power of a person's intrinsic motivation to change. Every one of our practitioners is trained in health coaching, appreciative inquiry, motivational interviewing--methods that elicit motivation and guide the individual through improvement cycles which lead to lasting, meaningful, behavior change. It's inspiring to watch. One of our clinicians is often quoted as saying her proudest moments as a provider are not when a patient comes back to say "thank you," but when they come back to say, "Look what I did!"

Across our book of business, **53% of patients made progress on health risks** in 2014.

At one of our 2,000-employee clients, for example, 65% of at-risk employees have made progress towards normal range over the last year. Below is the specific client case study.

At-Risk Employees Making Progress Toward Normal Range



Here's how we do it.

The focus of our medical home model is prevention and wellness. At each patient encounter, including acute visits, providers take the opportunity to ensure patients are current with their preventive care. Our model supplements traditional preventive health care -- conducting annual physicals, ordering and tracking when patients are due for evidence-based preventive health care studies and interventions, and ordering immunizations -- with health coaching. Our providers and health coaches work with patients to address a variety of lifestyle-related risk factors and chronic disease such as obesity, high cholesterol, hypertension, diabetes, stress, and tobacco cessation. At the core of our coaching model is our focus on behavioral change utilizing Motivational Interview techniques, rapid cycle action plans, and recognition of the participants "readiness to change" based on the transtheoretical model of behavior change (TTM). By customizing the coaching program to each of the distinct readiness phases, we are able to achieve superior rates of employee engagement, compliance, and completion of coaching programs. This approach of integrating primary health care with lifestyle health coaching ensures superior health outcomes for patients.

We ensure our clinicians practice evidence-based medicine by offering real time decision support tools at the point of care. Our Disease Management Committee oversees the clinical guidelines embedded in the EMR so that clinicians have the most current information

available when they are seeing patients. The guidelines include recommended, evidence-based labs, imaging, medications, and other interventions for both health maintenance/prevention and most common chronic diseases, such as diabetes, asthma, hypertension, coronary artery disease, GERD, and depression. The EMR documents when patients are due for routine chronic disease care so that health center staff can facilitate patients getting the care they need when they need it. In addition to the evidence-based guidelines embedded in the EMR, Marathon Health has other resources available to providers, including access to Up-To-Date®, an industry leader in online, evidence-based clinical information for health care providers, and real-time clinical guidance that filters and presents real-time, relevant clinical data at the point of care to support the clinical thought process, enable care coordination, satisfy documentation and compliance requirements, and promote the use of codified clinical content.

Our Quality Review Process also includes onsite evaluations, chart audits, and the assigning of a clinical coordinator who is responsible for identifying gaps in knowledge and providing direction for ongoing training, helping increase proficiency level of all clinicians and clinics by assisting with a development plan, and improving overall communication between the field clinician and the rest of the Marathon Health staff.

Additionally, our providers and staff will collaborate with the District's leaders to promote enrollment in and encourage completion of wellness programs available to benefit the eligible population. Our EMR enables us to enroll patients into specific programs; this allows health center staff to track participation and any outcomes that are documented in the EMR.

Marathon Health has a proprietary tool for risk stratifying managed populations. We use claims data, biometric data and data from health risk assessments to risk stratify the population served based upon risk factors and/or care gaps. This information is used to create a dynamic "patient task list" that prompts provider and patient alike for preventive care, follow-up care, risk reduction and disease management.

The following table lists some of the risk factors and thresholds we track to measure individual and program success:

No.	Health Factor	Risk Threshold
1	Blood pressure	140/90 mm Hg or more
2	Tobacco use	Present
3	Alcohol use	Positive Audit C or CAGE score
4	Fasting serum glucose	126 mg/dl or more
5	Cholesterol	240 mg/dl or more
6	Low density lipoprotein	190 mg/dl or more
7	High density lipoprotein	35 mg/dl or less
8	Body mass index (BMI)	30 or greater
9	Presence of high risk medical condition	Cancer, heart disease, diabetes, stroke
10	Stress	Stress level is high per HHRA
11	Ability to cope	Inability to cope per HHRA
12	Number days of exercise per week	None
13	Safety belt use	Does not wear safety belt
14	Perception of health	Poor
15	Satisfaction with life	In general, not satisfied
16	Satisfaction with job	In general, not satisfied
17	Work days missed due to illness	5 or more
18	Amount of Sleep	Less than 7 hours per night on average
19	Family history of disease	Present
20	Flags	Flags for depression, heart attack, stroke

Lastly, we help improve employee health through a health promotion catalog which includes a variety of lunch and learn education sessions, group support programs, weekly challenges, and promotional programs covering several conditions. The catalog is updated annually by a team of health professionals with backgrounds in clinical care, health promotion, disease prevention, fitness and nutrition. The programs developed for the catalog are turn-key so the clinical team at the site can promote and present the information or staff can tailor them to the local population. Our health promotions team, clinical team and account manager will work with you to develop a calendar of offerings based upon a review of your risks factors and overall goals.

The catalog is attached as Exhibit 1.



Exhibit B

ABILITY TO REDUCE/MODERATE EMPLOYEE AND DISTRICT MEDICAL COST

When we partner with clients, we analyze their claims data, recent biometric screening data, as well as the data fed to our electronic medical record from a comprehensive health risk assessment, to develop a picture of their unique risk profile.

When we talk about identifying risk, we look at the top health conditions that are the costliest in terms of health care spend and that can be reduced or prevented with lifestyle changes: hypertension, hyperlipidemia, obesity, diabetes, coronary artery disease, asthma, COPD, smoking, anxiety, and depression. Here we see the prevalence rate of these conditions in the U.S. population and the presumed prevalence rate at your organization, based on your population.

Consider the value to your organization you could bring an employee who is pre-diabetic back from the brink. It's beyond \$5,000/yr to bring a person with diabetes to the standard of care, or \$11,000 claim for a hospital admission.

We measure ROI by measuring the change in the health status of the population. This is achieved by documenting how many individuals outside normal range have made progress on key measures of health risk such as blood pressure, lipids, body-mass index, blood sugar, and tobacco and alcohol use. We also measure how many individuals with chronic disease are at the standard of care for their conditions (e.g. diabetes, asthma, heart disease, COPD, etc.)

Hard dollar measures of ROI include:

- The value of redirected primary/acute care delivered but not submitted as a claim for the purpose of third party reimbursement
- The value of redirected occupational care delivered but not submitted as a claim for the purpose of third party reimbursement (OPTIONAL)
- Reduction in utilization of physician and hospital services
- Reduction in work loss days due to illness

Soft dollar measures of ROI include:

- Reduction of presenteeism
- Reduction in turnover rate
- Reduction in saved time away from work

Organizations need programs that prevent the upward flow from low-risk to medium- and high-risk. "Not getting worse" is imperative in containing costs for employers. Marathon Health has demonstrated how employers can and should begin looking at their healthcare costs as the end product of a system absolutely within their control. Healthcare should be thought of as a set of interdependent parts that can be measured, benchmarked, and improved. Improvement will not occur without managing a total population's health – from the fit and healthy to the obese – and providing a lasting health and wellness culture.

As a standard practice we place 10% of our entire annual “fixed fee” at risk in each year of the contract. Risk can be divided in any number of ways. As a general rule Marathon Health adheres to the innovative tenets of the Institute for Healthcare Improvement (I.H.I.) Triple Aim initiative, measuring performance across three key areas:

- Patient and member satisfaction
- Health and clinical outcomes
- Per capita reduction in healthcare spending

For more information on Triple Aim performance guarantees, please see the following link:

<http://www.ihl.org/offerings/Initiatives/TripleAim/Pages/default.aspx>

Please reference Exhibit 8: LFUCG Case Study to see how we helped the Lexington-Fayette Urban County Government save \$24 million over a 2-year period.

RFP #2015-23 Health Center Management

Attachment A



COST SCHEDULE AND CERTIFICATION

Option 1: Cost under option 1 is to be a flat monthly charge to include all administrative/management fees for three (3) health centers, plus salaries and benefits of all health center personnel (contracted employees and full time/regular part time employees of the proposer). The District will NOT be responsible for bonuses or incentives paid to health center personnel. Cost under this option is NOT to be based on employee count, or number of members enrolled in the District's medical plan. Cost for all supplies, medication and minor equipment needed for the operation of the health centers shall be reimbursed to the successful proposer at the proposer's cost, subject to section 9.9 of the RFP. Per section 6.1 of the RFP, cost shall be firm for the three (3) year term of the contract.

Option 1 cost (monthly) \$ 203,902* Please reference Exhibit 4 to see all

services included in our fixed fee. Please also reference Exhibit 5:

Service and Fee Summary and Exhibit 6: Savings and ROI.

Option 2: Cost under option 2 is to be a flat monthly charge to include ONLY administrative/management fees for three (3) health centers. Salaries and benefits of all health center personnel (contracted employees and full time/regular part time employees) shall be reimbursed to the proposer. The District will NOT reimburse bonuses or incentives paid to health center personnel. Cost under this option is NOT to be based on employee count, or number of members enrolled in the District's medical plan. Cost for all supplies, medication and minor equipment needed for the operation of the health centers shall be reimbursed to the successful proposer at the proposer's cost, subject to section 9.9 of the RFP. Per section 6.1 of the RFP, cost shall be firm for the three (3) year term of the contract.

Option 2 cost (monthly) \$ 70,550

ALL PROPOSERS MUST PROVIDE COST UNDER BOTH OPTIONS FOR THEIR PROPOSAL TO BE CONSIDERED RESPONSIVE.

RFP #2015-23 Health Center Management

Attachment A



COMPANY NAME: Marathon Health

SIGNATURE OF AUTHORIZED REPRESENTATIVE: [Signature]

TITLE: CFO

DATE: 6/26/15

CONTACT PERSON: Jeff Shea

CONTACT PERSON'S ADDRESS: Champlain Mill 20 Winooski Falls
Way, Suite 400 Winooski, VT 05404

TELEPHONE: (802) 857-0400 FAX: (802) 857-0498

TOLL FREE: _____

E-MAIL ADDRESS: jshea@marathon-health.com

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.



Exhibits - Table of Contents:

- **Exhibit 1**
 - 2015 Health Promotion Catalog
- **Exhibit 2**
 - Sample Communications
- **Exhibit 3**
 - Standard Reporting Package
- **Exhibit 4**
 - Included in Fixed Fee
- **Exhibit 5**
 - Service Summary & Fee Estimate – St. John’s County School System
- **Exhibit 6**
 - Savings & ROI – St. John’s County School System
- **Exhibit 7**
 - LFUCG Case Study
- **Exhibit 8**
 - Deviations



2015 Health Promotion and Education Catalog



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Getting Started

As an employer partnering with Marathon Health, you know personal health is a priority. Employees spend at least 1/3 of their day at the worksite, which provides us an excellent opportunity to promote healthy living. These programs educate and motivate your population to stay healthy.

A toolkit is provided to the Marathon Health Clinical Team, which includes:

- Powerpoint presentation with notes for the speaker
- Customizable 8.5 x 11 flyer to promote program (electronic version)
- Customizable text for email announcement
- If applicable, handouts for the presentation
- Employee evaluation

Teaching materials and promotional items are customized for other programs we provide, including group programs and weekly challenges.

To offer these programs at your site, please work with your account manager and clinical team.

As a participating client, your responsibilities include:

Our clients are responsible for reserving the room (determine a date and time with the clinical team) and promoting the program. Marathon Health will provide you with a customizable flyer that can be printed and posted onsite as well as emailed to your population. For education programs, pre-registration is not required but encouraged as we have found it increases attendance. We also recommend promoting the program at least two weeks in advance through multiple channels.

Increasing Participation

Participation can vary from program to program. Below are a few examples of ways to increase participation:

- Provide healthy food, snacks and beverages
- Offer a raffle prize to participants
- Offer a small trinket to participants
- Lead by example – have leadership participate and share experiences
- Allow employees to attend/participate on work time

If you would like to further discuss how to increase participation at your events, please work with your account manager.

The following topics are available to you. **New programs for 2015 are written in blue.** We have included a description you can use to further understand the topic and promote to the event at your organization. If there is a topic your organization would like to offer but is not listed, please work with your account manager and we can determine the next steps.

Marathon Health Health Promotion and Education Offerings

Education Sessions **Condition**

Alzheimer's Awareness

One in eight older Americans has Alzheimer's disease. Learn more about this disease, how it differs from dementia, how infections play a role, and ways to reduce your risk. We will also review early onset Alzheimer's disease and 10 warning signs to look out for.

Arthritis Awareness

Arthritis is inflammation in your joints. Joint pain and stiffness are the most common symptoms. Learn more about the different types of arthritis, risk factors, and ways to protect yourself against arthritis. Everyone is welcome to attend. This seminar is open to anyone who has arthritis, has a loved one with arthritis or just would like more information on the topic.

Asthma Awareness

Do you know someone with asthma? A recent survey showed that nearly four out of five American either have asthma or know someone who does. More than 31 million Americans have been diagnosed with asthma in their lifetime. In this session, you will learn about asthma, how to recognize symptoms, identify possible triggers for asthma attacks and develop an asthma action plan.

Beat the Common Cold

Don't go outside with your hair wet. Sneeze into your elbow, not your hands. Myths? Facts? In this discussion, learn what you can do to reduce your risk of catching a cold and ways to minimize the symptoms.

Bless You – Reduce Your Risk for Allergies

Allergies can vary from person to person and can be minor or life-threatening. Learn about how to reduce your risk for allergies and what treatments are available.

Breast Cancer Prevention

Are you seeing pink? Breast cancer, while most common in women, can also affect men. Learn what breast cancer is, risk factors, current screening guidelines, signs and symptoms that you should look out for. Treatment options will also be discussed.

Cancer Awareness and Prevention

Nearly 12 million Americans are affected by cancer as stated by the American Cancer Society. Join us for the Cancer Awareness and Prevention Lunch and Learn, and we'll help you understand what lifestyle behaviors can reduce your risk for cancer.

Cholesterol

September is National Cholesterol Education Month. We will help you understand the difference between LDL and HDL cholesterol and ways to achieve or maintain healthy cholesterol levels.

Flu Awareness

Flu season is upon us. We will review the symptoms of the flu, when to seek care and who should receive the flu vaccine. Learn the eight things you can do to stay healthy at work during flu season.

GERD

Gastroesophageal reflux disease (GERD) is a chronic digestive disease that affects the stomach and esophagus. We will review the signs and symptoms, the risk factors and how to treat GERD.

Heart Health

February is Heart Health month. Come celebrate Heart with a program designed to educate participants on heart disease and lifestyle choices that could decrease their risk.

High Blood Pressure

According to the Center for Disease Control (CDC), over 30% of Americans are affected by high blood pressure and it is estimated to cost over \$75 billion dollars a year in health care services, medications and missed days of work. This lunch and learn will educate participants on the risk factors for high blood pressure and guide them to develop a plan to reduce their risks.

Lose Weight While You Sleep (sleep hygiene)

Are you getting enough sleep? Each person needs a different amount. Simple changes in your daily habits can help you achieve optimum sleep at night. Come learn what you can do to optimize your sleep habits!

Lyme Disease

Lyme disease is an illness that is contracted by a tick bite. Learn the types of ticks that transmit Lyme disease, where and when it is prevalent and what to do if you find a tick on you or someone else. We will also discuss symptoms and treatment options and other little known facts about Lyme disease.

Medication Management

This important session is for people who are on medications and those who are not. Learn about different types of medications, generics versus brand-name medications and how to safely store your medications. Participants will leave with a medication tracking card and understanding of why it is important to take medications as prescribed.

More than Just a Headache (Migraines)

Migraines are more than just a headache and remain misunderstood, under-diagnosed and under-treated. In this session, we will discuss the differences between headaches and migraines, risk factors and how to prevent migraines. Learn about this disease that affects 37 million Americans.

My Aching Back (Back Health)

My aching back! Are you one of the many Americans affected by back pain? Four out of five adults will experience significant low back pain sometime during their life. Do you know how to prevent back pain and build a stronger back? We will share tips on what you can do to prevent back pain, strengthen the muscles and lift properly.

Self-Care

We take care of ourselves and others every day. Develop your self-care plan and brainstorm on a focus for all areas of your "self" which may include your emotional health, social health, physical health, financial health, and more.

Skin Fitness

More than 2 million people are diagnosed with skin cancer a year. Learn more about how to protect and care for your skin, how to give yourself a skin exam in your own home, and ways to reduce your risk of developing skin cancer. We will also learn the ABCDEs when checking a mole, freckle, or dark spot on your skin.

Sports Injuries and Prevention

From weekend warriors to elite athletes, we will discuss how you can reduce your risk of a sports injury. We will review the more common injuries and how to treat them so you can get right back into the game.

Stick a Fork in Diabetes

A recent report by the Centers for Disease Control and Prevention (CDC) projects that the number of Americans with diabetes will double, if not triple, by 2050. Diabetes is the number one reason for adult blindness, kidney failure and limb amputation, and a large contributor to heart attacks and strokes. Learn what you can do NOW to reduce your risk for diabetes in the future. This session will cover information for everyone, whether or not you are affected by diabetes.

X Factor – Metabolic Syndrome

Metabolic syndrome is a cluster of conditions including high blood pressure, elevated insulin levels, excess body fat and high cholesterol. In this session, you will learn steps you can take to prevent metabolic syndrome both for yourself and the ones you love.

Weight Management and Nutrition

Achieving a Healthy Weight

BMI, body fat percentage, numbers on a scale. What does this all mean? In this session, we will review what a healthy weight is and how to get there. Other areas include portion control, reducing your caloric intake and physical activity.

Fad Diets (July 2015)

Looking to make healthier food choices or manage your weight through nutrition? Join us for this Education Session and we'll discuss current nutrition recommendations and why most fad diets don't work. This informative session includes an interactive discussion.

Food Labels and Calories

Food labels can be difficult to understand. Bring your favorite food with you (that has a food label) and we will show you how to read all the information provided on the container. After reviewing the label, we will break down the amount of calories you need each day and provide a sample menu.

Functional Foods

Functional foods are foods that potentially provide health benefits beyond basic nutrition. Oatmeal, as an example, is a functional food because it naturally contains soluble fiber that can help reduce cholesterol. Another example is fortified orange juice. In this session, we will identify functional foods in each food group and how to incorporate them into your diet.

Healthy Cooking 101 (March 2015)

So you're ready to improve your food choices but you feel the kitchen is a bit intimidating. Join us as we discuss a few basic cooking techniques, tools, and bare essentials to keep in your fridge and your pantry at all times. We'll even throw in a few simple and tasty recipes.

Healthy Holiday Eating

With the holidays quickly approaching, join us to learn more about how you can maintain your health during these winter months. Learn how to eat healthy at holiday parties, how to incorporate exercise into your shopping trips, and tips to managing holiday stress. This informative session will include an interactive discussion, *activity*, and information to take with you to make sure you have what you need to manage this important health indicator.

Maintaining a Healthy Weight during the Holidays

The holidays are quickly approaching! Festivities, food, family and friends can get us out of our routines at the holiday time. Learn tips to prevent weight gain over the holidays and how to fit in exercise.

Nutrients and Serving Sizes

Do you know the six kinds of nutrients? Do you know what a serving size of pasta and vegetables is? Get started with the basics in this session. We will review the six nutrients, serving sizes for the different food groups, and what your plate should look like at each meal.

Portion Control and Healthy Substitutions

Join us to see a visual change of how portions have changed. Bring your favorite recipe with you and we will review how to make your recipes healthy without sacrificing the taste. Small adjustments can result in big changes. Join us to learn how!

Portion Control, Part 2 (November 2015)

How do I actually improve my portion sizes and not feel completely deprived? We will give you more than 10 specific techniques to help you understand how to implement portion control. And you can even leave your measuring cups at home!

Smart and Healthy Grocery Shopping

Are you a smart grocery shopper? We will give you seven tips of how you can plan ahead, take advantage of sale items and be an overall smart shopper.

Mental Health

Are you Stressed?

Everyone has some form of stress these days. We will discuss the three types of stress, how our bodies respond to stress, and most importantly, some simple techniques to reduce your stress levels. Join us for a relaxing session.

Caring for Aging Relatives

Life expectancy continues to increase each year and with that often comes the responsibility of taking care of older family and friends. We will review a variety of areas that include legal documents to have in place, options for care, and taking care of yourself so you can take care of others.

Healthy Relationships

Find out what constitutes a healthy relationship and the things you need to keep a relationship healthy. Learn tools to keep relationships healthy and skills to get relationships back on track.

Holiday Stress

Love them or hate them, the holidays are here. Come to this Holiday Stress Reducing Education Session and you'll get 10 tips to help you enjoy this holiday season! We'll share ideas for how you can reduce the stress that comes at this time of year. Take this time for yourself, enjoy a fun activity, and learn tips to enjoy the holiday season.

Live Well

Live your life well! The world is a busy place where people face a lot of challenges. Learn 10 easy tips that you can do today to help you live a better life including taking time for yourself and celebrating successes.

Mental Fitness (May 2015)

What role do your thoughts play when it comes to your health? You might be surprised to find out your brain plays a more important role than your feet or your food. Join us as we discuss the why and how behind getting mentally fit!

Time Management (April 2015)

"I'd eat well and exercise if I had the time!" Look no further for that 25th hour in your day. Join us as we discuss the basic principles of time management and provide you with the tools you need to make your health a priority.

Fitness and Active Living

Fit Exercise into Your Life

How many times have you thought or said, "I don't have time to exercise." We can prove you wrong. You will jump with excitement as we tell you how!

Fitness Fallacies (January 2015)

Interested in learning about the latest exercise trends vs. fitness fallacies? In this session, we'll discuss current exercise recommendations and debunk common exercise myths. We will also talk about how to get the most out of your workouts. This informative session will include an interactive discussion.

Getting the Most out of your Workout

Finding time for exercise can be a challenge. In this discussion, we will review the benefits of exercise as well as what you can do during your workout to get the biggest bang for your time.

Things I Wish I Knew Before My First Race (June 2015)

Thinking about joining a competitive athletic event? This session will review what you need to know to get started!

Misc. Educational Topics

15 Healthy Habits (September 2015)

Learn 15 simple habits that lead to a healthier life. You may be surprised at how many you are already doing. Areas include good nutrition, physical activity and overall well-being. We will share examples of how to add these to your daily routine.

Advanced Directives

Advanced directives are legal documents that allow you to spell out your wishes around end-of-life care. Done ahead of time, these directives generally include a living will and a durable power of attorney for health care decision making. You will learn about the importance of naming a health care proxy who is trusted to make decisions on your behalf. In this session, learn more about these documents and how you can be prepared for the future.

Are You Ready? (Emergency Preparedness)

Get ready! September is National Preparedness Month. Learn what you need to have in your house in the event of an emergency. We hear about how people have been impacted by a natural disaster and were not ready. A natural disaster can range from losing power, snow storms, tornados, hurricanes and much more.

Get Financially Fit

The news is filled with financial advice and information about what is happening with the economy. Learn three things you can implement today to save money and reduce your financial stress. This will include information on Health Savings Accounts (HSA).

Learn the Marathon eHealth Portal – Beginner and Advanced

Not sure where to start with the Marathon eHealth Portal? The eHealth Portal is full of helpful and easy-to-use tools that you can access from any computer. The beginner session will review the different tabs within the Portal and what you can do within each tab. The advanced session will review each tab more in depth. The eHealth Portal is a great place to start your health journey and these sessions will show you all the great tools.

Living a Greener Life

Every day, we hear about how to live green. What does this really mean? We will discuss simple choices you can make to lead healthier and more sustainable lives.

Men's Health

While everyone's health is important, this session will focus on men's health. We will review guidelines for preventive screenings and routine exams as well as cover the basics for every age.

Preparing for your Medical Appointment

Have an upcoming appointment with your provider or specialist? This session will provide you with tools to get the most out of your appointment.

Senior Health

Healthy aging is a hot topic among baby boomers across the country. Learn about healthy aging, including diet and exercise tips, preventive health information and managing lifestyles as you get older.

Smoking Cessation

Want to quit smoking but not sure where to start? We can help. Did you know within minutes of quitting, your body can benefit? We will discuss short and long term health benefits of quitting and outline five success factors that can help you meet your goal.

Summer Fun in the Sun (Summer Safety)

Summers can be filled with swimming, hiking, biking and lots of sunshine. Learn about how to defend yourself against the sun's harmful rays, bug bites and more! Kick back and relax this summer, knowing how to protect yourself and your family and have summer fun!

What is Health Coaching?

Join us to learn what health coaching is all about. Health coaching may be a new concept and we will explain about the many ways it can be used to improve or maintain your health. This session will help you understand health coaching and what to expect so that you can come to appointments prepared.

Women's Health

While everyone's health is important, this session will focus on women's health. We will review guidelines for preventive screenings and routine exams as well as cover the basics for every age.

Work Smarter, Not Harder

Work smarter, not harder! Learn tips on how to find more time throughout your day and spend more time on the things you love. We will explore three new techniques that will help you work more efficiently and effectively and spend more time on the things you enjoy doing.

Weekly Challenges

Complete Wellness Challenge

An eight-week challenge for people to focus on a health goal while utilizing health coaching services at the onsite health center. Participants must set a personal health goal and complete a minimum amount of coaching visits at the center. A corresponding education session is available on motivation.

Elevator Campaign

Choosing the stairs instead of the elevator is a quick way for people to add physical activity to their day. This package will allow you to create a campaign to encourage employees to take the stairs and provide motivational signs for the stairways.

Get Moving with Marathon Health! Walking Challenge (February 2015)

This weekly challenge encourages people to get moving every day! Participants log steps during the course of several weeks and work together to increase activity. The goal is 10,000 steps a day. Get Moving today with Marathon Health!

Kids Health Challenge – Healthy Eating

This four-week challenge will encourage kids to learn about the foods they are eating. Each week focuses on a different area of healthy eating including food labels, serving sizes, and eating the recommended fruits, vegetables and dairy products. Participants will complete an activity each week and turn them back to the onsite health center at the end of four weeks.

Kids Health Challenge – Physical Activity

Get out and move! This four week challenge promotes being active. Kids will learn about different types of exercise and physical activity and track their movement throughout the challenge. Other related topics include eating healthy to stay active and drinking enough water. At the end of the four weeks, the child can turn in their packet to the onsite health center.

Maintain, Don't Gain

Trying to beat that holiday bulge? This miniseries of two workshops combined with two weigh-ins, will help you approach the holiday season with goals in mind. Learn how to navigate and make the best choices at the dinner table and how to find time to exercise during the busy holiday season. Can't make it to both sessions? That's ok, you will still benefit from attending one.

Rate My Plate Miniseries

Rate My Plate is a four-week mini-series of educational programs covering nutrition topics like food labels, counting calories, healthy substitutions and portion sizes.

Ready, Set, Go Physical Activity Challenge

Participants set their own goals in this twelve week physical activity challenge that encourages people to be active with all types of activity.

The Winning at Losing Program

The Winning at Losing program is a 12-week weight loss competition, based on percentage of weight loss, not total pounds lost. Participants will weigh-in each week at the onsite health center. Each week, participants who weigh in will receive an email with updates in the program, health tips and motivation. While there is no formal weekly meeting, several sites encourage regular meetings for people to share successes and the challenges they face.

Train for a 5K Program

Partner with your Marathon Health clinical team during this unique 5K run/walk training program. Whether you're a walker or runner, this 5K training program is designed to help get your body and mind ready to complete a 5K. Weekly training tips about proper nutrition and a training schedule will be provided.

Group Programs/Workshops

Tobacco Cessation

This is a 6-8 week course for people who are interested in learning about quitting tobacco. The program is geared towards people who have expressed an interest in learning about how to quit tobacco and is thinking about quitting. Each session has specific objectives and activities, leading up to a quit date. Participants will have the option of take-home activities.

Building Resiliency- Stress Management

Are you interested in learning how to better cope with stress and adversity? You don't have to do it alone. The 12-week Building Resilience Workshop series offers you an opportunity to

- learn and practice effective stress management methods and techniques,
- support others in their efforts, and
- be supported in yours.

Information will be shared on how to better manage your time, improve your well-being, and increase quality of life. Through these techniques, you will learn your stress triggers and your behavior patterns, and you will develop a personalized plan to better cope with stress.

The Numbers Game (Improve your Wellness Score)

This challenge will encourage employees to learn and improve their wellness score. To get started, employees will need to have completed a biometric screening, the Marathon Health Questionnaire (MHQ) or Health History Risk Assessment (HHRA) online and a Comprehensive Health Review (CHR). From there, employees can work to improve their individual score and the overall score of the company. Have multiple sites? Launch a competition!

Chronic Disease Support Program

Living with a chronic disease? This could include a heart condition, a lung condition, migraines, asthma, or something that affects you daily. This program will support individuals to master the self-management of these conditions to benefit your overall health. Share your challenges and successes and learn from others.

Health Center Promotional Programs

Awareness Campaigns

Our health center will have materials available around the following topics during an awareness week: Men's Health, Women's Health, Employee Fitness Week. Materials will include teaching tools, Marathon Health branded handouts and displays. We can also coordinate with you a communication effort to remind employees about these health topics.

Blood Pressure Screening Checks

Our clinicians will take their services to you! Blood pressure screenings are a great check point for everyone. The team will set up a table in a central location (cafeteria, break room, etc.) and will have a quiet place to take a blood pressure. Educational materials are provided to participants as well as a tracking card.

Cooking Program

Whether you have a teaching kitchen or not, this session is for you! The clinical team will provide healthy cooking classes at your site. As long as we have an electrical outlet, we can cook!

Drop –in Walking Program

Our health center staff will provide informal walking groups at set times during the week. The staff will find a safe walking route for a group to use.

Grocery Store Tours

Our clinical team will organize a grocery store tour to highlight the healthy foods in the store near you. Grocery stores design their shelves and displays to encourage you to buy a variety of foods. We will teach you the tips and tricks to shop healthy!

Health Fair Participation

Offering a health or wellness fair to your employees? We are happy to host a table at the event. The Center will remind employees about the services we have, provide educational material, and focus on a topic of your choice.

Open House

Open the doors to the health center for everyone to visit. An open house is a great event to bring people into the center in an informative and relaxed atmosphere.

Tour the Portal

Challenge your employees to take a tour of the Marathon eHealth Portal and complete their Health History Risk Assessment (HHRA).

Tell a Friend

Tell a friend to complete their Comprehensive Health Review (CHR) and when they do, you are registered to win a \$50 gift card.

What's in Your Lunchbox?

This is a challenge to encourage employees to bring healthy lunches to work. The clinical team will check lunch bags and, if deemed healthy, a small prize can be awarded.

Displays for Health Expos, Benefit Fairs, Tabling Events

These displays can be borrowed from the Marathon Health Vermont office.

Cholesterol Flip Chart – This 12x17" display explains the difference between good and bad cholesterol, risks of high cholesterol and tips to reduce cholesterol.

Clogged Artery Model – Made with synthetic tissue, this artery model simulates what an artery looks like when clogged with plaque.

Diabetes Education Chart Set – Explain the facts about diabetes with three posters (20x26") that graphically describe how diabetes develops, the difference between type 1 and type 2 and how to control diabetes.

Fat Facts Test Tubes – Filled with oozing simulated fat, these test tubes compare the fat, calorie and cholesterol content of ten different foods. There are several test tube sets including

- saturated and unsaturated fats
- comparison foods
- snack foods
- vending machine foods
- fast foods

Fats in Foods – This display highlights several foods and shows the amount of fat in the food with a corresponding amount of butter.

Globs of Fat – Made with a synthetic tissue, these displays show users what fat (1 pound and 5 pounds) looks like inside the body. This display makes a lasting impression.

High Blood Pressure Flip Chart – This flip chart gives practical, real-life strategies for preventing and controlling high blood pressure. The flip chart has six panels and measures 12x17".

Jar of Tar – A year's worth of tar model. Tar is sealed in an easy-to-handle, shatterproof container that allows everyone to get a firsthand look at the gooey, cancer-causing liquid created by cigarette smoke. This model represents the amount of tar that goes through the lungs of a half-pack-a-day smoker in the span of 1 year.

Salt in Foods – This display showcases several common foods and the amount of salt in each food.

Sugar Facts Test Tubes – Displayed in grams, these test tubes compare the amount of sugar in nine common foods.

Sugar in Drinks – This display encourages users to "rethink their drink" when shown popular beverages and the amounts of sugar in each beverage.

Portion Patrol Activity Set – This lineup of 12 food models engages user to select the correct portion size of steak, beans, pasta and orange juice.

Marathon Health Topic Handouts
(1-2 pages, printed; available in English and Spanish)

Advanced Directives
Allergies
Asthma
Blood Pressure – Teachable Moment
Body Fat Percentage – Teachable Moment
Body Mass Index (BMI) – Teachable Moment
Cholesterol – Teachable Moment
Chronic Kidney Disease
Chronic Obstructive Pulmonary Disease (COPD)
Congestive Heart Failure (CHF)
Coronary Artery Disease (CAD)
Depression
Diabetes – Teachable Moment
Diet and Nutrition
Flu Flyer *(Not Available in Spanish)*
Gastroesophageal Reflux Disease (GERD)
Healthy Weight
High Blood Pressure
High Cholesterol
High Triglycerides
Irritable Bowel Syndrome
Low Back Pain
Lyme Disease
Migraines
Men's Health – Prostate
Men's Health – Testicular
Metabolic Syndrome
Osteoarthritis
Osteopenia and Osteoporosis
Peptic Ulcer Disease
Physical Activity
Pre-diabetes
Pre-hypertension
Rheumatoid Arthritis
Sleep
Stress Management
Thyroid Health
Tobacco
Waist Circumference – Teachable Moment
Women's Health – Breast
Women's Health – Cervical
Women's Health – Pregnancy

Health Center Communications Launch Package

Health Center Announcement

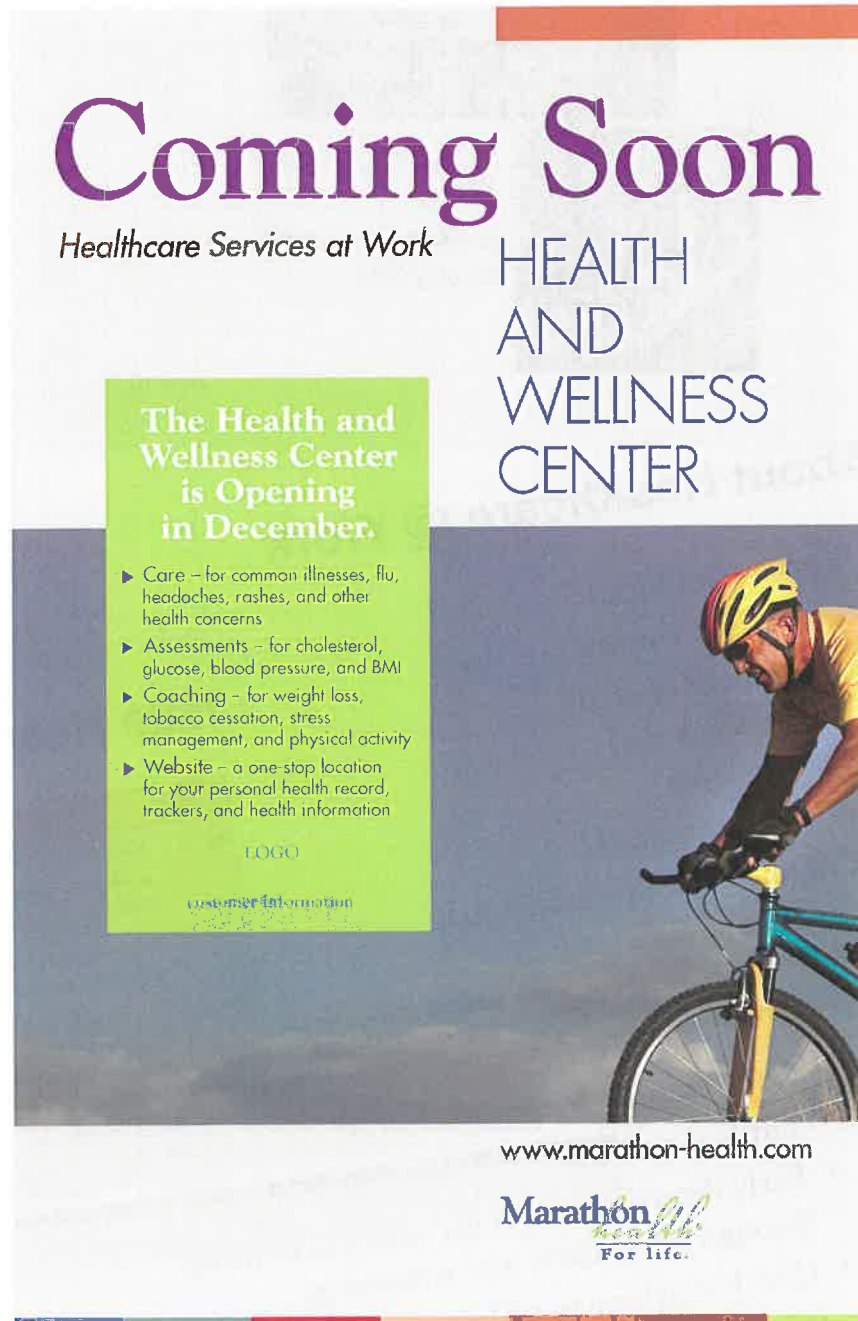
Marathon Health is a healthcare company that creates trusting relationships. We inspire people to make dramatic, long-term changes in their lives. Those changes help people lead healthier lives and lower their risk for disease, which in turn helps their employers stabilize healthcare costs. It's simple equation that yields powerful results. When it works—and we can prove that it does—the results show in the emotions and on the faces of everyone involved.



We are pleased to announce the availability of the Health and Wellness Services. Enclosed you will find information that may assist you in taking part in the new health services. The Health and Wellness Services are voluntary and available to you free of charge. The services are offered by licensed healthcare providers who specialize in care and coaching in the workplace. All locations will receive services from a dedicated Wellness Coach who will visit your location throughout the year. There will be 3 part-time clinicians and 2 part-time medical assistants who will be located in our BPK and CLV facilities, in the Wellness Center, and a Vermont-based clinician to serve the remaining locations via a circuit rider approach. Additional telephonic coaching support will also be available. Schedules and hours of operation will be posted at each location. For more information about these services, please contact us at We look forward to meeting you and working together to help you achieve your optimal health.

The Health and Wellness Services are voluntary and available to you free of charge. The services are offered by licensed healthcare providers who specialize in care and coaching in the workplace. All locations will receive services from a dedicated Wellness Coach who will visit your location throughout the year. There will be 3 part-time clinicians and 2 part-time medical assistants who will be located in our BPK and CLV facilities, in the Wellness Center, and a Vermont-based clinician to serve the remaining locations via a circuit rider approach. Additional telephonic coaching support will also be available. Schedules and hours of operation will be posted at each location. For more information about these services, please contact us at We look forward to meeting you and working together to help you achieve your optimal health.

Health Center Announcement



The poster features a cyclist in a yellow jersey and helmet riding a teal and yellow bicycle against a blue sky background. A green rectangular box on the left contains text about the center's opening and services. The top right has the text 'HEALTH AND WELLNESS CENTER' in blue. The bottom right includes the website 'www.marathon-health.com' and the 'Marathon health For life.' logo. A horizontal bar with segments of blue, green, red, orange, and yellow is at the bottom.

Coming Soon

Healthcare Services at Work

HEALTH AND WELLNESS CENTER

The Health and Wellness Center is Opening in December.

- ▶ Care – for common illnesses, flu, headaches, rashes, and other health concerns
- ▶ Assessments – for cholesterol, glucose, blood pressure, and BMI
- ▶ Coaching – for weight loss, tobacco cessation, stress management, and physical activity
- ▶ Website – a one-stop location for your personal health record, trackers, and health information

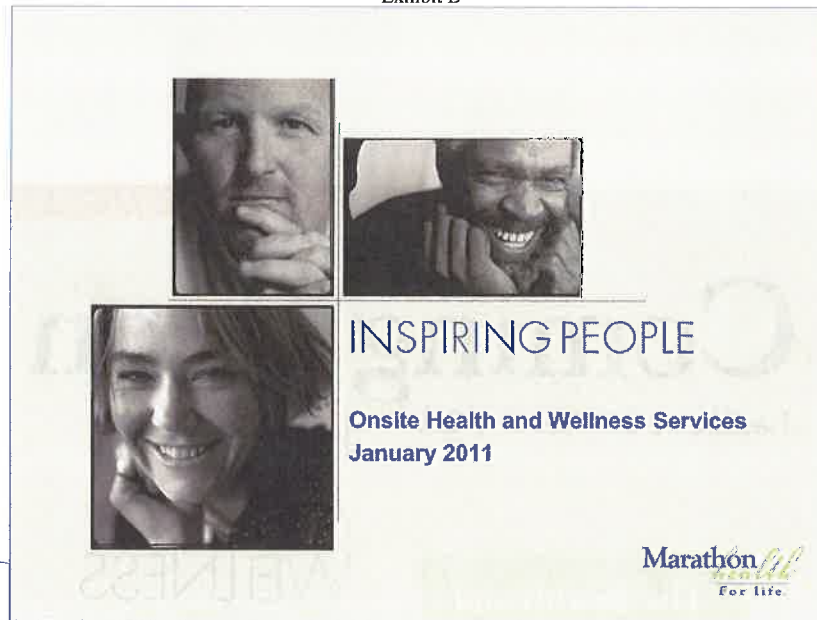
LOGO

customer information

www.marathon-health.com

Marathon
health
For life.

Coming Soon Poster



Q/A About Healthcare @ Work

- What is onsite healthcare?
- Who is Marathon Health?
- Why is this benefit offered?
 - Benefits to your company
 - Benefits to employees
- How does this service work?
- Is my health information confidential?

Onsite Healthcare?

Details

Sore throat, headache, skin problems, sprains and strains, allergies, GI problems, etc

Screenings for cholesterol, blood pressure, glucose levels, etc

Coaching for weight loss, stress management, tobacco cessation and physical activity.
Disease management for diabetes, heart disease, high blood pressure, etc

- Easy access to
- Little or no w
- Early detection of serious health conditions through assessments and screenings
- Health coaching to address weight loss, tobacco cessation, and stress
- Support and tools to take active role in health and healthcare

FAQ's About Health Center

Leading the way to healthier habits

I. General Health and Well Being

1. In general, my overall health is:

- ☐ Excellent
- ☐ Very Good
- ☐ Good
- ☐ Fair
- ☐ Poor

2. In general, are you satisfied with your life?

- ☐ Yes
- ☐ No
- ☐ Partly

3. Please indicate the current level of stress in your life:

- ☐ Low
- ☐ Medium
- ☐ High

4. In general, I feel that:

- ☐ I cope well with stress
- ☐ I do not cope well with stress

II. Health History

1. Current Symptoms: Mark any of the following symptoms you have experienced within the last 2-4 weeks:

- ☐ Lost 10 or more pounds recently (even though eating normally)
- ☐ Gained 10 or more pounds (in the past year)
- ☐ Fatigue
- ☐ Difficulty falling asleep or wake up often at night
- ☐ Chronic pain lasting 3 or more months
- ☐ Chest pain, discomfort, or pressure
- ☐ Palpitations (pounding, racing or irregular heartbeat)

☐ Wheezing

☐ Shortness of breath

☐ Dizziness

☐ Felt down, depressed or hopeless

☐ Felt little interest or pleasure in doing things

☐ Loss of enjoyment in previously pleasurable activities

☐ Depressed, sad, or blue for days or weeks at a time

☐ Death in my family (within the last year)

☐ None of these symptoms

2. Current Health History: Has a healthcare provider informed you that you currently have any of the following health problems?

☐ Asthma

☐ Emphysema

☐ Chronic bronchitis

☐ High blood pressure

☐ Coronary artery disease

☐ Angina pectoris

☐ Heart valve disease

☐ Congestive heart failure

☐ High cholesterol

☐ Diabetes

☐ Cancer

☐ Depression

☐ None of these health problems

3. Past Health History: Have you had any of the following health problems in the past?

☐ Colon polyps

☐ Stroke

☐ Cancer

☐ None of these health problems

FAQs About Health Center

The image shows a stack of six promotional flyers for 'Marathon health For life.' The flyers are arranged in a fan-like stack, with the top flyer being the most prominent. Each flyer has a red background with white text and the 'Marathon health For life.' logo. The flyers are numbered 1 through 6, with the top flyer showing 'NOW OPEN' and 'The Health Center at the Viva Verna! Center'. The other flyers show numbers 1 through 5, suggesting a six-week countdown.

Six Week Count Down Flyer

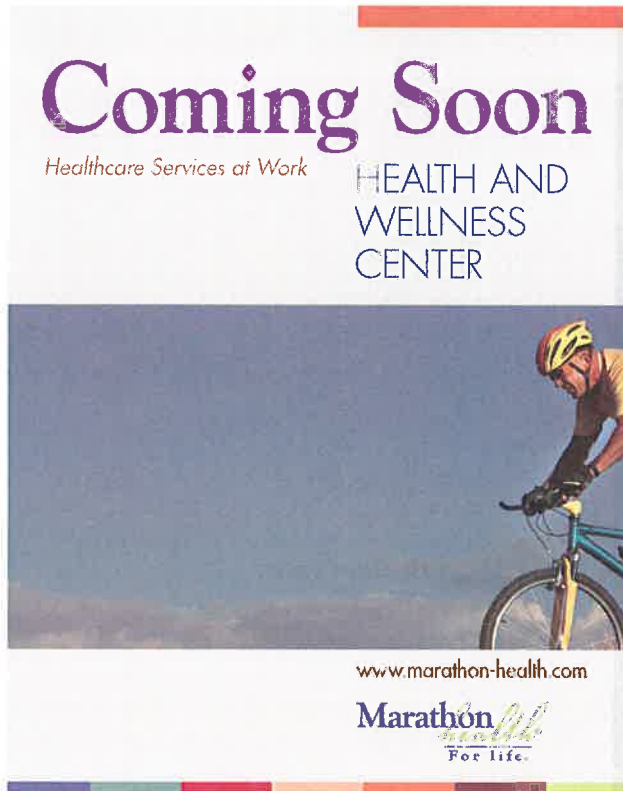
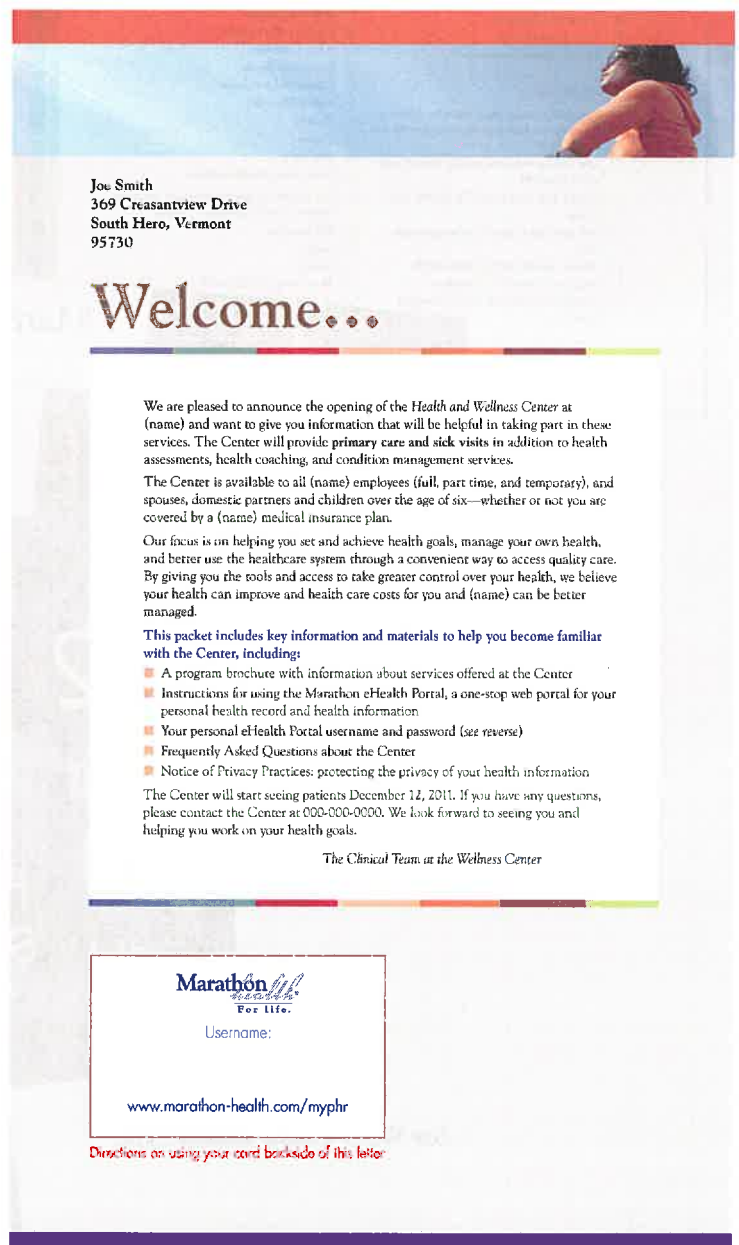


Table Tent



Portal Letter

Health Center Handbook

M Our focus is on helping you set and achieve health goals, manage your own health, and better use the healthcare system. As a result, we believe we will help your employer reduce the cost of healthcare by giving you the tools you need to take greater responsibility for your own health.

Health and Wellness Services



Marathon
For Life

Health Assessments

Leading the way to healthier habits

Biometric Screening

Achieving and maintaining good health is a continual process and it's important to have the right information on hand, when it's needed. The eHealth Portal you will:

- Schedule appointments
- Look up health information
- Receive health tips
- Contact a health expert
- Access your Personal Health Record (PHR)
- Track your progress

The eHealth Portal is completely confidential and it's important to have the right information on hand, when it's needed. The site is protected by a secure username and password to ensure the highest level of confidentiality for your personal health information. The Portal provides secure web messaging so that you can stay in touch with the staff at the Healthy Living Wellness Center.

The place to begin your health journey is secure. marathonhealth.com/portal. This website is personalized with a Personal Health Record (PHR) that contains all of your health information in one place, medical resources from Healthwise® and PNC®, interactive activity and nutrition tools from PureWellness®, and changing health tips for continually improving your health.

Preventive and Wellness Programs

Healthwise

Achieving and maintaining good health is a continual process and it's important to have the right information on hand, when it's needed. The eHealth Portal is your health "home base" where you will:

Technology Tools

Leading the way to healthier habits

eHealth Portal

Achieving and maintaining good health is a continual process and it's important to have the right information on hand, when it's needed. The eHealth Portal is your health "home base" where you will:

- Schedule appointments
- Look up health information
- Receive health tips
- Contact a health expert
- Access your Personal Health Record
- Track your progress

The eHealth Portal is completely confidential and any personal health information that is recorded in your PHR will not be shared. The site is protected by a secure username and password to ensure the highest level of confidentiality for your personal health information. The Portal provides secure web messaging so that you can stay in touch with the staff at the Healthy Living Wellness Center.

Personal Health Record

The care process begins by building your Personal Health Record, which starts with the information collected from the biometric screening and the HIRA questionnaire. This information is used to create a complete picture of your health and is documented in the PHR. The PHR is completely confidential and organizes all medical information in one place, including your treatment plans, notes on goals, and progress. With all your information in one place, you can easily share your PHR with other healthcare providers.

Health Evaluation Tools

Problem-Knowledge Couplers (health evaluation tools) provide comprehensive health advice based on the specifics of your life and your medical problem. This roadmap makes navigating your health easier for you and your healthcare provider. Each Coupler leads you through a series of questions to collect relevant information about specific medical conditions. The Couplers match your information with the latest medical information to produce customized advice, including potential causes, treatments, and management strategies.

CONFIDENTIALITY STATEMENT
The treatment you receive and the data and information in your Personal Health Record are completely confidential. By law, health information can not and will not be shared with anyone. For more information on the Marathon Health Privacy Policy, visit www.marathon-health.com/privacy or contact us at 1-800-857-0400 and ask to speak with our privacy officer.

Marathon
For Life

www.marathon-health.com/myphr

Exhibit B



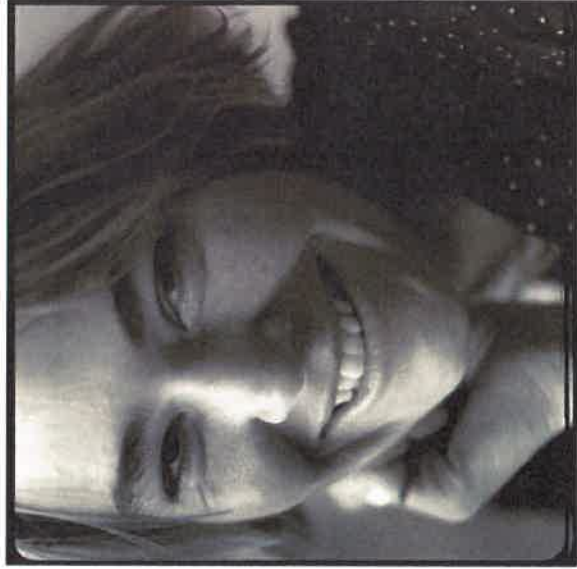
Magnet



Open House Postcard

Exhibit B

Marathon
health[®]
For life.



INSPIRING PEOPLE

Marathon Health Client Reporting Package

Sample Monthly and Periodic Reports



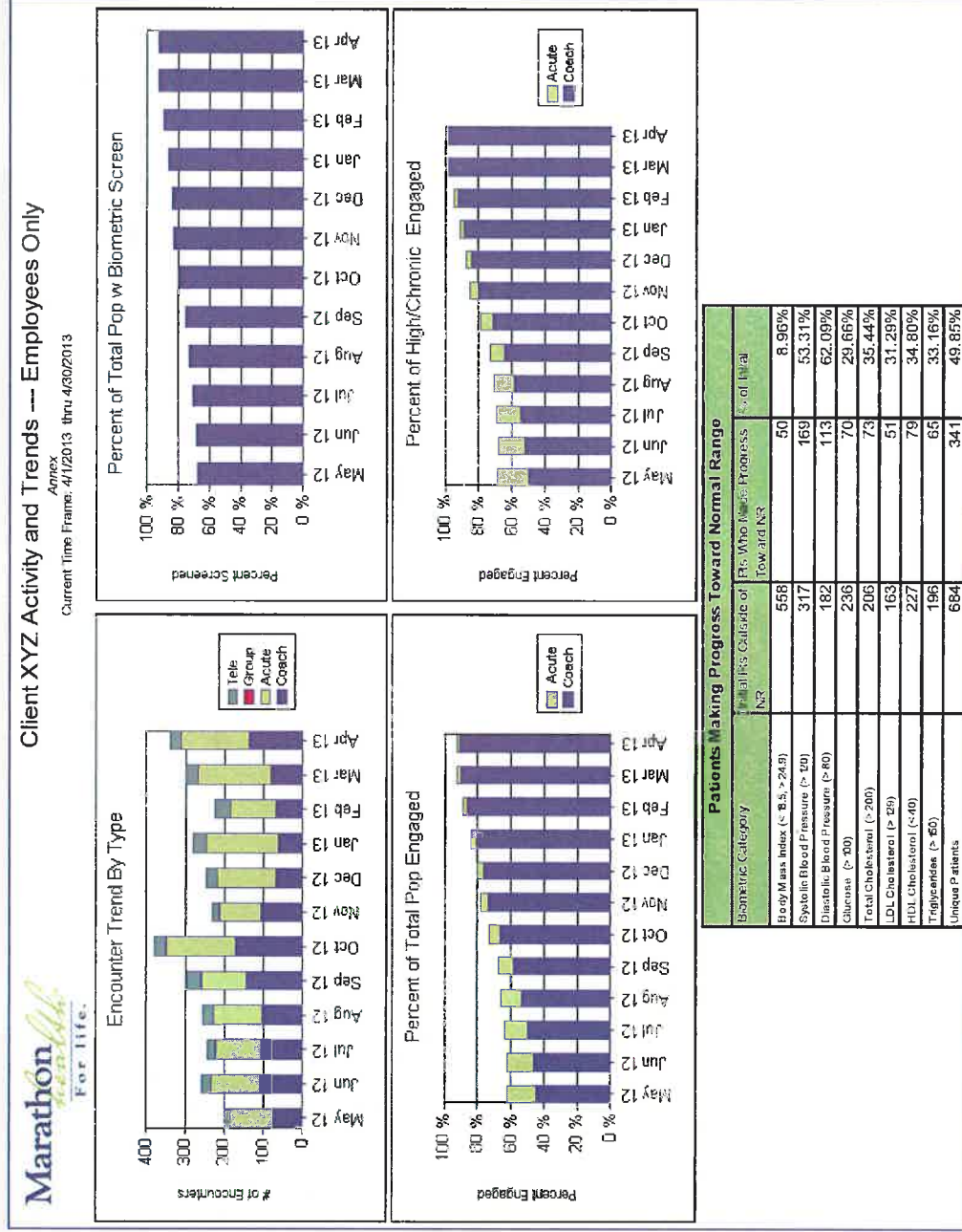
Capturing Value

Exhibit B



Monthly Dashboard – Key Trends at a Glance

Encounter Volume by Type, Screening Rates, Engagement for Whole Population & High Risk Population, and Progress on Biometric Risk Factors



Monthly Report Detail: ^{Exhibit B} Encounter Trend by Type

Monthly Visit Volume for Health Coaching, Acute Care, Group Care, Group Visits & Telephonic

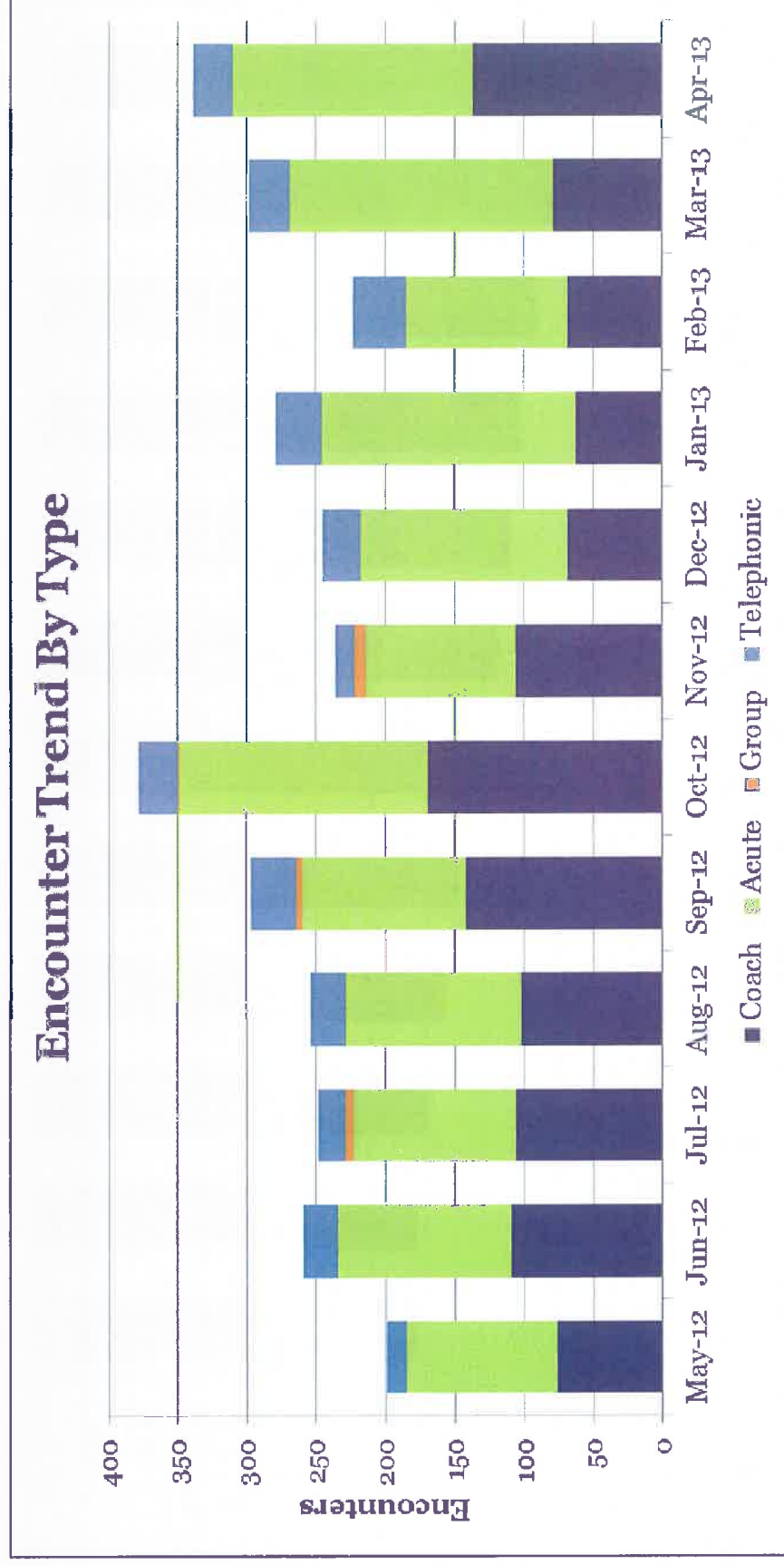


Exhibit B

Monthly Report Detail: Percent of Population with a Biometric Screening

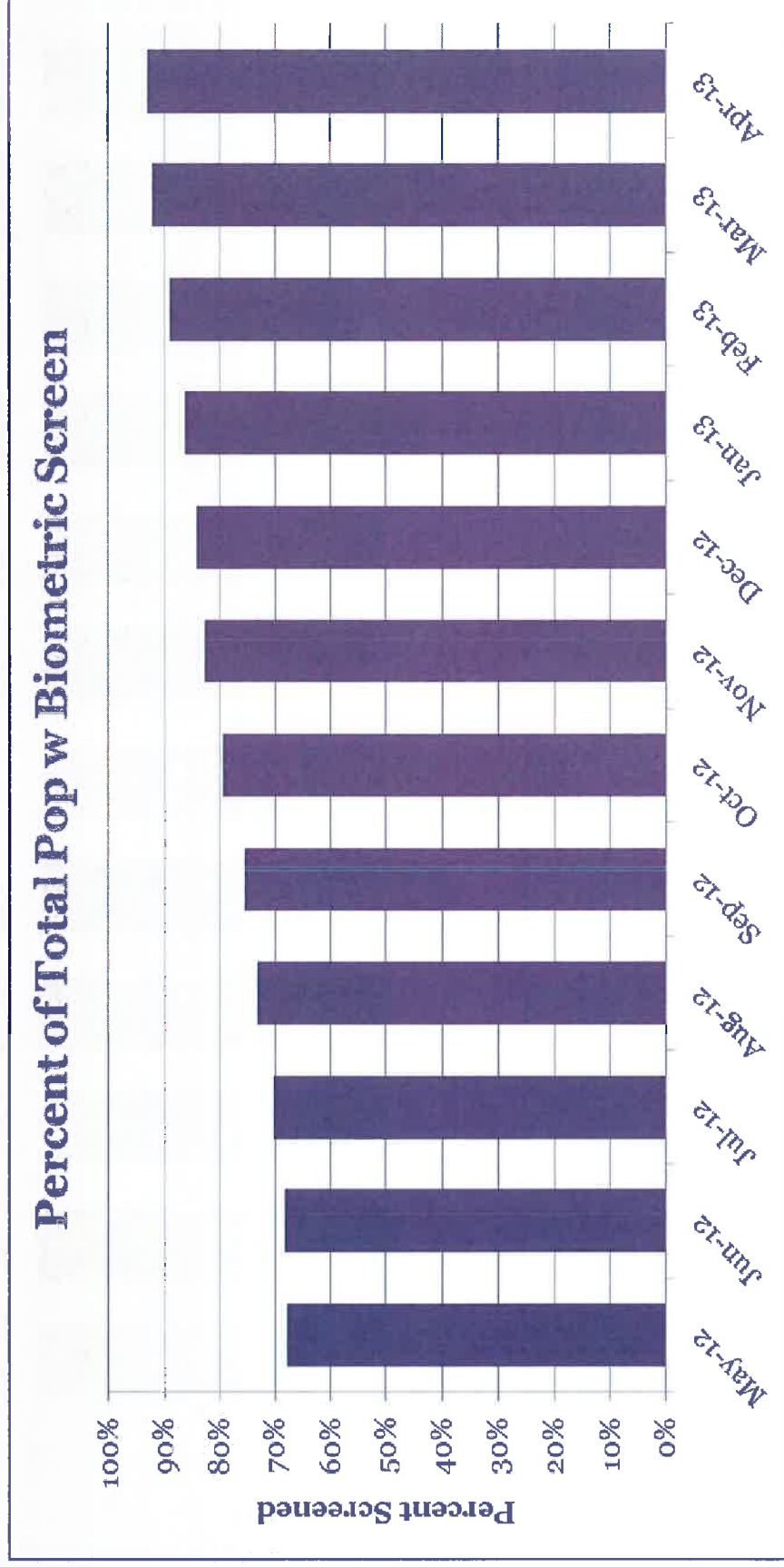


Exhibit B Monthly Report Detail: Percent of Total Population Engaged

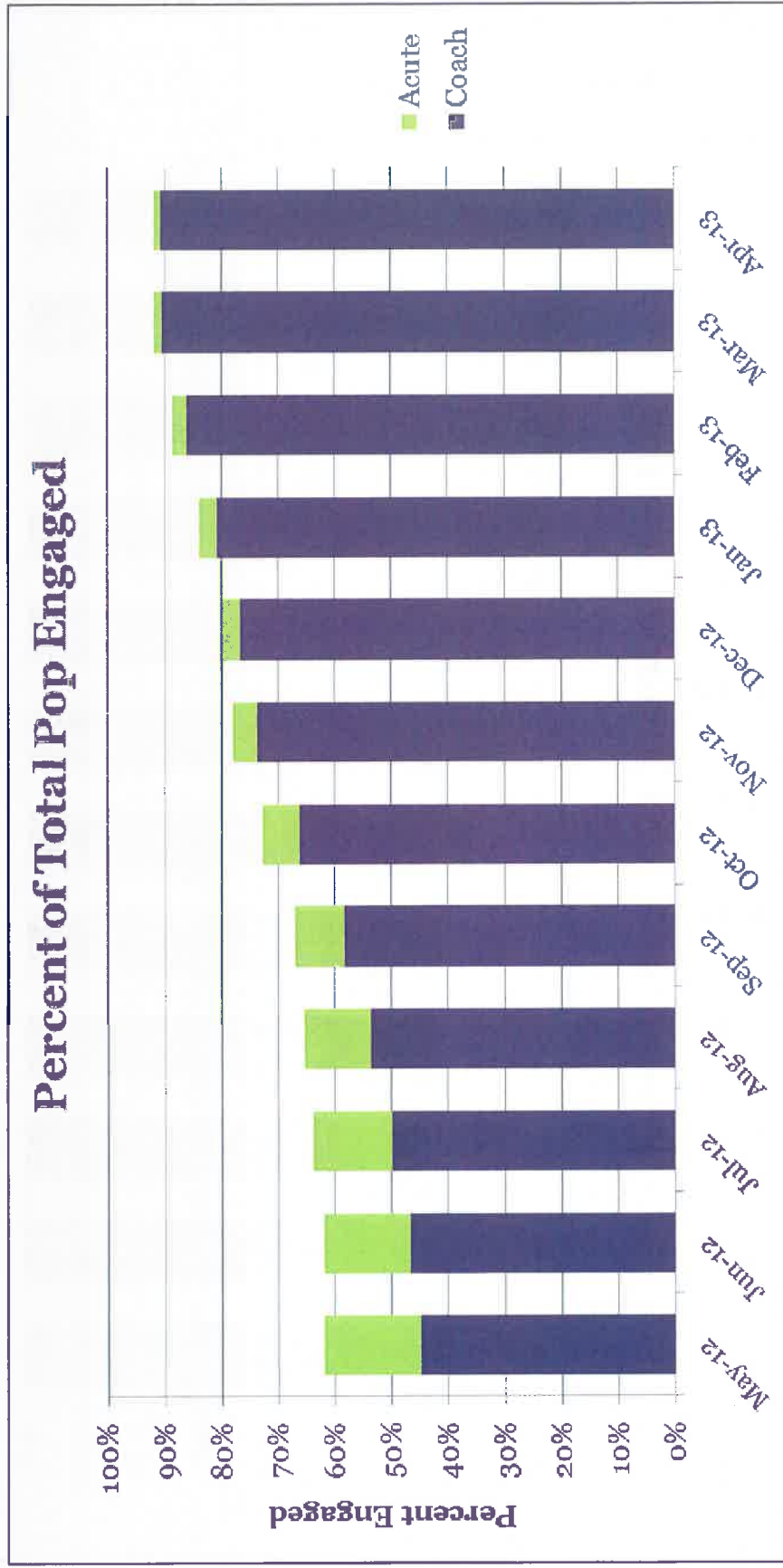


Exhibit B Monthly Report Detail: Percent of High Risk / Chronically Ill Population Engaged

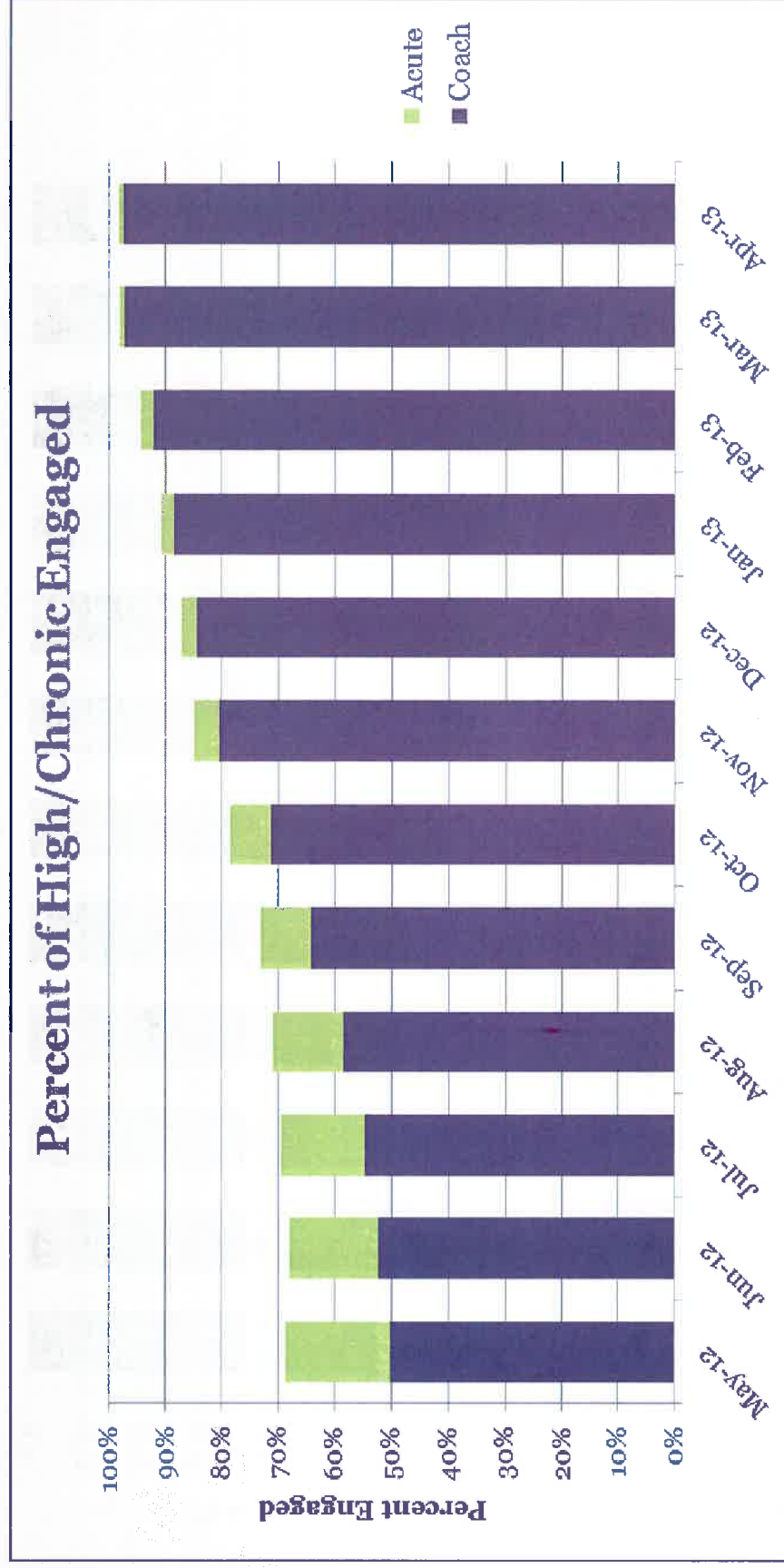


Exhibit B Monthly Report Detail: Percent of At-Risk Patients Making Progress Toward Normal Range

Patients Making Progress Toward Normal Range			
Biometric Category	Initial Patients Outside of Normal Range	Patients Who Made Progress Toward Normal Range	Percent Making Progress
Body Mass Index (< 18.5, > 24.9)	558	50	8.96%
Systolic Blood Pressure (> 120)	317	169	53.31%
Diastolic Blood Pressure (> 80)	182	113	62.09%
Glucose (> 100)	236	70	29.66%
Total Cholesterol (> 200)	206	73	35.44%
LDL Cholesterol (> 129)	163	51	31.29%
HDL Cholesterol (< 40)	227	79	34.80%
Triglycerides (> 150)	196	65	33.16%
Unique Patients	684	341	49.85%

Monthly Report Detail: Patient Encounters / Labs

Summary and Savings from Redirected Care

CPT4 Code	Description	Patient Encounters and Savings from Redirected Care (Current)		
		Encounters	Fee Equivalent	Total Savings
36415	*Venipuncture	71	\$20.00	\$1,420.00
99213	Office Visit, Est. – L3 (15 min)	70	\$69.68	\$4,877.60
99403	Preventive Med Counseling – L3 (45 min)	62	\$87.99	\$5,455.38
36416	*Fingerstick (Capillary Blood Collection)	51	\$20.00	\$1,020.00
80061	*Cholesterol(s)	51	\$20.00	\$1,020.00
82947	*Glucose	51	\$15.00	\$765.00
99402	Preventive Med Counseling – L2 (30 min)	49	\$63.05	\$3,089.45
93000	*EKG	29	\$30.00	\$870.00
98967	Tele Med Management (11-20 min)	22	\$26.00	\$572.00
99401	Preventive Med Counseling – L1 (15 min)	21	\$36.21	\$760.41
99395	History and Physical Exam, ages 18-39	20	\$96.75	\$1,935.00
86580	*Tuberculosis Test, PPD	19	\$12.00	\$228.00
99396	History and Physical Exam, ages 40-64	16	\$105.95	\$1,695.20
90658	*Influenza Vaccine	15	\$10.00	\$150.00
87430	*Rapid Strep	12	\$15.00	\$180.00
98966	Tele Med Management (5-10 min)	11	\$15.00	\$165.00
J7613	*Albuterol	11	\$3.00	\$33.00
99404	Preventive Med Counseling – L4 (60 min)	10	\$113.04	\$1,130.40
94640	*Inhalation Therapy	10	\$15.00	\$150.00
90714	*Tetanus Vaccine, (Td)	10	\$12.00	\$120.00
99173	*Vision Screening	6	\$5.00	\$30.00
99397	History and Physical Exam, ages 65 and older	5	\$119.26	\$596.30
99212	Office Visit, Est. – L2 (10 min)	4	\$41.74	\$166.96
90371	*Hep B Vaccine	4	\$12.00	\$48.00
90782	*Injection	3	\$20.00	\$60.00
10060	*I & D Abscess, Simple	2	\$104.00	\$208.00
95115	*Allergy Injection	2	\$12.00	\$24.00
99211	Office Visit, Est. – L1 (5 min)	2	\$19.60	\$39.20
99202	Office Visit, New – L2 (20 min)	1	\$71.63	\$71.63
90715	*Tetanus Vaccine	1	\$10.00	\$10.00
99411	Preventive Med Group Counseling (30 min)	1	\$15.60	\$15.60
*These lab/other encounters are excluded from total encounter count.		294		\$26,956.13

Monthly Report Detail: Top 20 Diagnoses

Patient Diagnoses - Top 20 (Current)		
ICD9 Code	Description	Total
V70.3	Physical exam (annual, work, camp or school)	116
V70.0	Comprehensive Health Review	92
V82.9	Screening, unspecified	52
465.9	Upper respiratory infections	21
401.9	Hypertension	12
268.9	Unspecified vitamin D deficiency	12
V65.3	Diet and exercise counseling	9
V04.8	Influenza vaccine, prophylactic	9
V65.42	Smoking cessation counseling	9
599.0	Urinary tract infection	8
244.9	Hypothyroidism	7
466.0	Bronchitis, acute	6
309	Stress	6
250.00	Diabetes mellitus, without complication	5
386.9	Vertigo	5
493.90	Asthma	4
272.0	Hypercholesterolemia	4
793.82	Nonspecific (abnormal) findings on radiological and other examination	4
462	Pharyngitis, acute	4
99.38	Tetanus toxoid administ	4
	All Other	124
	Total	513

Exhibit B

Monthly Report Detail: Rx Summary

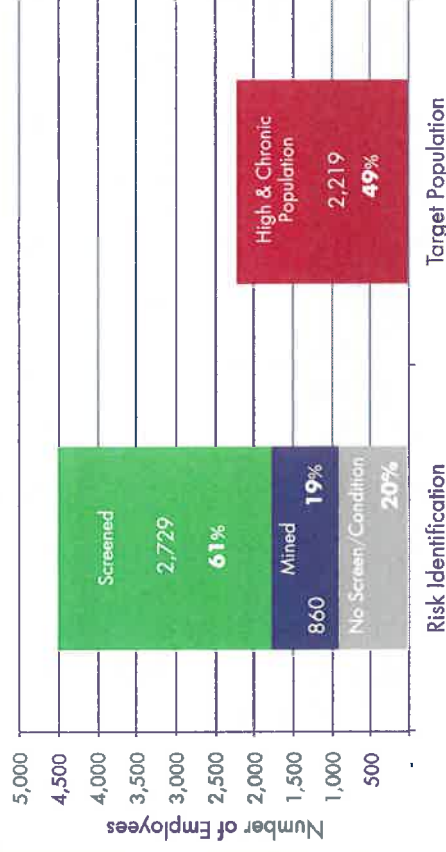
Prescriptions - Top 20 (Current)	
Medication	Total
ibuprofen	22
Zithromax Z-Pak	19
Ventolin HFA	10
azithromycin	6
multivitamin	5
Mucinex D	5
methylprednisolone	5
hydrochlorothiazide	4
Cipro	4
amoxicillin	4
Afrin Sinus	4
Mucinex	4
Vitamin D3	4
Vicks DayQuil-NyQuil	4
nicotine (polacrilex)	4
sulfamethoxazole-trimethoprim	3
omeprazole	3
triamcinolone acetonide	3
meclizine	3
lisinopril	3
All Other	54
Total	173

Screening and Risk ID – Year 1

Shows Screening and Claims Mining in Relation to Target Population Identification

Employees

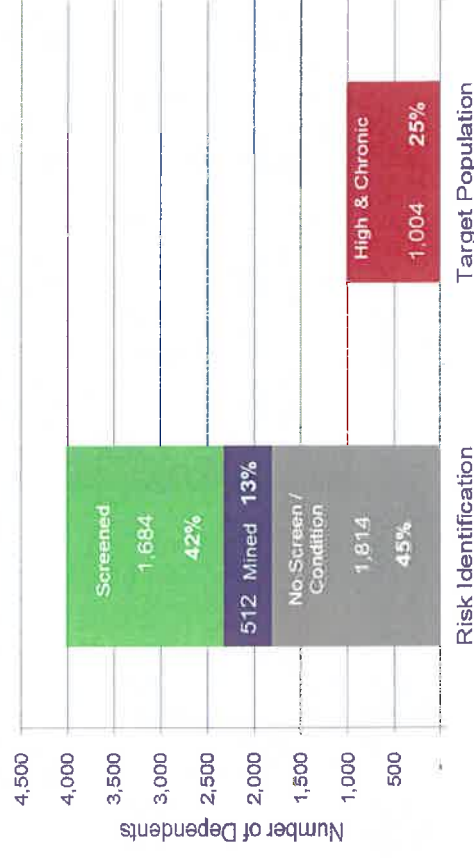
Year 1 Chronic & AtRisk Population As Percentage of Screened/Mined



Total Eligible Employee Population

Dependents

Year 1 Chronic & At-Risk Population As Percentage of Screened/Mined

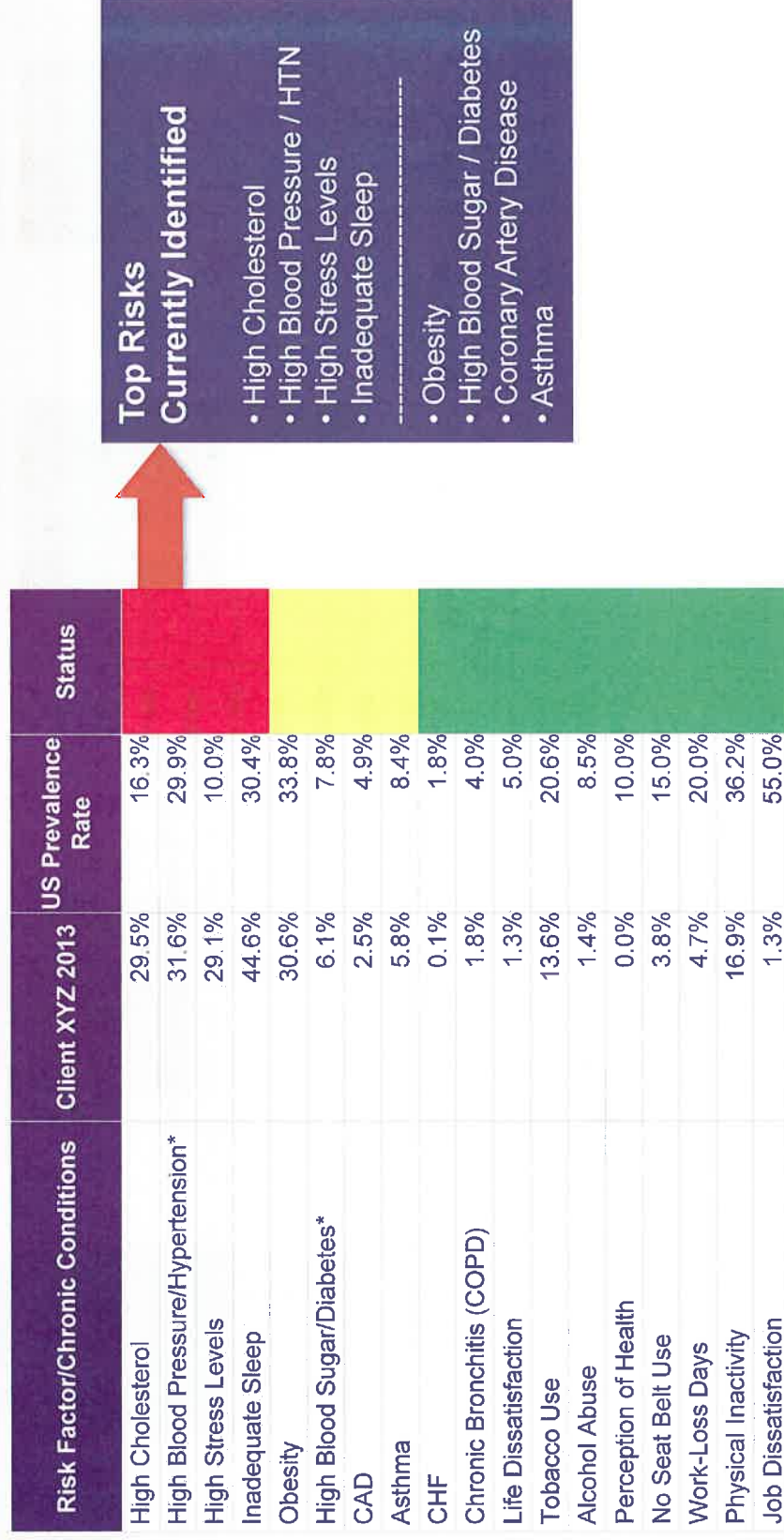


Total Eligible Dependent Population

Prevalence of Risks and Disease

Exhibit B

Shows Client's Prevalence Rates Relative to US Benchmarks – Aids Development of Customized Outreach and Education



Risks vs. Top Diagnoses

Compares Top Risk Factors and Chronic Diseases to Health Center Activity

Top Risks Currently Identified

- High Cholesterol
 - High Blood Pressure / HTN
 - High Stress Levels
 - Inadequate Sleep
-
- Obesity
 - High Blood Sugar / Diabetes
 - Coronary Artery Disease
 - Asthma

Patient Diagnoses - Top 25 (Current)		
Description	Total	
Hypertension	520	
Diabetes mellitus	354	
Allergic rhinitis	225	
Diet and exercise counseling	222	
Physical exam (annual, work, camp or school)	220	
Diabetes mellitus, without complication	219	
Upper respiratory infections	207	
BMI 40 and over	174	
Health education, advice	136	
Comprehensive Health Review	128	
Cholesterol or triglycerides elevated	125	
Hyperlipidemia	105	
Unspecified vitamin D deficiency	102	
Bronchitis, acute	98	
Cough	85	
Back pain, lower	84	
Pharyngitis, acute	84	
Fatigue	82	
Knee pain	76	
Sinusitis, acute	73	
Benign essential hypertension	71	
Type II diabetes mellitus	62	
Smokes cigarettes	58	
Urinary tract infection	58	
Stress	55	

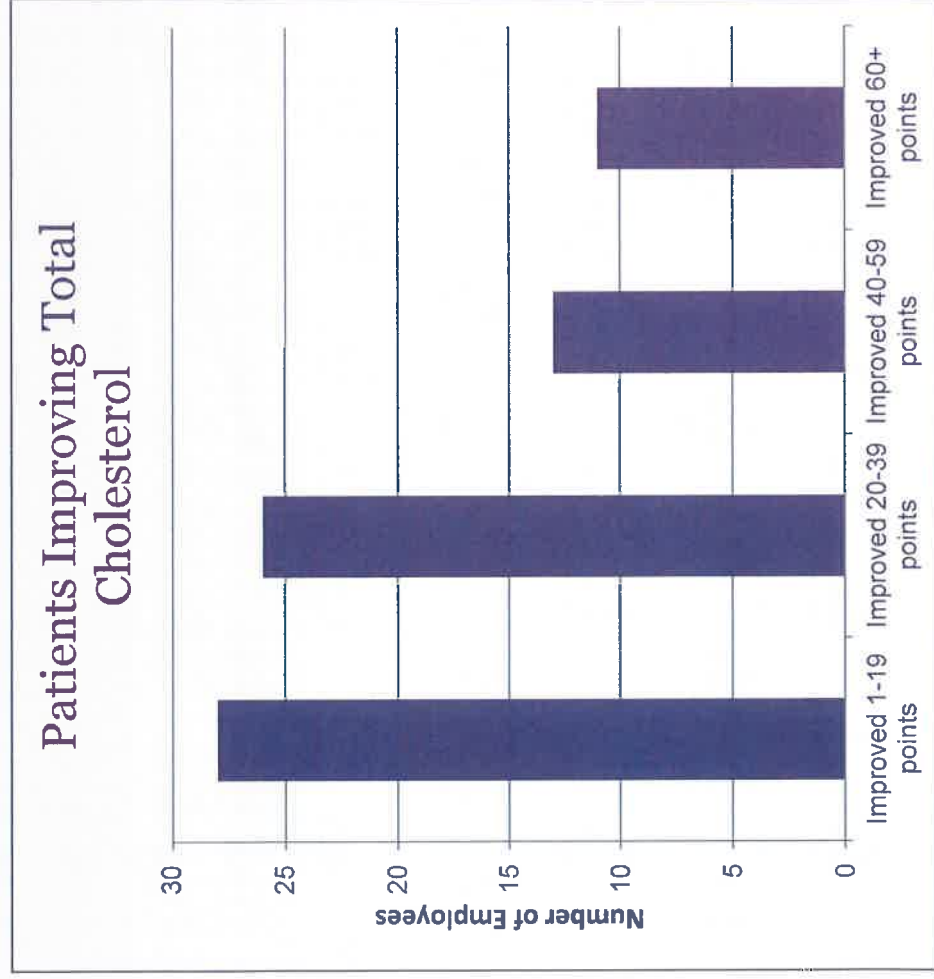
Progress Toward Goals Summary – Year 1

Shows the Number and Percent of At-Risk Patients Improving on Key Risk Factors



Progress on Key Risks ^{Exhibit B} Detailed Version

Shows the Degree of Improvement Achieved by At-Risk Patients by Biometric Risk Factor

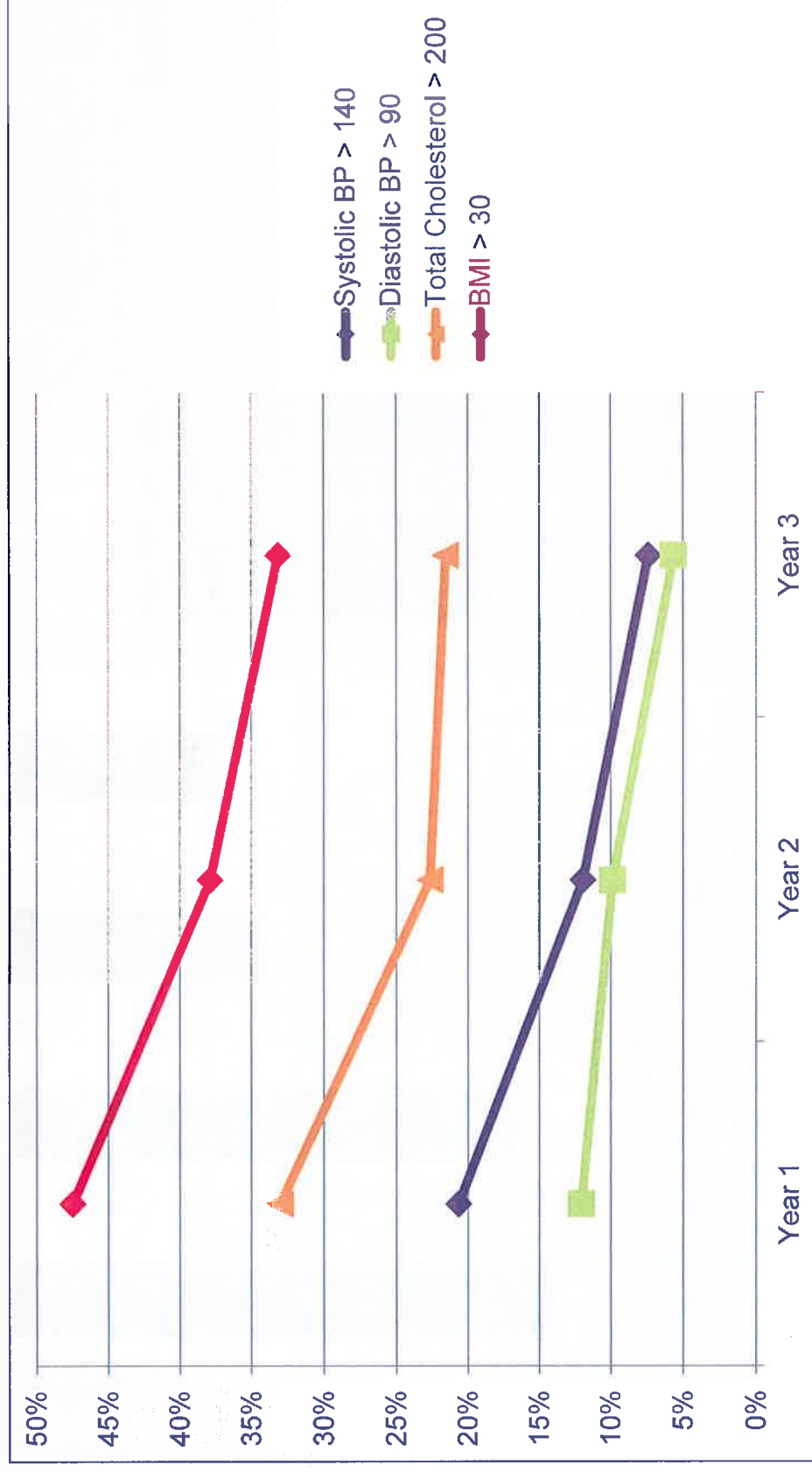


	Patients Improving Total Cholesterol	Percent
Improved 1-19 points	28	26%
Improved 20-39 points	26	24%
Improved 40-59 points	13	12%
Improved 60+ points	11	10%
Total Improved	78	72%
No change / re-screen	11	10%
TC increased	19	18%
Total at-risk	108	
Total Plus / Minus	-2400	
Average Plus / Minus	-22.22	-10.23

Three Year Prevalence Trends for Key Risk Factors

Longitudinal Matched Cohort Analysis

Exhibit B



Impact on Paid Claims

Exhibit B

Compares Actual Claims Trend Post Go-Live to a Projected Trend Adjusted for Enrollment and Inflation

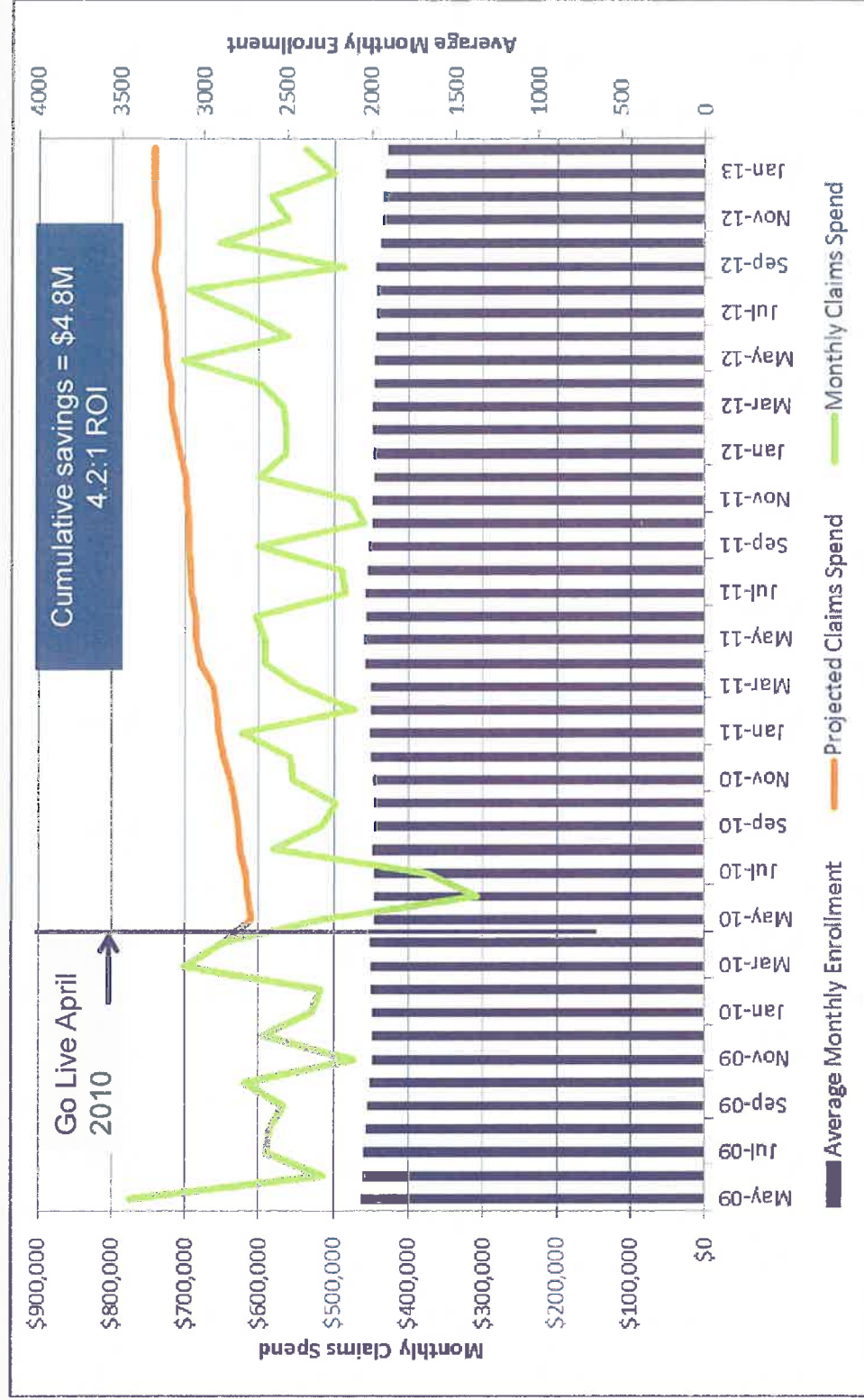


Exhibit 4: Included in Fixed Fee	
Item	Description
1.0000	General Services
1.0001	Administrative Support
1.0002	Facilities Management
1.0003	Information Technology
1.0004	Legal Services
1.0005	Financial Services
1.0006	Human Resources
1.0007	Marketing and Communications
1.0008	Operations and Maintenance
1.0009	Procurement Services
1.0010	Security Services
1.0011	Training Services
1.0012	Transportation Services
1.0013	Utilities and Energy
1.0014	Waste Management
1.0015	Food and Beverage Services
1.0016	Health and Safety Services
1.0017	Insurance Services
1.0018	Investment Management
1.0019	Public Relations
1.0020	Research and Development
1.0021	Systems Integration
1.0022	Technical Support
1.0023	Telecommunications
1.0024	Travel Services
1.0025	Vendor Management
1.0026	Volunteer Services
1.0027	Warehouse Services
1.0028	Writing and Editing Services
1.0029	Other Professional Services
1.0030	Other Support Services

**Exhibit 4:
Included in Fixed Fee**

Marathon Health Scope of Services

Included in our Fixed Fees

Clinic Operations

All labor costs (salaries, benefits, employment taxes, etc for the clinical staff).
Temporary replacement staff costs
Supervising physician fees
Clinician and clinic licensing
Staff training
Professional liability, general liability and workers' compensation insurances
Medical supplies (except prescribed medicines and vaccinations)
Pharmaceutical dispensing system costs
Equipment maintenance and replacement
Office supplies & uniforms
Medical waste removal

Technology Costs

Electronic Medical Record for clinicians
Integrated Health History & Risk Assessment (HHRA)
Complete Problem Knowledge Coupler library (evidence-based medical database) with Personal Health Record auto-populate feature
eHealth Portal for employees - Personal Health Record (fully integrated with clinician's Electronic Medical Record), online Medical Content Database, Wellness System including Activity Tracker and Menu Planner, Secure Messaging with clinicians, Online Appointment Scheduler, Online Health Improvement Plans
Data warehouse for client reporting and interface with other vendors (health plan, etc)
IT system support

Account Management

Participant communications material
Ongoing account management – both home office and field staff support
Monthly and quarterly meetings to review clinic activity and savings incurred
Annual, onsite business review of measured savings as well as quality and outcomes (prevalence rates, conditions being managed at standards of care, and reduction in risks, measured from previous reporting period)
Clinical operations management
Quality assurance
Regulatory Compliance
Research & Development – Protocols, service mix, training programs, etc.
Administrative support

Communications

Communication audit to align messaging with culture and preferences
Key message development

Communications strategy and plan for launching onsite healthcare and ongoing engagement
Participant welcome packages
Media development customized to the organization
Clinic launch materials (posters, meet and greet events, mailings, signage, banners)
Full line of ongoing promotional material
Annual health promotion calendar including all supporting materials (lunch and learns delivered onsite by our clinicians, webinars, powerpoint slides, posters/flyers/mailers, web copy and e-mail templates)

Implementation Costs

Cholestech blood analyzers
Other medical equipment
Computers, basic software and printers
A participant eligibility file interface
Firewall
Acquisition of equipment
Technology user setup
Copier and fax machine
Initial roll-out communications
Home/field office implementation support
Travel costs for up to three onsite visits by the project manager
Recruitment advertising & travel
Training period salaries
Training period travel expenses

Laboratory Services included

Glucose for fasting or random glucose
Cholesterols / Lipid Panel
LDL Cholesterol
Rapid strep test
Urinalysis, Dipstick test
Pregnancy Test, Urine
Occult Blood, Fecal
Hemoglobin A1C
PT/INR
Urine Drug Screen

Only Potential Cost Outliers Are:

Facility Expenses, i.e., Construction, Maintenance, Lease, etc.* Note we **will** provide design support
Non Medical Clinic Furnishings, i.e., Desks, Chairs, Conference Tables, etc.
Cost of Any Drugs, Serums or Vaccines Dispensed – Pass Through Cost with \$0.00 Markup.
Cost of Any Mass / Group Biometric Screenings – Pass Through Cost with \$0.00 Markup.
Cost of Any Externally Processed Labs – Labcorp, Quest, etc – Billed to Plan by Lab Directly.
All Care that is Necessarily Referred Out, i.e., Specialist, Imaging, etc.

Marathon Health Training Program

Marathon Health's innovative training program is one of our most distinct differentiators. It is a rigorous program that emphasizes experiential, action-based learning supported by on-going mentoring and coaching.

Once we have selected a candidate that understands our model of care and fits within your employment culture, they begin an orientation program that consists of one week of classroom didactic training, one week of self-study, one week at an operating client site, and one week of onsite mentoring and support at their health center location. Classroom training is practiced and reinforced through role-playing and all additional trainings include session simulations and demonstrated competence.

Our ongoing training program involves personal, professional and clinical development. Marathon Health clinicians are trained in our core service model, including motivational interviewing, mindfulness, risk reduction programs, leadership, emotional intelligence, appreciative inquiry, as well as other business skills development such as communication, teamwork, management and customer service. Additionally, Marathon Health has developed our own primary care services review course that provides our clinicians with current, up to date, evidence-based clinical review training.

Once a health center is up and running, Marathon Health clinicians are supported, empowered, and invested in the program's success. They're involved in the outcomes reporting and the clinical decisions of the center, and each is assigned a "clinical advocate" within Marathon Health to serve as a resource and mentor. Our providers are continually honing their knowledge and skills through remote, self-paced continuing education, and a peer-to-peer network with other Marathon Health providers around the country.

Highlights:

- Motivational interviewing has been proven effective at providing people with the motivation and confidence they need to change their lifestyles and instill healthier habits. Our Motivational Interviewing series is an 11-month program aligned with the National Well Coaches training and includes a "final" test to earn a certificate of completion.
- Monthly Clinical Education Conferences: Clinical providers call into a monthly Web-based conference that reviews a current topic relevant to primary care. For example, recent conferences, led by Marathon Health physicians, have covered new guidelines for asthma management, sports nutrition, and GERD. The sessions are recorded and available to all providers who were not able to attend the live Webinar session.
- Continuing Medical Education (CME) benefits: As part of the standard Marathon Health benefits package, all clinical providers have time and funds available for continuing education in areas they identify as needing review.
- Online Resources: Providers have access to Up-To-Date® and real-time clinical decision support within the EMR.
- Chart Reviews: Supervising physicians review at least 10 charts each month for each Physician Assistant or Nurse Practitioner they supervise and provide feedback on quality and currency of clinical care. All medical providers, including physicians, have charts reviewed by Marathon Health QI leadership to evaluate quality of care provided to patients.
- Clinical Coordinator: Each clinician, both providers and health coaches/RN's, is assigned a clinical coordinator. The purpose of the clinical coordinator is to ensure thorough and complete training for all clinicians. Responsibilities include identifying gaps in knowledge and providing

Exhibit B

direction for ongoing training, helping increase proficiency level of all clinicians and clinics by assisting with a development plan, and improving overall communication between the field clinician and the rest of the Marathon Health staff.



June 18, 2015

St. John's County School District Service Summary and Fee Estimate

Three onsite health centers to be operated For St. John's County School District in St. Augustine, FL, including Marathon Health's population health management model and health engagement technology platform for eligible employees, spouses and dependents. Health centers will operate 40 hours per week.

Eligible Participants:

Employees	3,469
Spouses	1,388
Children.....	2,292

Staffing (FTEs):

Physicians.....	3
Mid-level practitioners	1
Radiation technologists	2
Medical assistants.....	3

Service fees

	Year 1	Year 2	Year 3
Base Fees for Salary and Fringe (Cost)	\$ 1,207,000	\$ 1,243,210	\$ 1,280,506
Base Fees for Operations (Cost)	\$ 846,603	\$ 920,938	\$ 999,949
Variable Pass Through (+/- Based on Actual)	\$ 393,226	\$ 405,023	\$ 417,174
Total Cost Plus Pricing	\$ 2,446,829	\$ 2,569,171	\$ 2,697,629

Option 1 Monthly Pricing \$203,902

Option 2 Monthly Pricing \$ 70,550.25

Services included in annual fee

Primary care

- Episodic care
- Management of chronic conditions
- Routine annual exams and screenings
- Travel medicine
- Lab draws
- Immunizations
- Allergies
- CLIA-waived labs

Health Maintenance and Prevention of Disease

- Health Risk Assessment - Administered online or in paper version screens for:
 - General health and well-being
 - Health history including symptoms, conditions and family history
 - Tobacco use, alcohol use and stress levels
- Comprehensive Health Review (CHR) - For high risk individuals and individuals with chronic disease a CHR utilizing:
 - Online access to complete the Health History and Risk Assessment (HHRA)
 - One-on-one consultation with the onsite clinician to review assessment results, health history and risk appraisal, set goals and recommend strategies to achieve goals
- Lifestyle Risk Reduction - For high risk individuals agreeing to follow-up with the Marathon Health care provider as their personal health coach:
 - Work one-on-one with individuals to change behaviors putting them at risk for certain conditions, addressing lifestyle habits such as physical activity, smoking, diet, stress, weight control, cholesterol and blood pressure.
 - Scientifically-based behavior change methodologies including Transtheoretical Model, Model for Improvement, and Motivational Interviewing used to:
 - Create individualized change management plans
 - Proactive support for individuals including outreach and follow up

Chronic Condition Coaching – For individuals with chronic diseases (Diabetes, COPD, Asthma, CHF, CAD, HTN, Depression, Low Back Pain)

- One-on-one consultation with individuals to empower and educate them to improve their health and quality of life through self-management practices and adherence to a treatment plan that aligns with national clinical guidelines for their condition (standard of care).
- Coaching, symptom monitoring, and disease education
- Increased adherence to appropriate medication

Occupational Health Services

- Work-related injuries – first treatment
- Routine pre-employment physicals (excluding exams required for specific roles or job functions)
- Department of Transportation (DOT) physicals per DOT regulations
- DOT urine drug screening
- Non-DOT urine drug screening
- Breath alcohol testing (BAT)

Onsite Radiology

- Operation of X-Ray equipment
- Onsite wet reads
- Board certified radiologist over-read
- Ultrasound and electrical stimulation therapy

Onsite Pre-Packaged Pharmaceutical Dispensing

Assorted pre-packaged medications conveniently provided onsite at the time of care. Cost of drugs is not included in annual fee, but is provided to customer at cost (no mark-up).

Note: Onsite dispensing for this proposal is allowed based on a preliminary review of pharmacy law. Inclusion of this service is subject to a complete review based on the formulary, health center staff composition, and any recent changes to law.

Health Engagement System™ technology platform -- For up to 110% of eligible employees, spouses and dependents.

- Electronic Medical Record (EMR)
- Personal Health Record (PHR) and eHealth portal with risk profile, wellness score, interactive nutrition and activity trackers, and medical content
- Online scheduling system and secure messaging for patients
- Integrated technologies supporting patient education and clinical workflow (Cerner Wellness, Healthwise, Medcomp's MEDCIN clinical decision support, ePrescribe, A-S Meds).
- Data services--ability to import encounter data from carrier to provide historical patient encounter information, improving continuity of care; export up to three (3) types of data feeds (encounter, lab, or HRA) in Marathon Health standard format.

Account Management and Advisory Services

- One Point of Contact: An assigned Account Manager provides one point of contact for triaging issues that may be handled by our team of analysts, clinicians, communications resources and others to ensure any issues are identified and addressed quickly.
- Clinical Coverage Plan: Marathon Health will establish and provide a coverage plan for clinical staff absences due to illness, vacation or continuing medical education (CME) time off.
- Monthly Reviews: Account Manager will hold monthly calls with the client to deliver and discuss the reports described below to ensure that the client has data on health center activity and progress toward goals.

- **Annual Review:** Account Manager will provide face-to-face annual reviews of the health center business, incorporating the Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
- **Ongoing Health Promotions:** Account Manager will work together with the Client to manage ongoing communications for the promotion of health center services and operations.
- **Strategic Planning:** Account Manager will work to understand and support client's unique business objectives and goals for the health center. The Account Manager will work collaboratively with the Client's broker/consultant, as well as other health related vendors (EAP, DM, etc.) as needed to ensure that employee health resources are fully leveraged.

Management Reporting and Analysis

- **Monthly and annual reports on health center activity, population health status and estimated return on investment (ROI)**
 - **Monthly client activity and trends report** including visit volume (visits for acute care, occupational health, risk reduction and chronic condition management, group work and telephonic consults), high risk patients engaged, high risk patients making progress, encounters by CPT-4 code, diagnoses by ICD-9 code (soon ICD-10), prescriptions written, and overall savings from operations.
 - **Annual reporting including:**
 - Population stratification identifying percent of the population screened, size and nature of high risk population and size and nature of population with chronic conditions identified through data mining and/or screening.
 - Review of health center operations including health center volumes and patient engagement
 - Examination of outcomes including overall improvement in population health status, patient satisfaction, savings from health center operations and return on investment analysis, results of at-risk pay-for-performance metrics, and plan for continuous quality improvement.
- Up to 20 hours of custom reporting per year. Additional custom reporting is available at the rate of \$150/hr plus materials.

Participant Communications and Promotions

- **Pre-launch multimedia communication campaign** including site posters, events, digital communication, and mailings to the home
- **Quarterly communication campaign** with customizable, templated material to promote services. Outreach is customizable and specific to client's needs, based on review of their population health risk stratification report.
- **Health Promotion Catalog** including educational sessions, group programs, health center promotional activities, health fair support, health and fitness challenges, and other programs designed to increase engagement.

Optional/Additional fees

Mass population biometric screening fee.....At quoted rates
*Actual fee is dependent on number of individuals screened and the number of locations.
Individual in-house biometric screenings and all health risk assessments are included in the annual service fee.*

Onsite pre-packaged pharmaceuticals At cost
For drugs paid for directly by the Client. No additional fees are charged for drugs paid for by patients.

Cost of other prescription medications, vaccines and durable medical equipment; acquisition of flu vaccine and related supplies

Service fee assumptions

- Fees in the Option 1 pricing includes all labor costs, medical supplies (except medicines and vaccinations), insurances (medical liability, worker's compensation & general liability), and other operating costs of the health center.
- Technology services are guaranteed for up to 110% of the eligible participant count(s) above.
- Fees cover implementation services, including the cost of initial recruitment & training of staff, acquisition of equipment, initial supplies, technology user setup, initial roll-out communications to participants, a participant eligibility file interface, health center signage and décor, and travel costs for up to three onsite visits by the project manager. Marathon Health retains ownership of the equipment and is responsible for their maintenance and replacement.
- Client is responsible for providing appropriate facilities for the onsite health center, including telephone service and internet connections. If the space is not currently furnished, Marathon Health can arrange for the acquisition of needed furnishings and will pass the cost through to the Client. Travel costs associated with moving the location of a health center are not included in the fee quoted.
- If the negotiated salary for health center staff is more than 5% higher than the assumed staff salary, and the Client instructs Marathon Health to hire the candidate anyway, the additional salary amount and benefit load will be passed on to the Client.
- Client is responsible for externally processed labs. Cost of pharmaceuticals and vaccinations (including flu shots) are not included.
- Other costs not specifically listed above are billed to the Client as incurred, including care provider travel between Client locations if applicable, Marathon Health support staff travel costs associated with re-location of health center(s), excess or customer-branded

communications materials, additional data interfaces, and other unexpected third-party costs incurred as a result of service modifications requested by the Client.

- The above fees are an estimate only, based on the information available. Exact pricing will be determined when scope of services has been reviewed and agreed upon.

St. John's County School System Projected Savings & ROI Primary & Acute Care, Occupational Health, Risk Mitigation, Disease Mgmt. Onsite Rx, Onsite Radiology Staffing - 3 FTE MD's, 1 Nurse Practitioner, 3 Medical Assistants 2 Radiology Technicians				Marathon <i>Health</i> For life.			
	Year 1	Year 2	Year 3	Total			
Base Fees for Salary and Fringe (Cost)	\$ 1,207,000	\$ 1,243,210	\$ 1,280,506				
Base Fees for Operations (Cost)	\$ 846,603	\$ 920,938	\$ 999,949				
Variable Pass Through (+/- Based on Actual)	\$ 393,226	\$ 405,023	\$ 417,174				
Total Cost Plus Pricing	\$ 2,446,829	\$ 2,569,171	\$ 2,697,629	\$ 7,713,629			
Projected Savings & ROI							
Redirected Care:							
Primary care	\$ 1,175,437	\$ 1,245,964	\$ 1,320,721	\$ 3,742,122			
Work-related injury treatment	76,216	80,789	85,636	242,642			
Radiology	429,146	454,894	482,188	1,366,228			
Occupational health	41,640	44,138	46,787	132,565			
Prescription drug dispensing (net)	390,591	470,485	457,155	1,318,231			
	2,113,030	2,296,270	2,392,487	6,801,788			
Utilization Reduction :							
Specialty care	239,712	508,190	538,681	1,286,583			
Emergency services	221,655	391,590	415,085	1,028,330			
Hospital inpatient	186,142	394,621	697,164	1,277,928			
Hospital outpatient	190,852	346,805	612,688	1,150,345			
Prescription drug savings from risk mitigation	59,576	180,432	191,257	431,265			
Physical therapy	38,042	40,324	42,744	121,110			
Direct work injury medical cost (DART injuries)	212,351	204,629	198,831	615,810			
	1,148,330	2,066,591	2,696,451	5,911,371			
Payroll & Benefits:							
Indirect work injury costs for DART (wages paid, training, admin, etc.)	220,357	225,084	218,707	664,148			
Saved time away from work - primary care visits	417,980	430,519	443,434	1,291,933			
Saved time away from work - occupational health visits	104,923	108,071	111,313	324,307			
Disability savings	115,805	216,872	341,271	673,948			
	859,064	980,546	1,114,726	2,954,336			
Total projected hard savings	4,120,424	5,343,407	6,203,664	15,667,495			
Net projected hard savings	\$ 1,673,595	\$ 2,774,236	\$ 3,506,035	\$ 7,953,867			
Net PMPM equivalent	\$ 19.51	\$ 32.34	\$ 40.87				
Projected hard ROI	1.7	2.1	2.3				
Projected Savings & ROI with Soft Savings							
Presenteeism improvement	\$ 730,416	1,367,869	2,152,494	4,250,779			
Turnover reduction	324,629	607,942	956,664	1,889,235			
Total projected soft savings	1,055,045	1,975,811	3,109,158	6,140,014			
Total projected hard & soft savings	5,175,469	7,319,217	9,312,822	21,807,509			
Net projected hard & soft savings	\$ 2,728,640	\$ 4,750,047	\$ 6,615,193	\$ 14,093,880			
Net PMPM equivalent	\$ 31.81	\$ 55.37	\$ 77.11				
Projected hard & soft ROI	2.1	2.8	3.5				

Case Study: Improving Quality and Reducing Cost of Healthcare by \$24M in Lexington Kentucky through Health Plan Redesign and Population Health Management

L. Briggs Cochran, President, Benefit Insurance Marketing, Lexington, KY

David M. Demers, MPH, Vice President, Business Intelligence, Marathon Health, Burlington, VT

“Responsibility for health care rests in the patient’s hands because that is where the knowledge of and control of the variables lie. To meet this responsibility, the patient needs: (1) the conviction that it is his responsibility to look at the variables and to act upon them, (2) the correct tools and guidance to interpret and act upon the variables wisely, and (3) above all the patient needs the responsibility itself; otherwise a dependency state is created, self-respect is lost, motivation diminishes, and the patient withdraws – leaving the situation to professional providers who cannot control or even know about many of the variables.”

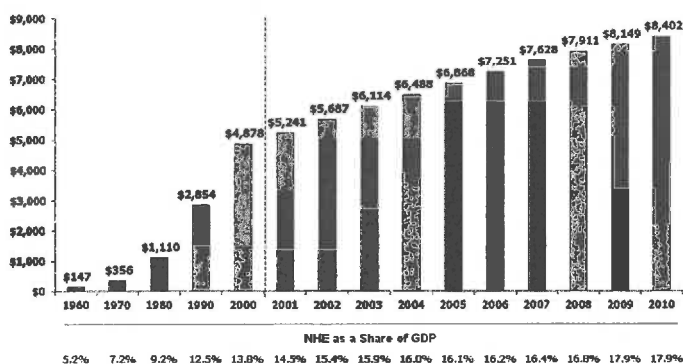
*Lawrence L. Weed, MD, Professor of Medicine, University of Vermont, College of Medicine, Writing in “Your Health Care and How to Manage It”.
1975*

Introduction

There have been many efforts to slow the growth in health care costs in the United States.

The Prospective Payment System (PPS) was established by the Center for Medicare and Medicaid Services (CMS) in 1983, specifically to address expensive hospital care. Regardless of services provided, payment was of an established fee. The idea was to encourage hospitals to tame increasingly expensive hospital care.¹

National Health Expenditures per Capita, 1960-2010



Notes: According to CMS, population is the U.S. Bureau of the Census resident-based population, less armed forces overseas.

Source: Centers for Medicare and Medicaid Services, Office of the Actuary, National Health Statistics Group, at <http://www.cms.hhs.gov/NationalHealthExpendData/> (see Historical; NHE summary including share of GDP, CY 1960-2010; file nhegdp10.zip).



In the 1980s and 1990s managed care sought to contain cost by requiring primary care gate-keepers for access to specialists, reducing unnecessary hospitalizations, forcing providers to discount their rates, and causing the health-care industry to become more efficient and competitive. However, public perception was that managed care decreased the time doctors spent with patients, made it harder for people who were sick to see

¹ Maynes, R. and Berenson, R.; Medicare Prospective Payment and the Shaping of U.S. Healthcare, Johns Hopkins University Press, 2007.

specialists, denied access to necessary care, and failed to produce savings.²

Indeed, since 1960, and despite PPS and managed care, not to mention a litany of other federal and state initiatives, health care expenditures per capita have continued to grow unabated (see chart).³

On March 23, 2010, President Obama signed the Patient Protection and Affordable Care Act (PPACA) into law. The PPACA was enacted with the goals of increasing the quality and affordability of healthcare, lowering the uninsured rate by expanding insurance coverage, and reducing the costs of healthcare for individuals and the government. The goal of the PPACA is to provide nearly universal coverage at a reasonable cost. PPACA brings reforms to health care financing and focus, including increased funding for primary care, prevention and wellness. Will PPACA ultimately succeed in controlling health care costs? Time will tell.

Patient-Focused Care and Population Health Management

There is another type of health care reform underway. It's reform that seeks not to change health care from the top down, but from the bottom up. It is reform based on a simple premise: focus on the patient. Not the payment system. Not the information system. Not the regulatory system.

What would health care reform that focused on the patient mean? It begins with a philosophy that patients can and will take greater responsibility managing their health if they are provided the opportunity and support. How often today do health care providers take the time to listen to a patient? What's behind the "chief complaint" when the patient presents for care? Answer: a host of factors involving the patient's family context, job situation, coping mechanisms, nutritional habits and food choices, exercise, alcohol and drug use. In patient-focused care, providers seek to build a trusting relationship with the patient and show they are interested in understanding all of the factors affecting their patient's health. This doesn't happen right away, and it takes time. It also requires interview skill and knowledge about readiness to change and behavior modification.

² Blendon, RJ, Brodie, M., et.al.; "Understanding the Managed Care Backlash", Health Affairs, Vol. 17, No. 4, 1998, pp. 80-94.

³ Kaiser Family Foundation, National Health Expenditures, Feb, 2014 at <http://kff.org/health-costs/slide/national-health-expenditures-per-capita/>

Traditional Fee-For-Service Medicine	Population Health Management and Patient Focused Medicine
Volume and billing.	Outcomes.
Doctor as focus.	Patient as focus.
Treating symptoms.	Getting at root causes.
Talk to the patient.	Listen to the patient.
Time is the constant, patient is the variable.	Patient is the constant, time is the variable.
Information in the hands of the doctor.	Information in the hands of the patient.
Diagnosis and medicine key.	Nutrition, exercise and wellness key.
Resources focused on tertiary care.	Resources focused on preventive care.

A health care system that supported patient-focused care would train providers to listen and engage patients. It would use data to risk stratify the patient population, to help providers focus on patients with the highest risks and/or chronic conditions. It would give providers a complete problem list for their patients that included all known conditions, risk factors, family history, past surgeries and medical procedures, laboratory and pharmacy information, allergies and more. It would put all available health information in the hands of the patient in a format they could understand, and provide guidance on the range of management/treatment options for conditions they have as well as ways to improve their overall health. Providers would work with patients to use that information, and include them in making decisions around management/treatment options. It would de-emphasize patient volume and billing, and emphasize patient engagement and measures of population health status, including prevalence rates, standard of care metrics, per capita cost, service quality and patient satisfaction.

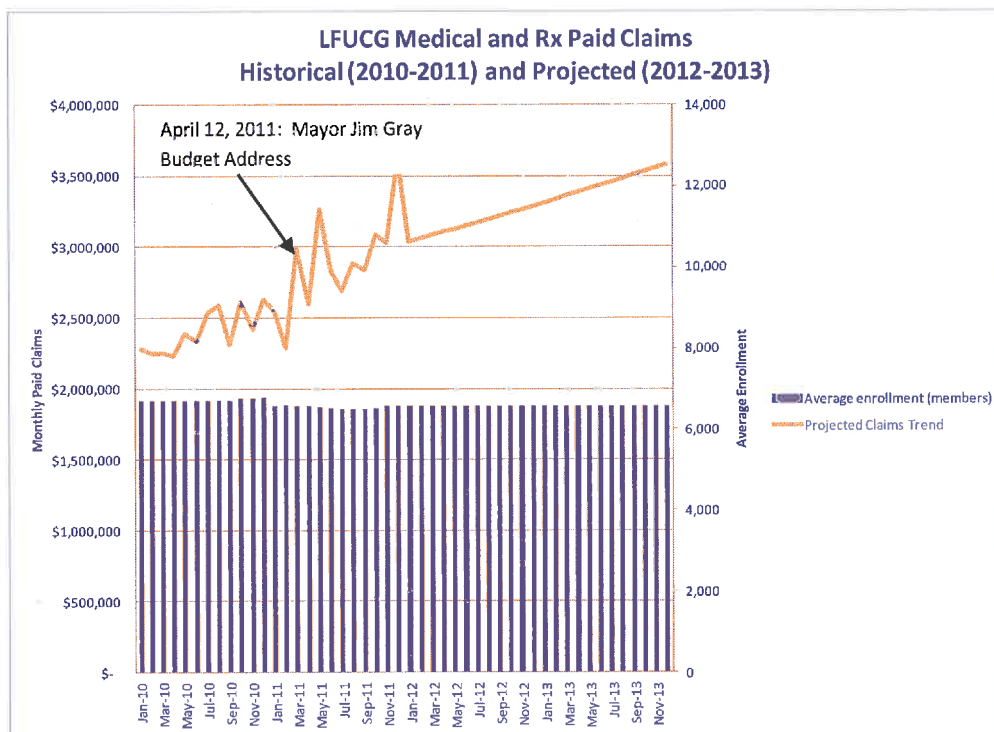
A health care system that supported patient-focused care would design its benefits program and health plan to provide economic incentives to patients for managing their health, reducing risk, seeking primary and preventive care, and maintaining standard of care for chronic conditions. These incentives might include lower deductibles for health screening, engagement, and health outcomes.

Case Study: Lexington Fayette Urban County Government

Lexington Fayette Urban County Government (LFUCG) is a municipality in Lexington, KY. The City operates its health plan on a self-insured basis, and in 2010 had approximately 6,700 covered lives. This case study describes how health plan redesign and population health management combined to save LFUCG \$24M in paid claims between January 1, 2012 and December 31, 2013.

History

On April 12, 2011, in his annual budget address, LFUCG Mayor Jim Gray announced that the city was \$9.9M over budget in its health care account in 2010, was projected to be \$12M over budget in 2011, and \$14M in 2012. Mayor Gray made it clear that the trend in spending was unsustainable and unfair to taxpayers.



He noted that the city's health plan, in terms of the richness of the benefit, fell in the top 1 percent of plans in the nation. Yet it failed to provide incentive for individuals to seek and obtain primary and preventive care, and otherwise did nothing to address the underlying risk driving the skyrocketing cost. Mayor Gray would later go on to note that Kentucky was among the least healthy states in the nation, with high prevalence rates of obesity, smoking and preventable hospitalizations⁴. Mayor Gray articulated a vision of Lexington as one of America's Great Cities, with a healthy population, high employment and efficient government.⁵

⁴ America's Health Rankings <http://www.americashealthrankings.org/KY> reports that in 2013 Kentucky ranked 45th of 50 states in terms of overall health status, had the highest prevalence rate of cigarette smoking in the nation at 28.3% of the adult population, and that the prevalence rate of obesity had increased from 30.4% to 31.3% in the past year.

⁵ Mayor Jim Gray 2011 Budget Address, April 12, 2011 at <http://www.lexingtonky.gov/Modules/ShowDocument.aspx?documentid=15778>

Health Plan Redesign

The City engaged Benefit Insurance Marketing (BIM) to recommend revisions to the City's health plan and a strategy to address escalating costs. While analyzing the current and projected budget shortfalls, BIM concluded that the primary driver of the short fall was related to plan design which covered 100% of the most expensive health care procedures (i.e. no deductibles and or co-insurance) while being priced at 30% below the actuarial benefit equivalent. Having 88% of all employees enrolled in this plan presented a significant challenge in bringing the cost of health care consumption within budget while maintaining a benefit structure that employee's valued.

Critically important to the strategy of restructuring benefits that remained within the 2012 calendar year budget, was the creation of the Dr. Samuel Brown Health Center. This "near site" health center was tactically located to provide the largest population of the City's workforce with access to high quality preventive and primary care at no cost to employees. In addition, the City also implemented a full service pharmacy that is conveniently located within the health center. Since the City is passing through prescription drugs to employees at their acquisition cost, employee co-pays are half what they would normally pay at the retail pharmacy. Both of these innovative ways to deliver health care were well received by employees, retirees and dependents and effectively counter balanced the necessitation for increased co-pays, deductibles and co-insurance for the City's traditional benefit structure. The City's benefit structure shifted from an emphasis on insulating employees from the cost of sick care and instead placed the emphasis on eliminating cost barriers for prevention and wellness.

In conjunction with the City's benefit revamp, an incentive strategy was also implemented in 2013 to promote utilization of the health center and pharmacy while fostering the opportunity to engage employees in health improvement activities.

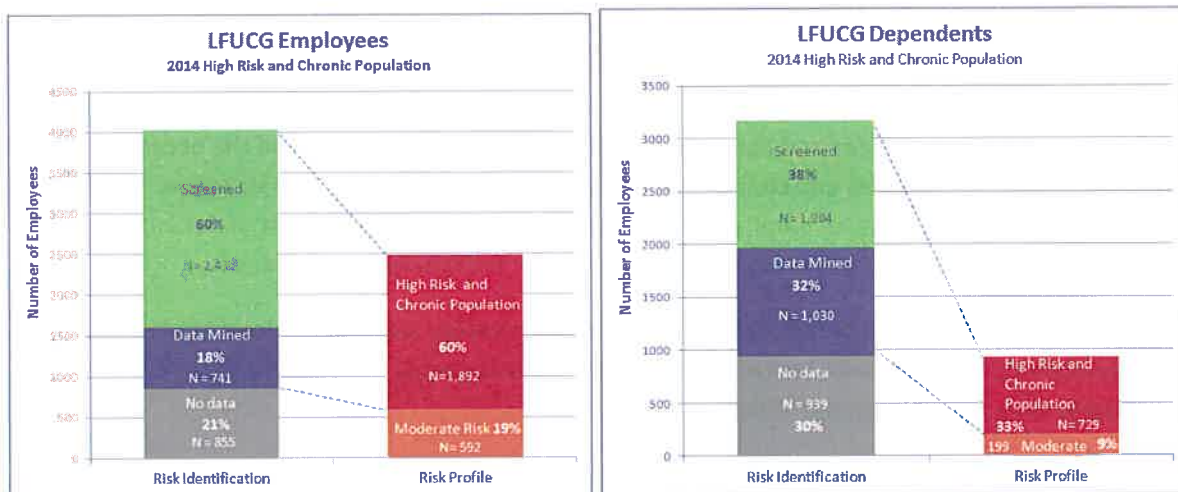
In 2014, the City is continuing to achieve a competitive advantage with their health care benefit structure in conjunction with the health center and pharmacy. The plan in which 88% of the employees were enrolled in 2011 with limited employee out of pocket exposure has been eliminated. Today, approximately 55% of the population is enrolled in a high deductible health care plan.

Launch of the New Health Plan and Population Health Management

On January 1, 2012, the City launched its new health plan and partnered with Marathon Health, Inc. to open the Dr. Samuel Brown Health Center (SBHC) for health plan members, including employees, spouses and dependents age 6 and above offering primary care, preventive care, and urgent care at no charge. The SBHC is staffed by a full time physician, two full time physician assistants, a registered nurse, two full time medical assistants and a receptionist. The City partnered with OnSite Rx to open the full service pharmacy, staffed by a full time pharmacist and a pharmacy technician. Hours of operation of the health center and pharmacy are Monday through Friday from 8 AM until 5 PM, Saturday 8 AM until noon and evening hours Tuesday and Thursday.

The SBHC and pharmacy are components of a larger program of population health management for LFUCG which includes the following elements:

1. **Risk Identification and Stratification:** Claims data, biometric screening data and health risk assessment data for employees, spouses and dependents were combined in a single data base. The aggregate data was mined to identify patients at high risk of becoming future high cost claimants or who had existing conditions associated with high cost care. Prevalence rates for conditions were calculated including hypertension, hyperlipidemia, high blood sugar, high BMI, diabetes, asthma, heart disease and other chronic conditions. This risk stratification data provided a time one snapshot of overall population health status and became the benchmark for measuring risk mitigation and standard of care metrics going forward. As of February, 2014, 60% of employees and 38% of dependents had completed a health screening, with 60% of employees and 33% of dependents found to be at high risk and/or to have a chronic condition.



Obesity, hypertension, hyperlipidemia, tobacco use and diabetes were conditions with the highest prevalence rates (see chart below), and became the focus for outreach and engagement. Blood pressure, cholesterol and blood sugar also became the focus of an incentive program to encourage better health. Employees and spouses who maintained healthy values for these biometrics were rewarded with points that could be converted to purchase merchandise online as part of the LexThrive® program offered through a third party.

Risk Factor/Chronic Condition	Data Source	# of EE's with risk factor /	Sample Size	LFUCG 2014	U.S. Prevalence Rate	Status
Obesity	Screening	571	1076	53.1%	33.8%	Red
Inadequate Sleep	HRA	633	1266	50.0%	30.4%	
High Blood Pressure/Hypertension	Screening/Claims	1447	3173	45.6%	29.9%	
High Cholesterol	Screening	243	745	32.6%	16.3%	
Tobacco Use	HRA	298	1297	23.0%	20.6%	
Work-Loss Days	HRA	141	784	18.0%	20.0%	Yellow
High Stress Levels	HRA	225	1293	17.4%	10.0%	Red
Physical Inactivity	HRA	209	1271	16.4%	36.2%	Green
High Blood Sugar/Diabetes	Screening/Claims	406	3173	12.8%	7.8%	Red
Asthma	Claims/Health Center	227	3173	7.2%	8.4%	Yellow
CAD	Claims/Health Center	205	3173	6.5%	4.9%	Red
Chronic Bronchitis (COPD)	Claims/Health Center	187	3173	5.9%	4.0%	Red
Job Dissatisfaction	HRA	32	1224	2.6%	55.0%	Green
Life Dissatisfaction	HRA	28	1292	2.2%	5.0%	Green
CHF	Claims/Health Center	33	3173	1.0%	1.8%	Yellow
Alcohol Abuse	HRA	12	1297	0.9%	8.5%	Green
No Seat Belt Use	HRA	8	1273	0.6%	15.0%	Green
Perception of Health	HRA	5	1292	0.4%	10.0%	Green

2. **Information in the Hands of the Patient:** Long-term, sustained risk reduction is possible only when the patient becomes involved in the process of managing their own care. For this to be possible, information was made available to patients on demand, so that they knew their health status and how it was changing over time. Care management strategies they planned with members of the SBHC staff incorporated all elements of this information. Working with their clinician/health coach, the patient set goals and established strategies and action plans to improve their results. The information was presented with lay definitions and explanation of ranges, when tests were next due, and why the information was important. Hyperlinks to medical content allowed the patient to learn more was provided.

Involving the patient in the process of managing their own care also incorporates physical layout of the patient care space and even the body language of the provider relative to the patient during the visit. Rather than providing care and retreating to their office to dictate notes and complete documentation, the SBHC is designed such that the medical provider's office and exam room are integrated. Providers sit down and face the patient when speaking with them. Computer monitors showing the patient's medical record face both the provider and the patient. Information on the patient's problem list, biometrics, health care goals, and care management strategies are reviewed, discussed and updated by the provider and patient as part of the process of care. The record can be independently reviewed and updated by the patient (except SOAP notes) from any computer at any time between interactions with the clinician. Thus, the patient is taught to own, understand and use their medical record to manage their own health care.

Marathon
Personal Health Record for Flores, Maria

Home | My Health Record | Manage My Health | Wellness | Advice | HR-BI | Mail | Appointments
Goals | Summary | History | Results/Readings | Profile | Personal | Docs | Print

Change Password | Logout | Help

View: HPIRA

Select Columns: 2/14/2014 12/12/2013 8/22/2011 5/20/2013 1/22/2013 7/24/2012 Risk Ranges

View	2/14/2014	12/12/2013	8/22/2011	5/20/2013	1/22/2013	7/24/2012	Risk Ranges	How Often	Next Due	Why this is important to you
Systolic Blood Pressure	124	116	122	130	130	130	High: 140 or more Mod: 130-139 Low: 120 or less Target: 120 or less	Yearly	12/12/2014	Your blood pressure consists of two numbers: systolic and diastolic. The systolic number shows how hard the blood pushes when the heart is pumping. Elevated blood pressure can cause damage to your arteries, heart, and kidneys and lead to heart disease or stroke.
Diastolic Blood Pressure	82	80	82	88	88	88	High: 90 or more Mod: 81-89 Target: 80 or less	Yearly	12/12/2014	Your blood pressure consists of two numbers: systolic and diastolic. The diastolic number shows how hard the blood pushes between heartbeats, when the heart is relaxed and filling with blood.
Pulse	88	88	76	80	80	80	High: 101 or more, 40 or less Low: 41-59 Target: 60-100	Yearly	12/12/2014	Your pulse is the rate at which your heart beats each minute. Many conditions can change your pulse rate.
Temperature	90						Target: 98.6 F - 99.8 F	Yearly	12/12/2014	Body temperature is a measure of the body's ability to generate and get rid of heat.
Tobacco Use	No	Yes	Yes							Establish tobacco use status and provide ongoing cessation services to all tobacco users.
Date Quit Tobacco	2/1/2014						Not applicable			
Date of Last Menstrual Period				1/15/2013			Not applicable			The menstrual cycle is a normal series of changes the female body goes through to prepare for a possible pregnancy.
Height (in)	63	63	63	63	63	63	Not applicable	Once		
Weight (lbs.)	145	134	135	135	135	135	Not applicable	Yearly	9/22/2014	Being at a healthy weight can reduce your risk of weight-related diseases, such as heart disease, sleep apnea, diabetes, high blood pressure, and stroke.
Body Mass Index (BMI)	24.8	23.7	23.8	24	24	24	High: 30 or more Moderate: 25 - 29.9 Target: 24.9 or less	Yearly	9/22/2014	BMI is an estimate of body fat. The higher the BMI, the greater the risk of some diseases, including high blood pressure, heart disease, stroke, osteoarthritis, and diabetes.
Fasting Blood Glucose						88	High: 126 or more Mod: 110-125 Low: 101 - 109 Target: 100 or less	Every 5 yrs	7/24/2017	Blood glucose levels that remain high over time can damage your eyes, kidneys, nerves, and blood vessels.
Total Cholesterol	210	170	162	162	162	162	High: 240 or more Mod: 201 - 239 Target: 200 or less	Every 5 yrs	9/22/2018	You much cholesterol can build up along the inside of blood vessel walls, forming what is known as plaque, which can increase your chances of heart disease or stroke.
LDL Cholesterol	170	162	162	162	162	162	High: 190 or more Mod: 160-189 Low: 130 - 159 Target: 120 or less	Every 5 yrs	9/22/2018	Sometimes called "bad cholesterol". A high LDL cholesterol level may increase your chances of developing heart disease.
HDL Cholesterol	42	38	38	38	38	38	High: 35 or more Mod: 30-39 Target: 40 or more	Every 5 yrs	9/22/2018	Sometimes called "good cholesterol". A high level of HDL cholesterol may lower your chances of developing heart disease or stroke.
TC/HDL Ratio	4.9	4.9	4.9	4.9	4.9	4.9	High: 7.0 or more Low: 5.2 - 6.9 Target: 5.1 or less	Every 5 yrs	9/22/2018	The total cholesterol (TC) to HDL cholesterol ratio may have greater predictive value for heart disease risk than total or LDL cholesterol alone.
Triglycerides	180	182	182	182	182	182	High risk: 500 or more Moderate risk: 200 - 499 Low risk: 151 - 199 Target: 150 or less	Every 5 yrs	9/22/2018	Having a high triglyceride level along with a high LDL cholesterol may increase your chances of having heart disease more than having only a high LDL cholesterol level.
Pap Smear						Normal		Every 1 - 3 yrs		A Pap test is done to look for changes in the cells of the cervix. During a Pap test, a small sample of cells from the surface of the cervix is collected by your doctor. The sample is sent to a lab for examination under a microscope. The cells are examined for abnormalities that may indicate abnormal cell changes or cervical cancer.

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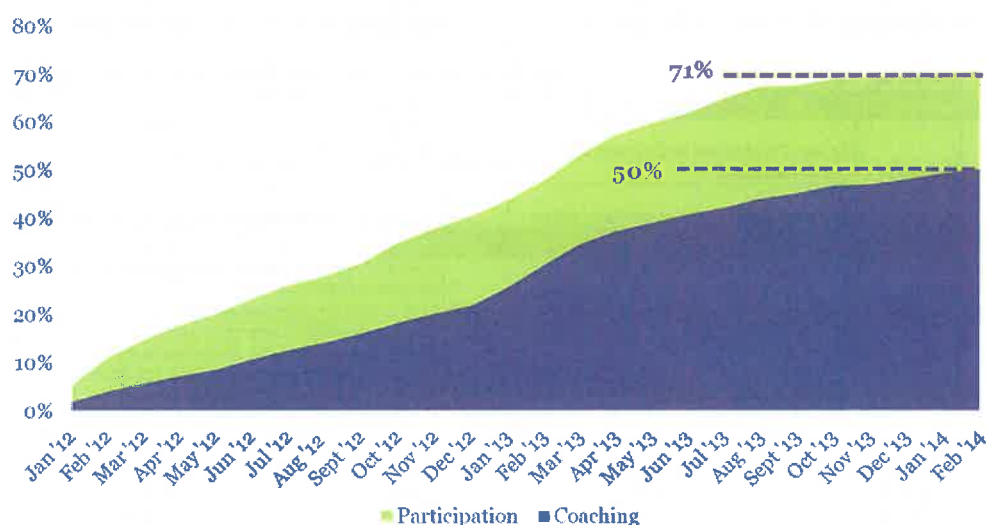
3. **Medical Staff Training in Behavior Change and Requisite Core Competencies to Succeed:** As discussed earlier, to succeed in population health management it is critical to have medical teams trained in interview techniques and knowledgeable about patient readiness to change and behavior modification. There is further evidence that clinicians who make effective health coaches for their patients have certain "core competencies" that predispose them to successfully guiding patients towards lifestyle change and adopting behaviors for the long term. These competencies include compassion, listening, motivating others, patience, integrity and trust, understanding others, action orientation and customer-focus.⁶ The medical staff at SBHC was selected from a field of candidates based on demonstration of these core competencies as evidenced by their management of patients and staff in real-life scenarios. Once hired, the

⁶ Lombardo, M and Eichinger, R., For Your Improvement: A guide for Development and Coaching, Lominger International, Sixth Edition, December 2006.

medical staff was trained in motivational interviewing⁷, the Transtheoretical Model outlining stages of readiness to change⁸ and small step rapid cycle improvement.⁹

4. **Engagement and Goal Setting:** The information on high risk patients created a patient task list used by members of the health center staff to conduct outreach. Patients who had not used the health center were telephoned and invited in to meet the staff and follow-up on health screening results. Approximately half of high risk patients independently contacted the health center to obtain an appointment for sick care. Instances where the patient presented for acute care served as an excellent opportunity to engage patients around risk factors. Thus, outreach was focused on the balance of the target population. Engaging high risk patients takes time. A reasonable goal is for 50% engagement after year 1, and for 70% engagement by year 2. Engagement involves face-to-face meeting(s) with a member of the medical staff to review biometric results, assess overall health status, determine the patient's readiness to select areas

LFUCG Employee Population Engagement Rate Employees at High Risk and/or With a Chronic Condition



of focus, and eventually to set goals the patient is interested in pursuing. Once the patient has

⁷ Rollnick, S., Miller R and Butler, C, **Motivational Interviewing in Health Care: Helping Patients Change Behavior**, Guildford Press, 2008.

⁸ **Mastering Change: Counselors Guide to Using the Transtheoretical Model with Clients**, Pro-Change Behavior Systems, Inc., 2004.

⁹ Institute for Healthcare Improvement, **How to Improve Patient Care Using PDSA**, at <http://www.ihl.org/resources/Pages/HowtoImprove/ScienceofImprovementHowtoImprove.aspx>

set a goal, care management strategies and options can be explored. These strategies may include use of prescription medicine, changes to food selection and preparation, modifications to how, when and where food selections are consumed, strategies for becoming physically active or increasing daily physical activity, stress management, family relationship, work-life balance, and other considerations. Goals, strategies and actions plans for patients with chronic conditions revolve around standards of care.

5. **Incentives:** An important component of plan redesign is providing incentives to members to participate in annual health screening and preventive care, to “know their numbers”, and to improve their health status. These incentives were not introduced until the fall of 2013, but word of the program began sparking interest as early as summer of 2013, and resulted in an

#	Promotion Category	Promotion Name	Points	Promotion Description
Preventive				
1	Preventive	Complete your Annual Physical	1,500	Have your annual physical exam and stay on top of your health in 2013. Contact the Dr. Samuel Brown Health Center at 859-425-2555 to schedule an appointment or click the Schedule Here button and earn 1,500 points for completion!
2	Preventive	Complete your Women's Wellness Exam	1,500	Have your Annual Well-Woman exam and earn 1,500 points for completion! Contact the Dr. Samuel Brown Health Center at 859-425-2555 to schedule an appointment or click the Schedule Here button.
3	Preventive	Annual Flu Shot	1,500	Get your annual Flu Shot today and earn 1,500 points ! Schedule an appointment for your shot by contacting the Dr. Samuel Brown Health Center at 859-425-2555 or by clicking the Schedule Here button.
Pharmacy				
4	Pharmacy	Fill your Prescription Medications at the Onsite Pharmacy	100	Get all your prescription medications filled with ease at our Onsite Pharmacy and earn 100 points ! You can fill up to three (3) prescriptions per month.
5	Pharmacy	Fill Generic Prescriptions and Get a Bonus	50	Earn 50 bonus points when you choose to fill generic brand prescriptions at the Onsite Pharmacy. Fill up to three per month.
Wellness				
6	Wellness	Complete your Health Risk Assessment	5,000	Have your annual Health Risk Assessment and earn 5,000 points for completion! Contact the Dr. Samuel Brown Health Center at 859-425-2555 or click the Schedule Here button to schedule your visit today!
7	Wellness	Healthy Cholesterol Bonus	500	Earn bonus of 500 points when your Comprehensive Health Review and HRA shows your LDL cholesterol is less than 130. Contact the Dr. Samuel Brown Health Center at 859-425-2555 to schedule an appointment or click the Schedule Here button.
8	Wellness	Healthy Blood Pressure Bonus	500	Receive a bonus of 500 points when your Comprehensive Health Review and HRA shows your blood pressure is less than 130/90. Contact the Dr. Samuel Brown Health Center at 859-425-2555 to schedule an appointment or click the Schedule Here button.
9	Wellness	Healthy Glucose Bonus	500	Receive a bonus of 500 points when your Comprehensive Health Review and HRA show your Fasting Glucose level is less than 100. Call the Dr. Samuel Brown Health Center at 859-425-2555 to schedule your appointment today or click the Schedule Here button.

increase in participation. Incentives, along with the presence of a high deductible and no cost access to primary care, gave members “skin in the game”, and an economic reason to improve or maintain their health. The incentive program is likely to evolve over time, but it is an important component of the plan redesign.

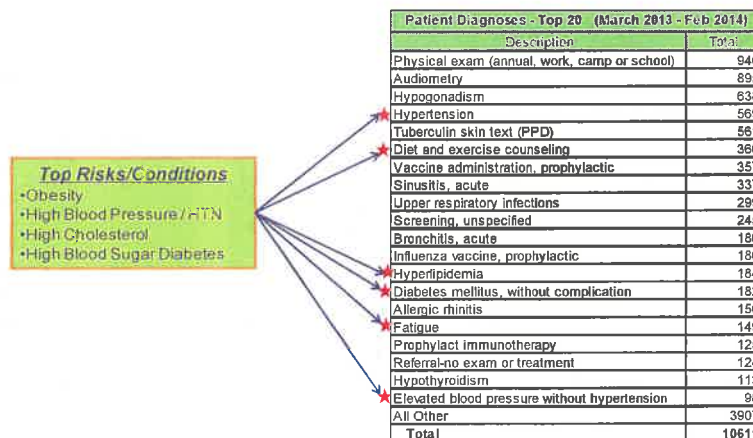
6. **Leadership Involvement and Ongoing Communications:** At the opening of the Samuel Brown Health Center in February, Mayor Gray insisted on being the first patient. He was filmed by

news crews from local television stations, having his blood taken for biometric screening. In the interview he gave to reporters, he stressed how important it was for him to “know his numbers” and to do everything he could to maintain and improve his health. His actions, and similar actions by other department heads and commissioners, set an example that others would follow in the months ahead. A program of ongoing communication was launched to introduce the health center services, medical team, hours of operation and how to schedule an appointment. Health center staff took turns attending departmental meetings to introduce themselves, and to discuss services and programs available. All employees received welcome packets describing the program and health center, and were provided with a user name and password to log on to their own secure personal health record. Refrigerator magnets, posters, newsletters and other communication vehicles were used to promote the program.

Results

As of February 28, 2014, 61% of employees (N=2,426/ 4,024) and 31% of dependents

Top Risks vs. Reason for Patient Visits

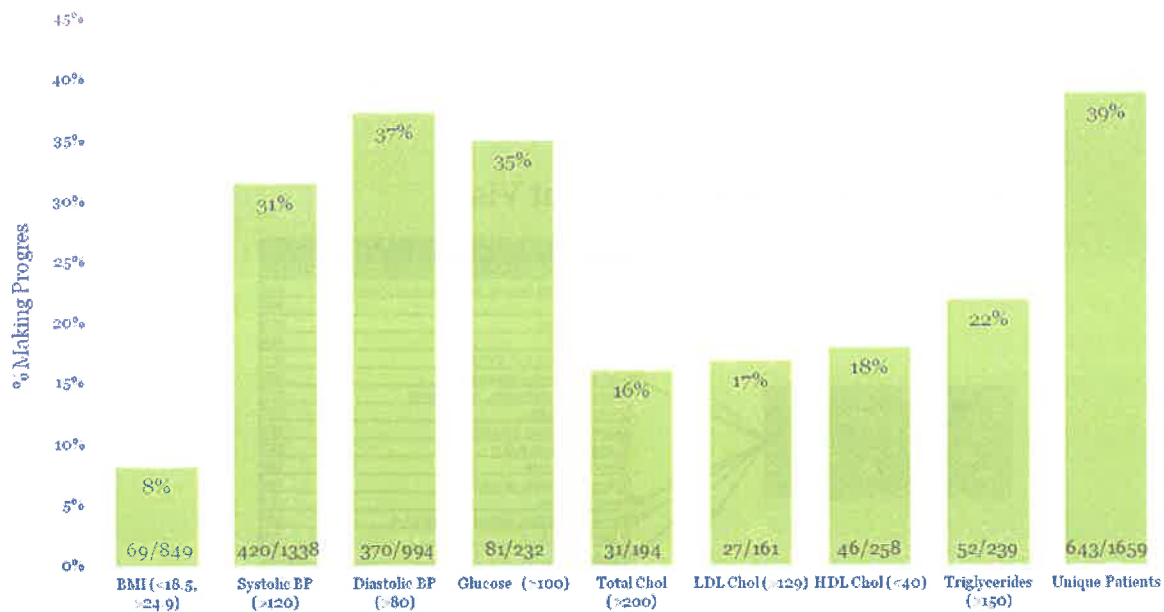


(N=1,005/3,184) used the Samuel Brown Health Center for care. Health Center patient volume averages 870 visits per month, which is 1.45 visits per member per year and 3.1 visits per person for those using the center. Total population patient volume was 56% for risk reduction and disease management and 44% for acute care. Target population (high risk and/or chronic condition) patient volume was 68% for risk reduction and disease management and 32% for acute care. The nature of care provided at the health aligns with the risk identified in the population, with treatment for hypertension, obesity (diet and exercise counseling), hyperlipidemia, and diabetes among the top diagnoses.

As of February 28, 2014, 39% of all employees with biometric values above normal range (N=643/1,659) had made measureable progress improving their health including 8% with weight loss, 37% with lower

blood pressure, 35% with lower blood sugar, and 16% with lower cholesterol. The average number of annual encounters these patients had with the medical staff of the Samuel Brown Health was 4.25. Approximately half of high risk patients improved their health with a combination of pharmacotherapy and life style modification, and half achieved their gains through life style alone. All report improvement to quality of life, energy level, family relationships and work productivity. Many patients experiencing dramatic improvement to their health have shared their enthusiasm with fellow employees and in the process encouraged others to participate.

Target Population Employees Making Progress (Percent and Number Reducing Risk by Risk Factor and in Total)



While 39% of target population patients made progress, between 10%-16% moved out of the high risk category entirely, including 35 fewer obese patients, 41 smokers who quit, 23 fewer patients with high cholesterol, and 94 fewer patients with pre-hypertension.

Time 1: 1/1/2012 - 2/28/2013 Time 2: 3/1/2013 - 2/28/2014 Employees Only			
Patients Removed from High Risk Category			
Risk Factor	Time 1: At Risk Pop	Time 2: # Improved	Improvement
Obesity: Reduce Weight by 5% if BMI > 30	235	35	14.89%
Tobacco Use: Reduce Prevalence of smoking, at least 30 days	258	41	15.89%
Cholesterol: Reduce those with TC > 200 or LDL > 130	145	23	15.86%
PreHypertension: Reduce those with 121-139/81-99 to < 120/80	970	94	9.69%

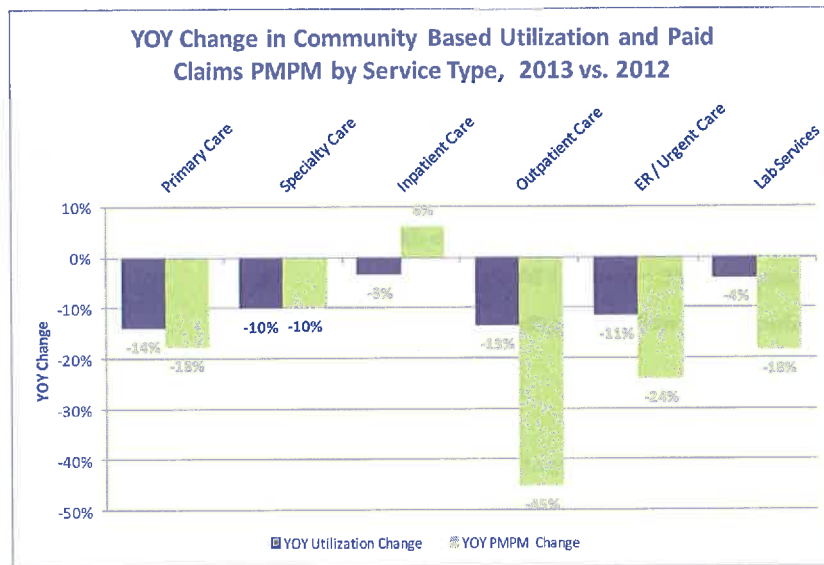
A majority of patients in the care of health center staff with diabetes, asthma, heart disease and chronic hypertension achieved key standard of care metrics for their conditions including 77% of patients with diabetes receiving at least one hemoglobin A1c test and having the level of that test below target,

Disease Management	Time 1: Pop w Disease	Time 2: # at standard of care	% at standard of care
Diabetes Care-HbA1c Testing: minimum 1 value recorded	142	110	77.46%
Diabetes Care- Percent of patients with hemoglobin A1c < 9%	110	85	77.27%
Persistent Asthma: use of inhaled corticosteroids	5	5	100.00%
Coronary Artery Disease: Use of anti-platelet (baby aspirin)	23	12	52.17%
Chronic Hypertension (BP >140/90): Reduce to BP < 140/90	212	94	44.34%

100% of patients with persistent asthma using inhaled corticosteroids, 52% of patients with coronary artery disease on anti-platelet therapy unless contraindicated by use of a blood thinner and 44% of patients with chronic hypertension with their hypertension under long term control. Much of the care provided to patients with chronic conditions is coordinated with the patients existing primary care physician. Approximately 20% of patients with chronic conditions use the Samuel Brown Health Center medical staff as their primary care providers.

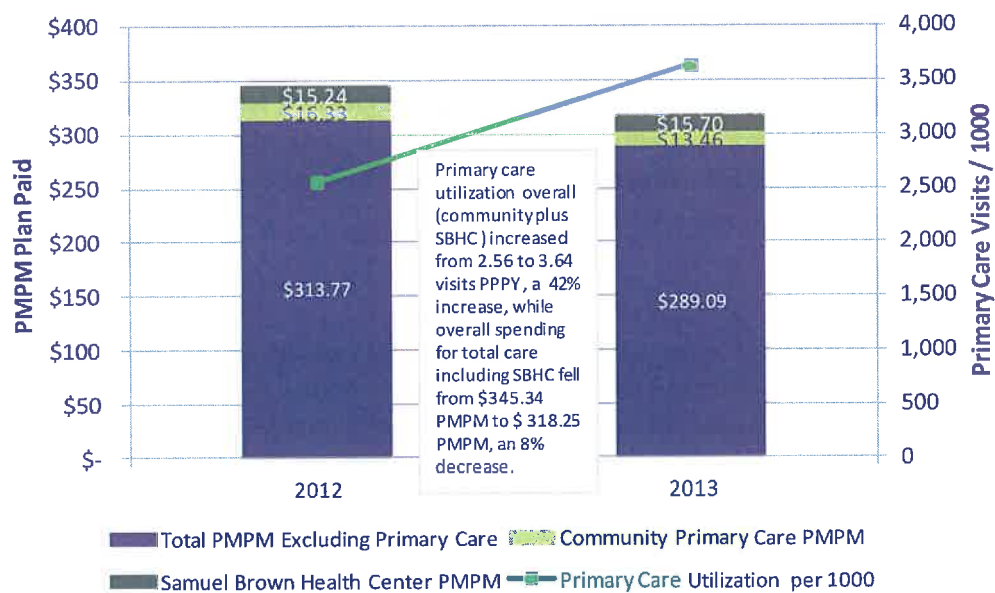
Utilization and Savings

Plan redesign, the opening of the Samuel Brown Health Center and pharmacy, and the identification, engagement and mitigation of serious risk in the target member population, produced profound changes to the health care spends of LFUCG. Community based utilization of health care services and per member per month spending decreased in all categories with the exception of inpatient care, where



an increase in the average cost per admission offset the decrease in admission rate. Adding utilization data from the Samuel Brown Health Center to utilization data for community based primary care physicians resulted in overall utilization for primary care increasing from 2.56 to 3.64 visits per person per year (PPPY). This was a 42% increase in utilization for primary and preventive care, including health coaching for risk reduction and disease management. Offsetting this increase in utilization and spending for primary and preventive care was a decrease in spending for specialty, emergency and hospital care.

LFUCG Primary Care Utilization and Overall Spending PMPM 2012 Vs. 2013

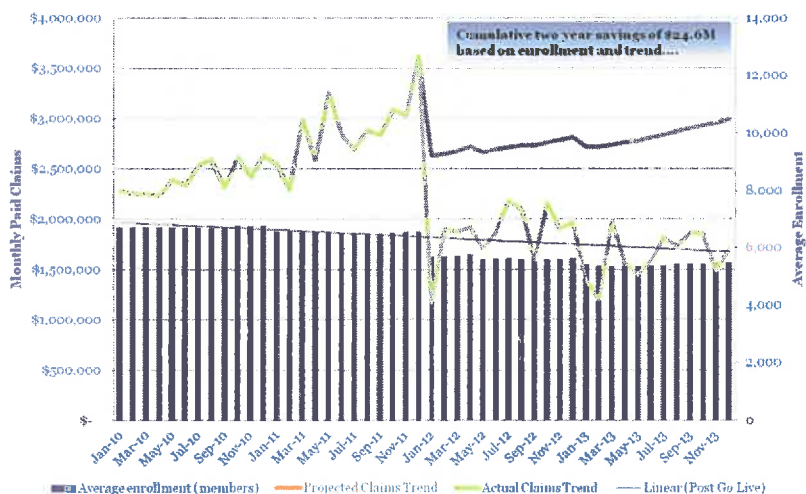


These changes in utilization result in \$2.2M in annual savings. Compared to the \$1.3M cost of operating the SBHC, the result is a 1.69 to 1 return on investment or a net savings of \$13.64 PMPM.

Changes to Overall Spending Including Population Health and Plan Design

With the switch to the high deductible plan, enrollment decreased from approximately 6,500 members in 2011 to 5,500 members in 2012 (15% decrease). Per member per month claims fell from \$441.67 in 2011 (before launch of the SBHC) to \$345.34 in 2012 (first year of operation for SBHC), a 22% decrease. The downward trend continued in 2013, with per member per month spending falling another 8% to \$318.25. From January 1, 2012 to December 31, 2013 this change in per capita spending resulted in a total of \$24 million dollar savings to LFUCG, completely reversing the budget gap and unsustainable trend identified by Mayor Gray in April of 2011.

Medical and Rx Spending Pre and Post Plan Redesign and Health Center Implementation



Summary

Lexington Fayette Urban County is an example of an organization applying systemic solutions to escalating health care costs. Those solutions included health plan redesign and the implementation of population health management. Remarkable results were achieved.

Key success factors included:

1. Health plan redesign that provided economic reasons for members to improve their health.

2. The creation of the Dr. Samuel Brown Health Center and pharmacy providing members with convenient access to primary care, preventive care, discount medicine, and health coaching.
3. An incentive plan that encourage members to screen, engage with members of the medical team, and improve their health.
4. Providing patients with the information they need to understand their health status and to become active participants in managing their health.
5. Organizational leaders that set the example by participating in the program themselves, and continuously reinforce the importance of individuals taking charge of their own health.
6. Clear and ongoing communications about the program, available services, hours of operation, how to schedule an appointment, and the economic benefit to the individual for participating.
7. Selecting medical staff based on core competencies for helping patients make behavior change and take greater responsibility for their own health care.
8. Training medical staff in motivational interviewing, the Transtheoretical model of readiness to change, and small step rapid cycle improvement.
9. Identifying the high risk population, engaging them with one of more members of the medical team, and using a combination of pharmacotherapy and life-style modification to mitigate risk and bring patients with chronic conditions to the standard of care.

Deviations

Please note we would take exception to #27 in the General Conditions, as well as #4 in the corresponding agreement. 30-day termination for convenience clauses limit our ability to hire qualified clinicians.

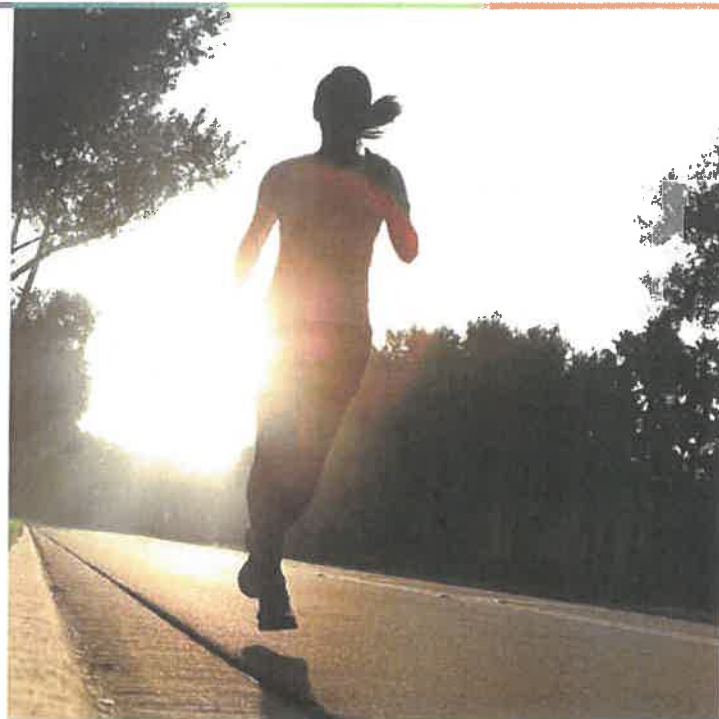
A Different Kind of Healthcare Company

Exhibit B

Marathon
health
For life.

When we say we are a different kind of healthcare company we mean we're a *better* kind. What makes us *better* is that we guide people to take control of their own health. We operate on a simple premise: when people are given the tools they need to manage their own health and healthcare, the cost of healthcare is lower. We believe the best way to keep people healthy is to help them manage risk factors and chronic conditions, and to keep them from getting sick in the first place. To do this, we combine a powerful collection of services into a program tailored to your unique culture, setting, and workforce.

Worksite acute and episodic care, health assessments, risk reduction and disease management coaching, wellness education, occupational health, and customized technology tools come together in our **MedicalHome@Work™** solution.



MedicalHome@Work™ - Integrated Health Services at the Workplace

Working with Marathon Health

Providing an exceptional customer experience starts with the implementation phase and continues along every step of our engagement. The Marathon Health customer experience management model provides a strategic partner for helping you meet your overall goals and objectives for onsite healthcare. **The result? A 100% referenceable customer base.**

Cost-Effective Care

Our unique pricing model, funding options, performance guarantees, and proven ROI will reduce the cost of care and improve the overall health of your member population. Consistent with the requirements of the Affordable Care Act, we can demonstrate how to fund the center at **no new cost** to your organization.

Clinical Services

We offer acute and episodic care services, health coaching and wellness programs, chronic condition management, occupational health, and pharmacy services for convenient access to high-quality care.

Digital Health Management Tools

Our Digital Health Engagement Tools are designed to support all aspects of the care process from primary care and health assessments to appointment scheduling, outreach, care documentation, and clinical decision support.

Employee Engagement

We provide a communications strategy, ongoing health promotions, and incentive management to ensure participants have everything they need to become active in their own health and healthcare.

Analytics and Reporting

We measure everything. The Marathon Health Electronic Medical Record and health center management system is designed to get you the reports you need when you need them.

At Marathon Health, it is our goal to deliver extraordinary customer experiences – always. From the project kick-off when we begin to get the health center up and running through managing the center's day-to-day operations, we strive to exceed your expectations and help you achieve your goals for onsite health.

Implementations

The implementation process is guided by a detailed project management timeline that incorporates every step to successfully launch a health center, including:

- **Facility Planning:** space-layout schematics, design, and furniture selection
- **Information Technology:** phone system, eligibility files and claims data feeds, EMR/PHR set up
- **Workflow Design:** clinical and patient flow, service model processes and regulatory compliance, ordering and inventory management of medical and office supplies
- **Communications:** culture audit, marketing plan, welcome packages, and opening day events
- **Staff Recruitment and Training:** interview, hire, and train the right, dynamic clinician for your worksite

41	Review medication list starter set & modify, if needed, for specific location	14 days
42	Pharmacy pre-implementation Meeting with A-S Mds to verify readiness	1 day
43	Pharmacy System Set up (barcode, software)	1 day
44	Pharmacy System Training, Simulation & Mock (by webinar)	1 day
45	Concierge Services	70 days
46	Research local pharmacies	30 days
47	Determine prescription volume	30 days
48	Contact local pharmacies	10 days
49	Determine copay strategy and workflows	30 days
50	Determine pick-up strategy, data exchanges and workflows	30 days
51	e-Prescribe	25 days
52	Staffing	84 days
53	Recruit and hire	82 days
54	Discuss requirements with client	2 days
55	Research regulations regarding supervising physician	1 day
56	Post position through relevant channels	2 days
57	Receive resumes	25 days
58	Screen resumes	1 day
59	Select short list	1 day
60	Complete interviews with site executives	10 days
61	Extend offer to selected candidate	0 days
62	Hire candidate and obtain license numbers, DEA's, Medicare #s, etc.	0 days
63	Transition Period	20 days
64	Secure Supervising MD	30 days
65	Research rules and regulations regarding supervising physician	5 days
66	Post position through relevant channels	5 days
67	Receive applications	15 days
68	Interview MD candidates	5 days

Just a few of the steps in a typical implementation schedule

Customer Experience Management

Marathon Health operates its health centers with a customer-focused account management team. While each health center has its own dedicated account manager (AM) who monitors program performance metrics and day-to-day operations, the center operations are led by a clinical advocate and medical director for all clinical areas – scope of services, workflow, and areas of responsibility.

As primary contact, the AM supervises the center staff, helps develop programs and new services, provides all reporting, and acts as the liaison between the clinical team and the customer. In short, the AM is responsible for operations and long-term strategic direction of the health center.

Customer Forum

Each year, Marathon Health hosts a customer-only event for three days in Vermont. This educational event is designed to help our community share their experiences and drive innovations in onsite health center operations and management. The program is developed by Marathon Health customers to ensure they get information on the topics that are most important to them. Explorations around incentives, engagement, ROI, clinical service scope, and best practices for onsite health, and other educational topics are offered. And there is always time set aside for networking and healthy activities. Participants often tell us it is the best conference experience they have ever had!



The Customer Forum includes a range of activities and venues – like this scavenger hunt in a Vermont apple orchard.

Employer healthcare costs are typically the single highest operating expense after salaries. Costs continue to rise year after year, often with no end in sight. But there is an answer, and that answer is to help people take a more active role in managing their own health and healthcare. When people know how to better manage their own health, their health improves and the cost of healthcare goes down.

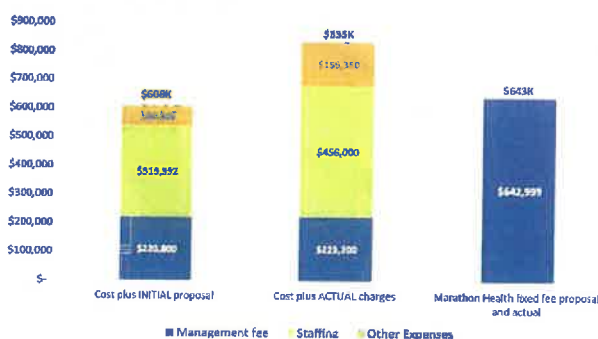
Funding

One of the most common questions we receive is how to pay for an onsite health center program. Marathon Health can show you ways to establish an onsite health center without the need for additional funds above your current spending. Additionally, by implementing our health center and proprietary programs, your healthcare costs will decrease in future years. Your company will see stable healthcare costs and can bank on the additional benefits that come with a healthier, happier workforce: less turnover, higher productivity, and fewer missed workdays.

Pricing Model

Marathon Health offers **fixed-fee pricing** for our services. This model puts the emphasis on patient outcomes and quality of care, unlike a fee-for-service setting that must focus on patient volume to maximize revenues. Cost-plus models are presented with low-cost estimates to start with, but in reality those estimates balloon at the end of the year as patient volume increases. Fixed-fee pricing provides the framework for the center staff to pay attention to the metrics that really matter: patient engagement, patients making clinical gains in their health status, and savings. And for employers who want a straightforward invoice each month, fixed-fee pricing is 100% transparent and predictable.

Annual Cost-Plus vs. Fixed-Fee Charges

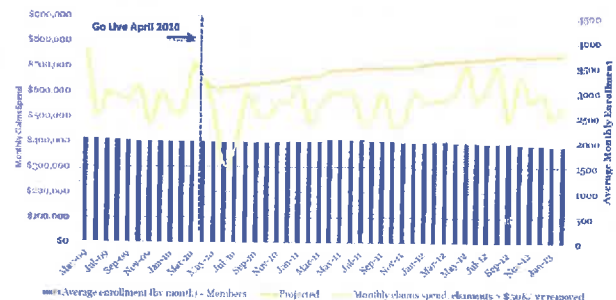


Fixed-fee model: simple, transparent, and predictable

Return on Investment (ROI) Model

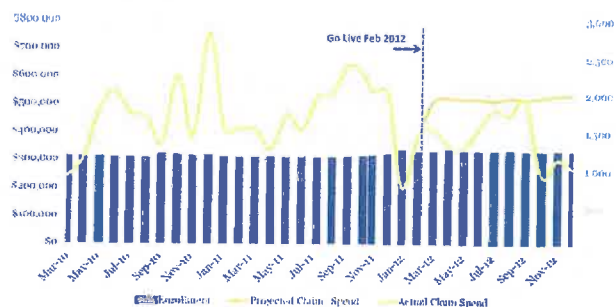
Marathon Health uses proven algorithms for measuring program ROI. We establish a baseline of health status in the population through a review of claims data, biometric screening results, and Health Risk Assessment data. Our success is measured by the positive change in the health status of the population through the implementation of our services. This is achieved by documenting how many individuals outside normal range have made progress on key measures of health risk such as blood pressure, lipids, body-mass index, blood sugar, and tobacco and alcohol use. We identify the savings from the improvements in the risk prevalence based on data from claims, predictive modeling, and the value of redirected care.

Actual vs. Projected Claims Trend: Municipal Government



\$4.8M cumulative savings with an ROI of 4.5:1

Actual vs. Projected Claims Trend: Manufacturing Company



\$1.7M cumulative savings from March 2012 to February 2013

The services we provide make up the medical home concept, which is an approach to comprehensive primary and preventative care based on a partnership between the patient and the caregiver. Our medical home concept includes preventative care, care coordination, technology to document and access evidence-based medical protocols, and a focus on inspiring people to take personal responsibility for their health. We embrace this concept and call our approach the MedicalHome@Work™ – it's at the core of who we are.

A Flexible Approach

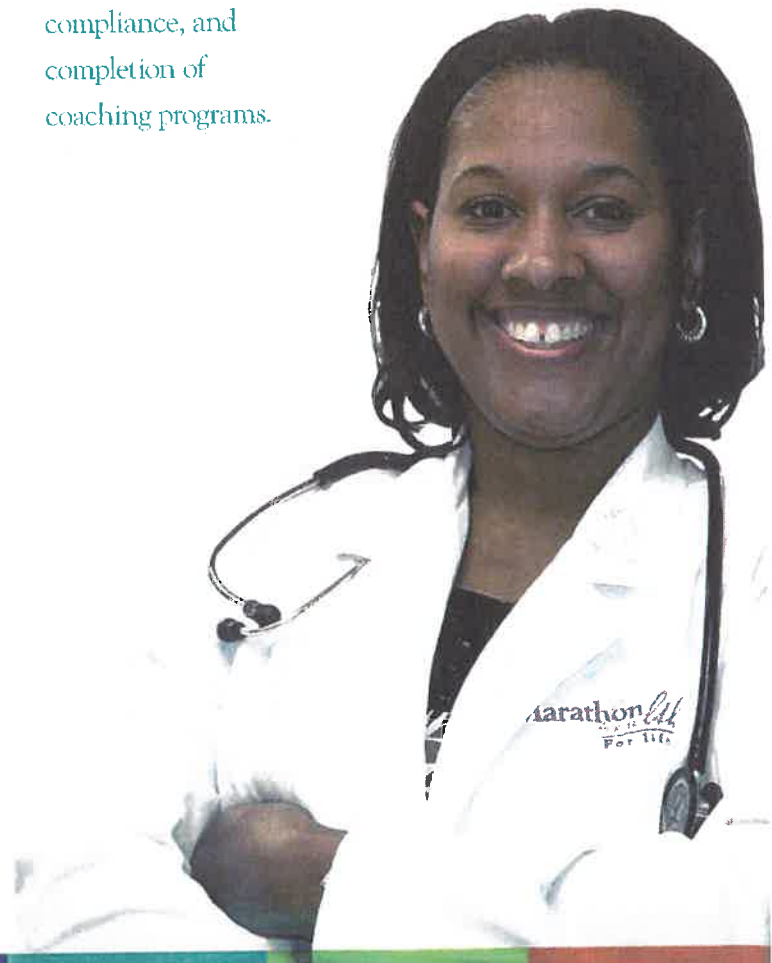
To address the health needs of the entire employee population, Marathon Health has developed a fully integrated solution so that you can select the mix of services that is right for your population:

- **Prevention and Wellness** with health risk assessments, health information and management, health screenings, and risk-reduction coaching
- **Health Maintenance** including blood pressure checks, weight management, stress management, and fitness and nutrition coaching
- **Acute and Episodic Care** including annual exams, disease management, routine illness and injury, vaccines and immunology, specialist and hospital referrals, prescriptions, and medication management
- **Occupational Health** including first treatment of injury, physicals, treatment, and tests for work-related injury, RTW, case management, and travel medicine
- **Communications, Health Promotion, and Incentive Management** including marketing material, health programs, and tracking and administration services
- **Digital Health Management Tools** including a technology platform that integrates an eHealth Portal, Personal Health Record and Electronic Medical Record, evidence-based clinical decision support tools, and a data warehouse



One-on-one coaching yields valuable results.

Marathon Health clinicians provide highly personalized lifestyle coaching and disease management. At the core is our focus on behavioral change utilizing Motivational Interviewing techniques, rapid-cycle action plans, and recognition of the participant's "readiness to change." By customizing the coaching program to each of the distinct readiness phases, we are able to achieve superior rates of employee engagement, health improvements, compliance, and completion of coaching programs.



Behind our innovative approach to healthcare is a robust, HIPAA-compliant health data management platform. We call this platform our Health Engagement System™, which is a proprietary suite of user-friendly healthcare tools. This system creates a paperless record-keeping environment where the clinician documents all of the participant's care in one place, provides accurate and up-to-date reports, and ensures patient confidentiality.

Member Tools

Each member receives secure log-in information to their own individual eHealth Portal, which houses their Health History and Risk Assessment Questionnaire and Personal Health Record; Profiler™ patient questionnaires to record relevant health history and symptoms; an appointment scheduling system; a wellness profile and scorecard; a secure messaging system; constantly updated medical content; and dozens of interactive tools like fitness and nutrition trackers, demo videos, and more. Members can also use the Smartphone app for wellness activities such as food logs, exercise logs, and healthy challenges, with automatic updates in their Personal Health Record.

Clinician Tools

Our Health Engagement System supports the highest quality care by providing clinicians with an integrated Electronic Medical Record (EMR) platform. Each clinician has access to a full suite of evidence-based clinical decision support tools such as Advisor™ and UpToDate. The EMR is a clinical management system that includes workflow tools that help manage patient data, appointment scheduling, and daily tasks. It also has ePrescribing and all the benefits of medication history, drug/drug and drug/allergy checking, formulary compliance, and patient safety information within the EMR. The EMR organizes and stores employee

health information, including test results, treatment and management plans, health history, clinical notes, claims data, and biometric data, in one complete longitudinal record for the patient and the practitioner.

The HealthyNow app securely connects directly to your eHealth Portal – and puts an array of wellness tools at your fingertips.



Catch up on the latest health info and news on the portal homepage. This content is updated frequently and focuses on common questions and topics that are relevant to the season or current events.



Peruse the tools and trackers in the Wellness tab. Here you'll find cardio, weight, food, and exercise logs; healthy recipes; exercise demonstration videos; calorie counts from your favorite restaurants; and more.



Find the answers to lots of common questions under the Advice tab using interactive questionnaires and the Healthwise Knowledgebase, where you can search hundreds of topics from symptoms and support groups to medications and terms you heard about in the news.

Employee Engagement encompasses all of the methods we use to get people more active in their own health and healthcare. This begins with our program marketing during the implementation phase and continues with health promotions and wellness activities. We are focused on engagement at every point of interaction with the health center and in overall program planning, with incentive solutions and targeted outreach programs to attract those who have the highest risk levels.

Implementations Communications

We have a talented group of marketing specialists who provide everything your company needs to keep employees motivated, informed, and involved. We supply pre-printed, co-branded, templated print materials like paycheck stuffers, posters, and letters promoting various health initiatives. Plus, we'll help coordinate email blasts, intranet content, inter-departmental contests, in-house wellness and education events, and more. We're always open to new ideas and finding out what works best for your member population. The material is customized after we perform a cultural audit to reflect the specifics of the program you are offering as well as a program brand or logo, and the costs are all included in our guaranteed and fixed annual fee.

Ongoing Health Promotions

Our communication support services continue after the health center opens. We provide a catalog of dynamic health promotions that include lunch-and-learns, webinars, mailings to the home, health risk-specific events such as a blood pressure check, health fair support, and group programming for stress relief, weight loss, and tobacco cessation. The catalog offers a wide range of health programs designed to address the health topics that are most important to you and your organization. Your account manager will provide data-driven recommendations to ensure your population is getting the most out of these programs.



Examples of communication materials

Incentives Management

Our eHealth Portal supports incentive tracking and management for participation and the achievement of health goals. The system will track and report on any combination of the following:

- Participants who have completed biometric screenings and/or HRA
- Utilization of coaching sessions with the Marathon Health clinician/coach
- Participants who have set/achieved a goal with a Marathon Health clinician
- Participants who have achieved a normal range or progress toward a goal
- Attendance at Marathon Health lunch-and-learn or group sessions
- Review of online educational content and interactive tools
- Review of online programs – for example, Smokeless and/or Stress Management
- Utilization of the physical activity and nutrition tracker in the Marathon eHealth Portal



We provide a wide variety of monthly and annual reports that help track and demonstrate the value of the onsite health center program. These easy-to-understand metrics are presented in a format that provides meaningful data for your management and the health center staff.

Monthly Reports

Each month, our customers receive the Clinical Activity and Trends report (CAT). The CAT report provides a dashboard view of encounters and engagement, savings (monthly and year-to-date), number of encounters by CPT code and a fee equivalent, and diagnosis information by ICD#9 codes as well as all prescriptions written. This comprehensive report is used to identify trends, address programs, and continually improve the operations of the health center.

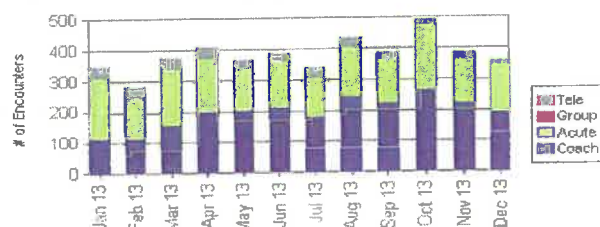
Monthly reports include:

- Participation levels by risk stratification
- Encounters – coaching and acute visits
- Diagnoses and procedure codes
- Prescriptions written and medications dispensed
- Value of primary care delivered
- Employees with chronic conditions at standard of care
- Employees with health risk and/or pre-disease
- Employees who have made progress toward health goals
- Excess cost associated with the risk profile
- Savings associated with change to risk profile
- Healthcare costs for engaged vs. non-engaged individuals

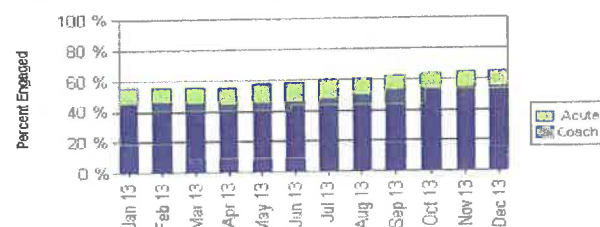
Year-End Review

The year-end review looks at the roll up of the monthly data as well as each risk factor's prevalence rate and improvement year over year. We provide a matched cohort view to ensure we are making progress with specific individuals. We also provide an overall review of the population's health in the year-end analysis. Together, this data helps us continue to refine your program and address the health risks identified in the population being served.

Encounter Trend by Type



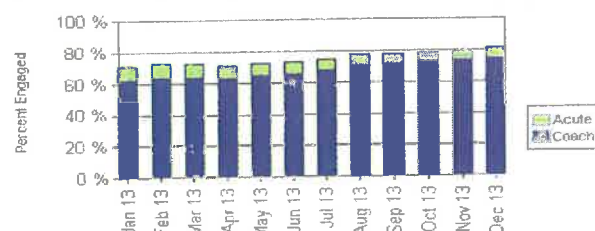
Percent of Total Population Engaged



Year-to-Date Savings from Operations

Category	Volume	Unit Cost	Savings
Predictive Impact on Medical Costs			
YTD Redirected Care	4606	\$100	\$458,541
Rx Savings from Chronic Dispensing	1006	\$15	\$35,190
Rx Savings from Risk Mitigation	1708	\$75	\$130,202
Emergency Room Visits Avoided	131	\$771	\$100,975
Specialty Care Visits Avoided	1786	\$321	\$573,858
Radiology	65	\$477	\$31,005
Physician Therapy Savings from Risk Mitigation	217	\$57	\$12,406
Hospital Inpatient	11	\$10,116	\$111,271
Hospital Outpatient	191	\$933	\$179,155
YTD Sub Total Medical			\$1,654,621
Predictive Impact on Payroll & Productivity			
Medical cost reduction for DART injuries	19	\$2,616	\$49,703
Presumptive	1294	\$540	\$698,606
Saved time away from work	3453	\$43	\$148,377
Work Loss Days	477	\$224	\$106,948
Indirect Costs for Injuries	19	\$2,715	\$51,577
Turnover Reduction	10	\$59,967	\$599,872
YTD Sub Total			\$1,666,982
TOTAL SAVINGS			\$3,321,603

Percent of High-Risk/Chronic Population Engaged



Examples of provided reports and analysis

