



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/28/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Sharron Mason x7247				
CAPTION				
To approve the Third Modification of the contract by and between the City of Plano and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano (Contract No. 2008-102-C) RFP for Wellness and Safety Program to reduce the contract amount from \$162,800 as provided in the Second Modification to \$64,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13, and authorizing the City Manager or his authorized designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	100,556	277,600	378,156
BALANCE	0	100,556	277,600	378,156
FUND(S): HEALTH CLAIMS FUND				
<p>COMMENTS: This item, in the amount of -\$378,156 (-\$100,556 for 2010-11 and -\$138,800 for each fiscal year, 2011-12 & 2012-13), modifies and reduces the existing contract for the Wellness and Safety Program to Columbia Medical Center of Plano. The new annual contract amount is \$62,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13.</p> <p>STRATEGIC PLAN GOAL: This modification to the contract for the wellness and safety program for the self-funded health plan relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Council awarded Contract No. 2008-102-C RFP for Wellness and Safety Program to Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano in the amount not to exceed \$170,000 on 07/28/08 for an initial term of two (2) years with three (3) City optional one (1) year renewals. The First Modification executed on 11/13/08 reduced the contract amount to \$165,225. Second modification will reflect a decrease from \$165,225 to \$162,800. This Third modification will reflect a new annual contract amount of \$62,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Third Modification of Contract No. 2008-102-C				

Memorandum

To: All City Employees

From: LaShon Ross, Deputy City Manager
Sydney Covey, Compensation & Benefits Manager

Date: 3/16/2011

Re: Wellness Testing Suspended - 2011

The Wellness Program mission has been to support and encourage employees and their families with efforts to achieve and maintain healthy and safe lifestyles by providing education, incentives, testing, activities, and promoting organizational wellness.

Because of the necessity to review our process and programs it is time to re-evaluate the methods by which we provide the core services of the Wellness Program. The Wellness Program as it is currently structured duplicates some of the benefits provided to employees and their dependents under the health plan. Specifically, there is duplication in benefit of the Wellness Testing (blood draw and analysis) that is covered 100% by the health plan for annual wellness physicals. The annual wellness physical provided under the health plan includes blood draws and any other tests the physician deems appropriate for you based upon your age and family history. It includes a thorough exam that may point to conditions that would not necessarily be detected merely through a blood analysis. The City encourages everyone to obtain their annual physical through your health care provider.

Therefore, Wellness Testing provided through the Wellness Program is being suspended. Any occupational related testing will be provided as required through your department. Flu shots will still be provided free of charge to employees during the fall months as has been provided in the past.

The City cares and its employees and their families and will continue to provide a total benefit, including wellness, that reflects the organization's goals and fiscal responsibility.

During the next several months, Human Resources will be conducting a study to develop a new Wellness Philosophy and structure a program that uses Wellness dollars in a way that does not duplicate services provided under the health plan, yet still benefits you and your dependents in meeting your wellness goals. Our goal will be to use wellness dollars for services/initiatives not already being provided through another benefit.

While we are assessing our needs, you can continue to find helpful Wellness Information and Tools at www.myuhc.com and through our EAP website at www.liveandworkwell.com.

A focus group will be seated to obtain employee needs and desires regarding a meaningful Wellness program that will be sustainable in the future. We seek to engage you in career, social, financial, physical and community well-being through a program in which you want to actively participate.

We appreciate your understanding and cooperation during our study. We also would appreciate hearing your ideas. Please feel free to share your thoughts and ideas regarding a wellness program with Tony Beasley, HR Research Analyst. Tony's email is tonyb@plano.gov or on ext. 7339.

THE STATE OF TEXAS	§	<u>Third Modification of Contract</u>
	§	By and Between City of Plano and
	§	Columbia Medical Center of Plano
	§	Subsidiary, L.P. d/b/a Medical Center
COUNTY OF COLLIN	§	of Plano

THIS THIRD MODIFICATION OF PROFESSIONAL SERVICES AGREEMENT (hereinafter "Third Modification") is made and entered into on this the ____ day of _____, 2011, by and between **COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P., d/b/a MEDICAL CENTER OF PLANO**, a limited partnership (hereinafter "Professional") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Professional entered into an Agreement on October 9, 2008 (hereinafter "Agreement") for a Wellness and Safety program (hereinafter "Services"); and

WHEREAS, City and Professional executed the First Modification on November 13, 2008; and.

WHEREAS, City and Professional executed the Second Modification on October 12, 2010; and.

WHEREAS, City and Contractor desire to further amend such Agreement in certain respects as set forth herein in this Third Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement, First Modification and Second Modification shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Third Modification, Second Modification, First Modification and the Agreement, priority of interpretation shall be in the following order: Third Modification, Second Modification, First Modification, and Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Page 3 of 6 of **Exhibit "B-1"**, Second Modification executed on October 12, 2010, is replaced with a new page 3 of 6 of **Exhibit "B-2"**

which is attached hereto and incorporated herein by reference modifying the Scope of Services.

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Page 5 of 6 of **Exhibit "B-1"**, Second Modification executed on October 12, 2010, is deleted from **Exhibit B-1**.

IN WITNESS WHEREOF, the parties enter into this Third Modification on the date first written above.

**COLUMBIA MEDICAL CENTER OF
PLANO SUBSIDIARY, L.P. d/b/a
MEDICAL CENTER OF PLANO**

Date: _____

BY: _____
Troy A. Villarreal, FACHE
President and Chief Executive
Officer
3901 West 15th Street
Plano, Texas 75075

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2011 by **TROY A. VILLARREAL**, FACHE, President and Chief Executive Officer of **COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P, d/b/a MEDICAL CENTER OF PLANO**, a limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT B
WELLNESS AND SAFETY PROGRAM COST PROPOSAL WORKSHEET
PROPOSAL SCHEDULE FOR Medical Center of Plano

All Services to be included in the base bid shall be totaled under the base bid column. All other services shall be totaled under the Additional Services Column.

A. Immunizations/Injections

16	1200	Shot	Flu Shots	20.00	24,000.00	
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Total Base Bid for 2010

\$24,000.00