



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE: 5/27/08

SUBJECT: PORT ORANGE URGENT CARE AGREEMENT

DEPARTMENT: HUMAN RESOURCES

RECOMMENDED MOTION:


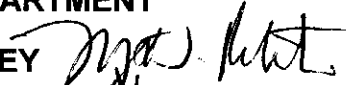

To approve the agreement with Port Orange Urgent Care for workers' compensation screening and treatment, employment-related physicals, and drug screening.

SUMMARY:

For over a decade, the City has utilized EmployMed for pre-employment drug screens, pre-employment physicals and random drug screens. Although the City has received adequate service, the addition of Port Orange Urgent Care provides an opportunity to obtain quality services without leaving the community. The turn around time for drug test results is 24 hours, as opposed to 2-3 days, and the staff is capable of providing on-site services in a controlled and secured setting in accordance with required state and federal standards. The cost for pre-employment, random, and post-accident drug screens is \$35 per patient which is the same as EmployMed. The cost for a complete pre-employment physical and all required tests for police and firefighters is \$350 per patient which is \$4 more than EmployMed. Although the cost is slightly more, it reduces our employees travel and places them at less risk.

Staff recommends utilizing Port Orange Urgent Care for workers' compensation screening and treatment, employment-related physicals and drug screens. Employees would still utilize EmployMed for after hours post-accident testing.

ATTACHMENTS: Ordinance Resolution Budget Resolution
 Other Support Documents/Contracts Available for Review in Manager's Office

DEPARTMENT HEAD	Signed 	Date 05/12/08
FINANCE DEPARTMENT	Approved as to Budget Requirements	Date
CITY ATTORNEY 	Approved as to Form and Legality	Date 5.28.08
CITY MANAGER 	Approved Agenda Item For:	6/3/08

COUNCIL ACTION: Approved as Recommended Disapproved Tabled Indefinitely
 Continued to Date Certain Approved with Modification:

AGREEMENT

This Contract is entered into this _____ day of June, 2008, by and between the City of Port Orange, Florida, a Florida municipal corporation, and Urgent Care Center of Port Orange, LLC, for services identified herein, on the following terms and conditions.

1. Definitions.
 - (a) **As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.**
 - (b) **As used in this Contract, the term "Contractor" shall mean the Urgent Care Center of Port Orange, LLC.**

2. Provision of Services.

At the City's request, the Contractor will provide to the City the services listed on the attached Schedule "A" for the City's employees and prospective employees. The City will provide the necessary information and consents required by the Contractor in order to perform the requested services. The City specifically authorizes the Contractor to release any and all collected information pertaining to its employees or prospective employees to the City's Human Resource Director or designee.

3. Payment for Services.

Fees for services provided by Contractor will be paid by the City in accordance with the fee schedule as shown on attached Schedule "A". The Contractor will provide an invoice detailing the services provided on behalf of the City which invoice shall be paid by the City in a timely manner. Any invoice that is not paid in full by the 90 to 120 day time period will be subject to discontinuation of service unless payment arrangements can be made.

4. Term of Agreement: Termination.

Subject to the provisions hereof, this Agreement shall remain in full force and effect commencing the 1st day of July, 2008, and ending the 30th day of June, 2009. Thereafter, this Agreement may automatically renew by mutual agreement of the parties for one year terms, unless terminated in accordance with the provisions below.

Either of the parties shall have the right and privilege of canceling and terminating this Agreement at any time upon the giving of thirty (30) days written advance notice to the other. Such notice to the Contractor shall be effective upon delivery to the Port Orange Urgent Care office located at 1690 Dunlawton Ave., Port Orange, FL 32127, and to the City, upon delivery to The City Manager's Office, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

5. Assignment.

Nothing contained in this Agreement shall be construed to permit the assignment or delegation of any rights or duties under this Agreement, and such assignment or delegation is expressly prohibited and void.

6. Non-Waiver.

The failure of either party to insist on strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any other default whether or not of the same or similar nature.

7. Entire Agreement.

The parties agree that they are not relying upon any promises, understandings, warranties, circumstances, conduct, negotiations, expectations, representations or agreements, oral or written, expressed or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire agreement of the parties with respect to the subject matter hereof; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed by an authorized officer of each party hereto; that this entire Agreement has been bargained for and negotiated; and that the parties have read, understood and approved this Agreement in its entirety.

CITY OF PORT ORANGE, FLORIDA

URGENT CARE CENTER OF PORT ORANGE, LLC

By: _____
ALLEN GREEN, MAYOR

By: _____
Signature

ATTEST:

Printed Name: _____

Kenneth W. Parker, City Manager

Title: _____

Witness

Witness

DATE: _____

DATE: _____

SCHEDULE "A".

1. CBC:..... \$3.50
2. Hep A tot antib:..... \$10.00
3. Hep B antib:..... \$18.00
4. Hep B Surf Antig:....\$15.00
5. Hep C Antib:\$10.00
6. HIV:\$8.00
7. Cardiac Risk Prof:..\$6.00
8. U/A Dip:..... \$15.00
9. Chest x-ray:\$91.00
10. EKG:\$75.00
11. TB skin test:\$35.00
12. Drug Screen:\$35.00
13. Physicals:\$85.00

Discounts applicable to this Agreement with the City of Port Orange:

1. Total screening per employee/prospective employee for all above tests: \$350.00.