CITY OF MARIANNA
SPECIAL CITY COMMISSION MEETING

JULY 14, 2020
4:00 P.M.

BY PHONE
DIAL 717-275-8940
ACCESS CODE 3384788#
OR
IN PERSON

CITY HALL
2898 GREEN STREET, MARIANNA, FL

1. **Call To Order**

2. **Roll Call**

   Mayor and Commissioners

   Travis Ephriam, Mayor/Commissioner
   Allen Ward, Mayor Pro Tem/Commissioner
   Kenneth Hamilton, Commissioner
   John E. Roberts, Commissioner
   Rico Williams, Commissioner

3. **Invocation And Pledge To The Flag**

4. **Approval Of Agenda (Additions Or Deletions)**

5. **Public Meeting/Forum**

6. **Presentations**

7. **Public Hearing**

8. **Planning/Development**

9. **Other Policy Matters**

9.A. Staffing Contracts MHRC

Post Approval

Documents:

AGENDA STAFFING CONTRACTS MHRC.PDF

9.B. Interlocal Agreement For Disbursement Of CARES ACT

Between the City and Jackson County

Documents:

AGENDA INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT.PDF

10. Mayor & Commission Report

11. City Attorney

12. City Manager/Administrative Reports

12.A. Employee Appreciation

12.B. Tentative Budget Schedule 20-21

Documents:

TENT BUDGET SCHEDULE 20-21.XLS

13. Adjourn

The City of Marianna is an Equal Opportunity Employer and a Drug-Free Workplace. In accordance with the adopted Section 504 Policy, the City will take affirmative steps to reasonably accommodate the disabled and ensure their needs are equitably represented in City programs and activities. Pursuant to Title VI and the Civil Rights Act of 1964, the City will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, language , income or family status. For assistance with EEO, Title VI or Section 504 matters contact Julie Chance at 850-482-4353. The City also has a Fair Housing Ordinance. For assistance with Fair Housing matters contact Kay Dennis at 850-482-2786. In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this meeting should contact the City Clerk's Office at 850-482-4353 no later than 3 days prior to the meeting. City Hall is located at 2898 Green Street, Marianna, FL.

CITY OF MARIANNA
COMMISSION AGENDA MEMO
SPECIAL MEETING
July 14, 2020

ADMINISTRATIVE STAFF REPORT

Subject: Staffing Contracts MHRC
Post Approval

Subject Background: The City of Marianna MHRC is in need of temporary staffing. Staff positions need to be filled due to shortage of staffing.

Recommendation: City Staff is recommending and the City Attorney has reviewed and approved, entering into contracts with:

- Favorite Healthcare Staffing
- Suwannee Medical Personnel

Potential Motion: I move to approve the recommendation.

Approved for agenda by:

817 NW 56th Terrace, Suite A Gainesville, FL. 32605
Phone 352-727-7790

BUSINESS VERIFICATION FORM

DATE SUBMITTED: 7/9/2020

FACILITY NAME: MARIANNA HEALTH + REHABILITATION CENTER (MHRC)
FACILITY ADDRESS: 4295 5th AVENUE, MARIANNA, FL 32446

FACILITY ADMINISTRATOR'S NAME: Melinda Gay Ph# 850-573-0189
FACILITY DON NAME: Cindy Mitchell Ph# 850-209-3296
FACILITY STAFFING COORDINATOR NAME: Jackie Pender Ph# 850-557-7292
FACILITY CONTACT FOR BILLING: Jennifer Collins Ph# 850-482-8091

FACILITY OWNER LEGAL NAME: CITY OF MARIANNA
DBA or ALTERNATE BUSINESS NAME: MHRC
CEO NAME N/A ACCOUNTS PAYABLE NAME: ______
ADRESS: ______ CITY: ______ STATE: ______ ZIP: ______
PHONE: ______ FAX: ______ EIN OR LICENSE #: ______
MANAGEMENT OR PARENT COMPANY: N/A
Phone #: ― WEB SITE: ―
TYPE OF ORGANIZATION: MUNICIPALITY X
______ PROPRIETORSHIP ______ NON PROFIT ______ CORPORATION ______ MANAGEMENT COMPANY
NUMBER OF YEARS IN BUSINESS: ______ ARE PURCHASE ORDERS REQUIRED: ______
ARE INVOICES PAID BY A MANAGEMENT COMPANY: (____) YES (____) NO. IF YES, PLEASE PROVIDE NAME, ADDRESS, TELEPHONE NUMBER AND CONTACT NAME: ______

―

LIABILITY INSURANCE CARRIER: Brown & Brown LIMITS: ______ (PROVIDE COPY)

PRINCIPALS

NAME: Jim Dean TITLE: City of Marianna SOCIAL SECURITY #: ______
ADDRESS: 2898 Green St CITY: Marianna STATE: FL ZIP: 32446
NAME: Melinda Gay TITLE: Administrator SOCIAL SECURITY #: ______
ADDRESS: 4295 5th St CITY: Marianna STATE: FL ZIP: 32446

BANK REFERENCES

BANK NAME: Regions Bank TELEPHONE #: 850-849-3476 CONTACT: Rhonda Sapp
ADDRESS: 2889 Green St CITY: Marianna STATE: FL ZIP: 32446
ACCOUNT NUMBER: 0247854286

TERMS AND AGREEMENT

A copy of each invoice is rendered and will be mailed to you weekly. Accounts which are not keep current will incur a monthly service charge of 1.5% of the past due balance. Billing adjustments must be requested to our Corporate within ten (10) days of the invoice date. It is required that the undersigned individually and unconditionally guarantees prompt payment of all indebtedness of the business entity named herein. Should this account be referred to an outside agency or attorney for collection, the undersigned agrees to pay all legal fees and other cost incurred by Suwannee Medical Personnel. The undersigned authorizes the above named business references to furnish credit information to Suwannee Medical Personnel for the purpose of processing this application. Terms have been fully explained and I the undersigned, understand that service may be held if our account becomes delinquent.

[signature] for Melinda Gay | Administrator | 7/10/20

Signature for above facility **Title** **Date**

LuAnn Bedley for Melinda Gay

Print Name

Approved by:

Suwannee Medical Personnel Representative | Title | Date

MARIANNA HEALTH AND REHABILTATION
4295 Fifth Ave, Marianna, FL 32446

	Non-COVID	COVID Unit	
RN	$48.00/Hour	$60.00/Hour	All Shifts
LPN	$36.00/Hour	$47.00/Hour	All Shifts
CNA	$24.00/Hour	$32.00	All Shifts

HOLIDAYS: BILLED AT TIME AND ONE HALF (from 7pm the day prior to 7am the day after)

New Year's Eve 3pm	New Year's Day	Easter	Memorial Day
Independence Day	Martin Luther King Jr.	Labor Day	Thanksgiving
Christmas Eve 3pm	Christmas Day		

CANCELLATIONS:
If less than two (2) hours notice to cancel our employee is given, Client will be billed two (2) hours at the normal bill rate. If SMP employee is confirmed for a shift and is canceled upon arrival without notice, Client will be billed four (4) hours at the normal bill rate.

STAT CALLS:
Client will be billed for the entire shift if the facility calls with less than two (2) hour notice indicating that a position needs filling ASAP. If a SMP employee fails to arrive at the facility within two (2) hours after confirmation of the shift, Client will only be billed for the time worked by the SMP employee.

CHARGE:
If a SMP employee is in charge of the area worked, the facility will be billed an additional four ($4) dollars an hour of the regular bill rate.

OVERTIME:
SMP bills at time and one half (1 1/2) for any time worked by a single employee over forty hours during our workweek at your facility.

PLACEMENT FEE:
Client agrees not to hire Suwannee Medical Personnel staff while on assignment and for a period of six (6) months after employee has worked a final assignment at Client facility. If Client wishes to hire SMP employee, Written notification must be sent to SMP indicating wanting to hire employee. After notification is received by SMP, the Client has two Placement Fee options:

1. Client agrees to work employee through SMP services for 40 hrs/week for 13 weeks. Once this is fulfilled, Client may hire SMP employee with no further Placement Fee.
2. Client may pay a one-time Placement Fee of 20% of salary offered to SMP employee. A minimum Placement Fee of $4000 regardless of salary offered per SMP employee. Payment is due in full within 30 days of date SMP employee is hired by Client.

**Client must indicate in written notice which Placement Fee payment option fee chosen by Client.*

PAYMENT DEFAULT:
In the case of default of payment, the prevailing party will recover all attorney's fees and expenses incurred during collections. Jurisdiction: Exclusive venue for any dispute will be in Alachua County, Florida. Payment is to be made to the corporate office of Suwannee Medical Personnel at; 817 NW 56th Terrace, Suite A. Gainesville, FL 32605, Attn: Accounts Receivables.

PAYMENT TERM: Net 45 days.

Client:
[signature]
Signature
JAMES R DEAN
Print Name
Title CITY MANAGER Date 7/9/20

Suwannee Medical Personnel:
Fred Rogers
Fred Roger RN, VP

Date 7/7/2020

ADDENDUM TO AGREEMENT

To assure quality and clarity of the services Suwannee Medical Personnel (hereinafter referred to as "company") and Client acknowledge the following information:

- Company will not use subcontractors unless requested or/and approved by Client
- Company will determine competencies of its employees for hiring purposes. Clients may approve or reject employee candidates based on the Client's needs.
- Client may only reassign company employees to areas of practice within their clinical competence.
- The employee candidates providing services are employees of Suwannee Medical Personnel.
- Client will notify company immediately of any incident, error, or sentinel event involving a company employee. Client will call the local company branch's main phone number regardless of day or time of the event to be reported. Client will notify company immediately of any occupational accident, injury or potential safety hazard involving company employees. Client will call the local company branch's main phone number regardless of day or time of the event to be reported.
- Office Business Hours 8:30am – 5pm Monday through Friday. Company Staffing Coordinators operate 24 hours per day / 7 days per week.
- Client will orient company employees to the Client's relevant unit, setting or program-specific policies and procedures.
- For Service Requests or Emergency the local Branch Phone Number is accessible 24 hours/day, 7 days/week, the phone number is: 850-526-1511
- The local Branch Primary Contact is: Stefanie Maddox and Tammy Maybon

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2019

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	
Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Marlena Randall PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729 E-MAIL ADDRESS: marandall@bbdaytona.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Columbia Casualty Company	31127
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

MARIANNA HEALTH & REHABILITATION CENTER
4295 5TH STREET AVE.
MARIANNA FL 32446

COVERAGES CERTIFICATE NUMBER: CL1910213350 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			5091233849	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 250,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 250,000
							GENERAL AGGREGATE	$ 750,000
							PRODUCTS - COMP/OP AGG	$ Included
							EBL	$ 250K/750K
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional			5091233849	10/01/2019	10/01/2020	Each Claim	250,000
							Aggregate	750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Marianna Health & Rehabilitation Center 4295 5th Ave Marianna FL 32446	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

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RATE SCHEDULE
NURSING HOME FLORIDA

Please fill in Client Information:	
Client Legal Name	CITY OF MARIANNA - MARIANNA HEALTH & REHAB CENTER
Address	4295 5TH AVENUE
City, State, Zip	MARIANNA, FLORIDA, 32446
Attention	FACILITY ADMINISTRATOR - MELINDA GAY

These Rates and Standard Terms and Conditions become effective upon services provided to Client. In the event services are provided to Client by Favorite, and this agreement is not signed; Client's acceptance of our services will be deemed as acceptance of the terms of this agreement.

1. RATES

Rates include all payroll expenses, taxes, liability insurance, worker's compensation, and bonding, and are subject to change with a written notice.

	Weekday			Weekend		
Classification	**DAY**	**EVE**	**NIGHT**	**DAY**	**EVE**	**NIGHT**
RN	55.95	55.95	55.95	59.95	59.95	59.95
RN Charge	60.95	60.95	60.95	64.95	64.95	64.95
LPN	44.95	44.95	44.95	47.95	47.95	47.95
CNA	25.95	25.95	25.95	27.95	27.95	27.95

2. OVERTIME

Work week begins Saturday at 7:00 AM. Weekend rates begin Friday at 3:00PM and end Monday at 7:00AM. Overtime rates will apply as indicated by local labor statute.

Hours in Excess of:	Per:	Overtime Multiplier:
40.00	Week	1.50

3. HOLIDAYS

The following holidays will be charged at 1.5 times regular rate:

HOLIDAY	SHIFTS
New Year's Eve; Christmas Eve	3-11, 11-7
New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day	7-3, 3-11, 11-7

4. CANCELLATIONS

A. Per Diem

Minimum billing rate once supplemental personnel have started to work is 4 hours.

Client may cancel 2.00 hours prior to the start of the shift. If Client cancels with less than a 2.00 hour notice, Favorite will bill for 2.00 hours at the regular hourly rate.

B. <u>Travel</u>

1. Client may cancel an assignment prior to starting with a two (2) week prior written notice. If Client gives less than a two (2) week prior notice, Favorite will bill Client for one (1) week at the appropriate bill rate.

2. In the event Client finds it necessary to terminate a Contract THP's assignment during the assignment, for no fault of Favorite or Contract THP, the Client shall reimburse Favorite for one (1) week at the appropriate bill rate, and for all contractual obligations for transportation and housing incurred as a result of Favorite's placement of Contract THP with Client.

3. Client acknowledges that a reimbursement or other expense allowance arrangement exists between the parties with respect to housing and meals paid to healthcare professionals who are on travel assignments. Favorite will provide a statement to Client on an annual basis of the reimbursement amount which may be subject to tax deduction limitations.

5. OTHER

A. Orientation shifts are billed at the regular hourly rates.

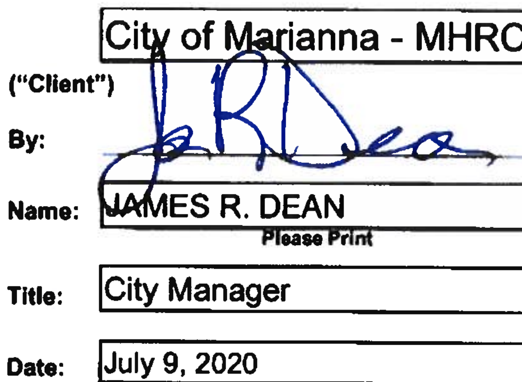
B. Unless otherwise agreed upon in writing, Favorite's *Standard Terms and Conditions of Service and Standard Hiring Practices*, published at www.favoritestaffing.com, shall apply and can be found by going to "MENU", "CLIENT SERVICES". All of these current Terms and Conditions have already been incorporated into this agreement.

Favorite and CLIENT agree that rates will be reviewed annually and will be subject to incremental adjustments at a minimum rate in accordance with the current Consumer Price Index. Such adjustments shall apply when applicable as an offset to increasing overhead costs attributable to expenses such as but not limited to: payroll taxes, workmen's compensation, unemployment expenses, health benefits, meals/incidentals and lodging, etc. Rate adjustments will be provided with a written notice, and agreed upon by mutual written agreement.

6. SIGNATURE

City of Marianna - MHRC

("Client")

By: 

Name: JAMES R. DEAN
Please Print

Title: City Manager

Date: July 9, 2020

Joint Commission Health Care
Staffing Services Certification

STANDARD TERMS AND CONDITIONS OF SERVICE

This document describes the standard terms and conditions for the provision of services by Favorite Healthcare Staffing, Inc. to its clients. In the event any of these terms and conditions conflict with other arrangements agreed upon in writing or stated in a Favorite Healthcare Staffing, Inc. agreement or rate schedule, such other terms and conditions shall apply. Changes to these standard terms and conditions of service may occur from time to time and will be published at the www.favoritestaffing.com public website and can be found by going to "MENU", "CLIENT SERVICES".

DEFINITIONS

A. THP is a temporary healthcare professional working as an employee of Favorite on assignment at Client.
B. Per Diem THP is any THP not regarded as a Traveler under this agreement.
C. Traveler is any THP provided by Favorite for whom a Confirmation of terms of an assignment of not less than 4 weeks in duration has been made by Client.
D. Confirmation is the Client's written acceptance of a particular Traveler to fill a specific Client need

The Responsibilities of Favorite Healthcare Staffing, Inc.:
It is Favorite Healthcare Staffing, Inc.'s responsibility to:

1. Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services.

2. Provide service coordinator staff on a 24 hour per day, 365 day per year basis to receive and process service requests and changes.

3. Match client service requests with Temporary Healthcare Personnel (THPs) who are properly screened and qualified in accordance with our standard hiring practices.

4. Provide clients, upon request, with documentation of the skills and qualifications of assigned personnel either via e-mail or facsimile.

5. Instruct all THPs to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate client inspection.

6. Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).

7. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; as set forth in subparagraph h. below, the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.

8. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

9. Maintain a system documenting, tracking, and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided. (It is the Clients' responsibility to promptly notify Favorite Healthcare Staffing within 24 hours of when an incident occurs. Upon notification, Favorite Healthcare Staffing will then implements incident tracking/resolution processes and communicate with the client as needed.) Client may be required to provide written documentation to Favorite to facilitate the investigation and potential corrective actions of incidents. Depending on the severity of the incident; Favorite will also have our Risk Oversight Committee review and make recommendations.

10. Maintain general liability insurance and professional liability insurance with limits equal to or greater than $1,000,000 per occurrence and $3,000,000 aggregate and to provide certificates of insurance on request.

11. Not use subcontractors in the usual course of providing staffing services unless otherwise contracted for and approved in writing.

12. Not discriminate in employment with respect to race, religion, sex, creed, disability or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.

13. Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.

Joint Commission Health Care
Staffing Services Certification

STANDARD TERMS AND CONDITIONS OF SERVICE

The Roles/Responsibilities of Client:

1. Make final determination of the suitability of THP documented competencies and experience as presented by Favorite Healthcare Staffing, Inc. for the designated assignment.

2. Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, Infection Prevention, and Fire and Safety, OSHA and EMR/Charting (if applicable).

3. Manage Favorite Healthcare Staffing, Inc.' THPs consistent with their own policies and procedures and address any incident consistent with those policies and procedures. Promptly notify (within 24 hours) Favorite Healthcare Staffing, Inc. by written documentation of any unexpected incidents, errors and sentinel events that involve THPs and of any occupational safety hazards or events that involve THPs.

4. Recognize Favorite Healthcare Staffing, Inc.' policy regarding the floating of staff whereby THPs are instructed not to accept a floating assignment if they do not have the skills required to perform a competent level of care.

5. Assist Favorite Healthcare Staffing, Inc. with the periodic evaluation (no less than annually) of THP job performance. Travelers will be evaluated after each assignment.

6. If applicable, when advanced practice services are requested (NPs and/or PAs), it is the responsibility of the CLIENT to have an executed copy of the Collaborative Agreement between the advanced practice personnel and the collaborating physician.

7. Promptly notify (within 24 hours) Favorite Healthcare Staffing, Inc. by written documentation of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence, or misconduct. In such event the client shall only be obligated to compensate Favorite Healthcare Staffing, Inc. for actual time worked by the THP.

8. If unable to resolve a problem or complaint at the branch or department level, please refer to our Client Grievance Policy located on our website at www.favoritestaffing.com for instructions on how to submit a grievance to Favorite or to report concerns to The Joint Commission. Client may submit a grievance in writing to the corporate office by mail or by email to clientcomments@favoritestaffing.com or by calling our corporate office Human Resources/Quality Assurance Director at 800-676-3456.

9. Provide at least two hours notice of any cancellation of assignment or accept responsibility for payment of two hours of service at the applicable rate for Per Diem shifts. Travelers should not be cancelled unless rescheduled within the same week. Minimum billing once THP has started to work a four (4) hour or greater assignment is 4 hours

10. Timely and accurately approve THP's time via Favorite's Timecard Mobile App. THP will provide the shift information via mobile phone to the Client and Client will review, approve and sign on the THP's mobile phone. Once a THP's timecard has been approved it will be submitted to Favorite Healthcare electronically and an email confirmation will be sent to the Supervisor if they choose to receive one. Weekly invoices will include a copy of the Supervisor's signature along with the approval details for each shift. A copy of our Timecard Mobile App Instructions can be found on our website at www.favoritestaffing.com for Client's convenience and reference. If the Client requires the THP to provide additional information such as nursing notes, narratives, etc., the Client approval acknowledges the receipt of such additional information.

11. Remit payment for services directly to Favorite Healthcare Staffing, Inc. upon receipt of invoice, **no later than 30 days**. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by Favorite Healthcare Staffing, Inc.' Accounts Receivable department within 15 days. This notification must be made by one of the following means.

    By telephone: (800) 676 – 3456
    By fax: 866-291-1511
    By e-mail: accountsreceivable@favoritestaffing.com

    By U.S. mail to:
    Favorite Healthcare Staffing, Inc.
    Attn.: Accounts Receivable
    7255 W. 98th Terr., Suite 150
    Overland Park, KS 66212

12. Pay interest equal to 1.5% per month plus cost and disbursements, including reasonable attorney and/or collection fees, incurred in the collection of the client's account in the event client fails to remit payment within 30 days from the invoice date.

13. To help offset the additional administrative and compliance costs attributable to the Affordable Care Act, an ACA surcharge will be applied at a minimal cost of $0.35 per hour for the total hours billed on each invoice as a separate line item for the services we provide to your facility. This minimal cost is to cover the expenses of compliance and avoid any concerns by our clients that they may be liable under co-employment laws. We are committed to being fully compliant with ACA to give our clients peace of mind. We feel the surcharge will make for ease of implementation with the least amount of complication. Our goal is that the surcharge will have minimal impact on your facility.

STANDARD TERMS AND CONDITIONS OF SERVICE

The Roles/Responsibilities of Client Cont'd:

These terms shall apply unless this right is specifically protected in accordance with state and/or local law. (In accordance with the MN Statute 144A.72 Favorite will not, in any MN contract, with any MN employee or MN health care facility, require the payment of liquidated damages, employment fees, or other compensation should the employee be hired as a permanent employee of a health care facility. *The following Direct Hire/Temp to Perm terms will apply for all allied personnel and/or personnel not providing "direct patient care" excluding clinical RNs, LPNs, and CNAs in the State of Minnesota)*

1. **Direct Hire Option:**
   The direct hire fee shall be equal to the following percent of the candidate's first year's annualized salary for any candidate presented to Client by Favorite who accepts a position. Salary amount will be listed on the employment letter for the candidate; a copy of this letter will be provided to Favorite.

Position Level	Job Specification	Direct Hire Fee
Staff Position	Registered Nurse, Licensed Practical Nurse, Certified Nursing Assistant, Case Manager, Charge RN, Health Informatics, and all Non-Clinical positions (Medical Biller, Coder, Admin Clerk, Janitor, etc.)	18%
Mid-Level	Nurse Practitioner, Physician Assistant, Department Manager/Director	20%
Executive Level	Director of Nursing, VP Operations and C-Level Healthcare Personnel	25%
Physicians	All areas of specialty	20K

A. Client agrees to make payment to Favorite in the following manner:
   i. Client will be invoiced upon confirmation of placement for each candidate.
   ii. Full payment of the direct hire fee will be due to Favorite within thirty (30) days of the invoice date.

B. Direct Hire Guarantee: In the unlikely event that the client is unsatisfied with a candidate provided by Favorite prior to completion of ninety (90) days of the start date the client may choose to end the candidate's employment, resulting in a credit on a replacement as follows:

0 – 30 days	100% credit
31 – 60 days	50% credit
61 – 90 days	25% credit

   i. No replacement will be offered in the event of layoff, a substantial change in the original job description, or elimination of the position.
   ii. Credits may be used immediately or within twelve (12) months beginning at the termination date. A credit may be used for the original candidate search; any deviation from this will need to be approved in advance by Favorite.
   iii. Client will not directly hire a candidate from Favorite or another staffing agency for 12 months from when Favorite initially presented the candidate for hire. If the 12 month period is not honored, the full Direct Hire Fee's associated above shall apply.

2. **Temp-to-Perm Option:**
   A Temp-to-Perm position will include a temporary hourly bill rate and a reduced permanent placement (conversion) fee upon the successful completion of the temporary portion of the assignment based on the fee schedule as shown below. Full payment of the placement fee is due within 30 days of the Temporary Healthcare Professional's start date as an 'employee' of the client. These terms shall apply unless this right is specifically protected in accordance with state and/or local law. Fee Schedule on following page:

Hours Worked at Facility Through Favorite:		Permanent Placement Fee:
0-249	=	100% of Direct Hire Fee
250-579	=	75% of Direct Hire Fee
580-1079	=	50% of Direct Hire Fee
1080+	=	No Fee

Joint Commission

The Joint Commission standards under which Favorite is certified relate to quality and safety of care issues as impacted by Favorite's temporary healthcare professionals. Anyone believing that he or she has pertinent and valid concerns about such matters should report these to the management of Favorite Healthcare Staffing either at the branch office or the corporate office (please see our web site at www.favoritestaffing.com for contact information). If the concerns cannot be resolved through Favorite, the individual is encouraged to contact The Joint Commission.

Phone: *800-994-6610*
E-Mail: *patientsafetyreport@jointcommission.org*
Fax: *630-792-5636*

Mail: *Office of Quality and Patient Safety*
The Joint Commission
One Renaissance Boulevard
Oakbrook Terrace, IL 60181

Online: *www.jointcommission.org*

Joint Commission Health Care
Staffing Services Certification

1. THE FOLLOWING DOCUMENTATION IS COLLECTED AND RETAINED IN THE PERSONNEL FILE:

A. License Verification: Primary Source On-Line Verification of the employee's license/certification verified with the state, unless the state does not offer verification.

B. Certifications: Primary Source verification of any C.P.R. card and/or other certifications (ACLS, PALS, etc.) as required.

C. Skills Inventory: A comprehensive skills inventory appropriate to job classification and age-specific self-assessment.

D. Picture Identification: A photo I.D. from a reliable source.

E. Pre-Employment Screening: All applicants are subjected to a 10 panel drug screen and otherwise tested in accordance with applicable regulatory requirements.

F. Criminal Background Investigation: All applicants are checked in a manner compliant with the requirements of our clients and always in accordance with government regulations. **Favorite will also follow the Florida State AHCA background check inclusive of a fingerprint check.**

G. OIG/GSA: Automatically checked on all new hires and then approximately every 3 months thereafter.

H. I-9: Documentation and verification upon Pre-employment.

I. Education: Documentation of Education associated with profession/class. (We accept if it is documented on the application)

J. Work History: Documentation of work history associated with profession/class. (We accept if it is documented on the application)

K. Annual Training and Orientation: Evidence of a yearly review of Fire & Safety, Infection Prevention, Hazardous Waste, Joint Commission Patient Safety Goals and OSHA and HIPAA Privacy and Security standards is required of all Favorite Healthcare Staffing, Inc. employees.

L. References: At least two satisfactory written or verbal references verifying work performance in applicable clinical areas.

M. Health and TB Test: Pre-employment health statement by a physician, physician's assistant or nurse practitioner. Upon hire and annually, TB within the past year/or TB questionnaire and current clear chest x-ray. Other specific health requirements as directed by client or state health guidelines. Each applicant must have received the Hepatitis B vaccination series or have provided a declination.

N. Testing: Documentation of applicants' competency tests for most clinical staffing areas. A passing grade of 80 percent or better must be obtained. Certain specialty areas and paraprofessional testing may be replaced with client interview or other evaluation.

2. INTERVIEW, PLACEMENT AND ORIENTATION:

A. Prospective employees are interviewed by the branch director or designee. During the interview, emphasis is placed upon work history, clinical expertise and review of the testing results.

B. Information is provided to applicants regarding performance requirements, Favorite's policies and procedures and, in many cases, specific policies and procedures of client institutions.

C. The assignment of employees is made with consideration for the skills and expertise of the employee, the needs of the client and ultimately the client's acceptance of the suitability of the employee to perform the duties of the assignment.

D. Favorite Healthcare Staffing, Inc. assists its client institutions, as requested, with implementation of their orientation policies and procedures.

CITY OF MARIANNA
COMMISSION AGENDA MEMO
SPECIAL MEETING
July 14, 2020

ADMINISTRATIVE STAFF REPORT

Subject:	Interlocal Agreement For Disbursement of CARES ACT Between the City and Jackson County
Subject Background:	The Jackson County Board of County Commission (JCBCC) received allocated funding from thru the State of Florida, under the CARES Act. These funds are to disbursed thru the County to entities within Jackson County to include cities. In order to participate in that funding the City of Marianna will need to enter into the subject Interlocal.
Recommendation:	City Staff and the City Attorney have reviewed the Interlocal and find it to be acceptable.
Potential Motion:	I move to approve the Interlocal between the City and JCBCC.

Approved for agenda by:

INTERLOCAL AGREEMENT FOR DISBURSEMENT OF CARES ACT

WHEREAS, Jackson County, Florida, a political subdivision of the State of Florida ("County") and the City of MARIANNA a Florida municipal corporation ("City") (collectively referred to as the "Parties"), each acting by and through it respective Board of Commissioners/Council enter into this Interlocal Agreement (hereinafter "Agreement") for the acknowledgment, acceptance and authorization of the distribution of federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) ("CARES Act") and that CARES Act Funding Agreement between Jackson County, Florida and the State of Florida, Department of Emergency Management (Agreement Number: Y2294) ("Funding Agreement") and the City of MARIANNA's strict compliance with all terms stated herein and attached, and

WHEREAS, the Agreement set forth various agreements and obligations related to the City of MARIANNA's request for CARES Act funds and its pending disbursement of up to $944,638 and

WHEREAS, Jackson County was directed under the Funding Agreement to distribute funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act; and

WHEREAS, the County has deemed it appropriate and permissible under the Funding Agreement to reimburse funds to the City of MARIANNA, subject to the conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the City agrees as follows:

1. The City of MARIANNA has acknowledged receipt, review and full compliance with the executed Funding Agreement dated June 18, 2020 (hereinafter "CARES Act Agreement No. Y2294 and/or "agreement" and attached to be incorporated as Exhibit "A" to this agreement) between Jackson County and the State of Florida, Division of Emergency Management.

2. The City of MARIANNA fully accepts and shall strictly adhere to the CARES Act Funding Agreement.

3. The City of MARIANNA fully understands that only eligible expenditures may be reimbursed. Additionally, the City of MARIANNA understands expenditure reimbursements are subject to further review and may be found uncompliant or ineligible. If the State/Federal review finds the reimbursement ineligible, the City of MARIANNA will be fully responsible for refunding/returning funds to the County within 30 days from date of official written request.

4. The City of MARIANNA releases, waives, holds harmless, indemnifies and forever discharges Jackson County, its employees, officials, agents, contractors, successors and assigns of and from any and all additional terms, claw-back provisions, claims, actions, causes of action, demands, costs, expenses or compensation whatsoever, that the City now has or its and its successors and assigns may have in the future on account of or in

any way relating to the authorizing action of Jackson County Board of County Commissioners for the release and distribution of the CARES Act Funds pending formal request by the City of MARIANNA (council/commission) for the intergovernmental assistance and support of the distribution, monitoring and strict adherence to the terms required of this project funding.

5. The City of MARIANNA hereby represents its legal standing, authority and viability under the Funding Agreement as a qualified recipient of these funds and its actions are permissible and hereby holds harmless Jackson County and its Board of County Commissioners its employees, officials, agents, contractors, successors and assigns of and from any and all claims, actions, causes of actions, demands, costs, expenses, fine, penalty, damage that may arise from any and all challenge to these rights affirmed herein. In the event Jackson County incurs any fees, costs, or expenses hereunder in connection with a claim, including reasonable attorney's fees, the City agrees to reimburse Jackson County within 10 days of receipt of demand for reimbursement.

6. City and County shall continue to cooperate in the monitoring and proper and authorized use of the subject CARES Act funding.

7. The City of MARIANNA shall strictly adhere to all terms and conditions to the attached Funding Agreement including but not exclusive to Paragraphs 7, 8, 9, 10 and 11 (itemized and restated herein for emphasis).

8. This Interlocal Agreement shall be filed with the Clerk of Circuit Court pursuant to Florida Statutes section 163.01(11) and shall be effective as of the date of filing.

9. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by both parties.

10. This document represents the complete and final understanding of the parties and incorporates and supersedes all prior negotiations, agreements, and understandings applicable to the matters contained herein.

Dated this ____ day of ________, 2020.

CITY OF MARIANNA
a Florida Municipal Corporation

ATTEST:

By: ______________________________
Mayor

____
Clerk

Approved to as legal form:

____

ATTEST:

Jackson County, Florida
Board of County Commissioners

By:

Hon. Clint Pate, Chairman

Clayton O. Rooks, Clerk/Deputy Clerk

Approved to as legal form:

Michelle Blankenship Jordan,
County Attorney

CITY OF MARIANNA
BUDGET ADOPTION SCHEDULE
2020-2021 FISCAL YEAR

June 1, 2020		Budget Worksheets Delivered to Departments
June 15, 2020		Departments submit First Budget Request to City Clerk
June 24, 2020		Department Head/Supervisors Meeting with City Manager/Clerk
July 1, 2020		Certification of Taxable Value by Property Appraiser
July 7, 2020		Deliver Budget to Commissioners (1st Draft)
7/14 & 7/15	4:00 P.M.	City Commission Workshop Fiscal Year 2020/2021 Budget Discussion (1st Workshop)
July 16, 2020	5:00 P.M.	Special Meeting To Set Proposed Tentative Millage Rate FY 2020/2021
No later than August 4, 2020		File Form DR-420 and DR 420-MMP with Property Appraiser
No later than August 24, 2020		Notice of Proposed Taxes (TRIM Notice) mailed by County Property Appraiser's Office to property owner
September 15, 2020	5:01 P.M.	City Commission Meeting - First Public Hearing Fiscal Year 2020/2021 Adoption of Tentative Budget and Millage Rate
September 17,2020	N/A	Publication of Legal Ad - Regarding Adoption of the Final Budget and Millage Rate
September 21, 2020	5:01 P.M.	City Commission Meeting - Second Public Hearing Fiscal Year 2020/2021 Adoption of Final Budget and Millage Rate
September 22, 2020	N/A	Certified Copy of Resolution adopting Final Millage Rate forwarded to County Property Appraiser, Tax Collector and DOR
End of September 2020	N/A	Certification of Compliance submitted to DOR