

RESOLUTION NO. 2010- 75

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A CONTRACT BETWEEN ST. JOHNS COUNTY, FLORIDA, AND STAFF CARE, FOR THE PURPOSE OF ARRANGING LOCUM TENENS PROVIDERS FOR THE ST. JOHNS COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT, MENTAL HEALTH DIVISION, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY**

**WHEREAS**, the County Health and Human Services Department operates a medication management clinic as part of the contract with the Department of Children and Families to provide Mental Health and Substance Abuse services to the citizens of St. Johns County; and

**WHEREAS**, the County desires to contract with **Staff Care** for the purpose of providing psychiatric services through the Health and Human Services Department to meet the mental health needs of the citizens of St. Johns County; and

**WHEREAS**, the County, and **Staff Care**, have drafted a **Contract** (attached hereto, and incorporated herein), which sets forth the terms, conditions, provisions, and requirements associated with the **Services**; and

**WHEREAS**, the County has reviewed the terms, conditions, provisions, and requirements of the **Contract**; and

**WHEREAS**, the County has determined that the provision of said **Services**, set forth in the **Contract** is a proper public purpose, and is in the overall interests of the citizens of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves the terms, provisions, conditions, and requirements of a Contract between St. Johns County, Florida, and Staff Care for the purpose of arranging Locum Tenens providers, and authorizing the County Administrator, or designee, to execute the Contract on behalf of St. Johns County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this Resolution, then

this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16<sup>th</sup> day of March, 2010.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Attest: Cheryl Strickland, Clerk

By: Pam Haltemen  
Deputy Clerk

By:

Ron Sanchez  
Ron Sanchez, Chair

RENDITION DATE 3/18/10



**AGREEMENT FOR LOCUM TENENS COVERAGE**

This AGREEMENT ("AGREEMENT") is executed on <sup>ADA 3/12/10</sup> ~~March 11, 2010~~ (the "Effective Date") by and between Staff Care, Inc. ("AGENCY") and ~~St. Johns County Mental Health Department~~ ("CLIENT") for the purpose of AGENCY arranging for Locum Tenens provider(s) ("PROVIDER" or "PROVIDERS") to the CLIENT for the times and rates specified in one or more SERVICE ORDER(s) ("ORDER") issued under this AGREEMENT and incorporated herein by reference. This AGREEMENT shall commence on the Effective Date and shall continue until **September 11, 2010** (the "Initial Term"), unless terminated earlier as provided herein. ~~At the end of the Initial Term, this AGREEMENT shall automatically be extended for additional one-year terms unless written notice is provided by either party regarding the non-renewal of this AGREEMENT within thirty (30) days prior to the end of the Initial Term or any subsequent renewal.~~

The terms and conditions of this AGREEMENT are set forth below:

**A. DUTIES OF AGENCY:**

- A.1 Use its best efforts to identify Locum Tenens PROVIDERS acceptable to CLIENT;
- A.2 Screen and obtain references for all Locum Tenens PROVIDERS including verification of licensure;
- A.3 Arrange a complete travel and accommodation itinerary in conjunction with CLIENT;
- A.4 Arrange malpractice insurance coverage through AGENCY'S insurance carrier for Locum Tenens PROVIDERS;
- A.5 Pay PROVIDERS on behalf of CLIENT for services rendered by PROVIDERS and at rates agreed to by CLIENT and PROVIDER facilitated by AGENCY.

**B. DUTIES OF CLIENT:**

- B.1 Supply Locum Tenens PROVIDERS, according to the required specialty, with a (i) reasonable coverage schedule, (ii) reasonably maintained, usual and customary equipment and supplies, (iii) a suitable practice environment complying with acceptable ethical and procedural standards, and, as necessary, (iv) appropriately trained support staff, all so as to enable the PROVIDER to perform medical services in his or her specialty on comparable terms to other practitioners in the same specialty at CLIENT'S facility;
- B.2 CLIENT and PROVIDER, not AGENCY, shall be responsible for determining PROVIDER'S fees, coverage assignments, schedule, number of hours provided, number of patients served and other requirements related to the performance of professional services by PROVIDER in accordance with the terms set forth in the ORDER;
- B.3 CLIENT shall bill for, collect and retain all professional fees generated by services rendered by PROVIDER;
- B.4 Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of said PROVIDER;
- B.5 CLIENT shall provide or directly reimburse PROVIDER through AGENCY for cost of housing outside CLIENT'S facility, local transportation, en route lodging, en route meals, and reasonable transportation costs to and from CLIENT'S location not to exceed \$160/ day.
- B.6 Comply with AMA, Federal, State and Local standards relating to patient care, the practice of medicine and related activities;
- B.7 Establish and pay for all fees associated with hospital privileges for PROVIDER;
- B.8 CLIENT agrees to pay AGENCY the fees and expenses specified in the ORDER for each PROVIDER. CLIENT agrees to reimburse AGENCY for the actual amount of any applicable state or local sales, gross or similar tax ("Taxes") imposed on Fees paid to AGENCY by CLIENT for provider coverage. Invoices are due within 45 days upon receipt. ~~Any invoice that is greater than 45 days past due shall bear interest at the rate of one and one-half percent (1 and 1/2%) per month. CLIENT agrees to pay AGENCY all collection costs and expenses incurred by AGENCY to enforce this agreement, including but not limited to attorneys fees, collection agency fees, costs and expenses;~~
- B.9 ~~CLIENT agrees to refrain from recruiting or hiring permanently any PROVIDER presented to CLIENT or any organization affiliated with CLIENT for a period of (2) years after the term of this AGREEMENT. If a PROVIDER presented to CLIENT during the term of this AGREEMENT provides Locum Tenens coverage for CLIENT within twelve (24) months (a) after such presentation or (b) after such PROVIDER ceases to provide services to CLIENT hereunder, CLIENT agrees such services shall have been arranged through AGENCY. If these services are not arranged through AGENCY, AGENCY will consider CLIENT'S use of the PROVIDER'S services as "REASSIGNMENT," in which case Section B.10 below will be applicable in its entirety. It is understood that AGENCY is solely responsible for the introduction of a PROVIDER to CLIENT, unless CLIENT notifies AGENCY within 48 hours of such introduction of CLIENT'S prior knowledge of said PROVIDER'S availability. Should CLIENT directly refer PROVIDER to an affiliated organization for either permanent or Locum Tenens coverage, CLIENT will be billed for services rendered pursuant to this Section B.9 or B.10, as applicable;~~ <sup>ADA 3/12/10</sup>
- B.10 ~~RECRUITMENT: CLIENT agrees to pay AGENCY a permanent recruitment fee for the recruitment of each PROVIDER presented to CLIENT who becomes a permanent employee of CLIENT or any organization affiliated with CLIENT within two (2) years (a) after such presentation or (b) after such PROVIDER ceases to provide services to CLIENT under this AGREEMENT. The amount of the reassignment fee will be based on PROVIDER'S specialty type, and will be specified in the ORDER. Outstanding invoices shall be paid in full before permanent reassignment can be exercised. The reassignment fee is due as to any PROVIDER whose services or curriculum vitae were made available to CLIENT orally or in writing by AGENCY. For purposes of this AGREEMENT, an affiliate of the CLIENT includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with CLIENT, any entity comprised of one or more owners of CLIENT, or any successor to or assignee of CLIENT; CLIENT agrees not to discuss the fee structure set forth in the ORDER with third parties; CLIENT will not share or distribute credentials of any PROVIDER or potential PROVIDER with or to any third party without prior written authorization of AGENCY;~~ <sup>ADA 3/12/10</sup>

C. CANCELLATION

- C.1 AGENCY reserves the right to terminate this AGREEMENT in writing at any time. In the event such termination results from CLIENT'S misrepresentations herein or in the ORDER, including, without limitation, the nature of PROVIDER assignments, or from CLIENT'S breach of any obligations (including financial) herein, no prior notice will be necessary;
- C.2 CLIENT may terminate this AGREEMENT or the services of any scheduled PROVIDER at any time in writing, subject to the limitations included below in Section D.6, provided once CLIENT has accepted a PROVIDER through verbal or written communication, termination by CLIENT shall not be effective until 15 days after written notice of termination was received by AGENCY. CLIENT agrees to pay PROVIDER and will be invoiced, in accordance to the rates agreed upon in the ORDER, for all scheduled time through the effective date of termination. Upon termination, CLIENT also remains obligated for any and all fees and expenses that are due and owing to AGENCY and PROVIDER under this AGREEMENT, as well as any other fees, expenses or other charges in connection with services performed by a PROVIDER through the effective date of termination;
- C.3 If, at any time during the course of this AGREEMENT or any assignments or placements hereunder, CLIENT does not reasonably find the performance of any PROVIDER to be appropriate, CLIENT shall provide written notice of such determination to AGENCY, and AGENCY shall attempt to replace such PROVIDER. CLIENT shall be solely responsible for terminating PROVIDER due to a PROVIDER'S poor performance, including, but not limited to intentional or unintentional dereliction of duties, gross negligence, or loss of hospital privileges, as determined by CLIENT in its sole discretion. CLIENT may request that AGENCY on CLIENT'S behalf deliver a notice of termination to a PROVIDER, but under no circumstances shall AGENCY have the unilateral right or authority to terminate a PROVIDER'S assignment. CLIENT remains obligated to pay AGENCY and PROVIDER, as applicable, for the costs and expenses incurred through the date of CLIENT'S termination of PROVIDER'S assignment.

D. GENERAL PROVISIONS

- D.1 CLIENT shall exercise independent judgment as to the professional qualifications of PROVIDER;
- D.2 AGENCY is not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any PROVIDER, nor shall AGENCY have any right or responsibility for making any determinations regarding PROVIDER'S professional service assignments, schedule or practice. AGENCY shall have no liability for any injury or any loss to any party relating to or in any way arising out of PROVIDER'S professional services at or on behalf of CLIENT;
- D.3 Each party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each party represents that to the best of its reasonable knowledge its currently practicing staff (to include for AGENCY its PROVIDERS and for CLIENT its physicians and applicable healthcare staff, hereinafter collectively "Staff"), are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. In the event an investigation of a party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG and GSA lists of excluded persons and the representations of each individual Staff;
- D.4 CLIENT acknowledges that neither AGENCY nor its employees are engaged in any fashion in the practice of medicine;
- D.5 CLIENT acknowledges that PROVIDER is not an employee of AGENCY, the relationship of PROVIDER to AGENCY is that of an independent contractor, all payments made by AGENCY to PROVIDER are made on behalf of CLIENT and AGENCY acts only as a placement agency;
- D.6 CLIENT agrees that it will not seek to terminate a PROVIDER'S placement, nor will it refuse a PROVIDER'S services, for a discriminatory reason, including the PROVIDER'S race, sex, national origin, religion, age, disability, marital status, veteran status, or any other protected classification;
- D.7 CLIENT certifies that it will not use any information provided to it by AGENCY regarding PROVIDER in an unlawful manner or for any unlawful purpose;
- D.8 This Agreement and any of its terms may be amended, modified, or waived only by a writing acknowledged by the parties
- D.9 This AGREEMENT is enforceable pursuant to and in accordance with the laws of the State of Florida; any dispute arising out of this AGREEMENT shall be decided by a court of competent jurisdiction in St. Johns County, Florida, ~~with the exception of unpaid invoices, which will be adjudicated exclusively in the courts of Dallas County, Texas.~~ This agreement is deemed accepted by Client in Florida; *not 3/10/10*
- D.10 CLIENT hereby represents and warrants to AGENCY that it is lawfully organized and is in good standing in the State in which its principal office is located; the CLIENT'S name in the introductory paragraph of this AGREEMENT is CLIENT'S true, correct and complete legal name; and the person executing this AGREEMENT and any amendment has been or will be fully authorized to do so on behalf of and as a binding act of CLIENT;
- D.11 Sections B.8, B.9, B.10 and all of Section D shall survive the expiration or cancellation of this AGREEMENT.
- D.12 This AGREEMENT shall be binding upon and inure to the benefit of AGENCY and CLIENT and their respective successors or assigns.

IN WITNESS WHEREOF, this Agreement is executed effective as of the Effective Date.

STAFF CARE, INC.

St. Johns County Mental Health Department *not 3/10/10*

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

5001 Statesman Drive  
Irving, Texas 75063

1955 US 1 South  
St. Augustine, FL 32086

**LEGALLY SUFFICIENT**

*Michael D. Hunt*  
\_\_\_\_\_  
Name

Date: *3/17/10*

05/06/08



ORDER

ST. JOHNS COUNTY MENTAL HEALTH DEPARTMENT  
ST. AUGUSTINE, FL

PSYCHIATRY

Hourly Rate: \$155/Hour (Based on an 8-hour Day)  
Premium Rate: \$195/Hour (CLIENT will be charged the Premium Rate for all hours worked beyond 8 hours a day)  
Weeknight Call: \$195/Night (CLIENT will be charged the Premium Rate for all hours worked)  
Weekend Call: \$550/per 24-hour period (CLIENT will be charged the Premium Rate for all hours worked)

Holiday Premium: A rate of one half of the Daily Rate will be charged for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, or any holiday that is recognized by the CLIENT if PROVIDER remains in the assignment community, whether or not services are actually provided on those days. If PROVIDER is required to be on call, CLIENT will pay the full Daily Rate for PROVIDER for each holiday. If PROVIDER has any patient contact or is required to report to CLIENT'S facility on one of these holidays, CLIENT will pay the full Daily Rate for PROVIDER plus the Holiday Premium. CLIENT will be charged at the Premium Rate for all hours performed on any of these holidays.

CLIENT agrees to pay for a minimum of 40 hours of PROVIDER'S professional services in any week, *unless an alternate practice schedule has previously been agreed to between CLIENT & AGENCY (i.e. part-time).*

Once a PROVIDER is presented to CLIENT by AGENCY, CLIENT agrees to notify AGENCY within 48 hours of its intentions to accept or not accept the services of such PROVIDER.

~~CLIENT agrees to pay AGENCY a permanent recruitment fee of \$30,000 for the permanent recruitment of each PROVIDER presented to CLIENT or any organization affiliated with CLIENT if such PROVIDER becomes a permanent employee of CLIENT or an affiliate of CLIENT within (2) years after such PROVIDER is presented to CLIENT or after PROVIDER ceases to provide services to CLIENT. Refer to clause B.10 in the AGREEMENT FOR LOCUM TENENS COVERAGE (the "AGREEMENT") regarding the permanent recruitment fee.~~ m) 3/12/10

At its discretion, AGENCY may inquire into CLIENT's financial history. Upon those results, CLIENT may be required to pay an initial invoice prior to the actual start date of PROVIDER'S assignment. **THIS WILL ONLY BE APPLICABLE WHEN A PROVIDER HAS BEEN ACCEPTED AND SCHEDULED BY CLIENT.**

The above Rate Schedule includes the amounts payable by CLIENT to AGENCY. The portion of the fee payable to AGENCY out of the above Rate Schedule will vary depending upon amounts payable to PROVIDER from CLIENT. This will not affect the amounts reflected in the above Rate Schedule; however, should rates increase at any time for any reason during the term of the assignment covered by this ORDER, AGENCY will give CLIENT 30 days notice prior to the effective date of the increase. On the first annual anniversary of this Agreement, and each anniversary thereafter, a rate increase equal to the most recently published Social Security Cost-of-Living Adjustment (COLA) or three percent (3%), whichever is greater, shall be incorporated automatically.

The schedule of rates includes fees to be paid to the Provider to which the Provider has agreed and Client by this order confirms. Client acknowledges that Staff Care as a placement agency does not determine the rates of payment going to the Provider.

I understand that this ORDER is a part of the AGREEMENT FOR LOCUM TENENS COVERAGE, and CLIENT shall immediately notify AGENCY in writing if it does not accept the terms set forth herein.

St. Johns County Mental Health Department m) 3/12/10

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**LEGALLY SUFFICIENT**  
*Michael D. [Signature]*  
Name: \_\_\_\_\_  
Date: 3/11/10

2010-75

**ADDENDUM A**

This Addendum (the "Addendum"), effective as of **March 11, 2010** (the "Effective Date"), shall amend certain clauses that exist in the AGREEMENT FOR LOCUM TENENS COVERAGE and ORDER between **Staff Care, Inc.** and **St. Johns County Mental Health Department**, dated \_\_\_\_\_. It is the intent of the parties that the AGREEMENT FOR LOCUM TENENS COVERAGE shall remain in full force and effect except as to the changes made herein.

By signing below, both **Staff Care, Inc.** and **St. Johns County Mental Health Department** agree that the following amended clause(s) replace in their entirety the corresponding clause(s) in the AGREEMENT FOR LOCUM TENENS COVERAGE.

**Access to Records**

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. It is specifically understood that access to 'personally identifiable information' as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled by, and subject to, the provisions of HIPAA. Access to such records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**Severability**

The parties acknowledge and agree that each provision of this AGREEMENT shall be enforceable independently of every other provision. Furthermore, the parties acknowledge and agree that, in the event any provision of this AGREEMENT is determined to be unenforceable for any reason, the remaining covenants and/or provisions will remain effective, binding and enforceable. The parties further agree that, in the event that any provision of this AGREEMENT is determined to be unenforceable for any reason, the parties agree to substitute a comparable provision dealing with the same subject matter as the unenforceable provision that approximates the effect and intent of the unenforceable provision to the maximum extent permissible under the law.

**Notices**

**AGENCY's Representative for all matters related to this agreement:**

Jeff Waddill, Divisional Vice President  
 5001 Statesman Drive  
 Irving TX 75063 800-685-2272 ext. 7462

**CLIENTS's Representative for all matters related to this agreement:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Addendum shall be effective as of the Effective Date.

STAFF CARE, INC.

St. Johns County ~~Mental Health Department~~ *MDH 3/10/10*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

5001 Statesman Drive  
 Irving, Texas 75063

1955 US 1 South  
 St. Augustine, FL 32086

**LEGALLY SUFFICIENT**

*[Signature]*  
 Name \_\_\_\_\_  
 Date 3/11/10