



AGENDA REPORT

Meeting Date: February 19, 2013
Item Number: G-18
To: Honorable Mayor & City Council
From: Noel Marquis, Assistant Director of Administrative Services - Finance
Subject: **APPROVALS RELATED TO VARIOUS CITY PURCHASING AND BUDGET TRANSACTIONS AS DESCRIBED HEREIN**
Attachments: 1. Agreement

Item A. AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND BRENTVIEW MEDICAL, INC. FOR OCCUPATIONAL HEALTH AND INFECTION CONTROL SERVICES; AND

APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$85,000 FOR THE SERVICES DESCRIBED THEREIN

RECOMMENDATION

Staff recommends that the City Council move to approve the agreement and the purchase order not to exceed \$85,000 with Brentview Medical, Inc. for occupational health and infection control services.

INTRODUCTION

The City of Beverly Hills is required under California Occupational Health and Safety (Cal-OSHA) to provide medical testing and vaccinations to first responders. Such testing and vaccinations cover a host of communicable diseases such as Hepatitis, Measles, Mumps, Varicella, Tetanus and Tuberculosis, as well as medical screening for the respirator program. This contract provides for the medical screening for the City's Fire Department personnel.

DISCUSSION

Cal-OSHA mandates the medical testing be done in accordance to Federal and State regulations. Because of the number of employees affected by the regulation, a medical services provider that would be able to respond over several days to the City's Fire Station One was needed. In addition to the on-site response, the provider had to provide for a flexible office environment in order to catch up on employees that may have missed the on-site screenings.

Both Cedars Sinai and Brentview Medical, Inc. were contacted regarding the providing of services to the City. Of the two providers, Brentview Medical provided for a more flexible

program of on-site scheduling, at a lower rate than did Cedars Sinai. Brentview Medical offered a flat fee per day regardless of the number of employees seen, as opposed to a per employee fee ranging up to as much as \$205 proposed by Cedars Sinai. The costs of the testing and vaccination supplies were roughly the same.

Of the \$85,000 budgeted in this fiscal year, about 25% will be allocated towards the annual Tuberculosis Surveillance Program and medical screening required for the Respirator Fit Testing Program. The remaining 75% will be allocated towards the one-time services of Hepatitis Titer/Vaccination and the updating of all other required vaccinations mandated by Cal OSHA under the Aerosol Transmissible Disease Standard.

FISCAL IMPACT

Funds are budgeted within Administrative Services and Fire Department's budget for this purpose.

for 
Noel Marquis
Approved By _____

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
BRENTVIEW MEDICAL, INC.FOR OCCUPATIONAL HEALTH AND
INFECTION CONTROL SERVICES

NAME OF CONSULTANT: Brentview Medical, Inc.

RESPONSIBLE PRINCIPAL OF CONSULTANT: Amanda Pagliari, Manager/Client-Relations-Occupational Medicine

CONSULTANT'S ADDRESS: 11611 San Vicente Blvd.
Los Angeles, CA 90049
Attention: Amanda Pagliari
Manager/Client Relations-Occupational Medicine

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Sandra Olivencia I. Curtis, Assistant
Director of Admin. Services-Human Resources

COMMENCEMENT DATE: Upon WRITTEN notice to proceed

TERMINATION DATE: June 30, 2013

CONSIDERATION: Not to exceed \$85,000.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND
BRENTVIEW MEDICAL SERVICES, INC. FOR OCCUPATIONAL HEALTH
AND INFECTION SERVICES

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Brentview Medical, Inc. (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONSULTANT's Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONSULTANT must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONSULTANT shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONSULTANT for the services and/or goods provides under this Agreement, and CONSULTANT agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B.

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to CITY a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice.

Section 5. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible Principal by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONSULTANT. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 11. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) A policy or policies of Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(4) Workers' compensation insurance and employers' liability insurance as required by the State of California.

(b) CONSULTANT shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONSULTANT agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful

acts, errors or omissions of CONSULTANT or any person employed by CONSULTANT in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the services required by this Agreement. CONSULTANT shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONSULTANT must be made in writing and approved by both parties.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material

discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 201____, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, M.D.
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

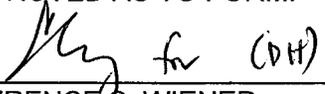
CONSULTANT: BRENTVIEW MEDICAL,
INC., a California corporation

RAPHAEL DARVISH, M.D.
Vice President

MAURICE DARVISH, M.D.
President/Treating Physician

[Signatures continue]

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



SANDRA OLIVENCIA-CURTIS
Assistant Director of Administrative
Services/ Human Resources



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CITY's Fire Department ("BHFD") must show compliance to BBP Standards OSHA 29 CFR 1910.1030 and ATD Standards CCR, Title 8, 5199. Compliance entails each member of the BHFD meeting with an "HCP" or health care provider who will offer / provide the following services listed below. Provision of services may occur over a series of City Hall site visits or at CONSULTANT's facility – depending on the services needed.

CONSULTANT shall provide CITY with an Occupational Health / Infection Control Program (Program") and perform the following Program services at the request of CITY. CONSULTANT shall provide the HCP for BHFD personnel.

Hepatitis Titer (HBV) / Vaccination

Each member must show immunity to HBV (OSHA 29 CFR 1910.1030). The following serology diagnostic tests may be used to demonstrate said immunity:

HBsAg

Anti-HBc

Anti-HBs

Personnel in need of further follow up secondary to elevated antigen levels may require HBV core antigen testing (HBVcAg).

Measles, Mumps, Varicella (MMR) Titers / Vaccination(s).

Varicella Titer / Vaccinations.

Tetanus, Diphtheria, Acellular Pertussis (Tdap) Vaccination.

Tuberculosis Surveillance

Tuberculosis Screening Test (TST). All members will require both an initial screening and subsequent TST (excluding those who provide proof of previous seroconversion or those who fallout during the screening phase).

Occupational Safety & Health Administration (OSHA) Respirator Questionnaire & Spirometry Provision

Prior to undergoing respirator fit testing, a member must complete said OSHA screening via a respiratory questionnaire.

Spirometry may be required in addition to completing the questionnaire.

Logistics

CONSULTANT shall provide the above services in the following manner:

Day 1 of arriving shift – Health Care Provider (HCP) will:

Provide TB Surveillance screening

Provision of questionnaire

Provide OSHA Respiratory Questionnaire screening

Conduct Spirometry as applicable

Draw HBV titer

Draw MMR titer and or provide MMR booster (1 of 2)

Correlating 2 of 2 booster to be provided thereafter
Draw Varicella titer and or provide Varicella booster (1 of 2)

Correlating 2 of 2 booster to be provided thereafter

Administer Tdap vaccination

Day 2 – HCP shall:

Provide TB Surveillance TST

48 - 72 hours from day noted above, TST results to be interpreted

Personnel with pertinent findings will follow up with HCP thereafter

Aforementioned cycle will be repeated for each of the three shifts

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

A. CITY shall compensate CONSULTANT based on the estimated costs of service. The actual cost is contingent upon the BHFD personnel's vaccination acceptance rate and/or the need for further evaluation of personnel based on titer and screening results: In no event shall costs exceed the following amounts:

Type of Service	Not to exceed Cost per person	No. of persons	Not to exceed estimated cost
HBV Titer	\$150.00	80 members	\$12,000.00
MMR boosters (2) + titer	\$270.00	80 members	\$21,600.00
Varicella boosters (2) + titer	\$370.00	80 members	\$29,600.00
Tdap	\$55.00	80 members	\$4,400.00
TB Surveillance	\$50.00	80 members	\$4,000.00
Respirator screening	\$55.00	80 members	\$4,400.00
Total (for 80 members)	\$950.00		\$76,000.00

B. In addition to the above items, CITY shall compensate CONSULTANT for 'Professional Service Fees as follows:

Onsite Service Provision costs:

\$1,000 per day onsite at CITY
 7 days (number of days needed to complete said services)
 Total costs for onsite service provision
= \$7,000.

Review of results and follow up with each member:

\$20 per member
 80 members
 Total costs for review of results and follow up with each member
= \$1,600.

Total costs (Types of Service, Onsite Service Provision, and Review of Results)
Not to exceed = \$84,600.

Note:

If a member requires additional medical evaluation subsequent to their initial evaluation findings, said secondary medical evaluation will incur at additional 'fee for service' costs which are not included in the above total costs.

If a member requires a chest x-ray subsequent to their tuberculosis screening and or their TST results, said chest x-ray will cost \$50 per said member. These additional costs are not included in the above total costs.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
- B.
- C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	LIMITS		AGGREGATE
				B.I.	P.D.	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the **City of Beverly Hills**, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the **City of Beverly Hills** and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the **City of Beverly Hills**.

In the event of cancellation or material change in the above coverage, the company will give **30 days'** written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: _____

BY: _____
Authorized Insurance Representative

AGENCY: _____

TITLE: _____
ADDRESS: _____

RM02.DOC REVISED 10/14/96.