

CLAY COUNTY SHERIFF'S OFFICE

AGREEMENT FOR DENTAL SERVICES

THIS AGREEMENT is entered into between Dr. John Joyner, whose address is 2220 CR 210 West, Suite 312, Jacksonville, Florida 32259, a Dentist licensed to practice in the State of Florida (hereinafter referred to as "Dentist") and Sheriff Darryl Daniels, in his official capacity of Chief Correctional Officer of the Clay County Jail, FSS 951.061, (hereinafter referred to as "Sheriff") for the purpose of providing routine and emergency dental care for inmates at the Clay County Jail, located at 901 North Orange Avenue, Green Cove Springs, Florida (hereinafter referred to as "Facility"). For the purposes of this agreement, the Sheriff shall be deemed the "Officer in Charge", as defined in Florida State Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Florida Model Jail Standards – This agreement is entered into pursuant to the Florida Model Jail Standards and the standards set forth in the Florida State Statutes and all applicable rules and regulations promulgated pursuant to same and more specifically as provided in the Florida Model Jail Standards and its amendments, and shall be followed as minimum standards which may be increased by this Agreement. Standard Operating Procedures of the Facility shall be followed as well.
2. Term – This Agreement shall become effective on October 1, 2017, extending for a period of two (2) years thereafter (expiring June 30, 2019), unless sooner terminated as provided hereunder. This agreement may be terminated by either party at any time upon thirty (30) days written notice without cause, and upon twenty-four (24) hours with cause.
3. Dentist – A Dentist licensed to practice in the State of Florida and acting as an independent contractor shall provide routine and emergency dental care services directly to the inmates at the Facility. It is understood that the Dentist will maintain dental malpractice insurance as provided below, and his Dentist licensing credentials will be kept on file at the Facility. During the term of this Agreement, the Sheriff will not contract with any other Dentist or entity for the services designated herein except in those instances when the Dentist is unavailable due to illness, vacations, etc. For extended absences, the Dentist will be expected to designate a replacement for dental services. CPR current status will be maintained.
4. Nurse – The Sheriff will provide a Registered Nurse or Licensed Practical Nurse, licensed in the State of Florida (hereinafter referred to as "Nurse") at the Facility, who will provide the services hereinafter described.
5. Administration – The Nurse shall be the Administrator in charge of overseeing and maintaining the Standard Operating Procedures which shall be approved by the Dentist, Florida Model Jail Standards and all dental care provided to the inmates of the Facility.

- signed electronically by the Dentist.
6. Sheriff's Responsibilities Regarding Nurse – The Nurse shall be an employee, agent, or independent contractor of the Sheriff and not an employee, agent, or independent contractor of the Dentist.
 7. Medications – All medications shall be administered in accordance with the Facility's dental care plan which shall be subject to the directions of the Dentist. It shall be the responsibility of the nurse(s) to contact the dispensing pharmacy or prescribing physician for any inmate who enters the Facility with previously ordered prescriptions. Generic medications will be prescribed when available.
 8. Dental Assistant – The Dentist will provide a Dental Assistant. The Dental Assistant will not be an employee, agent, or independent contractor of the Sheriff, but will be employed by the Dentist. The Dental Assistant will require security clearance and will abide by the same policies and procedures as if employed by the Sheriff's Office. The Sheriff is allowed the discretion to accept or reject candidates for the Dental Assistant position and may refuse admission to the Facility to any person thus employed at any time deemed necessary. The Dental Assistant will be present in the Facility four (4) hours every other week with the Dentist. In the absence of the Dental Assistant, the Dentist will provide a replacement at no additional cost to the Sheriff. The Dentist will supervise the Dental Assistant who will be included in the liability coverage of the Dentist.
 9. Emergency Services – Dental emergencies are those which present an imminent danger of a life threatening dental condition, the Dentist will be notified in emergent situations for orders and treatment. Referral to a qualified specialist shall be made for those situations outside the scope of the Dentist's general practice. The Nurse shall be responsible for those arrangements. Inmates considered by the Facility medical staff, emergency technicians, or Detention Supervisors to be experiencing acute dental emergencies, or emergencies occurring other than normal weekday business hours or when the Dentist is not available, shall be transported to the nearest emergency medical facility. Billing for the provision of emergency services by the contract Dentist shall be in accordance with the provisions of Paragraph 22.
 10. Examination Results – The results of all examinations, tests, and identification of problems shall be reviewed and signed by the Dentist.
 11. Dental Supplies – Standard dental supplies and materials as requested by the Dentist shall be maintained by the Sheriff at the Facility.
 12. Prescription Medications – The Sheriff shall maintain prescription medications at the Facility in accordance with the Florida Model Jail Standards and Florida Pharmacy Statutes.
 13. Dentist/Nurse Communications – Except as otherwise provided herein, all off site communications with the Dentist regarding inmate dental care shall be through the designated Nurse, unless otherwise accepted by the Dentist.

14. Admission of Inmates Already Receiving Dental Treatment – Any inmate admitted to the facility with a previously diagnosed dental condition and prescription(s) must be seen by a Nurse. If the Nurse is not available at the Facility, the Detention Supervisor may contact the Dentist on call if, in his/her opinion, the treatment cannot be postponed until the following day. The inmate will be checked by a Nurse on the following day.
15. Tests for Infectious Diseases – The Sheriff agrees to comply with guidelines established by CDC and the Dentist pertaining to testing inmates for infectious diseases. All testing will be conducted according to guidelines of Florida State Statutes.
16. Dental Records – The Dentist shall have the authority to review all medical records via EMR (Electronic Medical Records) systems kept by the Facility and shall have the authority to maintain his own file consisting of the name, inmate number, date of birth, date of service, facility, and services rendered, to be used for billing purposes only.
17. Malpractice Medical Liability in the amount of one million dollars (\$1,000,000.00) shall be the responsibility of the Dentist. The Sheriff will not assume the responsibility for that coverage. Proof of insurance will be provided and maintained at the Facility.
18. Dental Visits – The Dentist will be at the Facility for a minimum of four (4) hours every other week, which includes time allotted for dental evaluations and associated record keeping. The Dentist is obligated to apply necessary time to medical file notations, billing, or other record keeping.
19. Refusal of Treatment – The Dentist shall have the right to refuse treatment to any inmate whom the Dentist deems psychologically unstable at the time of scheduled treatment. Inmates will be informed and given consent forms for any procedures.
20. Agreement Modification – Only written modifications to the provisions of this Agreement shall be valid Modifications and shall be duly executed by all parties.
21. Security – The Sheriff shall provide adequate security, as determined by the Sheriff's policies and procedures, for the Dentist during all visits to the Facility or when treatment is administered in the Dentist's private office.
22. Billing – There is a three hundred and seventy five dollar (\$375.00) administration fee per month for the initial assessment of inmates, which is scheduled every other week. All dental services will be provided for a flat rate of \$105.00 per extraction. If an unscheduled emergency visit is required, it shall be billed as an afterhours office visit. Fees will be negotiable after one (1) year. Any fee change will be by written agreement prior to the effective date of change. Any fees for laboratory work will be billed from the laboratory and paid by the Sheriff.

All billing will be submitted monthly, before the fifteenth (15th) of each month by the Dentist directly to the Clay County Sheriff's Office, Fiscal Section, P.O. Box 548, Green

Cove Springs, Florida, 32043. Payment will be made in accordance with the Florida Prompt Payment Act.

- 23. Notices – All invoicing and other correspondence between the respective parties herein shall be deemed delivered upon deposit in the U.S. Mail to the following addresses:

Clay County Sheriff's Office	John M. Joyner, DMD
Fiscal Department	2220 County Road 210 West
PO Box 548	Suite 312
Green Cove Springs, FL 32043	Jacksonville, FL 32259

By our signatures below, we agree to the above conditions and execute this contract.



 Darryl Daniels, Sheriff



 John M. Joyner, DMD

10-15-17

 Date

10-11-17

 Date

**CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY, FLORIDA**

**AGREEMENT TO EXTEND CONTRACT NO. 14-006
FOR DETENTION FACILITY PHYSICIAN SERVICES**

The Clay County Sheriff's Office and Gaines C. Martin, M. D. are exercising the option to renew the contract for a period of one year, as stated in Section II, Term of Contract, to provide Detention Facility Physician Services to inmates of the Clay County Jail. This extension shall be in effect from October 1, 2018 through September 30, 2019.

The undersigned agree that all terms and conditions outlined in the original contract effective October 1, 2014, shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Extension to be executed on their behalf by their duly authorized representatives.



Sheriff Darryl Daniels
Clay County Sheriff's Office



Name:



Title:

Date: 

Date: 

Clay County Sheriff's Office Agreement Renewal of Contract No. 14-006

DETENTION FACILITY PHYSICIAN SERVICES

This Contract is entered into this 1st day of October 2017 between Clay County Sheriff's Office, Clay County Florida, hereinafter referred to as CCSO, and Gaines C. Martin, M.D., PhD, hereinafter referred to as the "Contractor", whose address is 1409 Kingsley Avenue, Suite 9-G, Orange Park, Florida 32073. Phone is 904-637-0007.

WHEREAS, the CCSO intends to obtain contracted services to provide comprehensive medical care services to inmates within or under the custody of CCSO Detention Facility, as further defined in the Request For Bid B14-006 and the scope of services attached hereto, called Appendix A, and made a part hereof; and

WHEREAS, Request for Bid B14-006 is incorporated by reference and made a part hereof; and

WHEREAS, the Contractor is licensed and qualified to provide contracted professional services in the field of medicine; and

WHEREAS, this Contract is subject to a certain Standard Addendum, attached hereto and made a part hereof; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the People of Clay County, Florida;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. BRIEF DESCRIPTION OF THE PROJECT

Work shall consist of providing comprehensive medical services, including the provision of mandated and emergency treatment, to inmates of the CCSO Detention Facility in full compliance with any and all local, state or federal regulations, along with all other details necessary to give effect to the manifest intent set forth in these specifications and further as stated in the Scope of Services in Appendix A attached hereto.

II. TERM OF CONTRACT – FIRST RENEWAL

1. The term of this Contract shall commence on **October 1, 2017** and continue through **September 30, 2018**, contingent upon the completion and submittal of all required pre-award documents. The Contract will remain in effect until completion of any expressed and/or implied warranty period. The CCSO specifically reserves the right to increase or decrease any or all of the authorized tasks. The Contractor further agrees to provide additional services that the CCSO may desire, and which shall be mutually negotiated

Exhibit 2

regarding scope, timing, and fees, and described by written amendments to this Contract. The contract will include at least one leap year and the extra day will be in accordance with the rates set forth in this contract.

2. The contract prices resultant from Bid B14-006, and included in Attachment A, shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.
3. Prior to, or upon completion, of the initial term of this Contract, the CCSO shall have the option to renew this Contract for an additional three (3) one (1) year periods. Upon execution of this contract, the CCSO is exercising the option to renew the contract for the first of the three (3) additional one (1) year periods. Prior to completion of each exercised Contract term, the CCSO may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index (CPI), as provided by the U.S. Department of Labor, CPI-U, US City Average, All Items.

III. COMPENSATION AND METHOD OF PAYMENT

1. Price and payment will be full compensation for all work specified, including all labor. In the event the Contractor has utilized Subcontractors or suppliers for materials, release of liens from the Subcontractors and any suppliers shall be required before payment will be released.
2. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate CCSO representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated.
3. The signature of the Contractor on any invoice submittal shall constitute the Contractor's certification to the CCSO that (a) the Contractor has billed the CCSO for all services rendered by it and any of the Contractor's consultants and subcontractors through the date of the invoice; (b) as of the date of the invoice, no other outstanding amounts are due from the CCSO to the Contractor for services rendered; (c) that the amount requested is currently due and owing. Such invoice(s) shall be prepared by the Contractor and accompanied by a certificate of partial or final payment (whichever is appropriate), and any supporting data as may be required by the CCSO representative.
4. By acceptance of the CCSO's payment of the invoiced amount, the Contractor releases the CCSO from any and all claims by the Contractor and by subcontractors for work performed but not invoiced during the period for which payment was received.
5. The Contractor may request payment no more than once monthly, based on the amount of work done or completed. Payments shall be tendered in accordance with the Florida Local Government Prompt Payment Act.

IV. CCSO REPRESENTATIVE

The services provided shall be under the direction of the authorized CCSO representative, who shall be the CCSO Detention Department Director or his/her designated representative, who shall have final decision authority on behalf of the CCSO for all aspects of any project, including general direction, review, and approval of the services provided.

V. INSURANCE

The Contractor shall maintain insurance coverage as specified in Appendix A, which said Appendix A is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of Appendix A shall be provided to the CCSO prior to the issuance of the Notice to Proceed and commencement of any work.

VI. CHOICE OF LAW FORUM

The CCSO and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

VII. INDEMNIFICATION STATEMENT

The Contractor agrees to defend, protect, indemnify and hold harmless the CCSO and Clay County and all its principals, employees, officers, agents and servants (collectively, the indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any Participant, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the Contractor in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of the Contractor. The Contractor's obligations under this paragraph shall also apply to actions by third parties performed on behalf of the Contractor, pursuant to this Agreement.

VIII. TERMINATION

The CCSO may terminate this Contract for cause with 30 days' notice. In this event, the Contractor shall be compensated for work satisfactorily completed and for irrevocable commitments made.

IX. GENERAL CONDITION

This Contract constitutes the entire agreement between the CCSO and the Contractor and supersedes all prior written or oral understandings between the parties. This Contract may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

CONTRACTOR

Gaines C. Martin, M.D., PhD

BY: 

Gaines Martin MD PhD
(Print Name)

DATE: 12/20/2017

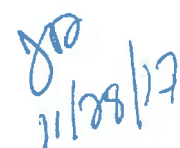
CLAY COUNTY SHERIFF'S OFFICE

BY: 

Darryl R. Daniels
(Print Name)

Sheriff
Title

DATE: 12-5-17



STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the CCSO than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the CCSO.

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the CCSO in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the CCSO shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the CCSO has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the CCSO only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the CCSO shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The CCSO shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The CCSO shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor.

6. If, and only if, travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the CCSO to reimburse the Contractor for the same, then the CCSO shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the CCSO shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the CCSO Detention Department Director or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the CCSO by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the CCSO for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the CCSO without cost.


8. With respect to any indemnification by the CCSO provided under the contract or agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.

9. In that the CCSO is a governmental agency exempt from sales tax, the CCSO shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The CCSO shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the CCSO's budget for each fiscal year during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the CCSO is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CONTRACTOR
Gaines C. Martin, M.D., PhD

BY: 
Gaines C. Martin, M.D., PhD.
(Print Name)

DATE: 12/05/2017

CLAY COUNTY SHERIFF'S OFFICE

BY: 
Darryl R. Daniels
(Print Name)

Sheriff
Title

DATE: 12-5-17


11/28/17

Appendix A
to Agreement B14-006

SCOPE OF
SERVICES FOR
DETENTION FACILITY PHYSICIAN SERVICES

PART ONE: BASIC SERVICES

5.00

Scope of Work

PURPOSE: It is the intent of the CCSO to secure comprehensive medical care services provided on-site by a Florida state licensed physician and to provide for mandated and emergency treatment. The Detention Department will provide a clinical setting within the facility with required equipment and supplies. All work is to be done at the Clay County Sheriff's Office Detention Facility located at 901 North Orange Avenue, Green Cove Springs, FL 32043. The specifications listed are minimal, it is the responsibility of the Contractor to propose the **DETENTION FACILITY PHYSICIAN** in accordance with the minimum specifications, and anything optional should be described in the comment section of the quotation tabulation.

5.1 BACKGROUND INFORMATION:

5.1.1 Location – The Clay County Sheriff's Office Detention Facility is located at 901 North Orange Avenue, Green Cove Springs, Florida 32043.

5.1.2 Population - The Clay County Sheriff's Office Detention Facility is an adult detention facility with an authorized in house capacity of 478 beds. The daily average inmate population is over 400.

5.1.3 Facility - The Detention Facility has a medical unit that consists of examination rooms, lab room, isolation rooms, dental room, a pharmacy, various offices and interview rooms, a medical records area, and a 7 bed infirmary unit.

5.1.4 Current Provisions – Comprehensive medical care services are presently delivered by an independent licensed physician. Inmates with medical complaints are screened by nursing staff and, if needed, are referred to the physician for evaluation and follow-up, oversight monitored by, Florida Model Jail Standards and Florida Corrections Accreditation Commission.

5.1.5 Scope of Service – The successful Physician shall be expected to provide comprehensive medical care services and meet the following requirements. This list is not intended to be all inclusive but serves as a guideline with recommendation for the medical care of the inmate population detained or sentenced to the Clay County Sheriff's Detention Facility. The successful bidder/Physician shall provide scheduled and unscheduled on-site medical services to the inmates of the Clay County Sheriff's Detention Facility as needed. This includes after-hours calls as necessary. The services to be provided shall include but not limited to treating illness, injury, diseases, providing physical assessments, physician sick call and proactive patient care and may include services at hospital facilities in the local area.

5.2 MINIMUM REQUIREMENTS - DETAIL

5.2.1 The Bidder must be a Florida state licensed physician acting as an independent contractor, and shall provide patient care services directly to inmate patients at the detention facility (jail). Comprehensive medical care services will be performed on-site and shall be sufficient to provide for mandated and emergency treatment directly to inmate patients of this facility.

5.2.2 Successful Bidder shall provide and maintain during the term of the agreement, and any renewal years, medical malpractice insurance in the amount of at least \$750,000.00.

5.2.3 The Physician shall provide emergency services between the hours of 0800 and 1700, excluding weekends and holidays. Inmates considered by jail medical staff, emergency medical technicians, or detention deputies, as in acute medical distress, or the emergency occurs between 1700 and 0800, or on weekends or holidays, or the Physician is not immediately available, shall be transported to the nearest emergency medical facility. Emergent care will be billed at the physician's usual and customary fee schedule.

5.2.4 The successful Bidder will submit a monthly invoice of charges to the Sheriff's Office consistent with section 3.10. The Bidder shall include in the proposal and on the attached fees form, the amount for monthly administrative charges, telephone consultation and costs per inmate visit excluding any penalty for failure to meet the below schedule (next paragraph). All payments will be made in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70-218.80.

5.2.5 The Physician will be at the facility as needed, at least twice per week, unless prior arrangements have been made. The Physician is obligated to devote any time needed to medical file notations, billing, or other paperwork if it is available during a one-hour minimum visit.

5.2.6 Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.

5.2.7 The Sheriff will provide a Registered Nurse or Licensed Practical Nurse, licensed by the State of Florida (hereinafter referred to as "Nurse") at the facility. The nurse will provide the services hereinafter described.

5.2.8 The Nurse shall be the administrator in charge of overseeing and maintaining the standard operating procedures, which shall be approved by the Physician, and medical recordation for the health section of the facility as provided in the Florida Model Jail Standards.

5.2.9 The Nurse shall be an employee, agent or independent contractor of the Sheriff and not an employee, agent or independent contractor of the Physician.

5.2.10 All medications will be administered in accordance with the facility's health care plan, which will be subject to the directions of the Physician. It shall be the responsibility of the nurse(s) to contact the dispensing pharmacy or prescribing physician for any inmate who enters the facility already under a medical prescription. The successful bidder will prescribe generic drugs when available. The Sheriff will maintain prescription drugs at the facility in accordance with Florida Model Jail Standards.

5.2.11 Standard supplies and materials will be maintained by the Sheriff at the facility and will be directed by the Physician.

5.2.12 Any inmate entering the facility with a previously diagnosed medical condition, which required a medical prescription, must be seen by the Nurse.

5.2.13 The Sheriff agrees to comply with the guidelines and procedures developed by the Physician pertaining to the testing of inmates for infectious diseases. Testing for human immune deficiency will be performed according to the guidelines under Florida law.

5.2.14 The Physician will have the right to refuse to treat and require the transportation to the appropriate facility of any patient whom the Physician views as psychologically unstable at the time when the Physician refuses treatment.

5.2.15 The successful Bidder shall provide the Sheriff's Office with applicable licenses and/or certificates, including current CPR certification, and evidence of malpractice insurance to be placed on file with the Sheriff's Office. During the term of the contract, the Sheriff shall not contract with any other Physician or entity for the services provided herein except in those instances when the Physician is not available due to illness, vacations, etc.

5.2.16 The Detention Department may prohibit entry to any secure facility, or remove therefrom, a contract employee who does not perform his/her duties in a manner acceptable to the Sheriff's Office.

5.2.17 The Detention Department reserves the right to search any person, property or article entering its facilities.

5.2.18 A quality assurance program will be on-going consisting of regularly scheduled audits of inmate medical care services with documentation of deficiencies and plans for correction of deficiencies.

5.3 PROFESSIONAL RESPONSIBILITY

5.3.1 Professional Liability – All services shall be provided with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the services, the awarded Physician shall furnish, at their own cost and expense, the means necessary to correct deficiencies, and shall be responsible for any and all consequential damages arising from these deficiencies.

Physician shall accept full responsibility for the work as described herein.

Physician shall obtain and furnish proof of insurance. If the initial insurance expires prior to the completion of the contract, a renewal certificate shall be furnished thirty (30) days prior to date of expiration.

5.3.2 Bond Requirements – The Office of the Sheriff, Clay County has waived the requirement of a bid bond.

PART TWO: COST OF OFFERED SERVICES

PHYSICIAN EVENT	FEE
Per Patient	\$40.00
Per Office Surgical Procedure	\$90.00
Per Admission To Hospital or Other Facility	\$162.15
Per Follow Up in Hospital or Other Facility Evaluation	\$73.57
Per In-Patient Discharge Evaluation	\$101.43
Per ICU Admit	\$214.21
Per ICU Evaluation	\$125.88
Per Monthly Administration Fee	\$750.00

PART THREE: CORPORATE DETAILS

COMPANY NAME: Gaines C. Martin, M.D., PhD

ADDRESS: 1409 Kingsley Avenue, Suite 9-G

Orange Park, Florida 32073

TELEPHONE: (904) 637-0007

FAX#: (866) 482-9906

Gaines C. Martin, M.D., PhD

Title: _____

Lisa B. Kemp

Title: Office Contact _____

E-mail opdoctor@gmail.com

**CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY, FLORIDA**

**AGREEMENT FOR EXTENSION OF THE
CONTRACT FOR PSYCHIATRIC SERVICES**

The Clay County Sheriff's Office is exercising the option to renew the contract for a period of one year, as stated in the paragraph listed as TERM, under item number 2. The renewal period shall commence on October 1, 2018 and continue through September 30, 2019.

The undersigned agree that all terms and conditions outlined in the original contract effective December 1, 2017, shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Extension to be executed on their behalf by their duly authorized representatives.

CLAY COUNTY SHERIFF'S OFFICE:

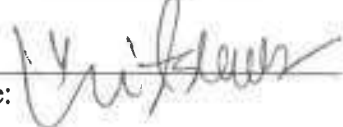


Darryl Daniels, Sheriff
Clay County Sheriff's Office

Date: 8-15-18

CONTRACTOR:

UBAID A. KHOKHAR, M.D.

Signature: 

UBAID KHOKHAR, M.D.
(Print Name)

Date: 9-5-18

CLAY COUNTY SHERIFF'S OFFICE

AND

UBAID A. KHOKHAR, M.D.

CONTRACT FOR PSYCHIATRIC SERVICES

This agreement made between the Clay County Sheriff's Office located at 901 North Orange Avenue, Green Cove Springs, FL, 32043, hereinafter referred to as "Sheriff" and Ubaid A. Khokhar, MD whose address is 462 Kingsley Avenue, Suite 102, Orange Park, FL 32073, hereinafter referred to as "Provider".

WHEREAS the Sheriff recognizes the unique skills of the Provider and desires to retain the services of the Provider to assist with the discharge of responsibilities of the Clay County Sheriff's Office in reference to inmate Psychiatric Services,

WHEREAS the Provider desires to provide his skills to the Sheriff,

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth herein, the parties agree as follows:

TERM:

1. The term of this agreement shall begin on the 1st day of December 2017 and end on the 30th day of September 2018, unless otherwise extended or terminated as provided herein.
2. Upon mutual agreement of the parties, this agreement may be automatically renewed for two (2) one (1) year periods.

REIMBURSEMENT:

1. The Provider shall be reimbursed in the amount of \$125.00 per patient, including all follow-up evaluations deemed necessary by the Provider. Inmates needing psychiatric services will be referred to Dr. Khokhar by recommendation of the Jail Physician or CCSO Medical Services Coordinator.
2. A monthly Administrative Fee of \$500.00 per month will be paid to Dr. Khokhar for other psychiatric services to include but not limited to items listed in #5 below.
3. The Sheriff will promptly pay the Provider following the month in which services were rendered. Payment requires the submission of the Provider's Billing Statement or invoice.

MODIFICATION:

1. It is agreed that all particulars contained in this document are binding on both parties. Any variation, alterations, modifications or waivers of provisions of the contract shall only be valid when they have been reduced to writing, duly signed, approved by both parties and attached to the original of this contract

DUTIES OF THE PROVIDER:

1. The Provider understands and agrees to provide the following:
 - a. Psychiatric care and treatment of adult inmates
 - b. Consultation to staff by telephone via on-call status
 - c. Pharmacological management
 - d. Medical psychotherapy
 - e. Psychiatric evaluations
 - f. Maintain personal professional liability insurance
 - g. Advise medical staff in advance of vacation or attendance at meetings which conflict with the Provider's ability to be available. Provide a substitute to contact in your absence.
 - h. Patient Crisis Management
 - i. In emergency cases, respond after hours or weekends to the jail
 - j. Consult with Jail Physician who has overall responsibility for care, custody and control of inmates' health
 - k. Work in conjunction with Jail Physician when inmates are in the Hospital and need Psychiatric Services.

DUTIES OF THE SHERIFF:

1. The Sheriff agrees to:
 - a. Pay the Provider for services outlined in this contract.
 - b. Maintain general liability insurance

- c. Establish and maintain books, records and documents (including electronic storage media)
- d. Retain all client records, financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of seven (7) years after termination of this contract, or if an audit has been initiated and audit findings have not been resolved at the end of the seven (7) years, the records will be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

BOTH PARTIES AGREE:

- 1. Not to use or disclose any information concerning a recipient of services provided by the Sheriff for any purpose not in conformity with state regulations and federal law or regulations (45CFR, Part 205.50), except upon written consent of the recipient or the responsible parent or guardian or when authorized by law.
- 2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person or disabled adult to the Florida Abuse Hotline or the statewide toll-free telephone number (1800-96-ABUSE), as required in Chapter 415 F.S. This is binding on both parties.

TERMINATION: Either party may terminate this contract upon no less than sixty (60) days written notice being sent by Certified Mail, Return Receipt Requested, to the usual business address of the other party.

FEDERAL AND STATE REGULATIONS: Both parties agree to comply with all applicable provisions of the Federal and State Administrative Rules and Regulations in regards to services delivered under this contract.

BY OUR SIGNATURES BELOW, WE AGREE TO THE ABOVE CONDITIONS AND EXECUTE THIS CONTRACT.



 Darryl Daniels, Sheriff
 Clay County Sheriff's Office

12-5-17

 Date



 Ubaid A. Khokhar, M.D.

12-22-17

 Date

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	ME TISSI	CONTROL NO.
1/07/2016			6830500

The MEDICAL DOCTOR
named below has met all requirements of
the laws and rules of the state of Florida.

Expiration Date: JANUARY 31, 2018

LIBAID ASLAM KHOKHAR

LICENSER SIGNATURE *[Handwritten Signature]*



Certificate of Insurance

Certificate Holder: First Coast Psychiatric Services, P.A. 462 Kingsley Ave Ste 102 Orange Park, FL 32073-4849	Insured's Name and Address: Ubaid A Khokhar 462 Kingsley Ave Ste 102 Orange Park, FL 32073-4849	Producer: Wasson Bay Area Insurance 9067 Belcher Rd N Pinellas Park, FL 33782
--	---	---

Policy Number: 722693N Effective Date: 10/21/2017 Expiration Date: 10/21/2018

Insured Type: Named Insured Insured Locum Tenens Coverage A Type: Shared Limits Separate Limits
Specialty: Psychiatry (Without Electroconvulsive)

Important: This certificate certifies that the policy shown above has been issued and includes coverage for the Insured shown for the period indicated, subject to the policy's provisions and the required payment of premium. It is not an insurance policy and is issued for informational purposes only. It confers no rights upon the certificate holder and does not create a contract between NORCAL Mutual Insurance Company (NORCAL Mutual) and the certificate holder, nor does it amend, extend, or alter the policy's coverage. Notwithstanding any requirement or provision of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy is subject to the provisions of the policy.

The Insured is responsible for informing certificate recipients of any policy changes, including declination of issuance or cancellation before the expiration date. An Insured's failure to provide such notice imposes no obligation or liability of any kind upon NORCAL Mutual, its agents or representatives.

Coverages and Limits of Coverage Provided

Coverage A: Medical Professional Liability Insurance - Claims Made	Limits of Coverage:
Retroactive Date: 10/21/2014	\$1,000,000 Each Claim Limit
	\$3,000,000 Aggregate Limit Per Policy Period

Coverage B: Administrative Defense Insurance - Claims Made	Limits of Coverage:
Retroactive Date: 10/21/2014	\$50,000 Each Administrative Proceeding or Employment-Related Civil Action Limit
	\$50,000 Aggregate Limit Per Endorsement Period

By: NORCAL Mutual Insurance Company

Date Issued: September 07, 2017

T. Scott Diener
President & CEO

Kara M. Ricci
Secretary

**CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY, FLORIDA**

MODIFICATION TO CONTRACT FOR MENTAL HEALTH SERVICES

WHEREAS, the Clay County Sheriff's Office and Sandy A Currie LMHC entered into a Contract for Mental Health Services on March 15, 2017;

WHEREAS, the Clay County Sheriff's Office has received a proposal dated May 3, 2018 from Sandy A. Currie, LMHC and desires to modify **Article III. Compensation** and **Article IV. Services** to incorporate said proposal into the Contract for Mental Health Services;

WHEREAS, the Clay County Sheriff's Office desires to modify **Article III. Compensation** requiring the Provider to submit all invoices electronically;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

The undersigned agree that all terms and conditions outlined in the Contract for Mental Health Services, attached hereto and made a part hereof by reference, between the undersigned parties shall remain in full effect except those terms and conditions amended and/or added hereto.

The Sheriff has accepted the proposal dated May 3, 2018 from Sandra A. Currie, LMHC. The proposal is hereby incorporated into this agreement by reference and is attached hereto as Attachment 1.

III. Compensation

Counseling sessions for additional mental health counseling services will be billed at a rate of \$65.00 per session.

Invoices shall be sent electronically to fiscal@claysheriff.com.

IV. Services


Additional mental health counseling services will be provided to female inmates through a 50-60 minute counseling session.

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CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY, FLORIDA

MODIFICATION TO CONTRACT FOR MENTAL HEALTH SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed on their behalf by their duly authorized representatives.



Sheriff Darryl Daniels, or Designee
Clay County Sheriff's Office



Sandra A. Curry, LMHC

Date: 9-24-18

Date: 10-2-18

APPROVED AS TO FORM AND LEGALITY
SUBJECT TO EXECUTION BY THE PARTIES:



Jeffrey Davenport
General Counsel
Clay County Sheriff's Office

DD 9/24/18

Sandy Currie, LMHC
4711 Highway 17, Bldg. C, Ste. 4 Fleming Island, FL 32003
PHONE: (904) 434-5098 FAX: (904) 215-2036

May 3, 2018

Connie Adams
Nursing Manager Clay Detention Facility

Dear Ms. Adams:

Please accept this addendum as a proposal for the provision of providing counseling services to female inmates at the Clay County Correctional Facility.

Addendum to the Contract For Mental Health Services:

Provider agrees to bill the Sheriff for mental health counseling services for female inmates. Counseling sessions will be for 50-60 minutes at a rate of \$65.00 per session.

Clarification: I will continue to provide suicide assessments as a fill-in for Robert McQueen at the rate of \$40 per assessment. I will continue to provide counseling to PREA female inmates at the rate of \$60 per session.

Sincerely,

Sandra A. Currie, LMHC

Sandra A. Currie, LMHC

Sandy Currie, LMHC
4711 Hwy 17, BLDG C, Ste. 4
Fleming Island, FL 32003
PHONE: (904) 434-5098 fax (904) 621-9290

From: Sandy Currie, LMHC

Date: 5-3-18

To/phone#: Connie Adams

Fax: 5296425

Total number of pages including cover: 2

Subject: Addendum to Contract

Comments:

THIS TRANSMITTAL IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND CONTAINS PROTECTED HEALTH INFORMATION WHICH IS CONFIDENTIAL. THIS INFORMATION MAY ONLY BE USED OR DISCUSSED IN ACCORDANCE WITH FEDERAL LAW WHICH CONTAINS PENALTIES FOR MISUSE. IF YOU ARE NOT THE INTENDED RECIPIENT OF THE TRANSMISSION, YOU MAY NOT OTHERWISE USE OR DISCLOSE THE INFORMATION CONTAINED IN THIS TRANSMISSION. IF YOU RECEIVED THIS TRANSMISSION IN ERROR, PLEASE DESTROY THE INFORMATION. THANK YOU.

CONTRACT FOR MENTAL HEALTH SERVICES

This Agreement is entered into this 15th day of March 2017 between Darryl Daniels, Sheriff of Clay County Florida (hereinafter "Sheriff"), in his official capacity as Chief Correctional Officer of the Clay County Jail (hereinafter "facility"), located at 901 North Orange Avenue, Green Cove Springs Florida, and Sandy A Currie LMHC (hereinafter "Provider"), whose address is 4711 Highway 17, Bldg. C, Ste 4, Fleming Island, FL 32003.

I. Term of Agreement

The term of this agreement is from 15th March 2017 through 30th of September, 2018. This agreement shall automatically renew for a one year period unless either party provides written notice 30 days prior to the end of the one year period that the party does not wish for the agreement to be automatically renewed. The agreement may be automatically renewed for up to four (4) additional one-year periods. Either party may terminate this agreement with or without cause by providing thirty (30) days' written notice to the other party at the addresses set forth above.

II. Insurance

Liability insurance will be carried by Provider in the amount of One Million Dollars (\$1,000,000.00) per client, or aggregate Three Million Dollars (\$3,000,000.00) per incident. Such liability insurance shall be continued through the period of this agreement. Proof of insurance will be submitted to the Sheriff at the beginning of this agreement period and at the time of each insurance renewal period.

III. Compensation

Provider agrees to bill the Sheriff for mental health services provided at the rate of forty dollars (\$40.00) per inmate interview, with a minimum of two (2) inmates per visit. Therapy for inmates who request counseling for sexual abuse will be provided on an as needed basis, by appointment, at the rate of sixty dollars (\$60.00) per therapy hour. Reimbursement will be paid to Provider within thirty (30) days after receipt of service invoices. Invoices will be sent to Sheriff at the following address:

Clay County Sheriff's Office
Attn: Fiscal Department
P.O. Box 548
Green Cove Springs, Florida 32043-0548

IV. Services

Provider agrees to provide mental health services in the manner of inmate interviews to assess for suicide watch clearances for return to population. These services shall be performed at the request of the Facility Medical Unit staff. Services will be

provided on a weekly basis, unless there is not a need for such service on any particular week. Facility will provide appropriate space and security for interviews. Reports will be submitted to Facility Medical Unit following the interview.

V. Administrative Responsibility

Facility retains administrative responsibility for services rendered by Provider to inmates of the Facility. It is the responsibility of Facility to refer inmates for further services if necessary.

Wherefore, the parties agree to the foregoing effective on the dates indicated by signature below.



Ricky Wright
Director of Detention Department

4/4/17
Date



Darryl Daniels
Sheriff of Clay County, Florida

4/4/17
Date

Sandy A. Currie, LMHC

Sandy A Currie LMHC, ~~MAC~~
error SC

4-25-17
Date

CONTRACT FOR MENTAL HEALTH SERVICES

This Agreement is entered into this 11th day of October, 2013 between Rick Beseler, Sheriff of Clay County Florida (hereinafter "Sheriff"), in his official capacity as Chief Correctional Officer of the Clay County Jail (hereinafter "facility"), located at 901 North Orange Avenue, Green Cove Springs Florida, and Robert C. McQueen, Jr., LMHC, MAC (hereinafter "Provider"), whose address is 1743 County Road 220, Orange Park Florida 32003.

I. Term of Agreement

The term of this agreement is from 11 October 2013 through September 30, 2014. This agreement shall automatically renew for a one year period unless either party provides written notice 30 days prior to the end of the one year period that the party does not wish for the agreement to be automatically renewed. The agreement may be automatically renewed for up to four (4) additional one-year periods. Either party may terminate this agreement with or without cause by providing thirty (30) days' written notice to the other party at the addresses set forth above.

II. Insurance

Liability insurance will be carried by Provider in the amount of One Million Dollars (\$1,000,000.00) per client, or aggregate Three Million Dollars (\$3,000,000.00) per incident. Such liability insurance shall be continued through the period of this agreement. Proof of insurance will be submitted to the Sheriff at the beginning of this agreement period and at the time of each insurance renewal period.

III. Compensation

Provider agrees to bill Sheriff for mental health services provided at the rate of forty dollars (\$40.00) per inmate interview, with a minimum of two (2) inmates per visit. Therapy for inmates who request counseling for sexual abuse will be provided on an as needed basis, by appointment, at the rate of sixty dollars (\$60.00) per therapy hour. Reimbursement will be paid to Provider within thirty (30) days after receipt of service invoices. Invoices will be sent to Sheriff at the following address:

Clay County Sheriff's Office
Attn: Fiscal Department
P.O. Box 548
Green Cove Springs, Florida 32043-0548

IV. Services

Provider agrees to provide mental health services in the manner of inmate interviews to assess for suicide watch clearances for return to population. These services shall be performed at the request of the Facility Medical Unit staff. Services will be

provided on a weekly basis, unless there is not a need for such service on any particular week. Facility will provide appropriate space and security for interviews. Reports will be submitted to Facility Medical Unit following the interview.

V. Administrative Responsibility

Facility retains administrative responsibility for services rendered by Provider to inmates of the Facility. It is the responsibility of Facility to refer inmates for further services if necessary.

Wherefore, the parties agree to the foregoing effective on the dates indicated by signature below.

Coi. Craig D. Aldrich

Colonel Craig D. Aldrich
For the Sheriff of Clay County, Florida

Oct. 8, 2013

Date

Bob M. McQueen, LMHC, MAC

Robert C. McQueen, Jr., LMHC, MAC

10/10/13

Date

**CLAY COUNTY SHERIFF'S OFFICE
CLAY COUNTY, FLORIDA**

**MODIFICATION TO AGREEMENT/CONTRACT NO. 14-005
FOR PHARMACEUTICAL SERVICES**

WHEREAS, the Clay County Sheriff's Office and Atkinson's Healthcare entered into Agreement/Contract NO. 14-005;

WHEREAS, the Clay County Sheriff's Office desires to modify **II. TERM OF CONTRACT** to reflect a Month to Month period;

WHEREAS, the Clay County Sheriff's Office desires to modify **III. COMPENSATION AND METHOD OF PAYMENT** requiring the Contractor to submit all invoices electronically;

WHEREAS, the Clay County Sheriff's Office desires to modify **VIII. TERMINATION** to allow both parties the right to terminate the agreement with or without cause upon thirty days written notice;

WHEREAS, the Clay County Sheriff's Office desires to create **X. NOTICES** to define the representatives of this contract for the Clay County Sheriff's Office and Atkinson Healthcare;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

The undersigned agree that all terms and conditions outlined in the Agreement/Contract No. 14-005 attached hereto and made a part hereof by reference, effective October 1, 2014, shall remain in full effect except those terms and conditions amended and/or added hereto.

II. TERM OF CONTRACT

This agreement shall be on a month to month basis beginning on October 1, 2018.

III. COMPENSATION AND METHOD OF PAYMENT

6. Invoices shall be sent electronically to fiscal@claysheriff.com.

VIII. TERMINATION

The CCSO or Contractor may terminate this Contract with or without cause with thirty (30) days written notice. Notices shall comply with part "X. Notices" of this agreement.

X. NOTICES

Any notice 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 certified mail of the United States Postal Service or private courier service with signature confirmation. Unless otherwise notified in writing of a new address; notice shall be made to each part as follows:

TO: Atkinson's Healthcare
Robert Allen, President
Atkinson's Healthcare
100 Old Orange Park Rd.,
Orange Park, FL 32073

TO: Clay County Sheriff's Office
Director Christopher Coldiron
CCSO, Detention Department
901 N Orange Avenue
Green Cove Springs, FL 32043

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed on their behalf by their duly authorized representatives.

UNDERSHERIFF RL Walden
Sheriff Darryl Daniels, or his Designee
Clay County Sheriff's Office

[Signature]
Name:

President
Title:

Date: 09-25-18

Date: 9/27/18

APPROVED AS TO FORM AND LEGALITY
SUBJECT TO EXECUTION BY THE PARTIES:

[Signature]
Jeffrey Davenport
General Counsel
Clay County Sheriff's Office

[Signature]
9/25/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vandroff Insurance Agency Inc. 5150 Belfort Road #200 Jacksonville, FL 32256 Vandroff Insurance Agency	904-296-3390	CONTACT NAME: Lesley Baker PHONE (A/C, No, Ext): 904-296-3390 E-MAIL ADDRESS: lesley@vandroff-insurance.com FAX (A/C, No): 904-296-6144
INSURED Atkinson's Mart, Inc. 100 Old Orange Park Rd Orange Park, FL 32073	INSURER A: Indian Harbor Ins Company INSURER B: CNA INSURER C: Travelers Insurance Company INSURER D: Zenith Insurance Co. INSURER E: INSURER F:	
		NAIC # 25615 13269

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	RUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			UBP0002319-02	05/22/2018	05/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-4J496338	05/22/2018	05/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HMC4032242040-3	05/22/2018	05/22/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			Z134077102	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Pharmacy Liab.			HMA4032239753-3	05/22/2018	05/22/2019	Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 100 Old Orange Park Rd Orange Park, FL 32073
 1994 Kingsley Ave Ste A Orange Park, FL 32073

CERTIFICATE HOLDER INSURED Insured Copy	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Clay County Sheriff's Office Agreement/Contract No. 14-005

PHARMACEUTICAL SERVICES

This Contract is entered into this 15th day of September, 2014 between Clay County Sheriff's Office, Clay County Florida, hereinafter referred to as CCSO, and Atkinson's Healthcare, hereinafter referred to as the "Contractor", whose address is 100 Old Orange Park Road, Orange Park, Florida 32073. Phone is 904-264-7578.

WHEREAS, the CCSO intends to obtain contracted services to provide pharmaceutical services to inmates within or under the custody of CCSO Detention Facility, as further defined in the Request For Bid B14-005 and the scope of services attached hereto, called Appendix A, and made a part hereof; and

WHEREAS, Request for Bid B14-005 is incorporated by reference and made a part hereof; and

WHEREAS, the Contractor is licensed and qualified to provide contracted professional services in the field of pharmaceuticals; and

WHEREAS, this Contract is subject to a certain Standard Addendum, attached hereto and made a part hereof; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the People of Clay County, Florida;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. BRIEF DESCRIPTION OF THE PROJECT

Work shall consist of providing pharmaceutical services to the CCSO Detention Facility in full compliance with any and all local, state or federal regulations, along with all other details necessary to give effect to the manifest intent set forth in these specifications and further as stated in the Scope of Services in Appendix A attached hereto.

II. TERM OF CONTRACT

1. The term of this Contract shall commence on **October 1, 2014** and continue through **September 30, 2017**, contingent upon the completion and submittal of all required pre-award documents. The Contract will remain in effect until completion of any expressed and/or implied warranty period. The CCSO specifically reserves the right to increase or decrease any or all of the authorized tasks. The Contractor further agrees to provide additional services that the CCSO may desire, and which shall be mutually negotiated regarding scope, timing, and fees, and described by written amendments to this Contract. The contract will include at least one leap year and the extra day will be in accordance with the rates set forth in this contract.

2. The contract prices resultant from Bid B14-005, and included in Attachment A, shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document. Prior to, or upon completion, of the initial term of this Contract, the CCSO shall have the option to renew this Contract for an additional three (3) one (1) year periods. Prior to completion of each exercised Contract term, the CCSO may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index (CPI), as provided by the U.S. Department of Labor, CPI-U, US City Average, All Items.

III. COMPENSATION AND METHOD OF PAYMENT

1. Price and payment will be full compensation for all work specified, including all labor. In the event the Contractor has utilized Subcontractors or suppliers for materials, release of liens from the Subcontractors and any suppliers shall be required before payment will be released.
2. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate CCSO representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated.
3. The signature of the Contractor on any invoice submittal shall constitute the Contractor's certification to the CCSO that (a) the Contractor has billed the CCSO for all services rendered by it and any of the Contractor's consultants and subcontractors through the date of the invoice; (b) as of the date of the invoice, no other outstanding amounts are due from the CCSO to the Contractor for services rendered; (c) that the amount requested is currently due and owing. Such invoice(s) shall be prepared by the Contractor and accompanied by a certificate of partial or final payment (whichever is appropriate), and any supporting data as may be required by the CCSO representative.
4. By acceptance of the CCSO's payment of the invoiced amount, the Contractor releases the CCSO from any and all claims by the Contractor and by subcontractors for work performed but not invoiced during the period for which payment was received.
5. The Contractor may request payment no more than once monthly, based on the amount of work done or completed. Payments shall be tendered in accordance with the Florida Local Government Prompt Payment Act.

IV. CCSO REPRESENTATIVE

The services provided shall be under the direction of the authorized CCSO representative, who shall be the CCSO Detention Bureau Commander or his/her designated representative, who shall have final decision authority on behalf of the CCSO for all aspects of any project, including general direction, review, and approval of the services provided.

V. INSURANCE

The Contractor shall maintain insurance coverage as specified in Appendix A, which said Appendix A is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of Appendix A shall be provided to the CCSO prior to the issuance of the Notice to Proceed and commencement of any work.

VI. CHOICE OF LAW/FORUM

The CCSO and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

VII. INDEMNIFICATION STATEMENT

The Contractor agrees to defend, protect, indemnify and hold harmless the CCSO and Clay County and all its principals, employees, officers, agents and servants (collectively, the indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any Participant, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable to the Contractor in the performance of its duties and obligations under this Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of the Contractor. The Contractor's obligations under this paragraph shall also apply to actions by third parties performed on behalf of the Contractor, pursuant to this Agreement.

VIII. TERMINATION

The CCSO may terminate this Contract for cause with 30 days' notice. In this event, the Contractor shall be compensated for work satisfactorily completed and for irrevocable commitments made.

IX. GENERAL CONDITION

This Contract constitutes the entire agreement between the CCSO and the Contractor and supersedes all prior written or oral understandings between the parties. This Contract may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

CONTRACTOR
Atkinson's Healthcare

BY: 

Robert Allen
(print name)

It's: President

DATE: September 15, 2014

CLAY COUNTY SHERIFF'S OFFICE

BY: 

Rick Besdar
(print name)

DATE: 9-17-14

STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the CCSO than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the CCSO).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the CCSO in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the CCSO shall have the number of days provided in the Act in which to make payment.

2. Any work or professional services subcontracted for by the Contractor for which the CCSO has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the CCSO only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.

3. In the event the contract or agreement is for professional services, charged on a time basis, the CCSO shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.

4. The CCSO shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:

5. The CCSO shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor.

6. If, and only if, travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the CCSO to reimburse the Contractor for the same, then the CCSO shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the CCSO shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the CCSO Detention Bureau Commander or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the CCSO by the Contractor under the contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the CCSO for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the CCSO without cost.

8. With respect to any indemnification by the CCSO provided under the contract or agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.

9. In that the CCSO is a governmental agency exempt from sales tax, the CCSO shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The CCSO shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the CCSO's budget for each fiscal year during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the CCSO is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

CONTRACTOR
Atkinson's Healthcare


BY: 

Robert Allen
(print name)

It's: President

DATE: September 15, 2014

CLAY COUNTY SHERIFF'S OFFICE

BY: 

RICK Beseler
(print name)

DATE: 9-17-14

Appendix A
to Agreement 14-005

SCOPE OF
SERVICES FOR
PHARMACEUTICAL SERVICES

PART ONE: BASIC SERVICES

5.01

Scope of Work

The Bidder shall provide and perform the following professional services which shall constitute the General Scope of Services under the covenants, terms, and provisions of this RFP.

The Clay County Sheriff's Office jail facility holds inmate (adult and juvenile) offenders and must provide medications and treatment when necessary. Prescription medications and Over the Counter medications will be ordered by the contracted Medical Doctor, Dentist, and Psychiatrist. Administration of medications are performed by LPN's and documented on the Medication Administration Record (MAR) within our Electronic Medical Record (EMR) software which requires a bi-directional interface for electronic orders. DEA, Florida State Statutes, Florida Model Jail Standards, and Florida Board of Pharmacy Rules apply.

The current demand for pharmaceutical medications ranges from 150-200 inmates per month. Treatments include, but are not limited to HIV, diabetes, psychotropic/mental health, chronic care illness, etc.

5.02.

TASKS

1. Communicate with the Jail EMR program in a bi-directional view for electronic ordering and documentation. Comply with IT for accuracy, privacy, and secure interface connections.
2. Provide all unit dosing medications and requested medical supplies for the inmate population with respect to all State and Federal Rules.
3. Provide acceptable delivery system of supply, including medication carts for distribution and Emergency Drug Kits to be fully stocked every 24 hours as needed.
4. Deliver medications daily and make arrangements to supply emergency/STAT medications within 2-4 hours to the facility as needed. Receivable Statement required.
5. Label all medications in accordance with Florida Model Jails Standards (FMJS) and all other applicable rules, regulation, and law.
6. Have available a registered Pharmacist for consultation 24 hours a day ascertained by a copy of Florida pharmacist license.

7. Pharmacist will assist in the destruction of any unused or outdated pharmaceutical medications, generally controlled substances, which will require the proper completion of DEA form.
8. Schedule annual pharmacy inspections as required and notify jail of change in pharmacy board rules.
9. Licensed Pharmacist must conduct monthly Quality Assurance Report, and attend quarterly staff meetings.
10. Arrange contractual agreement with a local pharmacy for back-up prescriptions. Generally used for releasing of patients and discharge planning. FMJS requires a minimum of 3 day supply to be released with inmates.
11. Provide monthly invoices for the jail including individual patient statement, jail stock items, and total monthly fee; including any medication credits due.
12. Schedule for weekly pick up of unused medications, verified accountability of returns, and applied credits as needed.
13. Packaging preference for the inmates is a properly labeled Multi-medication Strip packing or blister pack in a cycle of 7 days. Labeling requirements will be compliant with the Florida Model Jail Standards. No mail order medications will be accepted.
14. Provide Over-The-Counter medications for jail stock OTC's.
15. Provide an adequate response to system errors, and have readily available a Support Representative for technical failure within the interface connections.

On or before the fifteenth (15th) day of each month, the Contractor will be required to prepare and submit separate invoices for services rendered for the previous month. The Contractor will mail all billing requests for payment to Accounts Payable, Clay County Sheriff's Office, 901 North Orange Avenue, P.O. Box 548, Green Cove Springs, Florida 32043. Invoices may also be e-mailed to fiscal@claysheriff.com.

5.03

Location and Requirements

The CCSO Detention facility is located at 901 North Orange Avenue, Green Cove Springs, Florida 32043. This contract and performance will maintain Florida Model Jail Standards and F.C.A.C. to comply with Florida State, DEA, and Pharmacy Board rules and regulations.

5.04

Schedule

Provide Pharmaceutical Services as required in Section 5.02 above. CCSO will communicate with pharmacy/pharmacist for medication consultation, questions, or concerns.

5.05

Equipment

CCSO will:

1. Establish and maintain all Electronic Medical Records, MAR and documentation.

2. Provide nursing staff for distribution of, organization, and in house pharmacy control.
3. Provide secure, locked, temperature controlled space for medication substances.
4. Communicate with pharmacy for medication consultation, questions, or concerns.
5. Maintain Florida Model Jail Standards and F.C.A.C. to comply with Florida State, DEA, and Pharmacy Board rules and regulations.

The Contractor shall bear all risk of loss, damage or theft of contractor owned equipment under its care/use.

**5.06
Compliance**

1. The Contractor shall perform its obligations and functions hereunder in full compliance with all applicable laws of the United States or any of its agencies; the State of Florida; the County of Clay, and any applicable rules, regulations, or directives of any agency thereof.
2. The Contractor shall maintain at no cost to the CCSO, any and all licenses and permits, whether municipal, state, or federal, required for the performance of its obligations under this solicitation.
3. Security Clearance: Due to provision of services in the secured Clay County Jail facility, each individual providing service in the facility must undergo a security clearance process with the Sheriff's Office. Name badges will be issued upon contract agreement, and will be updated biannually. Prior to issuance, a background check will be conducted requiring full names of each individual that will be performing services or entering the detention facility, including date of birth and social security number.
4. PREA (Prison Rape Elimination Act) – All personnel will sign that this information was provided upon entering the detention facility.
5. CJIS Criminal Justice Information Services – Training must be completed for any and all personnel entering the detention facility who may have access to use or to view any computer monitors. This training will consist of an online video and questions to follow. A certificate will be available upon completion and must be attached to your personal file.
6. Review and training of policy and procedure for Clay County Sheriff's Office Detention facility is also required and will be scheduled with the Detention Training/Program Services Officer.

**5.07
Records**

The Contractor shall maintain all records and documents relative to the direct costs incurred by the contractor in the performance of its obligations and functions under this contract for a period of at least thirty-six (36) months from the date of receipt of the invoice covering such direct costs; which records and documents shall be subject to inspection or audit by the CCSO or its agent at any time during the period for which they must be retained to determine the accuracy of direct cost invoices previously submitted.

5.08

Performance

a. The Contractor shall perform all of its obligations and functions under this contract in accordance with all of the requirements and standards contained herein, and in a professional and businesslike manner. The CCSO makes clear its position that the quality of pharmaceutical services is a matter of highest concern to the CCSO due to the impact on detainees under the custody of the CCSO Detention Facility.

5.09

Financial Liability

Contractor must satisfy the CCSO that it has the financial stability required to operate under the terms and conditions of this contract.

PART TWO: COST OF OFFERED SERVICES

Brand Name Drugs: Average Wholesale Price – 16%, Plus \$4, billed \$1 weekly

Generic Drugs: Average Wholesale Price – 35%, Plus \$4, billed \$1 weekly

(Average Wholesale Price as published by Medispan)

Provide free of charge in bulk containers, the following over the counter items. Quantity limits reserved.

Acetaminophen 325mg and 500 mg

Aspirin 81 mg

Aspirin 325 mg

Calcium 500 mg

Calcium w/Vit D 500/200

Docusate Sodium 100mg

Ferrous Sulfate 325 mg

Multivitamin

Naproxen 220 mg

Ranitidine 75 mg

Vitamin B1 100 mg

Ibuprofen 200 mg

PART THREE: CORPORATE DETAILS

COMPANY NAME: Atkinson's Healthcare

ADDRESS: 100 Old Orange Park Road

Orange Park, Florida 32073

TELEPHONE: (904)264-7578

FAX#: (904) 269-8079

Robert Allen

Title: President

Kelly Davis

Title: Vice-President

E-mail Rob.Allen@AtkinsPharmacy.com

