

REVISION

Consent – Procurement Services

SUBJECT: Item 7.7.8. Request Approval of Selection Committee Recommendation and Award: 24P-223, Worksite Employee Clinic Healthcare Services - Medical Risk Solutions, LLC dba My Health Onsite - Ocoee, FL (Budget Impact - Neutral; estimated annual expenditure of \$3,283,524)

Item 7.7.8. An update was made to the Health Care Medical Services Agreement Section 4.01 on Page 8. Originally the agreement read After the initial term, the PEPM will increase 3% for subsequent renewal periods., this language has been updated to read ...unless the breakpoint of 5,000 employees/retirees is reached, at which point the PEPM would be re-negotiated. After the initial term, the PEPM will be re-assessed for subsequent renewal periods, at which point the PEPM may be re-negotiated.

4.01 Monthly Administrative Fixed-Fee. No later than forty-five (45) days immediately following the receipt of MRS' invoice, Client shall pay to MRS the amount equal to \$23 for each authorized, eligible employee/retiree per month (pepm) for furnishing the management and oversight of the Medical Professional(s) and the other included services provided pursuant to this Agreement during the invoiced period. The billing for the monthly fee will commence upon the date the Client receives a Certificate of Occupancy in order for staff to initiate setup of center and training of staff to commence medical services. This monthly fee will remain at \$23 PEPM for first full term of Agreement. The set up period shall not exceed thirty (30) days without written consent by both Parties. This monthly fee will remain at \$23 PEPM for first full term of agreement (5) five years. ~~After the initial term, the PEPM will increase 3% for subsequent renewal periods.~~ Client shall pay MRS upon receiving invoice in accordance with Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

4.02 Ongoing Operational Expenses. On or about the 10th of each month, MRS shall submit an amount equal to the sum of the estimate of that month's medical expenditures and an adjustment from prior months' expenses required to operate and maintain the health center in order to provide the Health Care/Medical Services under this Agreement. These expenses may include, but are not limited to, Medical Professional and/or Medical Assistant costs (payroll to include cost of FICA, Insurance, WC, PTO, etc.), Medical Professional and Medical Assistant training expenses, DOT certification, approved medical staff travel expenses, required taxes (federal, state, local, or other), technology-related licenses, costs and fees, wellness staff costs, data analytic services, medical supplies, medications, laboratory expenses, office supplies and equipment. On an annual basis, MRS will establish a market range of annual payroll increases (performance review, increases typically from 3 to 5% or based on market conditions) to be enacted for Medical Staff and invoiced to Client as payroll cost. Client shall be responsible to pay MRS such amount invoiced no later than the 15th day of the calendar month immediately following the receipt of the MRS invoice. Client shall pay MRS upon receiving invoice in accordance with Florida's Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes.

ARTICLE V TERM AND TERMINATION

5.01 Term. This Agreement shall commence upon the initiation of services and remain effective for a period of five (5) years. After the initial five-year Term, renewals will be on a two-year basis.

5.02 Termination With or Without Cause. This Agreement may be terminated by either Client or MRS at any time by providing the other party a minimum of 120 days prior written notice following the second full year of the Agreement.

5.03 Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of Client to pay compensation to MRS or pay for any

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