

INTEROFFICE MEMO

To: Stephen M. Spratt, County Administrator
From: Joseph Lauro, Director of Purchasing *Joe Lauro*
Subject: Approval of Final Negotiated Contract- Managed Behavioral Health Care Services
Contract No. 067-0490-P (AM)
Date: July 25, 2007

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE FINAL NEGOTIATED CONTRACT FOR MANAGED BEHAVIORAL HEALTH CARE SERVICES WITH UNIPSYCH BENEFITS, INC., HOLLYWOOD, FLORIDA.

IT IS FURTHER RECOMMENDED THE COUNTY ADMINISTRATOR EXECUTE THE AGREEMENT.

ESTIMATED ANNUAL EXPENDITURE: \$197,000.00

DISCUSSION: On June 27, 2007, the County Administrator approved the ranking of firms for a company to provide Managed Behavioral Health Care Services on behalf of Pinellas County's Benefits Section of the Personnel Department and authorized staff to negotiate a final contract with the number one ranked firm, Unipsych Benefits, Inc.

Negotiations with the highest ranked company focused on a request that the Contractor, who are currently providing the services, provide more comprehensive and meaningful management reports. The County and the Contractor will also explore the possibility of incorporating post termination counseling services and follow up visits after the exhaustion of the 6 visits at no cost as allowed for the Employee Assistance Program (EAP).

Services performed on the contract will commence on October 1, 2007 and continue for thirty-six (36) months and may be renewed for up to three (3) additional twelve (12) month periods beyond the primary contract period upon approval by the County Administrator.

APPROVED *[Signature]*
STEPHEN M. SPRATT
County Administrator

Date of Approval: 8/3/07

Attachments:

- 1) Final Negotiated Agreement
- 2) Approval of Ranking dated June 27, 2007
3. Insurance
4. Vendor's Bid
5. ITB
6. Advertisement

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AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of August, 2007, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and Unit Psych Benefits Inc. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for MANAGED BEHAVIORAL HEALTHCARE SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 067-0490-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with MANAGED BEHAVIORAL HEALTHCARE SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence beginning October 1, 2007 and continue for a period of THIRTY-SIX (36) months, unless canceled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties, for THREE (3) additional TWELVE (12) month period(s) after the initial contract period. This option shall be exercised only if all discounts/prices, terms and conditions remain the same, and approval is granted by the County Administrator or Director of Purchasing.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. Pinellas County reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

7. Compensation. As compensation for the Contractor providing services to the County as described herein, the County shall pay the Contractor in arrears, based on the submission of invoices for work done. All payments shall be made in accordance with the Florida Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

8. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to

comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract, at the discretion of Pinellas County.

14. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.


15. Documents Comprising Contract. The Contract shall include this Agreement for MANAGED BEHAVIORAL HEALTHCARE SERVICES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on May 4, 2007;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Negotiated Points Letter dated July 10, 2007; and
- d. Contractor's Proposal.


If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this MANAGED BEHAVIORAL
HEALTHCARE SERVICES pursuant to RFP No. 067-0490-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator


County Administrator

CONTRACTOR


President (Signature)

LEO H. BRADMAN, PSY.D.
President (Printed Name)

ATTEST:

By: 
(Attesting Witness' name/title)

[Corporate Seal]



ATTEST:

By: 
(Attesting Witness' name/title)

APPROVED AS TO FORM:

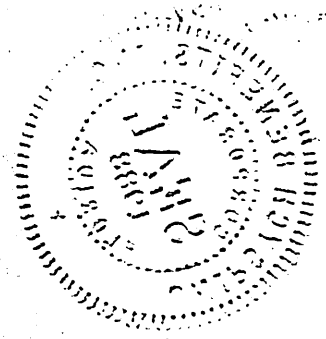

Office of the County Attorney

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

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**BOARD OF COUNTY
COMMISSIONERS**

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ROBERT B. STEWART - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

July 10, 2007

BY: EMAIL

UniPsych Benefits, Inc.
Attn: Leo Bradman, PSY.D. President
7777 Davie Road Ext., Suite 100-A
Hollywood, FL 33024

RE: Managed Behavioral Health Care Services
RFP No. 067-0490-P (AM)

Dear Dr. Bradman:

In the Conference Call conducted on July 5, 2007 to negotiate a new contract for the referenced RFP with County staff from the Purchasing Department, and Benefits Section of the Personnel Department along with representatives from Unipsych Benefits, Inc. (UniPsych) in attendance the following points were discussed and agreed upon for a finalized contract on the RFP for Managed Behavioral Health Care Services No. 067-0490-P (AM).

1. UniPsych will provide more comprehensive reports as requested by the Benefits Sections and in a format mutually arrived at by both parties. Example of this will be for UniPsych to include procedure codes on same page as visits on a report currently provided. The County will provide samples of new reports for consideration.

UniPsych and the County will explore the possibility of incorporating Post Termination Counseling services up to three (3) additional visits beyond the allowed amount of visits to include: (1) follow up visits after exhaustion of the 6 visits at no cost as allowed for EAP services; (2) 90 days open window.

It is understood that the above points become part of the Final Agreement as well as the other documents comprising the Agreement to include the Request for Proposal and any addenda issued, along with the Certificate of Insurance required under Section C of the Request for Proposal and UniPsych 's proposal response.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



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Joseph Lauro, CPPO/CPPB
Director

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Please indicate your agreement to the negotiated points listed above, by signing below.

Sincerely,

A handwritten signature in blue ink that reads "Amelia McFarlane".

Amelia McFarlane, CPPB
Senior Procurement Analyst

Agree

A handwritten signature in black ink that reads "Leo Bradman".

Leo Bradman, PSY.D. President
UniPsych Benefits, Inc.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase





Joe Lauro, CPPO/CPPB
Director

INTEROFFICE MEMO

To: Stephen M. Spratt, County Administrator
From: Joseph Lauro, Director of Purchasing *Joe Lauro*
Subject: Approval of Ranking- Managed Behavioral Health Care Services
Contract No. 067-0490-P (AM)
Date: June 26, 2007

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE RANKING OF FIRMS AND AUTHORIZE STAFF TO NEGOTIATE WITH THE NUMBER ONE RANKED FIRM, UNIPSYCH BENEFITS, INC., HOLLYWOOD, FLORIDA.

ESTIMATED ANNUAL EXPENDITURE: \$197,000.00

DISCUSSION: On May 4, 2007, the Purchasing Department, on behalf of the Employee Benefits Section of the Personnel Department let a Request for Proposal (RFP) for an Employee Assistance Program (EAP) and managed mental health services contract for Pinellas County employees. The successful contractor will be required to provide mental health referral services and utilization review for the Pinellas County Managed Behavioral Health Care under the County's Group Health Plan.

Proposals were received from six (6) firms. The evaluation of the proposals was conducted by an Evaluation Committee comprised of two (2) representatives from the Employee Benefits Section, one (1) representative from the Health and Human Services department, one (1) representative from Risk Management department, along with a representative from the Tax Collector's Office, and one (1) representative from the Purchasing Department, acting as facilitator, who met and evaluated the proposals received and came up with a ranking. .

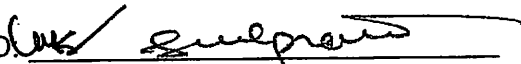
The firms were evaluated according to the following criteria:

- | | |
|---------------|------------|
| 1) Capability | 600 Points |
| 2) Price | 400 Points |

The firms in order of ranking are following:

- | | |
|---|--------|
| 1) UniPsych Benefits, Inc. | 933.60 |
| 2) Behavioral Health Management | 889.60 |
| 3) Psychcare, LLC | 844.40 |
| 4) Comprehensive Behavioral Care (CompCare) | 660.40 |
| 5) MHN, Inc. | 590.00 |
| 6) Mines and Associates, P.C. | 583.60 |

At the direction of the County Administrator, staff will begin the negotiation process with the number one ranked firm, UniPscyh Benefits, Inc. This Contractor is the existing provider for the services required in the RFP therefore the negotiations will be centered on requesting that the Contractor provide more comprehensive and meaningful management reports.

APPROVED 
STEPHEN M. SPRATT
County Administrator

Date of Approval: 27 June 07

Attachments:

1. Department Recommendations
2. Tabulation Sheet
3. Evaluation Score Sheets
4. Conflict of Interest Statements
5. Corporate Identity

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