

REQUEST FOR PROPOSALS

8. Approve Amendment #1 to RFP-4122-01/BJC – County Physician Agreement with Florida Physician Medical Group D/B/A Newman Family Medicine of Altamonte Springs (Increase NTE by \$8,000.00).

RFP-4122-01/BJC provides for specific health care services, including but not limited to pre-employment physicals and re-examinations for Seminole County employees. This contract is in its final year and is being resolicited as RFP-4240-05/DRS.

The merger of the Altamonte Springs Fire Department with the Seminole County EMS/Fire/Rescue Division increased the demand for physicals, immunizations and return-to-work examinations. This amendment will cover the increased work in this final year.

The following is the summary of cost of the Contract through Amendment #1:

Original Contract Annual NTE Amount	\$70,000.00
Amendment #1	<u>8,000.00</u>
Revised Contract Annual NTE Amount	\$78,000.00

This is a budgeted project and funds are available in various account numbers. Public Safety/Fire Rescue and Fiscal Services/Purchasing recommend that the Board approve the increase and authorize the County Manager to execute the amendment as prepared and by the County Attorney's office.

FIRST AMENDMENT TO COUNTY PHYSICIAN AGREEMENT (RFP-4122-01/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 26th day of March, 2002, between **FLORIDA PHYSICIAN MEDICAL GROUP D/B/A NEWMAN FAMILY MEDICINE**, whose address is 661 E. Altamonte Drive, Suite 115, Altamonte Springs, Florida 32701, hereinafter referred to as "COUNTY PHYSICIAN," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY PHYSICIAN and COUNTY entered into the above-referenced Agreement on March 26, 2002 for specific health care services for Seminole County employees; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 15 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 4 of the Agreement is amended to read:

SECTION 4. COMPENSATION. The COUNTY shall pay the COUNTY PHYSICIAN for all above mentioned services provided by the COUNTY PHYSICIAN pursuant to the maximums payable for each class of service as shown on Exhibits "A" and "B". The total compensation paid to the COUNTY PHYSICIAN pursuant to this Agreement shall not exceed the sum of SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$78,000.00) per year for each

year of the Agreement term.

2. The County Manager is hereby authorized to execute this Amendment on behalf of the Board of County Commissioners.

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

FLORIDA PHYSICIAN MEDICAL GROUP
D/B/A NEWMAN FAMILY MEDICINE

Witness

By: _____
BRYAN J. STILITZ, President

Witness

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney

AC/lpk
1/24/05
lam-rfp-4122