

**City of Carson City
Agenda Report**

Date Submitted: April 9, 2012

Agenda Date Requested: April 19, 2012
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: To accept Health and Human Services recommendation to approve Amendment No. 1 to Contract No. 1112-041 with Physician Select Management, LLC., titled "Healthcare Professional Services" to change the scope of work and increase the contract in an amount of \$48,000.00 from \$155,000.00 to \$203,000.00. (Kim Belt)

Staff Summary: On June 2, 2011, The Carson City Board of Supervisors approved the above listed contract in the amount of \$155,000.00. This request is to amend the contract scope of work and amount. This contract is to provide Professional Services which includes providing clinical services, by appointment, as well as walk-in services to Carson City residents and with this amendment Douglas County residents would be included.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept Health and Human Services recommendation to approve Amendment No. 1 to Contract No. 1112-041 with Physician Select Management, LLC., titled "Healthcare Professional Services" to change the scope of work and increase the contract in an amount of \$48,000.00 from \$155,000.00 to \$203,000.00. (Kim Belt)

Explanation for Recommended Board Action: Staff recommends amending contract 1112-041 with Physician Select Management LLC. in order to allow Douglas County Residents to have more flexibility when seeking their health care needs.

Applicable Statute, Code, Policy, Rule or Regulation: Nevada Revised Statutes 332.115.

Fiscal Impact: \$48,000.00.

Explanation of Impact: If approved Contract 1112-041 scope of work will be changed and contract amount amended.

Funding Source: 275-6807-441-0309 Nursing Grant/Title X and 101-6800-441-03-50 Professional Services/Clinic Services accounts as provided in FY 2011/2012.

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contract Amendment No. 1.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: Markemuni
(Health and Human Services)

Mark Scully
(City Manager)

Mark Scully
(District Attorney)

Mark Scully
(Finance Director)

Date: 4/10/12

Date: 4/18/12

Date: 4/10/12

Date: 4/10/12

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

AMENDMENT No. 1

Contract No. 1112-041

Healthcare Professional Services

THIS AMENDMENT is made and entered into this 19th day of April, 2012, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Physician Select Management, LLC., hereinafter referred to as the "CONTRACTOR", and is made to amend the existing contract known as **CONTRACT # 1112-041**.

W I T N E S S E T H :

WHEREAS, during the performance of **CONTRACTOR'S** duties pursuant to **CONTRACT # 1112-041** the **CITY** requested additional tasks of the **CONTRACTOR** that were not within the original **Scope of Work** of the **CONTRACT**; and

WHEREAS, the **CITY** and **CONTRACTOR** desire to amend **CONTRACT** to provide **CONTRACTOR** authorization to perform the additional work and to compensate **CONTRACTOR** for the additional work; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONTRACTOR**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONTRACTOR**, by and through their respective authorized representatives hereby agree to:

1 Amend Paragraph 4.2.1 of **CONTRACT #1112-041** to provide in its entirety as follows:

CONTRACTOR will provide clinical services, by appointment, as well as walk-in availability a minimum of four (4) clinical workdays, totaling a minimum of thirty-two (32) hours per week for Carson City and a minimum of sixteen (16) hours per week for Douglas Community Health, or as mutually agreed upon by both parties.

2 Amend Paragraph 4.4.1 of **CONTRACT #1112-041** to provide in its entirety as follows:

CONTRACTOR will provide family planning services to a minimum of 994 new/unduplicated community health clinic clients for Carson City and a minimum of 250 new/unduplicated community health clinic clients for Douglas Community Health during the period July 1, 2011, to June 30, 2012. Services will include the following:

- Contraceptive methods including Birth control pills, depo provera, IUD utilization, barrier methods, and emergency contraception.
- Pregnancy testing with counseling and referral
- Pap Smears and breast exams

3 Amend Paragraph 4.4.2 of **CONTRACT #1112-041** to provide in its entirety as follows:

CONTRACTOR will provide sexual health services to a minimum of 833 new/unduplicated clients for Carson City and a minimum of 100 new/unduplicated clients for Douglas Community Health during the period July 1, 2011, to June 30, 2012. Services will include but are not limited to the following:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

AMENDMENT No. 1

Contract No. 1112-041

Healthcare Professional Services

- Testing, counseling and treatment for Chlamydia, GC, and syphilis.
- Testing, counseling and referral for HIV, Hepatitis C, Hepatitis B.
- Vaccination (with parental consent) as indicated against HPV, Hepatitis B, rubella, and others.
- Screen for alcohol and drug abuse.

4 Amend Paragraph 4.6 of **CONTRACT #1112-041** to provide in its entirety as follows:

CONTRACTOR will request, by the fifth of each month, a flat reimbursement fee of \$12,915 for 6 months and \$20,915 for the remaining 6 months which will cover personnel expenses for a Mid-Level Practitioner to work an average of a minimum of 32 and a maximum of 40 hours per week for Carson City and minimum of 16 and a maximum of 20 hours per week for Douglas Community Health, exclusive of holidays and other time off as agreed to by the Health Director; physician oversight according to Nevada law and regulations, including review of medical records; physician participation in review and development of policies and procedures, including meetings and other activities related to quality improvement; indirect costs, including but not limited to general administration, professional recruitment, training, evaluation and continuing education expenses; billing services fees incurred related to the **SERVICES** as specified in this contract during the contract period. The Request for Reimbursement and required supporting documentation forms shall be a mutually agreed upon by both parties.

5 Amend Paragraph 4.8.1 of **CONTRACT #1112-041** to provide in its entirety as follows:

To provide reimbursement for family planning services and activities related to the scope of work specified in this contract. Reimbursement shall be paid in 6 monthly installments of \$12,915 and 6 monthly installments of \$20,915 for an amount not to exceed the cost of \$203,000.00, which is in the combination of Federal Title X funding and revenue generated from patient fees.

6 Amend Paragraph 5.1 of **CONTRACT #1011-226** to provide in its entirety as follows:

City agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials for a not to exceed amount of Two Hundred Three Thousand Dollars and No Cents (\$203,000.00), which is an increase to the contract amount by Forty Eight Thousand Dollars and No Cents (\$48,000.00)

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1112-041
Healthcare Professional Services**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY
Finance Director
Attn: Kim Belt, Purchasing and
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

By: K. Belt
KIM BELT
DATED 4/10/12.

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: Mureen Scully
Deputy District Attorney
DATED 4/10/12.

CITY'S ORIGINATING DEPARTMENT
BY: Marena Works, MSN, MPH, APN/Director
Carson City Health and Human Services
900 East Long Street
Carson City, NV 89706
Telephone: 775-887-2190
Fax: 775-887-2248
Mworks@carson.org

By: Marena Works
DATED 4-10-12.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1112-041
Healthcare Professional Services

Leonard Hamer, deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Amendment; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: Leonard Hamer, MBA, CMPE

TITLE: Manager, CEO

FIRM: Physician Select Management, LLC

CARSON CITY BUSINESS LICENSE #: 12-13615

Address: 212 West Ann Street

Address: 212 Western Street
City: Carson City State: Nevada Zip Code: 89703

Telephone: 775-885-2211/Fax #: 775-885-0773

E-mail Address: lenhamer@pmcipa.com

(Signature of **CONSULTANT**)

DATED _____

STATE OF _____)
County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of April, 2012, by Leonard Hamer.

(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1112-041
Healthcare Professional Services**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on April 19, 2012, approved the acceptance of **CONTRACT No. 1112-041**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L CROWELL, MAYOR

DATED this 19th day of April, 2012.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 19th day of April, 2012.