

AGREEMENT FOR PSYCHIATRY SERVICES (PD 17-18.003)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and LocumTenens.com, LLC (hereinafter referred to as "Contractor"), a foreign for profit limited liability company authorized to conduct business in the State of Florida, FEI/EIN 58-2535465, whose principal address is 2655 Northwinds Parkway, Alpharetta, GA 30009.

WITNESSETH:

WHEREAS, on January 2, 2018, the County issued an Invitation to Bid (PD 17-18.003) seeking a licensed provider to provide psychiatry services with a "telemed" delivery option for inmates in the custody of the Escambia County Department of Corrections; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the Contractor and the County agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.
3. **Scope of Services.** Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bid for Psychiatry Services (with Telemed Option)*, *Specification No. P.D. 16-17.094*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Compensation.** In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.
5. **Method of Payment/Billing.** Contractor may request payment from County by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended (the "Act").

6. **Termination.** This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing thirty (30) days written notice to the County.

7. **Indemnification.** Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to Escambia County's indemnification right under this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. **Insurance.** During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall

be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: LocumTenens.com, LLC
Attention: Terrence O. Smith
2655 Northwinds Pkwy
Alpharetta, GA 30009

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

11. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator**

**221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

12. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

16. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

17. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Paula Cray
Witness

[Signature]
Witness

By: [Signature]
Jack R. Brown, County Administrator

Date: 5/9/2018

BCC Approved: 4/5/2018

CONTRACTOR: LOGUMTENENS.COM, LLC

Janet Liddling
Witness

[Signature]
Witness

By: [Signature]
Terrence O. Smith, Vice President

Date: 3/12/18

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 3/9/18



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections**



**Scope of Practice for Escambia County Community Corrections:
Psychiatry Services**

The following psychiatric services are to be provided at the Escambia County Jail. Respondents can include staffing agencies, individual contractors, or tele-psychiatrists (referred to as Contractor in this Scope). A Psychiatric ARNP will be considered if the eligible contractor has an existing collaborative Psychiatrist agreement. The Escambia County Jail will not provide a collaborative Psychiatrist.

Eligible Psychiatrists and/or Psychiatric ARNP's must have the following prior to providing services at Escambia County Jail:

- Possess current Florida state license in good standing
- Possess current CPR certification (this can be waived if using telepsychiatry)
- Possess proof of pre-employment screening to include a TB skin test or chest x-ray, professional references, criminal background check, and drug screening.
- Possess board certification in Psychiatry

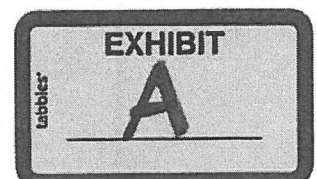
General Description:

Contractor shall provide all psychiatric services for Escambia County Jail. This includes inpatient and outpatient psychiatric services, after hours and weekends (on call). The contractor shall provide psychiatric assessment and medication management as well as consultation to the Licensed Mental Health Counselors. The contractor will have both direct and indirect contact with the patients (inmates) and will be responsible for documenting all encounters accordingly in the client's medical record. All medications must be ordered through the electronic medical record system.

Services

Contractor:

1. Admissions and discharges to/from the inpatient unit.
2. Psychiatric Clinic: Assessment and treatment of those patients with psychotic disorders (i.e. Schizophrenia, Schizoaffective, Major Depression with psychosis, Bipolar with psychosis, etc.) and other disorders as deemed appropriate by the psychiatrist.
3. Assessment and treatment of those patients with non-psychotic illnesses (i.e. Major Depression, Generalized Anxiety, PTSD, Bipolar, etc.)
4. Medication management
5. Daily inpatient rounds
6. On call duties for emergency situations
7. Ensure accurate and timely documentation of all encounters (both direct and indirect) with all patients





**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
Escambia County Corrections**



- using the existing electronic medical record.
8. Review all outside medical records to determine what (if any) psychotropic should be continued
 9. Review all necessary labs
 10. Review and update the chronic care: mental illness protocol at least yearly with the Director of Mental Health
 11. Clinical coordination with the Medical Director as needed
 12. Other duties as required

The contractor must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set forth by the Florida Corrections Accreditation Commission (FCAC) and the National Commission on Correctional Healthcare (NCCHC).

The contractor must be able to meet the medical labor demands of the Escambia County Corrections Health Services Department. The contractor will be required to use the existing electronic medical record, training on its use will be provided by the Director of Mental Health or designee.

The contractor shall provide both hourly rates for the contract for the following positions:

1. Psychiatrist
2. Psychiatric ARNP
3. Any associated fees related to telemedicine, if applicable

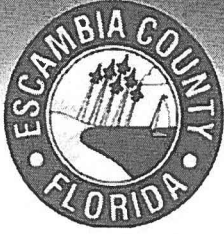
The contractor should not exceed 30 hours per week, unless authorized by the Director of Mental Health. The contractor will be expected to provide a timesheet approved by the Director of Mental Health or her designee.

The contractor shall provide on call rates for his/her services.

The contractor shall adhere to all Escambia County Jail's Health Services Section policies and procedures.

The contractor shall ensure that the Director of Mental Health, Detention Commander, or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new contractor being assigned to work at the Escambia County Jail.

All persons assigned to work at the Escambia County Jail by a staffing agency shall remain employed by the staffing agency. The staffing agency will provide workers' compensation coverage for all persons assigned to work at the Escambia County Jail and the staffing agency will provide payment and benefits directly to the individuals providing services at the Escambia County Jail. Such pay and benefits shall be agreed upon by the staffing agency and the individual psychiatrist and/or Psychiatric ARNP assigned to the Escambia County Jail. Escambia County Jail will pay the staffing agency directly and any dispute regarding wages or benefits shall be between the psychiatrist and/or psychiatric ARNP assigned to the Escambia County Jail and the staffing agency.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 16, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 17-18.003 Psychiatry Services (with Telemed Option)

All:

We recently sent you an Invitation to Bid on the above-mentioned specification.

The following page(s) of Addendum Number 1 provides for answers to questions submitted in writing.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Lovin good".

Jeffrey Lovin good
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Question 1: Will there be multiple awardees

Answer 1: No.

Question 2: May a locum tenens agency bid?

Answer 2: Yes.

Question 3: Are you looking for one provider to provide coverage or can multiple providers deliver services?

Answer 3: As this is not a project with multiple awardees, we are seeking one provider.

Question 4: Will awardess be allowed to opportunity to negotiate the terms of the contract prior to signing?

Answer 4: Given that this is an Invitation to Bid, we are requesting each bidder to provide their best and final offer to the County in a sealed envelope. There will be no negotiation regarding the terms of the agreement.

Question 5: If a firm takes exception to the Terms and Conditions in the Invitation to Bid, should it be noted in our bid?

Answer 5: Firms should consider the Terms and Conditions in the Invitation to Bid as firm and not negotiable.

Question 6: Are there penalties incurred if a firm is unable to fill any of the openings?

Answer 6: Yes, a penalty may be incurred as it is crucial to the successful operation of the facility that a psychiatrist be available. Details regarding any potential penalty will be covered during the pre-solicitation conference.

Question 7: How many hours are anticipated to be on-site versus via Telemed?

Answer 7: This will vary based on the firm's fee. Hours are contingent upon the rate as there is limited funding for this service. Ideally, the County would prefer at least thirty (30) hours of services per week. Whether those hours are delivered in person or via Telemed is open for discussion.

Question 8: Would the County be willing to delete clause(s) regarding potential penalties for not filling a position?

Answer 8: No.

Question 9: What is the estimate for the number of patients a provider would see per day?

Answer 9: This answer varies by provider and length of shift. A previous firm saw approximately 20 initial assessments in a 4-6-hour period. For follow-up appointments, this same firm would see 25-30 patients per 4-6-hour shift. Ideally, the selected firm would average 30-45 minutes for initial assessments and 15-20 minutes for follow-up appointments.

Question 10: Is there an incumbent provider?

Answer 10: Locum Tenens.

Question 11: Are candidates required with the proposal?

Answer 11: No.

Question 12: How much advance notice will a firm receive prior to a service being performed?

Answer 12: The current provider offers services on a set schedule so any new vendor will need to provide a routine service in order to accommodate the needs of the County.

Question 13: Can we propose an addendum to the agreement to incorporate locums-specific language?

Answer 13: Any recommended changes would need to be submitted in writing and approved by the County's legal team.

Question 14: Will the County agree to waive Worker's Compensation Insurance requirements for physicians? Locum Tenens providers are independent contractors and, as such, are not employees. Therefore, this insurance would not be applicable.

Answer 14: No, the County cannot remove the requirement. The County would, however, accept a Certificate of Exemption from the State of Florida or proof of ineligibility. The County's agreement will include language requiring Worker's Compensation coverage (if applicable) and identify the contracting party as an independent contractor (NOT an employee of the County).

Question 15: Please provide a forecast for the number of hours of locum tenens services for the term of the contract.

Answer 15: As noted in Answer 7, estimates for services provided are based on the firm's rate and the department's available budget. The higher the fees, the fewer the hours available.

Question 16: Can you please provide the current incumbent hourly bill rates for the positions being requested in the bid?

Answer 16: The current rate for a Psychiatrist is \$230/hour.

Question 17: Is there a performance bond required for this solicitation?

Answer 17: No.

Question 18: What are the technical specifications for the tele-psychiatry component? Will the provider need their own equipment? Will the provider have access to the County's system?

Answer 18: The County will issue the provider a laptop which will be utilized to connect to the County's network. The providers will not be able to utilize personal equipment to access the County network. This will include access to County email and the EMR.

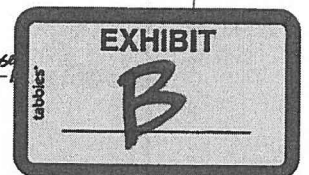
PRICING SCHEDULE

	All-Inclusive		
	Regular Hourly Rate	Weeknight Call	Weekend Call 24-Hour Period
Psychiatrist via telepsychiatry	\$230.00	\$375.00	\$750.00
Psychiatric Nurse Practitioner via telepsychiatry	\$135.00	\$250.00	\$500.00

NOTES:

*Telepsychiatry fees are included and will include all software 24/7 support for the provider and for the county.

**Overtime will apply after 40 hours per week at 1.25 x the regular hourly rate.



RESUME OF THE REGULAR MEETING – CONTINUED

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and LocumTenens.com, LLC, per the terms and conditions of PD 17-18.003, Psychiatry Services (with Telemed Option), for a term of one year, with possible two additional one-year renewal terms; anticipated expenditure for the remainder of Fiscal Year 2017-2018 is \$93,035 (Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 53101, Professional Services).

Approved 4-0, with Commissioner May temporarily out of Board Chambers

11. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Atkins North America, Inc., per the terms and conditions of PD 17-18.013, CEI (Construction, Engineering, & Inspection) Services for Cove Avenue and Detroit Boulevard Bridge Replacements, for a lump sum of \$271,850.05 (Funding: Fund 352, LOST [Local Option Sales Tax] III, Cost Center 210107, Object Code 56301, Project #13EN2523).

Approved 4-0, with Commissioner May temporarily out of Board Chambers

12. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County and Alcohol Monitoring Systems, Inc., per the terms and conditions of PD 17-18.009, Secure Continuous Remote Alcohol Monitoring Equipment and Services for Escambia County Corrections, for a term of three years, with possible two additional one-year renewal terms; anticipated expenditure for the remainder of Fiscal Year 2017-2018 is \$49,975 (Funding: Fund 114, Misdemeanor Probation; Cost Center 290301; Object Code 53401, Other Contractual Services).

Approved 4-0, with Commissioner May temporarily out of Board Chambers

13. Recommendation: That the Board approve the purchase of two Ford Transit 350 High Roof HD Super (S4X) Cargo Vans for the Corrections Department, per the specifications of VE 17-18.009, from Key Ford, LLC, d/b/a World Ford Pensacola, for a total price of \$99,843.40, per Escambia County Code of Ordinances, Chapter 46, Finance, Article II in whole, and Section 46-111, Small business enterprise program related to local purchases (Funding: Fund 352, LOST [Local Option Sales Tax] III; Cost Center 290407, Detention Capital Project; Object Code 56401, Machinery & Equipment).

Approved 4-0, with Commissioner May temporarily out of Board Chambers



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-13655

County Administrator's Report 12. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 04/05/2018

Issue: Contract Award for Psychiatry Services (with Telemed Option) for Escambia County Corrections

From: Paul Nobles, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Psychiatry Services (with Telemed Option) for Escambia County Corrections - Paul Nobles, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and LocumTenens.com, LLC, per the terms and conditions of PD 17-18.003, Psychiatry Services (with Telemed Option) for a term of one year with possible two additional one (1) year renewal terms. Anticipated expenditure for remainder of FY 17-18 \$93,035.

[Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 53101, Professional Services]

BACKGROUND:

An Invitation to Bid for PD 17-18.003, Psychiatry Services (with Telemed Option) was publicly noticed on January 2, 2018, and was sent to five firms that had expressed an interest in the solicitation. A non-mandatory Pre-Solicitation Conference was held January 17, 2018, at 10:00 AM CST in the Office of Purchasing, however, no firms attended. Questions were submitted by two firms prior to the question submission deadline, and an Addendum was issued with answers to the questions. One response was received, from LocumTenens.com, LLC, on February 1, 2018.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 53101, Professional Services

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.