

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 22, 2015 ☒ **Consent** ☐ **Regular**
 ☐ **Ordinance** ☐ **Public Hearing**

Department
Submitted By: Youth Services Department
Submitted For: Residential Treatment and Family Counseling Division

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to receive and file: First Amendment to Contract for Medical Services between Palm Beach County and Children's Healthcare Associates, P.A., dated October 1, 2012, (R2012-1725), to provide medical services at Highridge Family Center for an additional one-year period beginning October 1, 2015 through September 30, 2016, in an amount not to exceed \$54,000.

Summary: On November 20, 2012, the County entered into a three-year Contract for Medical Services with Children's Health Care Associates, P.A. (R2012-1725) for the provision of medical services such as physical examinations, diagnosis and treatment of illnesses to the residents at the Highridge Family Center. The Contract is set to expire September 30, 2015. This First Amendment exercised the County's right to renew for a one (1) year period beginning October 1, 2015 through September 30, 2016, in an amount not to exceed \$54,000 per fiscal year. Resolution R2010-1147 authorized the County Administrator or his designee to execute contracts for professional/medical services at the Highridge Family Center on behalf of the Board of County Commissioners. One fully executed original is being submitted for the Clerk's office to receive and file.
Countywide (HH)

Background and Policy Issues: In accordance with Countywide policy CW-O-051, this fully executed First Amendment is submitted for the Clerk's office to receive and file. The initial term is set to expire September 30, 2015 and includes a two (2) year option for renewal at the sole discretion of the County. The parties now desire to extend the initial term for a one (1) year period beginning October 1, 2015, and ending September 30, 2016, with an additional one (1) year option for renewal at the sole discretion of the County.

Attachment: First Amendment to Contract for Medical Services

Recommended by:  8/24/15
Department Director Date

Approved by:  9-2-15

Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	<u>54,000</u>	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>54,000</u>	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Proposed Budget? Yes X No _____

Budget Account Exp No: Fund 0001 Department 150 Unit 8220 Object 3103
Rev No: Fund _____ Department _____ Unit _____ Object _____

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

The fiscal impact associated with this Agreement shall be funded by the general fund through the Highridge Family Center unit (8220).

Departmental Fiscal Review: *Yvonne Dina*

III. REVIEW COMMENTS

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

Sherry Brown
OFMB *8/27* *8/28/15*

Dr. J. Jacobson *9/1/15*
Contract Administration
9-1-15 B. Wheeler

B. Legal Sufficiency:

Helene C. Drigsd *9-2-15*
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**FIRST AMENDMENT TO CONTRACT FOR MEDICAL SERVICES WITH
CHILDREN'S HEALTH CARE ASSOCIATES, P.A. (R2012-1725)**

THIS FIRST AMENDMENT dated August 24, 2015, to Contract for Medical Services between Palm Beach County and Children's Health Care Associates, P.A., dated October 1, 2012, (R2012-1725), 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 Children's Health Care Associates, P.A., a corporation authorized to do business in the State of Florida, (hereinafter referred to as the "MEDICAL PROVIDER"), whose Federal I.D. is 59-2845624.

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract for Medical Services (R2012-1725) dated October 1, 2012, hereinafter referred to as the "Contract", whereby the MEDICAL PROVIDER has agreed to provide medical services at Highridge Family Center, as more specifically set forth in the Scope of Work detailed in Exhibit "A" of the Contract; and

WHEREAS, the parties desire to extend the term of the Contract for a one (1) year period through September 30, 2016.

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

1. ARTICLE 2 – SCHEDULE, is hereby amended to read as follows:

"The MEDICAL PROVIDER shall commence services on October 1, 2012 and complete all services by September 30, 2016 with a one (1) year option for renewal at the sole discretion of the County. The parties agree that the MEDICAL PROVIDER will be entitled to payment for services rendered beginning October 1, 2015, notwithstanding the date the contract is executed by the Board of County Commissioners.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

2. Section A to ARTICLE 3 – PAYMENTS TO MEDICAL PROVIDER, is hereby amended to read as follows:

"A The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of Two Hundred Sixteen Thousand Dollars (\$216,000), payable on a monthly basis at the rate of \$4,500.00 per month for the period October 1, 2012 through September 30, 2016, not to exceed Fifty Four Thousand Dollars (\$54,000) per fiscal year. In the event the County exercises its one (1) year renewal option, MEDICAL PROVIDER may not carryover any unspent funds and payment is contingent upon the annual appropriation by the Board of County Commissioners."

3. **Section H of ARTICLE 10 – INSURANCE**, is hereby amended to read as follows:

“H. **Certificate(s) of Insurance.** Prior to execution of this Contract, MEDICAL PROVIDER shall deliver to the COUNTY’s representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage’s required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (1) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners
c/o Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415”

4. **ARTICLE 21 – NONDISCRIMINATION** is hereby amended to read as follows:

“MEDICAL PROVIDER shall not discriminate against any individual or employee on the basis of his or her race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information with respect to any activity occurring under this Contract.

PROVIDER has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the MEDICAL PROVIDER does not have a written non-discrimination policy or one that conforms to the COUNTY’s policy, it has acknowledged through a signed statement provided to COUNTY that MEDICAL PROVIDER will conform to the COUNTY’s non-discrimination policy as provided in R-2014-1421, as amended.”

5. **ARTICLE 26 – NOTICE** is hereby amended to read as follows:

“All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent the COUNTY, notices shall be addressed to:

Tammy K. Fields, Director of Youth Services
Youth Services Department
50 S. Military Trail, Suite 203
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

If sent to the MEDICAL PROVIDER, notices shall be addressed to:

Janis Jones, M.D.
Children's Health Care Associates, P.A.
5205 Greenwood Avenue, Suite 251
West Palm Beach, FL 33407"

6. All other provisions of said Contract, dated October 1, 2012, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[Remainder of page left blank intentionally]

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

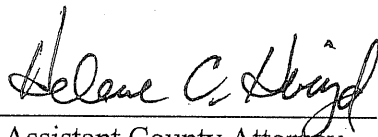
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

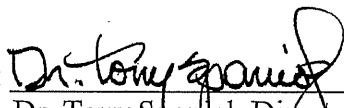
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS

By:  _____
Tammy K. Fields, Director
Youth Services Department

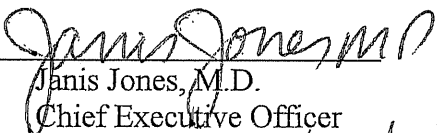
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Dr. Tony Spaniol, Director of
Residential Treatment & Family
Counseling
Youth Services Department

MEDICAL PROVIDER:
CHILDREN'S HEALTH CARE
ASSOCIATES, P.A.

By:  _____
Janis Jones, M.D.
Chief Executive Officer
8/12/15