

CS-13163

\* PLEASE RUSH \* RECEIVED

CONTRACT APPROVAL FORM CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
cm2118

CONTRACTOR INFORMATION

2014 MAY -5 PM 4:45

Name: PsyBar LLC
Address: 6600 France Avenue South, Suite 640, Minneapolis, MN 55435
Contractor's Administrator Name: Valerie Belmonte Title: Case Manager
Tel#: 952-285-9000 x 12 Fax: 952-848-1798 Email: valerieb@psybar.com

CONTRACT INFORMATION

Contract Name: Fitness for Duty Evaluation Contract Value: est. \$2,500 - \$3,500
Brief Description: Services requested to complete a mental fitness for duty evaluation for an employee.
Contract Dates : From: ONE TIME SVC Status: X New \_\_\_ Renew \_\_\_ Amend# \_\_\_ WA/Task Order
How Procured: \_\_\_ Sole Source \_\_\_ Single Source \_\_\_ ITB \_\_\_ RFP \_\_\_ RFQ \_\_\_ Coop. X Other \_\_\_ Professional Svcs

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: No Increase
New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Chelsea Pope Department Head Signature Date 5/5/14 Funding Source/Acct # 04223522-531031
2. Charlotte Young Contract Management Date 5/6/14
3. [Signature] Office of Management & Budget Date 5-6-14
4. [Signature] County Attorney (approved as to form only) Date 5-6-14

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] Ted Selby Date 5/6/14

14 MAY -6 AM 9:25

PROCESSED
COUNTY MANAGER OFFICE

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance



## EMPLOYER SERVICE AGREEMENT

Dear Employer:

We are very pleased to have the opportunity to work with you. If you would like PsyBar to schedule an evaluation, please complete all the forms that follow and return them to us by fax immediately.

***Evaluations cannot be scheduled/confirmed until all of this information is received by PsyBar.*** Once received, we will proceed in selecting a doctor to evaluate your employee. We are sending you this letter in advance of providing you any services to clarify our working relationship. Once an expert has been selected and an appointment scheduled, you will receive a document that includes a fee estimate, the evaluating doctor's name and location as well as time and date of the appointment. **Please be sure that you notify the employee of the appointment when we give this information to you. PsyBar will not be notifying the employee.**

We encourage all of our examiners to perform objective psychological testing in their evaluations to enhance the quality of the services they provide to you. The forensically experienced doctors whom we prefer usually view Fitness for Duty Evaluations / Risk Assessments as a relatively stressful area of specialization. Treating doctors are usually not trained to perform these assessments. We offer you consultation to help you draft referral questions, select the correct doctor, and discuss the doctor's conclusions. We provide all of our doctors with customized evaluation protocols, and reports are first reviewed by a doctoral-level expert on our staff before they are forwarded to you. In this process we consult with, but do not supervise, the independent doctor. This combination of procedures makes PsyBar unique, and helps us provide you with excellent service. If you wish to have another fitness for duty evaluation or any other future services from the doctor we select, either on this or on another employee, you agree that you will not work independently with the doctor PsyBar introduces to you in this matter, but will only do so through PsyBar.

It is often helpful if the doctor performing this evaluation has the employee's relevant medical records. We suggest that you contact your employee now and, if they are willing, have them quickly obtain these records from their doctor(s) and/or counselor(s). They should deliver these records to our doctor's office as soon as possible. Only the employee (rather than PsyBar) can provide their medical information. Remember that our doctor might share any information you give, verbally or in writing, with your employee for purposes of conducting a thorough examination. In most instances PsyBar is obligated to provide the employee a copy of the doctor's report, if requested.

Re-scheduled appointments or cancellations occurring less than three full business days in advance will be charged at approximately \$850. All cancellations and re-scheduled appointments must be made with PsyBar before 4:00 PM central standard time or they will count as having been made the following business day. Approximately \$1250 will be charged for cancellations or no-shows which occur on the scheduled appointment date. On occasion, employees have conflicts with their personal schedule, transportations issues or are simply uncooperative. In these instances, the appointment can either be rescheduled or cancelled. For cases in which cancellation/request to reschedule occurs four or more business days prior to the scheduled evaluation, a \$250 set up fee will be charged to reschedule with the same doctor. If the same doctor does not have availability acceptable to you/the employee, thereby necessitating a new doctor search, the set up fee will increase to \$500.

You agree to abide by all applicable privacy laws and regulations in your handling of information. PsyBar and the doctor can only provide you with information if the employee agrees to sign the appropriate release and consent forms at the doctor's office. If the employee declines to sign or rescinds these forms, you will still be billed for the services and/or late cancel fees.

Payment for all invoiced services is due upon receipt of invoice from PsyBar. Interest will be assessed at 1.5% monthly for charges not paid within 30~~45~~ days. You agree to reimburse us for reasonable costs of collections.

~~Engaging PsyBar is your agreement to indemnify and hold harmless PsyBar and all of our officers and employees from any claims (including third party claims), losses, penalties, costs (including reasonable attorney's fees from legal representation chosen by PsyBar) and any and all damages in any way resulting from the services provided to you by PsyBar staff and PsyBar's independent evaluation doctors. (This indemnification and hold harmless agreement does not, however, limit your right to directly pursue only the independent psychologists and psychiatrists selected by PsyBar to perform evaluations).~~

Our experts inform us that dangerous behavior is often difficult, if not impossible, to predict. Particularly in the area of risk assessment, psychological/psychiatric evaluation complements, but does not replace, a broad investigation of your employee to verify the existence of potentially dangerous behavior.

PsyBar's doctor will generate a brief report for you, which will primarily consist of direct responses to your questions. This is consistent with applicable laws and best practices which recommend including the minimum necessary information to answer the referral question(s). If this is not acceptable to you, and you would like a more detailed report, please let us know immediately so we can discuss the matter and possibly give different instructions to the expert.

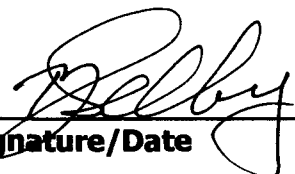
Your signature at the bottom of this agreement constitutes your request for a copy of the evaluation report generated by this assessment, and your agreement with the terms of this letter.

Although we typically schedule evaluations to occur within one to two weeks of receipt of this agreement from you, occasionally it will take us longer to find a doctor who will have time available in his/her schedule. Often doctors in our network must re-arrange their schedules to accommodate your urgent need. Please understand that we are facing these obstacles when we schedule your employee's evaluation.

We are pleased to have the opportunity to work with you.

**I understand that the above terms constitute a binding agreement. If any part of this agreement is deemed to be invalid, the remainder of the agreement shall be enforceable. The undersigned has authority on behalf of his/her employer to enter into this agreement.**

T.J. Selby County Manager  
Print Name/Title

 5/6/14  
Signature/Date