

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060024

1. ACTION REQUESTED/PURPOSE:

Approve contract with Emergency Planning Services to review Healthcare Facilities Comprehensive Emergency Management Plans, not to exceed \$56,950.00 per year for the term of this contract.

2. WHAT ACTION ACCOMPLISHES:

Maintains an ongoing contractual agreement for the review of Healthcare Facility Comprehensive Emergency Management Plans which by state law must be approved by the County.

3. MANAGEMENT RECOMMENDATION:

Staff recommends approval.

4. Departmental Category: 7

C7A

5. Meeting Date:

01-31-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Public Safety
 Division Emergency Management
 By: John D. Wilson, Director

9. Background:

The state requires healthcare facilities such as assisted living facilities, nursing homes, adult day care centers, hospitals and ambulatory surgery centers to maintain a County approved Comprehensive Emergency Management Plan as a license requirement. The bulk of the approval review process has been outsourced to Emergency Planning Services (Louetta Muller) as a sole source supplier. In addition to the facilities already required to have approved Plans, there is a strong possibility that Home Healthcare Agencies and Nurse Registries will be added to the process during the contract period, thus adding to County expenses.

The attached contract provides a continuation of the review services at rates adjusted for inflation. Additionally the "not to exceed" amount has been adjusted upward to account for the likely inclusion of the additional Plans to the contracted work load.

Funds are available: KF5250300100.503490

Attachment 1 - Contract

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>	<i>[Signature]</i>	N/A		<i>[Signature]</i>	<i>[Signature]</i> 1/13/06	<i>[Signature]</i> 1/13/06	<i>[Signature]</i> 1/13/06	<i>[Signature]</i> 1/12/06	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
1-12-06
4:39
COUNTY ADMIN FORWARDED TO:
<i>[Signature]</i>
1/12/06

Rec. by CoAtty
Date: 1/12/06
Time: 4:10pm
Forwarded To:
<i>[Signature]</i>

CONTRACT WITH INDEPENDENT CONTRACTOR

FOR

PROFESSIONAL SERVICES

THIS CONTRACT, the terms and conditions of which are set forth below, is made this _____ day of _____, 2006 between the BOARD OF COUNTY COMMISSIONERS of Lee COUNTY, a political subdivision and Charter County of the STATE OF FLORIDA (hereinafter, the COUNTY), and Louetta H. Muller, Emergency Planning Services, a sole proprietorship, located at 1482 Argyle Drive in Fort Myers, Florida 33919 (hereinafter, the CONTRACTOR).

WHEREAS, Lee County has created a local emergency management agency and maintains a comprehensive emergency management plan and program in accordance with the provisions of Chapter 252, Florida Statutes; and

WHEREAS, the Lee Plan Policy 72.1.1 requires that new hospital, nursing home, adult congregate living facility, or developmentally disabled projects shall prepare an emergency preparedness plan acceptable to the Director of Lee County Emergency Management prior to receiving a final development order; and

WHEREAS, the COUNTY through its local emergency management agency is required by Chapter 252, Florida Statutes to perform an annual review of comprehensive emergency management plans of state-licensed health care facilities according with a state-adopted plan criteria; and

WHEREAS, it is in the best interest to provide Lee County's citizens and state-licensed health care facility providers throughout Lee County with a cost-effective manner in performing an annual review of health care facility comprehensive emergency management plans; and

WHEREAS, any dispute on a claim arising out of or related to this agreement will be first presented through the COUNTY'S representative herein to the Director of Public Safety or designee for informal resolution; and

NOW, THEREFORE, the parties to this contract covenant and agree to the following:

SECTION ONE: RECITALS

The Recitals as set forth above are incorporated into the terms of this Agreement as if set out herein at length.

SECTION ONE: PERFORMANCE OF SERVICES

The CONTRACTOR shall perform a scope of professional services as it relates to the review of comprehensive emergency management plans submitted by Assisted Living Facilities, Nursing Homes, Hospitals, Intermediate Care Facilities for the Developmentally Disabled, Ambulatory Surgical Centers, Adult Day Care Centers, Home Healthcare Agencies and Nurse Registries in accordance with State Rules. The Scope of Professional Services provided by the CONTRACTOR shall consist of the following:

1. Provide annual written notification of plan review requirements to the health care facility, including plan approval date and annual expiration date.
2. Review the annual plan submittal and up to one re-submittal using State-adopted plan criteria and State rules and regulations. The decision to have the CONTRACTOR review a resubmitted plan is at the sole discretion of the COUNTY.
3. Submit written review approval or comments to the COUNTY'S representative, who will forward it to the health care facility. The COUNTY'S representative will notify the CONTRACTOR of any plan approval, as appropriate.
4. Provide technical assistance to health care facilities (i.e., answer correspondence from facilities via telephone, written and facsimile).
5. Maintain a database, compatible with COUNTY software, to include: facility's name, plan submitted date, plan returned date, plan approved date, facility type, address (inail and physical), latitude/longitude, telephone number, 24-hour emergency telephone number, facsimile number, administrator's name, number of beds, type of beds, STRAP number, transportation vendor, host shelter, risk shelter, first floor elevation (above M.S.L.), storm surge heights in exiting and landfalling tropical storms and hurricanes (according to National Weather Service storm surge model – SLOSH), and the flood zone (according to Flood Insurance Rate Map).
6. Schedule and conduct site visits to healthcare facilities described above. Facilities shall be visited on a bi-annual basis. One-half of the facilities shall be visited each year. Home Healthcare and Nurse Registries are exempt from this requirement. Emergency Management staff may accompany the Contractor or may conduct site visits in lieu of the Contractor at the discretion of Emergency Management staff.
7. Provide written reports, not less than quarterly, on the overall compliance status of the healthcare facilities to the COUNTY, to include: total number of facilities, overview of facility compliance statistics, name of each facility with an unapproved plan and the expiration date.

The Lee County Division of Public Safety's Emergency Management program will provide the CONTRACTOR with a supply of County letterhead paper and envelopes to prepare COUNTY approved correspondence for mail delivery. The COUNTY will provide for mail delivery through normal COUNTY

business operations. A COUNTY representative from the Lee County Emergency Management Program shall approve any written correspondence to any health care facility in reference to plan review.

SECTION TWO: INSURANCE

The CONTRACTOR shall provide and maintain, at its expense, insurance requirements outlined in Guide "E." If the CONTRACTOR is a "sole proprietor" the COUNTY will waive the requirement for workers' compensation.

SECTION THREE: COMPENSATION

Payment for services is based upon the completion of work activities listed in SECTION ONE of this CONTRACT. The total amount of payment to be received for a given project year shall be based upon the number of health care plans reviewed and sites visited in a given project year. Charges are as follows:

1. Two Hundred Ninety dollars (\$290.00) per plan for the initial review and associated correspondence.
2. One Hundred Five dollars (\$105.00) per plan for each resubmitted plan and associated correspondence.
3. One Hundred Five dollars (\$105.00) for each facility visit conducted.
4. A lump sum payment of Four Hundred Seventy Five dollars (\$475.00) each quarter to cover database maintenance, facility notification and report preparation.
5. The CONTRACTOR will invoice the COUNTY for services on a monthly basis. The lump sum payment in #4 shall be invoiced on the first invoice of each quarter.
6. Compensation not to exceed (NTE) Fifty Six Thousand Nine Hundred Fifty dollars (\$56,950.00) per year for the term of this CONTRACT.
7. The CONTRACTOR will be compensated for services solely in accordance with provisions of this section.

SECTION FOUR: INDEPENDENT CONTRACTOR

The COUNTY will not use this CONTRACTOR exclusively, and CONTRACTOR is free to contract with other parties for their services while under this contract, provided those services do not impact performance or result in conflict of interest under this agreement.

The CONTRACTOR expressly assumes, as an independent contractor, responsibility for reporting and payment of all taxes associated with performance under this agreement. The COUNTY'S obligation is solely limited to payment of the amount specified in Section 3 of this agreement.

The CONTRACTOR shall be responsible for payment of Social Security taxes and all Federal, State, and local taxes and charges as may now be in effect or which may hereafter be enacted or required as charges on the

compensation received from the services and activities provided under this Contract. The COUNTY shall provide the CONTRACTOR with a standard IRS Form 1099.

It is the parties' intention that the CONTRACTOR will be an independent contractor and not the COUNTY'S employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Florida Revenue and Taxation Law, Florida Worker's Compensation Law and Florida Unemployment Insurance Law. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR'S activities and responsibility hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from the public employer that it had made its own investment in its business, and this will utilize a high level of skill necessary to perform the work.

This agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and Lee COUNTY, and Lee COUNTY will not be liable for any obligation incurred by the CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

SECTION FIVE: INDEMNIFICATION

The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney fees arising out of the CONTRACTOR'S errors, omissions or negligence. The COUNTY shall likewise indemnify, subject to the limitations in Florida Statutes §768.28, the CONTRACTOR for any errors, omissions or negligence of the COUNTY, its employees or agents.

I, _____, the CONTRACTOR, voluntarily agree to indemnify and hold harmless the COUNTY, Emergency Management, and any public official or employee of LEE COUNTY against any and all claims by or on behalf of any person or legal entity arising from any activity permitted by the CONTRACTOR, and will further indemnify and hold harmless the COUNTY, its Departments and employees against performance of any agreements on the CONTRACTOR'S part, or the CONTRACTOR'S agents, employees, or licensees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or about any claim or proceeding brought thereon, all to the extent of the COUNTY'S liability under general law.

The CONTRACTOR shall indemnify and hold the COUNTY harmless from all losses, injuries or damages, and wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

SECTION SIX: TERMINATION

This CONTRACT shall continue in force from January 1, 2006 through December 31, 2008. The entire contract, or a portion of thereto, may be terminated by either party upon giving thirty (30) days written notice to the non-terminating party. This entire CONTRACT or a portion thereto, may be terminated before all performance of service is completed with a payment owed to the CONTRACTOR only for the work actually completed or partial work turned in by the CONTRACTOR.

The Contractor shall conduct themselves with the professionalism and deportment expected of their discipline while performing services under this contract. Unprofessional or illegal conduct by the CONTRACTOR shall result in the COUNTY terminating this contract.

SECTION SEVEN: AMENDMENTS & MODIFICATIONS

This CONTRACT embodies the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties, relating to the subject matter thereof. This CONTRACT may be amended or modified only by a written statement signed by the respective parties.

IN WITNESS THEREOF the parties hereto have affixed their signatures effective the day and year first written above.

ATTEST:
CHARLIE GREEN, CLERK


LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

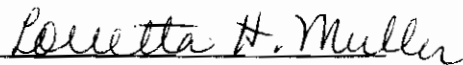
By: _____
Deputy Clerk

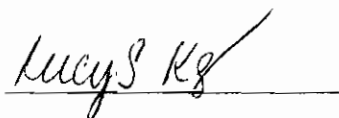
By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the COUNTY Attorney

ATTEST:

(Witness)

EMERGENCY PLANNING SERVICES
By: 
Louetta H. Muller


(Witness)

DATE: _____

GUIDE "E"

INSURANCE REQUIREMENTS FOR SERVICE

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a service such as, but not limited to lawn maintenance, janitorial, painting, carpentry, moving, equipment service or repair.

Worker's Compensation

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees may be exempted regardless of the number of employees. Individual employees may be exempted per State Law. Employees liability will have minimum limits of:

\$100,000 per accident

\$500,000 disease limit

\$100,000 disease limit per employec.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)

\$300,000 bodily injury per occurrence (BI)

\$100,000 property damage (PD) or

\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employcc non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)

\$300,000 bodily injury per occurrence (BI)

\$100,000 property damage (PD) or

\$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

The Lcc COUNTY Board of COUNTY Commissioners is to be shown as the certificate holder shall be added as an additional insured on the comprehensive general liability policy. Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change. In the event the insurance coverage expires prior to the completion of the project, a renewal certification shall be on file with Risk Management.