

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 29, 2010

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Submitted by: FIRE RESCUE

I. EXECUTIVE BRIEF

Motion and Title:

Staff recommends motion to approve a First Amendment to Professional Services Agreement with Hope Health and Wellness, Inc., to provide fire department physician and related services for a one-year period beginning October 1, 2010, in an amount not-to-exceed \$500,000 annually.

Summary:

The components of the Palm Beach County Fire-Rescue Wellness Program established by the Collective Bargaining Agreement (CBA) include the provision of a Fire Department Physician, the administering of medical physical examinations and drug testing for Fire-Rescue employees. The Palm Beach County Fire-Rescue Wellness Steering Committee (Committee) is comprised of staff appointed by the Fire-Rescue Administrator and the Professional Firefighters/Paramedics of Palm Beach County (Local 2928), to direct, establish guidelines, make recommendations and evaluate the Fire-Rescue Wellness Program. The Committee is responsible for selecting a service provider and approving a service agreement. On October 6, 2008, the County issued a Request for Proposal (RFP) for Fire-Department Physician and Related Services. Seven proposals were received in response to the RFP. The Committee members evaluated each proposal and selected Hope Health and Wellness, Inc. (Provider) based on a total points scoring system. The current agreement (R2009-0127) is set to expire September 30, 2010; however it provided for three additional one-year periods by written agreement of the parties, and prior written approval of the Committee. The Committee approved a one year renewal of the Agreement, the addition of a fee for onsite blood alcohol testing, and clarification of medical record retention requirements by the current Provider. The Provider provided written agreement to extend the term and provided a per occurrence charge of \$50 for the alcohol testing and a monthly charge of \$150 for the additional storage requirements. The Committee approved the additional charges and prepared this First Amendment to renew the Agreement for a one-year period and revise the Agreement to clarify the medical records retention requirements and to include the additional fees. The total amount to be paid by the County under this Agreement shall not exceed a total annual amount of \$500,000. Hope Health and Wellness, Inc. is a local business in Palm Beach County.

Countywide (SGB)

Background and Justification:

The Palm Beach County Fire-Rescue Wellness Program was established pursuant to the CBA with the Professional Firefighters/Paramedics of Palm beach County, Local 2928, IAFF, Inc. The CBA established a Wellness Steering Committee responsible for directing, establishing guidelines, making recommendations and evaluating the Wellness program. It is Fire-Rescue's responsibility to administer the Wellness program and a Wellness Coordinator is responsible for the daily operation and management of the Wellness Program. The CBA provides for a Fire-Department Physician, medical physical exams, and drug testing for Fire-Rescue employees. On October 6, 2008, the County issued a Request for Proposal (RFP) for Fire-Department Physician and Related Services. The Committee members evaluated each proposal and selected Hope Health and Wellness, Inc. based on a total points scoring system. The current agreement will expire September 30, 2010, if an amendment is not signed by both parties at least ninety days prior to the expiration. The total amount to be paid by the County under this Agreement shall not exceed a total annual amount of \$500,000.

Attachments:

1. Committee Recommendation for Renewal and Change to Scope of Work Letter
2. Provider Letter Responding to Request for Renewal and Change to Scope of Work Letter
3. First Amendment to Professional Services Agreement with Hope Health and Wellness, Inc.

Recommended By: [Signature] 6-7-10
Deputy Chief Date

Approved By: [Signature] 6/8/10
Fire-Rescue Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	500,000	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	* 500,000	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No _____

Budget Account No.: Fund 1300 Dept 440 Unit 4230 Rev. Source 3103

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

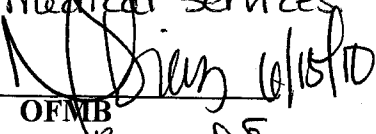
* Source of funds is the Fire Rescue Main MSTU. The financial impact will be the annual expenditure of up to \$500,000 for professional services.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

* Fiscal impact will be annual expenditures up to \$500,000 for medical services.


OFMB
mcb
6/14/10


Contract Dev. and Control

B. Legal Sufficiency:


Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**Fire Rescue**

Chief Steven B. Jerauld
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbcgov.com



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Board of County
Commissioners**

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Karen T. Marcus, Vice Chair

Jeff Koons

Shelley Vana

Steven L. Abrams

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

May 10, 2010

Hope Health and Wellness, Inc.
Andrew P. Hope, President
655 North Military Trail, Suite 7
West Palm Beach, Florida 33415

Re: Recommended renewal of Professional Services Agreement with Hope Health and Wellness, Inc. (R2009-0127)

Dear Dr. Hope,

As you are aware, the current Professional Services Agreement with Hope Health and Wellness, Inc. is set to expire on September 30, 2010. This Agreement may be renewed on the same terms and conditions for an additional one-year period provided there is written agreement between the parties executed at least ninety (90) days prior to the expiration of the Agreement. On February 8, 2010, the Wellness Steering Committee (Committee) met and approved a one-year renewal to expire on September 30, 2011.

However, the Committee has requested the addition of blood alcohol testing to be conducted on-site at Hope Health and Wellness. In accordance with Article 18 (Modifications of Work), the COUNTY, has modified the Scope of Work, to include this testing.

The Committee has also requested more stringent record retention practices be placed on employee medical records. Said records must be retained for a period of not less than the employee's term of employment with the County.

Please provide a written response including the following:

> agreement to a one-year renewal based on the same terms and conditions set forth in the current agreement; and

> advise if the contemplated change(s) in the Scope of Work, to require on-site blood alcohol testing and provide longer record retention, shall affect your ability to meet the terms and conditions of the current agreement; and

> advise if the contemplated change(s) in the Scope of Work, to require on-site blood alcohol testing and provide longer record retention, shall result in a fee for said service(s).

If you have any questions, please contact my office at (561) 616-7000. Thank you.

Sincerely,

Steve Delai, Deputy Chief
Palm Beach County Fire-Rescue

*"An Equal Opportunity
Affirmative Action Employer"*

printed on recycled paper

Quality * Efficiency * Customer Relations * Employee Health & Safety



Andrew Hope, D.C., C.C.S.P.
Alen Feurich, P.T.,
Erik Khoury, P.T.A.

Pedro A. Sanchez, D.O.
Kellie Collins, A.R.N.P.
Neisy Rubio, MA

655 N. Military Trail ♦ West Palm Beach, FL 33415 ♦ (561) 686-0120 ♦ FAX: (561)686-8073
4290 Professional Ctr Drive ♦ Palm Beach Gdns, FL 33410 ♦ (561) 721-9696 ♦ FAX: (561)721-9722

May 17, 2010

Dear Chief Steve Delai:

I am in agreement to a renewal based on the same terms and conditions set forth in the current agreement. The changes in the Scope of Work to require on site blood alcohol testing and provide longer record retention doesn't affect our ability to meet the terms and conditions of the current agreement.

The new requirement will result in additional fees:

\$150 / month - Storage costs for the requested more stringent record retention practices of the medical records.

\$50 for any requested Blood Alcohol testing

If you have any questions feel free to contact me at the office.

Sincerely

Dr. Andrew P Hope, D.C.
Certified Chiropractic Sports Physician
Hope Health & Wellness
Office: (561) 686-0120

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN PALM BEACH
COUNTY AND HOPE HEALTH AND WELLNESS, INC. (R2009-0127)**

THIS FIRST AMENDMENT, dated _____, 2010, to Professional Services Agreement between Palm Beach County and Hope Health and Wellness, Inc., dated January 13, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and Hope Health and Wellness, Inc., a Florida for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "PROVIDER"), whose federal I.D. is 65-0088713.

WITNESSETH:

WHEREAS, the parties have entered into that certain Professional Services Agreement (R2009-0127) dated January 13, 2009, hereinafter referred to as the "AGREEMENT", whereby the PROVIDER has agreed to provide professional services in the area of occupational health and safety, as more specifically set forth in the Scope of Work detailed in Article 3 of the AGREEMENT, including but not limited to providing the delivery of medical physicals to Palm Beach County Fire-Rescue employees, providing for a "Fire Department Physician", providing for a Medical Review Officer (MRO), providing for professional medical staff, and providing for direction for the medical component of Palm Beach County Fire-Rescue's Wellness program; and

WHEREAS, in accordance with Article 2 of the AGREEMENT, the parties desire to renew the AGREEMENT for the period October 1, 2010 through and including September 30, 2011, as approved by the Wellness Steering Committee; and

WHEREAS, on December 15, 2009, the Board of County Commissioners adopted Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance ("IG Ordinance"). This Ordinance authorizes the Inspector General to conduct audits of, require reports from, and receive access to the records of all County Departments; and

WHEREAS, in accordance with Article 18 of the AGREEMENT, the Wellness Steering Committee has approved modifying the Scope of Work to clarify that the PROVIDER shall retain all employee medical records for the entire duration of the AGREEMENT, and to include a monthly fee for records storage costs, which fee shall not require any increase to the existing annual not-to-exceed contract amount; and

WHEREAS, the Wellness Steering Committee has approved including a fee for alcohol level testing to be provided in accordance with the drug testing services under the AGREEMENT, which fee will not require any increase to the existing annual not-to-exceed contract amount; and

WHEREAS, the PROVIDER has advised that the contemplated modifications shall not affect its ability to meet the terms and conditions of the AGREEMENT.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the PROVIDER agree as follows:

1. In accordance with Article 2 of the AGREEMENT, the AGREEMENT is hereby renewed for an additional one year period commencing October 1, 2010, and shall remain in full force and effect up to and including September 30, 2011, unless sooner terminated or renewed as provided for in the AGREEMENT.

2. The AGREEMENT is hereby amended to add the following Article:

"Article 31 –Palm Beach County Office of the Inspector General

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud."

3. The AGREEMENT is hereby amended to add the following Article:

"Article 32 – Medical Record Retention

The PROVIDER shall retain and maintain for the entire duration of the AGREEMENT, including all renewals periods, any and all employee medical records produced or received by the PROVIDER as a result of the AGREEMENT, including any and all services performed under the AGREEMENT. 'Employee medical records' includes, but is not limited to, medical/employment histories and complaints; medical examination and laboratory/diagnostic test records, charts, films, and results; medical opinions, diagnoses, notes, and recommendations; and duty recommendation forms."

4. The AGREEMENT is hereby amended to revise Exhibit B, as attached hereto and incorporated herein, to add the following fees to the Price Proposal Page: \$50 for each Blood Alcohol Content (BAC) Test and \$150 per month for storage of all employee medical records.
5. All other provisions of the AGREEMENT are hereby confirmed and, except as specifically provided for herein, are not otherwise altered or amended and shall remain in full force and effect.
6. This First Amendment to the AGREEMENT shall take effect on October 1, 2010.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, PROVIDER and the COUNTY have made and executed this First Amendment on the date first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

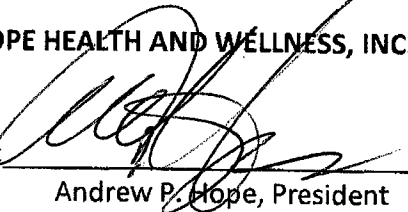
By: _____
County Attorney

By:  _____
Fire-Rescue

WITNESS:

HOPE HEALTH AND WELLNESS, INC.

By: _____

By:  _____
Andrew P. Hope, President

WITNESS:


By:  _____

EXHIBIT B

Appendix A Price Proposal Pages

The following pricing is submitted as the all-inclusive price to provide the Palm Beach County Fire Rescue Department with medical physicals and related services. The proposer shall indicate a fixed unit price for each service listed. Pricing for this RFP shall be based upon each service unit price. The unit price shall include the service cost, profit, and all other costs associated with this program. No other charges shall be allowed.

The Total Weighted Price will be used for evaluation purposes only. Weights have been assigned to each service for determining Price Proposal points.

Services

Item #	Description	Unit Price - \$	Times	Weight Factor	Weighted Unit Price - \$
1	Regular Medical Physical	245	X	82.348%	
2	Drug Test	35	X	8.729%	
3	Special Operations Medical Physical	320	X	3.306%	
4	Special Operations Upgrade	70	X	.098%	
5	CAT Volunteer Physical	45	X	.154%	
6	Varicellea Vaccine	86	X	.093%	
7	Pap Smear	15	X	.017%	
8	RIBA Confirmatory	20	X	.227%	
9	MRO Fee	50	X	.058%	
10	X-Ray Overreads	15	X	.175%	
11	On-Call Fee	70	X	.081%	
12	Stress Test	150	X	2.095%	
13	Stress Echo	245	X	.233%	
14	Hep B Titer	8	X	1.397%	
15	PPD	8	X	.873%	
16	Printing Fee	0	X	.116%	
17	<u>Blood Alcohol Content (BAC) Test</u>	<u>50</u>	X	N/A	
18	<u>Employee Medical Record Retention/Storage, monthly fee</u>	<u>150</u>	X	N/A	

Total Weighted Price: \$ _____

For Evaluation Purposes only.

The County shall pay to Contractor the unit prices proposed on each line item.