DATE: March 9, 2016

FROM: Kathleen Hinman HR / Benefits 385-3215

TITLE OF AGENDA ITEM:
Board approval of Document No. 2016-143: Amendment to Deschutes County Contract 2012-622.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:
In 2012 Deschutes County entered into a contract with Medcor for operation of the Deschutes Onsite Clinic (DOC). Additional services were added through amendments in 2013 and 2014, including juvenile services.

The term of the original contract and amendments expires on 12/31/15.

Document 2016-143 amends the original contract by extending the termination date to December 31, 2016. It also adds Exhibit 8 which details services to be provided to Juvenile. All other terms and conditions of the original contract and the 2014 amendments remain in place (including a limited 3% annual increase provisions).

FISCAL IMPLICATIONS:
Annual expenditure of $1,200,000.00.

RECOMMENDATION & ACTION REQUESTED:
Board approval of Document No. 2016-143 amending Contract 2012-622 by extending the expiration term one-year to December 31, 2016.

ATTENDANCE: Kathleen Hinman, Benefits Coordinator

DISTRIBUTION OF DOCUMENTS:
Kathleen Hinman
DESCHUTES COUNTY DOCUMENT SUMMARY

(Note: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

Date: 2/22/16  Department: HR

Contractor/Supplier/Consultant Name: Medcor, Inc.  Contractor Phone #: 815-759-5489

Type of Document: Contract amendment - Document No. 2016-143

Goods and/or Services: Medcor Professional Services at the DOC

Background & History: In 2012 Deschutes County entered into a contract with Medcor for operation of the Deschutes Onsite Clinic (DOC). Additional services were added through amendments in 2013 and 2014.

The term of the original contract and amendments expires on 12/31/15.

Document 2016-143 amends the original contract by extending the termination date to December 31, 2016; and adds Exhibit 8 regarding Juvenile; it also continues the annual 3% price increase and allows that HRA online questionnaires are increased to $12.00.

Agreement Starting Date: 01/01/16  Ending Date: 12/31/16

Annual Value or Total Payment: $1,200,000.00

☐ Insurance Certificate Received (check box)
Insurance Expiration Date: 

Check all that apply:
☐ RFP, Solicitation or Bid Process
☐ Informal quotes (<$150K)
☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? ☒ Yes  ☐ No
If No, has budget amendment been submitted? ☐ Yes  ☐ No

Is this a Grant Agreement providing revenue to the County? ☐ Yes  ☒ No

Special conditions attached to this grant:

3/4/2016
Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  □ Yes  □ No

Contact information for the person responsible for grant compliance:
Name: 
Phone #: 

Departmental Contact and Title:  Kathleen Hinman, Benefits
Phone #: 385-3215

Department Director Approval:  
Signature  3/4/2016

Distribution of Document:  Who gets the original document and/or copies after it has been signed? Include complete information if the document is to be mailed.

Kathleen Hinman, Human Resources

Official Review:

County Signature Required (check one):  □ BOCC  □ Department Director (if <$25K)

□ Administrator (if >$25K but <$150K; if >$150K, BOCC Order No. 

Legal Review  Date  3-4-16

Document Number  2016-143
AMENDMENT TO DESCHUTES COUNTY CONTRACT NO. 2012-622

DOCUMENT NO. 2016-143

THAT CERTAIN AGREEMENT, Deschutes County Contract No. 2012-622 dated December 17, 2012 (as amended by Document Nos. 2013-355, 2013-476, 2013-511 and 2014-636), by and between DESCHUTES COUNTY, a political subdivision of the State of Oregon ("County") and Medcor, Inc. ("Contractor"), is amended, effective upon signing of all parties, as set forth below. Except as provided herein, all other provisions of the contract, as applicable, remain the same and in full force.

County's performance hereunder is conditioned upon Contractor's compliance with provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235, which are hereby incorporated by reference. In addition, Standard Contract Provisions contained in Deschutes County Code Section 2.37.150 are hereby incorporated by reference. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as if made at the time of this Amendment.

The above-identified Contract (as amended) is further amended as follows:

AGREEMENT:

Contract No. 2012-622 is amended as follows:

1. Contract No. 2012-622, as amended, is renewed for a term of one-year; termination date of "December 31, 2015" is deleted and "December 31, 2016" is inserted in its place.
2. Exhibit 1, Section 3, sub-section (h) is amended to provide that "HRA online questionnaire shall increase to $12.00 per online version."
3. Paragraph 1d of Exhibit 1 is amended to add new subparagraph vi. to read as follows: "When approved by Deschutes County, Medcor shall submit claims information regarding clinic patients to PlanIT, LLC, 1200 North Mayfair Road, Suite 265, Milwaukee, Wisconsin 53226. All claims information shall be submitted by secure encrypted transfer using excel spreadsheets only."
4. Exhibit 7, Section 3, sub-sections (b) and (c) are amended to add the following language: “All fees identified in this sub-section shall increase by 3% at the beginning of each one-year renewal term.”

5. Exhibit 8: Juvenile Detention Facility Medical Services shall be amended as follows:

Exhibit 8: Juvenile Detention Facility Medical Services

1. Contractor shall provide licensed and certified staff qualified to provide the clinical services identified and qualified back-up staff to ensure coverage of all positions for 52 weeks a year. The staff shall consist of the following positions:
   i. Registered Nurse for 20 (twenty) hours per week providing the following services:
      1. Assessment and care
      2. Manage prescribed medications
      3. Provide clinical support for Juvenile Department staff
      4. Coordinate off-site medical service referrals
      5. Document health services provided in EHR system
      6. Create and submit monthly service reports using mutually agreed upon template.
   ii. One Nurse Practitioner for 4 (four) hours per week providing the following services:
       1. Physical examinations
       2. Diagnosis and treatment of juveniles for acute illness, accident or injury care and other services provided at a typical urgent care facility
       3. Review care documentation
       4. Serve as a clinical resource for the Juvenile Department staff
       5. Provide clinical support to the Registered Nurse
   iii. One licensed primary care practitioner board-certified in an appropriate specialty. This will be either an allopathic physician (Medical Doctor) or an osteopathic physician (Doctor of Osteopathy). This position will provide the following services:
       1. Oversight and support for the Nurse Practitioner and Registered Nurse
       2. Advise and consult with Juvenile Department on facility medical services
       3. Consult on complex cases
       4. Act as liaison to community providers for care coordination
       5. Approve and submit an annual service assessment and report by December 31, 2016.
       6. Review and approve monthly service reports

2. County shall provide Contractor, at county’s expense, with facilities appropriate for providing the services identified in Section 1; and shall order and provide the Contractor mutually agreed upon supplies, over-the-counter medication, and equipment.

3. Consideration
   a. County shall remit payment within (30) days of receipt of the service report and an itemized invoice for prior month hours of service provided as follows:
      i. Registered Nurse at a maximum of $55.21 per hour for 20 (twenty) hours per week for a total of $57,418.40
      ii. Nurse Practitioner at a maximum of $86.03 per hour for 4 (four) hours per week for a total of $17,894.24
      iii. Administrative fee at a monthly rate of $4,486.25 for a total of $53,835
   b. County shall remit payment of $10,000 within 30 days of receipt of an annual service assessment and report provided on a mutually agreed upon template.
   c. Maximum amount of payment for services described in Exhibit 8 is: $139,147.64 between January 1, 2016 – December 31, 2016 with up to three (3) percent annual increase for subsequent years.
4. Schedule of Performance
   a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with this agreement.
   b. County will only pay for completed work that conforms to this schedule.

6. Except as provided herein, and as applicable, the terms of Contract No. 2012-622 (as amended) shall remain in full force.

DATED this _____ day of ________________, 2016.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

__________________________
ALAN UNGER, Chair

ATTEST:

__________________________
TAMMY BANEY, Vice-Chair

__________________________
Recording Secretary

__________________________
ANTHONY DEBONE, Commissioner

MEDCOR, INC.

__________________________
BY: Philip C. Seeger

__________________________
ITS: President/CEO

__________________________
Date
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 11/03/2015

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**CONTACT:**
- **PRODUCER:** Willis of Illinois, Inc.
  - c/o 26 Century Blvd
  - P.O. Box 305191
  - Nashville, TN 37203
  - USA
- **FAX:** (AIC No): 1-888-467-2378
- **ADDRESS:** certificates@willis.com
- **INSURER(S) AFFORDING COVERAGE:**
  - **NAIC:**
    - INSURER A: Columbia Casualty
    - INSURER B: 31127

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Deschutes County is Additional Insured with respect to General Liability coverage when required by written contract.

**CERTIFICATE HOLDER:**
- **Deschutes County**
  - Attn: Dave Inbody
  - 1300 NW Wall St. Ste 200
  - Bend, OR 97701

**CANCELLATION:**
- **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**
- **AUTHORIZED REPRESENTATIVE:**
  - [Signature]

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ACORD 25 (2014/01)