

**AGREEMENT  
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC \_\_\_\_\_

This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Maxim Healthcare Services, Inc., having its principal place of business at Columbia, Maryland (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

County executed effective 7/1/2008 Purchase Agreement CN08142 with Contractor in the amount of \$99,000 for the period of July 1, 2008 through June 30, 2009. During the term of that Purchase Agreement, County anticipates that Contractor will provide, at the request of County, a greater number of services than originally contemplated by the Purchase Agreement, and will incur total expenses beyond the value of the Purchase Agreement and in excess of \$100,000. This Agreement, which is made to cancel, nullify, and supersede Purchase Agreement CN08142, provides a total of \$190,512 for Fiscal Year 2008 – 2009.

**THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Mike Hemelt (telephone number 4109101357) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
  
2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

A. To County: Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, CA 93110

To Contractor: Mike Hemelt, Controller  
Maxim Healthcare Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046

Copy to: Maxim Staffing Solutions  
2605 South Miller Street, Suite 102  
Santa Maria, CA 93455  
ATTN: Accounts Manager

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- B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.
  4. **TERM.** Contractor shall commence performance by **7/1/2008** and complete performance by **6/30/2009**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.
  5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the Contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.
  6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
  7. **STANDARD OF PERFORMANCE.** Contractor represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
  8. **NON-DISCRIMINATION.** County hereby notifies Contractor that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. Contractor hereby agrees to comply with said ordinance.
  9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed

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under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.

10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of County. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor. Contractor agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. Contractor is considered a Business Associate per the HIPAA regulations and shall adhere to the County Business Associate Agreement, which is attached and included by reference and marked as Exhibit BAA. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

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14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
- A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
  - B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notices. The decision shall be final.
  - C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
  - D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.
17. **TERMINATION.**
- A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have

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been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

1. **FOR CONVENIENCE.** County may terminate this Agreement upon thirty (30) days written notice. Following such notice of termination, Contractor shall notify County of the status of its performance and cease work at the conclusion of the thirty (30) day notice period.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the maximum budgeted amount for this Agreement as set forth in Exhibit B, or paid for profit on unperformed portions of service. Contractor shall furnish to County such financial information as, in the judgment of County, is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final.

2. **FOR CAUSE.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice which shall be effective upon receipt by Contractor.

- B. **BY CONTRACTOR.** Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not exceed ten percent (10%) of the Agreement's original dollar amount may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

19. **NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into

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contracts with others providing the same or similar services as those provided by Contractor as the County desires.

20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
21. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.
23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.
25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.
26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
27. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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- 28. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- 29. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
- 30. AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.
- 31. PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
- 32. COMMUNICATION.** Contractor shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.
- 33. PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior agreements between County and Contractor.
- 34. COURT APPEARANCES.** Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue Subpoenas for the required witnesses upon request of Contractor.
- 35. NONAPPROPRIATION.** In the event that no funds, or insufficient funds, are appropriated, budgeted, or otherwise made available, County will immediately notify Contractor of such occurrence and the Agreement may be terminated by County. Subsequent to the termination of this agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

## **AGREEMENT**

### **THIS AGREEMENT INCLUDES:**

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule of Fees
- D. EXHIBIT C – Standard Indemnification and Insurance Provisions
- E. EXHIBIT BAA – HIPAA Business Associate Agreement



**AGREEMENT**

Agreement for Services of Independent Contractor between the County of Santa Barbara and Maxim Healthcare Services, Inc..

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
JOSEPH CENTENO  
CHAIR, BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

CONTRACTOR

By: \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tax Id No .  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By \_\_\_\_\_  
Deputy County Counsel  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

APPROVED AS TO FORM :  
ALCOHOL, DRUG AND MENTAL HEALTH  
SERVICES  
ANN DETRICK, PH.D.  
DIRECTOR

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By \_\_\_\_\_  
Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_



# EXHIBIT A

## STATEMENT OF WORK

### 1. RESPONSIBILITIES OF CONTRACTOR

- A. **Services.** Contractor shall, upon request by County, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by County (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.
- B. **Personnel.** Contractor will supply County with Personnel who meet the following criteria and will provide evidence of the following to County upon written request:
1. Possess current state license/registration and/or certification.
  2. Possess CPR certification, as requested in writing by County to comply with applicable law.
  3. Completed pre-employment physical as requested in writing by County to comply with applicable law.
  4. Possess proof of pre-employment screening to include a TB skin test, professional references, criminal background check(s) (and drug screenings as requested in writing).
  5. Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
  6. Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
  7. Completed Contractor standard OSHA and HIPAA training.
- C. **Employment and Taxes.** Contractor will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. Contractor, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

### 2. RESPONSIBILITIES OF COUNTY

- A. **Orientation.** County will promptly provide Personnel with an adequate and timely orientation on County requirements. County shall review instructions regarding confidentiality (including patient and employee), and orient Personnel to the specific Exposure Control Plan of the County as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the County's specific policies and procedures provided to Contractor for such purpose.
- B. **Requests for Personnel.** Contractor shall provide Personnel at the request and direction of the ADMHS Psychiatric Health Facility Manager or the ADMHS

## EXHIBIT A

Medical Director. Contractor shall not solicit assignments for Personnel from other County facilities, nor shall Contractor fulfill requests for Personnel which have been submitted by County staff other than the ADMHS Psychiatric Health Facility Manager.

1. **Standard Request.** County shall use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by County at the time of the initial call.
  2. **Short-notice Requests.** Contractor shall bill County for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work at the agreed upon time once the assignment has been accepted. Contractor shall confirm Personnel's acceptance and arrival time with County.
  3. **Staff Order Cancellation.** If County changes or cancels an order less than two (2) hours prior to the start of a shift, Contractor shall bill County for two (2) hours at the established fee as described in Exhibit B-1 for each scheduled Personnel. Contractor shall be responsible for contacting Personnel prior to reporting time.
- C. **Responsibility for Patient Care.** County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- D. **Placement Fee.** For a period of twelve (12) months following that date on which Personnel last worked a shift at County, County agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by Contractor during the term of this Agreement. County understands and agrees that Contractor is not an employment agency and that Personnel are assigned to the County to render temporary service(s) and are not assigned to become employed by the County. The County further acknowledges and agrees that there is substantial investment in business related costs incurred by Contractor in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that County, or any affiliate, subsidiary, department, or division of County hires, employs or solicits Personnel, County will be in breach of this Agreement. County agrees to give Contractor either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ Personnel, and County shall continue to utilize Personnel through this Agreement for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay Contractor liquidated damages equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%) or as otherwise negotiated between County and Contractor.

## EXHIBIT A

- E. **Non-Performance.** If County concludes, in its sole discretion, that any Personnel provided by Contractor have engaged in misconduct, or have been negligent, County may require the Personnel to leave the premises and will notify Contractor immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County's obligation to compensate Contractor for such Personnel's services will be limited to the number of hours actually worked. Contractor will not reassign the individual to County without prior approval of the County.
- F. **Right to Dismiss.** County may request the dismissal of any Contractor Personnel for any reason. County agrees to notify Contractor of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County shall be obligated to compensate Contractor for all Personnel hours worked prior to dismissal.
- G. **Float Policy.** Subject to prior written notification, County may reassign Personnel to a different County unit or facility than the original assignment (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If County Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. County will provide the Personnel with additional orientation regarding the Float as necessary.
- H. **Incident Reports.** County shall report to Contractor any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel) if the incident may have an adverse impact on the County and/or Contractor in order to comply with Contractor's incident tracking program.

### 3. GENERAL TERMS

- A. **Availability of Personnel.** The parties agree that Contractor's duty to supply Personnel on County's request is subject to the availability of qualified Personnel. The failure of Contractor to provide Personnel or the failure of County to request Personnel shall result in no penalty to County or any party claiming by or through it and shall not constitute a breach of this Agreement.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Rates [Exhibit B-1] & Contract Maximum)

1. **CONTRACTOR SERVICES.** For Contractor services to be rendered under this Agreement, Contractor shall be paid at the rate specified in the Schedule of Fees (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed **\$190512.**
2. **PAYMENT FOR SERVICES.** Payment for services and/or reimbursement of costs shall be made based upon the services provided as set forth in Exhibit A as determined by County. Invoices submitted for payment that are based upon Exhibit B-1 must contain sufficient detail and supporting documentation to enable an audit of the charges. All amounts due to Contractor are due and payable within thirty (30) days from date of invoice. County will send all payments to the address set forth on the invoice.
3. **WEEKLY INVOICE.** Contractor will supply Personnel under this Agreement at the rates specified in Exhibit B-1. Contractor will submit weekly invoices to County, as set forth in Section 6 below, for Personnel provided during the preceding week. These invoices must cite the assigned Contract Number. If County finds the invoices to be satisfactory and within the cost basis of Exhibit B-1, County shall initiate payment processing, which shall be completed within thirty (30) days of presentation. County may consolidate multiple weekly invoices for one month into a single payment to Contractor. This payment shall be issued to Contractor within thirty (30) days of presentation of the final invoice for the month's services.
4. **CORRECTION OF WORK.** County retains the right to require Contractor to correct unsatisfactory work or billings or seek any other legal remedy in the event County fails to discover or object to unsatisfactory work or billings prior to payment.
5. **PROPER INVOICE.** Contractor's invoices for reimbursement shall include the following:
  - A. Contract number assigned by County (see top right-hand corner of first page of this Contract);
  - B. Signature of an authorized representative of Contractor
  - C. A list of employees working for ADMHS, time period worked, site worked, and charges for services.
6. Invoices shall be delivered to the following address:

Santa Barbara County Alcohol, Drug and Mental Health Services  
ATTN: Accounts Payable  
300 North San Antonio Road, Bldg 3  
Santa Barbara, CA 93110

## EXHIBIT B

7. **RATE CHANGE.** Contractor shall provide County with a minimum of thirty (30) days advance written notice of any change in rates.

## EXHIBIT B-1

### SCHEDULE OF RATES

For the period of April 1, 2009 through June 30, 2009, rates for temporary staffing personnel shall be billed as follows:

Service	Weekday Rate	Night/Weekend Rate
RN	\$62	\$62
LVN/LPT/Other Approved PUFF Unit Modalities	\$47	\$49
CNA	\$26	\$28
Caregiver	\$22	\$24

For the period of December 2, 2008 through March 31, 2009, rates for temporary staffing personnel shall be billed as follows:

Service	Weekday Rate	Night/Weekend Rate
RN	\$65	\$67
LVN/LPT/Other Approved PUFF Unit Modalities	\$47	\$49
CNA	\$26	\$28
Caregiver	\$22	\$24

For the period of July 1, 2008 through December 1, 2008, rates for temporary staffing personnel shall be billed as follows:

Service	Weekday Rate	Night/Weekend Rate
RN	\$60	\$62
LVN/LPT/Other Approved PUFF Unit Modalities	\$47	\$49
CNA	\$26	\$28
Caregiver	\$22	\$24

**Weekend.** Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) hours per week or according to applicable state law. Overtime shall be pre-approved by designated County supervisor. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.



## EXHIBIT B-1

**Holidays.** Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday except as noted below. Time and one-half will be charged for the following holidays:

New Year's Eve (from 3 PM)  
New Year's Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Easter

Cesar Chavez Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Eve (from 3 PM)  
Christmas Day

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### 1. INDEMNIFICATION

##### **Indemnification pertaining to other than Professional Services:**

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to: any act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Professional Services:**

Contractor shall indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the Contractor or his agents or employees or other independent Contractors directly responsible to him to the fullest extent allowable by law.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### 2. INSURANCE

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

**Workers' Compensation Insurance:** Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any

## EXHIBIT C

work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.

**General and Automobile Liability Insurance:** The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. Contractor shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. County, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000, requires approval by the County.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

**Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single

## EXHIBIT C

limit of not less than \$1,000,000, per occurrence or claim and \$2,000,000, in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

Contractor shall submit to the office of the designated County representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. County shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services of operation pursuant to the Agreement, nor shall it be deemed a waiver of County's rights to insurance coverage hereunder.

3. In the event the Contractor is not able to comply with the County's insurance requirements, County may, at their sole discretion and at the Contractor's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable and based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT BAA**  
**HIPAA Business Associate Agreement**

**1. Use and Disclosure of Protected Health Information**

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information (“PHI”)<sup>1</sup> to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate HIPAA or other law. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation “Electronic Protected Health Information” (“E PHI”)<sup>2</sup>

**2. Requirement to Train Own Employees**

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers and independent contractors) who will or who are likely to have any access to or exposure to PHI or E PHI. Members of the Contractor’s workforce who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or E PHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

**3. Further Disclosure of PHI**

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

**4. Safeguarding PHI**

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of E PHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard E PHI shall include, but may not be limited to:

- A. Encrypting E PHI that it stores and transmits;
- B. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- C. Using antivirus software that is upgraded regularly;
- D. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- E. Conducting periodic security training.

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<sup>1</sup> “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

<sup>2</sup> “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media, Exhibit E HIPAA Business Associate Agreement

**EXHIBIT BAA**  
**HIPAA Business Associate Agreement**

**5. Unauthorized Use or Disclosure of PHI**

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

**6. Agents and Subcontractors of the Business Associate**

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

**7. Access to PHI**

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

**8. Amendments to Designated Record Sets**

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

**9. Documentation of Uses and Disclosures**

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

**10. Accounting of Disclosures**

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528.

**11. Records Available to Covered Entity and Secretary**

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United

**EXHIBIT BAA**  
**HIPAA Business Associate Agreement**

State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

**12. Destruction of PHI**

- A. Upon termination of the underlying Agreement for any reason, the Contractor shall:
1. Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
  2. Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 9 of this Exhibit for a period of six years after termination of the underlying Agreement.

- B. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

**13. Amendments**

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

**14. Mitigation of Disallowed Uses and Disclosures**

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule.

**15. Termination of Agreement**

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

**16. Definitions**

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

**17. Interpretation**

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule and Security Rule.