Medcor Statement of Work
On-site Occupational Health, Primary Care, Wellness and Population Health Management
for Sutter County

Version 2012.2
County: Sutter County
Contract No. 2015-CS-01
Medcor, an Illinois Corporation
P.O. Box 550, 4805 W. Prime Parkway
McHenry, IL 60051
USA
www.medcor.com

This Statement of Work is dated as of July 1, 2015, and is attached to and made a part of the Master Services Agreement (the “MSA”) dated as July 1, 2015 by and between Medcor, Inc. an Illinois corporation having an office and place of business at 4805 W. Prime Parkway, McHenry, IL 60051 (“Medcor”) and Sutter County, having principal place of business at 1160 Civic Center Blvd. Suite A, Yuba City, CA 95993 (“County”).

WHEREAS, County and Medcor desire to enter into this Statement of Work (“SOW”) to define the Services as contemplated in the MSA and to further define the Services to be performed by Medcor for County, and

WHEREAS, Medcor desires to perform and County desires to have performed by Medcor the Services according to the terms and conditions set forth in this SOW and the MSA.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. Definitions:
Any term used herein that is defined in the MSA shall have the same meaning in this Statement of Work as in the MSA. To the extent that this SOW is inconsistent with or conflicts with the MSA, the SOW shall amend and supersede those inconsistent or conflicting terms of the MSA. In all other respects, the SOW shall remain in full force and effect according to its terms.
2. **Scope:**

Medcor will provide to County the following services:

**A. On-site Clinic Management**

a. Manage a clinic provided by the County, dedicated to serving County's employees and other covered lives, such as dependents of County’s employees as County may determine in the future.

b. Recruit, train, employ, support, schedule, and supervise clinic staff.

c. Provide necessary operating procedures and support.

d. Identify necessary medical equipment, supplies, and medications and obtain them as authorized by County.

e. Provide computer hardware and software for the clinic, including electronic medical record (EMR) to (i) guide and document the services delivered, (ii) store clinic data securely, (iii) collect data from claims and other sources as provided by County; (iv) perform analyses on clinic utilization, services, and outcomes, (v) identify and stratify patients by risk and disease categories, (vi) and generate reports for County.

f. Coordinate operations and consult with County to optimize service levels of the clinic and control costs of operating the clinic.

g. Provide physician medical direction and evidence-based standards for clinic staff and services.

h. Conduct period assessments of clinic operations and services and share results with County.

i. Endorse and support County’s vision to establish a healthy County brand and mission, including economic development, collaboration with other community stakeholders, and improve health in the community.

**B. Primary Health Care.**

a. Provide medical care consistent with that provided in a primary care clinic staffed by Physician Assistants (“PAs”) or Nurse Practitioners (“NPs”).

b. Provide an accessible point of contact for patients in the health system, and serve as a resource / advocate to educate and advise patients. Provide a medical home (within the scope of a PA or NP) for patients who do not yet have such a relationship; complement the existing provider relationship for patients who already have a medical home.
c. Assessment, diagnosis treatment, and follow-up of minor acute episodic conditions, such as infections and minor wounds (including suturing) and injuries (including strains and sprains and low back pain).

d. Clinical management of chronic stable disease and conditions such as hypertension, diabetes, high cholesterol, asthma, and stable heart disease.

e. Make referrals as necessary, and coordinate care with specialists and patients' personal medical doctors (“PMD”).

f. Follow evidence based medical practices and recognized standards.

g. Promote and deliver prevention services such as screening exams (including TB), vaccinations and immunizations (including tetanus, flu shots, and hepatitis).

h. Conduct annual physical exams (men’s health, women’s health).

i. Lab tests (rapid “point of service” CLIA-Waived tests such as for strep throat) and sample collection (including blood draws) for off-site analysis by third party laboratories (including tests ordered by patients’ PMDs)

j. Ordering physical therapy regimens.

k. Writing prescriptions (including e-prescribing) optimizing efficacy and cost, utilizing County’s formulary, generics, long-term fills for maintenance medications, mail order, and other cost-savings initiatives, and educating patients about medication choices, benefits, risks and costs.

l. Dispensing medications following a limited formulary for dispensing to meet basic immediate needs as allowed by state law and the California Board of Pharmacy.

C. Promote Wellness and Health Prevention

a. Support County’s wellness programs.

b. Conduct patient education and coaching within clinical encounters.

   i. Identify risk factors and explain changes that can be made to mitigate the risks.

   ii. Encourage healthy lifestyle choices, including fitness and nutrition practices.

   iii. Make referrals into related programs available in the clinic or through other County programs (such as EAP and other benefits).

c. Recommend immunizations and vaccinations appropriate to patients.
D. Population Health Management
   a. Not included in this SOW.

E. Health Risk Assessments
   a. Not included in this SOW.

F. Occupational Health and Worker's Compensation

Medcor will provide to Customer the Services consisting of first aid and related services provided to injured workers, assistance with claims management and loss control. The Services are designed to control workers compensation cost and OSHA recordable events. The services include:

- Medical first aid treatment
- Computerized medical records and data reporting
- Required incident reporting
- Assistance as requested by Customer with case monitoring
- Communication as requested by Customer with TPAs and other third party claims managers
- OSHA record keeping as requested by Customer

G. Telephone Injury Triage
   a. Not included in this SOW.

H. Clinic Promotion
   a. In coordination with County, develop and execute an ongoing marketing campaign to promote use of the clinic.

   b. Conduct periodic surveys of County and patient satisfaction.

   c. Over time, in consultation with County, adjust clinic operations to meet County's changing needs.

   d. Maintain a mix of scheduled appointments and same-day availability.

   e. Provide secure on-line access (web portal) to allow clinic patients to schedule appointments, obtain copies of their records, and communicate with clinic staff. This on-line portal is in addition to access by telephone and in-person.
I. Clinic Staff

a. The clinic services will be provided by the following employees of Medcor. They will be qualified and licensed to perform the services outlined in this SOW.

- Mid-level Provider (either a Physician Assistant or Nurse Practitioner) – 1.0 FTE (40 hours per week)
- Clinic Manager (Registered Nurse) – 1.0 FTE (40 hours per week)
- Medical Assistant – 1.0 FTE (40 hours per week)
- Physician Medical Director (providing oversight and support for the staff listed above).

J. Hours of Coverage:

a. Medcor will operate the clinic according to the schedule below. The total number of hours per week provided by the clinic staff is 120 hours (made up of 40 hours for the NPs or PAs, 40 hours for the RN and 40 hours the medical assistants).

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<th>Shift</th>
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<td>Shift</td>
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b. While the three staff members will usually work in the clinic at the same time, the clinic may be operated for more than 40 hours a week by adjusting the staff schedules so that at times only one or two staff member(s) work in the clinic at a time; during these times the full scope of services may not be available.

c. Medcor shall use its best efforts to provide for coverage for staff paid time off and holidays and unforeseen absences.

d. In consultation with County, Medcor may adjust clinic hours to improve access and services.

e. County may request additional hours of service beyond those outlined above. Such hours of service will incur additional fees described below under paragraph 4C.

3. Location of the Services:

A. The services shall be provided at or near the address below. Any changes to the location of services shall be done by amending this SOW. Services at additional locations shall be described in Additional SOW(s).

Employee Contact Location:
Human Resources Department, 1160 Civic Center Blvd. Suite B, Yuba City, CA 95993

Clinic location: 1251 Plumas Street, Suite 1300A, Yuba City, CA 95991
4. **Fees:**

Medcor shall charge and the County shall pay the following fees and rates in accordance with the requirements of the MSA:

A. Start up / Mobilization Fee: $48,009.00, payable in two equal installments, the first installment being due when this SOW is signed by both parties, and the second installment being due upon successful implementation of services.

B. Annual Program Fee: (Year 1) $570,444.00, payable in equal monthly installments of $47,537.00, each due on the first day of the month of service. First monthly installment is due at time services begin, currently anticipated to be September 1, 2015. This fee includes time from the clinic staff outlined under paragraph 2.J.a above (1.0 FTE NP or PA, 1.0 FTE RN, 1.0 FTE Medical Assistant, and physician oversight).

C. Hourly Rates (Year 1): Additional hours of service requested by County that are in excess of the hours outlined in paragraph 2.J.a above (1.0 NP or PA, 1.0 RN, 1.0 Medical Assistant, and physician oversite) incur the following hourly fees.

- PA or NP - $125.00 per hour
- RN - $80.00 per hour
- Medical Assistant - $40.00 per hour

Client agrees to pay 1.5 times the applicable Medcor billed hourly rate for each hour of overtime worked by Medcor employees and 2.0 times the billed hourly rate for each hour of double time overtime worked by Medcor employees.

D. Telephone Injury Triage. N/A

E. Computer Programming Fee: (Year 1) As defined in the MSA, this fee will only be incurred with prior County approval; the fee is $250 per hour.

F. Interpreter Fees: If third party interpreter services are required for clinic staff to effectively communicate with a patient for medical treatment, fees for the interpreter service will be billed to County by Medcor at cost without mark-up.

G. Annual Rate Increase: Medcor’s fees will be limited to a 3% increase on the renewal of each year of service hereunder, as specified: Year 2 increase equal to $17,113 (3% of Year 1 Annual Program Fee), for total Year 2 Annual Program Fee of $587,557; Year 3 increase equal to $17,628 (3% of Year 2 Annual Program Fee), for a total Year 3 Annual Program Fee of $605,185.

H. Payment for Laboratory Services, Supplies and Medications from third party suppliers: Actual costs will depend on the type and volume of labs, supplies, and medications used
in the clinic. No charge from Medcor if these expenses are paid directly by County, or if paid by insurance that covers the patient (e.g. labs ordered by the clinic may be billed by the lab to the insurance carrier). If paid through Medcor, Customer agrees to reimburse Medcor for Medcor’s actual costs plus a 3% administrative charge.

5. **Term:** The Services shall begin on ________, 2015 or an alternative date mutually agreed upon by the County and Medcor. The Termination Date shall be three years from the date services start, unless terminated earlier in accordance with the terms of the Master Services Agreement. Any changes to these dates shall be done by Amending this SOW.

6. **Facility, Equipment and Supplies:**

   A. On-site Clinic. Medcor will provide County with a description of facility requirements. County will be responsible for preparing and maintaining its On-site Clinic, including all permits, construction, remodeling, leasing, property taxes, repairs, furniture, fixtures and furnishings necessary to make the facility compliant and useable for the Services in this SOW.

   B. Access. County will allow Medcor to use the clinic, as required to fulfill Medcor’s obligations under this SOW. Medcor will be given full and reasonable access to the facility and will be provided free parking for its employees.

   C. Utilities. County is responsible at its costs for all utilities, including plumbing, water, heating, air conditioning, electricity, custodial service, and waste removal (including biohazard waste removal) necessary to make the facility compliant and useable for the purpose for which it is intended.

   D. Equipment. Medcor will inform County of any additional medical equipment required to provide any new services and to meet applicable local, state, and federal requirements to properly equip and operate the On-site Clinic. County shall be responsible for purchasing and maintaining the equipment or reimbursing Medcor for purchasing and maintaining the equipment. Medcor agrees to promptly notify County of equipment that needs to be added, repaired or replaced. The obligation of County to maintain the equipment shall not apply to repairs made necessary by improper use of the equipment by a Medcor Employee, and Medcor shall be responsible for the costs of all repairs to equipment caused by the improper or negligent use by a Medcor Employee.

   E. Supplies. Medcor will inform County of the ongoing disposable medical, office, and computer supplies required to provide the services and to meet applicable local, state, and federal requirements to properly operate the On-site Clinic. County shall be responsible for purchasing and maintaining the ongoing supplies or reimbursing Medcor for purchasing and maintaining the supplies. Medcor agrees to maintain adequate inventory of supplies and promptly notify County of supplies that need to be added, or replenished. The obligation of County to provide supplies shall not apply to purchases made necessary by improper use of supplies by a Medcor Employee, and Medcor shall be responsible for the costs of supplies caused by the improper or negligent use by a Medcor Employee.
F. Medications. Medcor will inform County of the over the counter medications and prescription medications required to provide the services within applicable local, state, and federal requirements. County shall be responsible for purchasing and maintaining the medications or reimbursing Medcor for purchasing and maintaining the medications. Medcor agrees to maintain adequate inventory of medications and promptly notify County of medications that need to be added, or replenished. The obligation of County to provide medications shall not apply to purchases made necessary by improper use of medications by a Medcor Employee, and Medcor shall be responsible for the costs of medications caused by the improper or negligent use by a Medcor Employee.

G. Telephone Equipment and Internet Access. County will provide Medcor with telephone equipment required to perform its obligations under this Agreement, including but not limited to a dedicated voice telephone with two lines, voicemail, a separate dedicated fax line to ensure patient confidentiality suitable for use with a computer modem, and high speed internet access. County agrees to pay all equipment, installation, monthly service, long distance and other costs related to the telecommunication services described above. In the event that land-line communications cannot be provided to the On-site Clinic by the services start date, County agrees provide suitable wireless or cellular internet access or, at its option, reimburse Medcor for its cost of providing wireless or cellular internet access until such time as land-line communication is established.

7. Security and Ambulance Service:

A. Security. County shall be solely responsible to provide any security measures that it deems necessary in order to provide for the protection and safety of Medcor Employees, the Clinic and the Clinic patients. In addition, County will provide Medcor with suitable secure cabinets or other locked locations for storage of Medcor's confidential documents.

B. Ambulance Service. Medcor will, when required by the condition of a person being treated by Medcor, contact the emergency medical services dispatch system via 911 to provide transportation of any person assessed and/or treated by Medcor Employees to a hospital. Medcor shall not be responsible for any costs associated with any such ambulance transportation. Medcor shall determine when, in its judgment and based on proper practice, an ambulance is required. County is solely responsible for ensuring proper ambulance access to its facilities.
Signatures

The undersigned parties have caused this SOW to be executed by their duly authorized officers in duplicate original counterparts, each of which shall be deemed an original hereof on the date hereinafter first written.

Medcor, Inc.
By
Name
Title
Date

Sutter County
By
Name
Title
Date

ATTEST:
DONNA M. JOHNSTON, CLERK
DEPUTY
DATED: 7/28/15

APPROVED AS TO FORM
SUTTER COUNTY COUNSEL
DATED: 7/28/15