

TAB 2



City of Palmetto Agenda Item

Meeting Date

11/19/2012

Presenter: Jim Freeman

Department: Human Resources

Title: Company Care Provider letter of Agreement

The agreement with Company Care, our provider for pre-employment drug screens and physicals has expired.

We have had Company Care as the provider for pre-employment drug screens and physicals since July 2006. Company Care provides a one stop shop for our pre-employment physicals and drug screens and they also offer injury related care for workers compensation. They will administer inoculations for hepatitis, TB tests, and testing for all childhood diseases when and if necessary. They are also authorized providers for our workers compensation injuries.

The rates as listed in the compensation schedule attached to the contract are the same as they were last year.

Alternatives:

1. Look for alternative providers for our pre-employment drug scree and physicals
2. Renew the existing agreement with Company Care to provide pre-employment drug screens and physicals and medical care for our workers compensations injuries effective October 15, 2012 for a period of 1 year ending October 14, 2013.

Recommendation:

Staff recommends selecting alternative number 2. Authorize the Mayor to execute the agreement between the City of Palmetto and Company Care for new hire pre-employment drug screens, physicals, and workers compensation work related injuries. (See attached agreement)

Budget impact:

Total fixed costs for the contract will depend upon the number of new hires.

Budgeted Amount:	\$3,220	Budget Page No(s):	114	Available Amount:	\$3,220	Expenditure Amount:	N/A
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Additional Budgetary Information:

Funding Source(s):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Sufficient Funds Available:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Budget Amendment Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Source:	
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City Attorney Reviewed:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Advisory Board Recommendation:	<input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> N/A	Consistent With:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
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Potential Motion/ Direction Requested: Motion to approve and authorize the Mayor to execute the Company Care Provider letter of agreement for a term expiring 10/14/2013.

Staff Contact:

Attachments: Company Care Provider letter of agreement.

COMPANY CARE PROVIDER LETTER OF AGREEMENT

THIS AGREEMENT, effective the 15th day of October, 2012, by and between the facilities named below (collectively referred to hereinafter as "Providers") and City of Palmetto (hereinafter referred to as "Client"), is as follows:

1. **Scope of Services.** Providers shall perform the services listed, and Client shall pay the respective Provider in accordance with the fees set forth, in the "Profile Sheet," which is attached hereto and incorporated herein by this reference. Service locations are set forth in Attachment A, which is attached hereto and incorporated herein by this reference.
2. **Term.** This Agreement shall be for a term one (1) year commencing the 15th day of October, 2012 and shall ~~automatically renew for additional terms of one (1) year, unless~~ terminated pursuant to section 5. end on october 14, 2013.
3. **Changes.** Any changes to this Agreement shall be made by mutual written consent of both Parties.
4. **Compensation.** Client shall pay each respective Provider within thirty (30) days of the date of invoice for services rendered.
5. **Termination.** This Agreement may be terminated by either party, at any time, upon sixty (60) days prior written notice.
6. **Insurance and Indemnification.** Each respective Provider shall maintain, at its sole cost and expense, professional liability insurance with an insurer satisfactory to Client, with minimum limits of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) in the aggregate and shall at the request Client, provide written evidence of said insurance coverage. In the event said coverage is changed materially, the Provider shall, within ten (10) days of such material change, notify Client in writing. The Provider shall indemnify, defend and save Client harmless from and against any and all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorney's fees) based upon, arising out of attributable to any acts or omissions arising from the Provider's performance hereunder.
7. **Licensure/Compliance.** Each Provider warrants and represents that it is licensed to perform the services provided under this Agreement and shall maintain all such licenses for the duration of the Agreement. In addition, each Provider represents that the services provided hereunder are in compliance with any and all applicable federal and state statutes, laws and/or regulations.
8. **Resolution of Disputes.** In the event that a dispute between the parties arises out of or related to this Agreement, the parties shall meet and negotiate in good faith to attempt to resolve this dispute. If, after at least thirty (30) days following the date one party sent written notice of the dispute to the other party, the dispute is not resolved, and if any party wishes to pursue the dispute, it shall be submitted to binding arbitration in accordance with the rules then in effect of the American Health Lawyers Association (the "AHLA"). In no event may arbitration be initiated more than one (1) year following the sending of written notice of the dispute. The arbitrator shall have no authority to award any punitive or exemplary damages. Any arbitration proceeding under this Agreement shall be conducted in a location agreed to by the parties. Any award entered into by the arbitrator shall be final and binding on the parties and may be entered as a judgment in any court having jurisdiction. If the dispute pertains to a matter which is generally administered by certain Plan procedures, such as a credentialing or quality assessment plan, the procedures set forth in that plan must be fully exhausted before either party may evoke its right to arbitration under this section.
9. **Hold Harmless and Indemnification.** Each party shall be responsible for any and all claims, liabilities, damages or judgments that may arise as a result of their own negligence or intentional

wrongdoing. Each party shall hold harmless and indemnify the other party against any such claims, liabilities, damages or judgments which may be asserted against, imposed or incurred by the other party.

10. **Assignment.** This Agreement shall not be assigned by any of the Providers without the prior written consent of Client.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws of Florida.
12. **Independent Contractors.** For all purposes hereunder, the relationship between Client and each respective Provider is solely that of independent contractors and this Letter of Agreement does not create a partnership, joint venture or other association between any of the Providers and Client. The employees and agents of each respective Provider shall be considered to be under exclusive management and control of each respective Provider.
13. **Notices.** Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

To Provider: Company Care
6002 49th Street North
St. Petersburg, FL 33709
Attn.: Barb Maxwell, Division Director

To Client: City of Palmetto
516 8th Ave. West
Palmetto, FL 34220

14. **HIPAA Requirements.** The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, each party shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Each party agrees also to comply with any state law and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions and code sets related to, information related to patients.
15. **Warranty of Non-Exclusion.** Each party represents and warrants to the other that the party, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "federal healthcare programs"), (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in the party or any such individual being excluded from participation in the federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and each party shall immediately notify the other of any change in the status of the representations and warranty set forth in this section. Notwithstanding any provision of this Agreement to the contrary, any breach of this section shall give the other party the right to terminate this Agreement immediately.

IN WITNESS WHEREOF, the Parties have set their hands the date and year first written above.

“Client”

Title: _____

Date: _____

“Providers”

Peter Marmarstein, Senior Vice President, on behalf of the following “Providers”

Date: _____

- Edward White Hospital, Inc., d/b/a Edward White Hospital
- Fawcett Memorial Hospital, Inc., d/b/a Fawcett Memorial Hospital
- Galencare, Inc., d/b/a Northside Hospital
- Galen of Florida, Inc., d/b/a St. Petersburg General Hospital – **“Injury Intake Site”**
- Largo Medical Center, Inc., d/b/a Largo Medical Center - **“Injury Intake Site”**
- HCA Health Services of Florida, Inc. d/b/a Blake Medical Center
- Osceola Regional Hospital, Inc. d/b/a Osceola Regional Medical Center
- HCA Health Services of Florida, Inc. d/b/a Regional Medical Center Bayonet Point
- Largo Medical Center, Inc., d/b/a Largo Medical Center, Indian Rocks Campus

COMPENSATION SCHEDULE

This attachment when executed by Provider and Client, shall become part of the agreement between the parties as of the Effective Date of the Agreement, and shall remain in Full Force and Effect as long as the Agreement is in Force.

CLINICAL SUMMATION SHEET

Company: City of Palmetto

SERVICES TO BE PERFORMED:

Breath Alcohol Initial	\$25.00
Breath Alcohol Confirmation	\$25.00
Pre-Employment Physical	\$40.00
Drug Screen our MRO Incl. lab test, record keeping, And MRO services	\$40.00
EKG	\$25.00
UA	\$10.00
CBC	\$12.00
CMP	\$15.00
PPD	\$20.00
Hepatitis C AB Qual	\$10.00

Workers Compensation

State Fee Schedule

Carrier Name: Florida Municipal Health Trust Phone: 800-756-3042 Fax:

Mailing Address: Claims Center P.O. Box 538135

City: Orlando State: Florida Zip: 32853-8135

Employer Contact Name: Sharon Jones Phone: 941-723-4570 Fax: 941-723-4576

Mailing Address: 516 8th Avenue West

City: Bradenton State: Florida Zip: 34220

Company Care Contact:

Lisa Nikirk, Account Representative
Sherri Lynn Davidson, ARNP
2010 59th Street West, Suite 3600
Bradenton, Fl. 34209
Phone: (941) 798-6158
Fax: (941) 798-6081