



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-7

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: ADMHS
Department No.: 043
For Agenda Of: June 16, 2015
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Alice A. Gleghorn, PhD, Director
Director(s) Alcohol, Drug and Mental Health Services, 681-5220
Contact Info: Dr. Ole Behrendtsen, Medical Director
Alcohol, Drug and Mental Health Services, 681-5220
SUBJECT: ADMHS FY 15-16 –Staffing Contract Amendments

AG

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- 1) Approve and authorize the Chair to execute a Fifth Amendment to the Agreement for Services of Independent Contractor with **Medical Doctor Associates** (not a local vendor), to extend the term and to increase the hourly rate of payment for locum tenens psychiatry services, for a total contract maximum amount for Fiscal Year 2015-2016 not to exceed \$850,000 for the period of July 1, 2015 through June 30, 2016.
- 2) Approve and authorize the Chair to execute a Third Amendment to the Agreement for Services of Independent Contractor with **Maxim Healthcare Services, Inc.** (not a local vendor), for the provision of temporary nursing and medical coding services, for a total contract maximum amount for Fiscal Year 2015-2016 not to exceed \$550,000 for the period of July 1, 2015 through June 30, 2016.
- 3) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **John L. Schaeffer, Inc** (not a local vendor), for the provision of telepsychiatry services, to increase the total current year contract amount by \$40,000, for a new contract that cancels, nullifies, and supersedes Purchase Order CN17214 with a total contract amount for Fiscal Year 2014-2015 not to exceed \$140,000 through June 30, 2015, and provides an amount

for Fiscal Year 2015-2016 not to exceed \$600,000 for the period of July 1, 2015 through June 30, 2016, for a total contract maximum of \$740,000 during the term of this agreement.

- 4) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

Summary Text:

The Alcohol, Drug and Mental Health Services (ADMHS) Department provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, including psychiatric, nursing, and coding services at its County facilities. ADMHS uses temporary staffing agencies to provide locum tenens psychiatrists, nurses, and medical coders to backfill staffing shortages in budgeted positions, ensuring client access to care in a timely manner.

Approval of the recommended action to increase the hourly rate for locum tenens psychiatrists contracted by Medical Doctor Associates (MDA), to increase the total current year amount of John L. Schaeffer, Inc.'s contract and extending the terms of these two vendors as well as Maxim Healthcare Services, Inc. terms will allow ADMHS to continue to provide mandated and greatly needed psychiatry, nursing, and medical billing coding services in the Lompoc and Santa Maria areas without disruption to services.

Background:

ADMHS currently uses locum tenens temporary physicians to fill the ongoing needs for psychiatric staff at outpatient facilities. Medical Doctor Associates (MDA) and John L. Schaeffer provide temporary psychiatrists to backfill vacancies at the ADMHS clinics, and at other ADMHS programs as needed.

Due to ongoing shortages of psychiatrists, ADMHS has had to increase the rates of locum tenens positions, since psychiatrists for Lompoc and Santa Maria are difficult to find, even for temporary staffing agencies. In addition, there are fewer psychiatrists in the labor force; nationwide, the number of psychiatrists dropped 14 percent from 2000 to 2008. This shortage particularly affects geographically isolated locations like Lompoc and Santa Maria.

In order to attract potential candidates and retain psychiatrists in more remote outpatient assignments, it is necessary to increase the maximum hourly rate for inpatient psychiatric services, to stay consistent and competitive with the industry's standard rate and the current demand for psychiatrists.

Fiscal and Facilities Impacts:

Budgeted: Yes **Fiscal Analysis:**

<u>Funding Sources</u>	<u>FY 14-15 Cost:</u>	<u>FY 15-16 Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State	\$ 70,000.00	\$ 1,000,000.00	
Federal	\$ 70,000.00	\$ 1,000,000.00	
Fees			
Other:			
Total	\$ 140,000.00	\$ 2,000,000.00	\$ -

Narrative: The above referenced contracts are funded by State and Federal funds. The funding sources are included in the FY 2014-15 Adopted Budget, and the FY 2015-16 Proposed Budget and will not require the use of additional general funds.

Key Contract Risks:

With any contractor providing temporary staffing services, there is a risk that temporary personnel will make errors, engage in misconduct, or be negligent in performance of assigned duties. The contract with MDA allows ADMHS to terminate individual temporary staff for cause, and requires that the agency provide Professional Liability insurance to mitigate these risks.

Special Instructions:

Please send one (1) minute order to: admhscontractsstaff@co.santa-barbara.ca.us

Attachments:

1. Medical Doctor Associates - 5th Amendment (attached)
2. Medical Doctor Associates - 4th Amendment available at*:
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=16803>
3. Medical Doctor Associates - 3rd Amendment available at*:
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=16055>
4. Medical Doctor Associates - 2nd Amendment available at*:
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15918>
5. Medical Doctor Associates - 1st Amendment available at*:
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15580>
6. Medical Doctor Associates - Original Agreement available at*:
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15048>
7. Maxim Healthcare Services – 3rd Amendment (attached)
8. Maxim Healthcare Services – 2nd Amendment available at*:
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=16055>
9. Maxim Healthcare Services – 1st Amendment available at*:
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15918>
10. Maxim Healthcare Services – PO to BC available at*:
<http://santabarbara.legistar.com/gateway.aspx?m=l&id=/matter.aspx?key=15499>
11. Schaeffer FY 14-15 CN17214
12. Schaeffer FY 14-16 PO to BC

***Copies are also on file at the Clerk of the Board**

Authored by:

QLopez

cc:

FIFTH AMENDMENT 2015-2016

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Fifth Amendment (hereafter Fifth Amended Contract) to the Agreement for Services of Independent Contractor, number BC 16-XXX previously referenced as number BC 14-089, is made by and between the **County of Santa Barbara** (County) and **Medical Doctor Associates** (Contractor), for the continued services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

Whereas, at the request of County, Contractor provides locum tenens temporary physicians who provide psychiatric services at County Mental Health facilities, and County has ongoing needs for psychiatric staff at outpatient facilities;

Whereas, County intends to extend the term of the existing contract through Fiscal Year 15-16 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Fifth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, the First Amended Contract approved by the County Board of Supervisors in January 2014, the Second Amended Contract approved by the County Board of Supervisors in June 2014, the Third Amended Contract approved by the County Board of Supervisors in July 2014, the Fourth Amended Contract approved by the County Board of Supervisors in April 2015, except as modified by this Fifth Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor agree as follows:

I. In Agreement Section 4, Term, the following is added at the end:

4. TERM. For Fiscal Year 2015-16, Contractor shall continue performance on **7/1/2015** and end performance upon completion, but no later than **6/30/2016**, unless otherwise directed by County or unless this Agreement is earlier terminated.

II. Add Sections 36 through 39:

36. MANDATORY DISCLOSURE

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371 Remedies for noncompliance, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

37. STATE ENERGY CONSERVATION PLAN

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

FIFTH AMENDMENT 2015-2016

38. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the County and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

III. Add Subsection F to Exhibit A, Statement of Work, Section V, Qualifications and Screening of Professionals:

F. All qualified Professionals who have been selected for appointment to positions in billable specialty areas must be Eligible to participate in Medicare, Medicaid and/or other federal health care programs; must possess a National Provider Identifier (NPI); must possess a valid

FIFTH AMENDMENT 2015-2016

Drug Enforcement Agency (DEA) license in the State of California, and where applicable will be required to meet the following criteria:

1. Submit a completed credentialing application and/or required documentation for credentialing as applicable;
2. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal and/or private insurance) OR have submitted a completed billable provider application, along with the required documentation, in order to obtain the appropriate billable provider status;

Failure to meet these criteria and/or 'Conditions of Employment' where applicable two (2) weeks PRIOR to start work date may result in the delay of appointment and/or cancellation of employment. Once appointed, all qualified candidates/employees will be required to maintain these qualifications throughout their length of employment. Notwithstanding Sections III.A and IV. A, failure to demonstrate (show proof) of qualifications shall result in the immediate termination of Assignment.

IV. Delete Exhibit B-1, Schedule of Rates, and replace with the following:

Exhibit B-1 SCHEDULE OF RATES

	Adult Outpatient Psychiatry	Child/ Adolescent Psychiatry	Inpatient Psychiatry†
Hourly Rate All Inclusive Minimum 8 hours from 8:00 am – 5:00 pm	\$200	\$185	\$200
Overtime (per hour)*	\$295	\$204.75	\$225**
Weeknight on-call Mon-Fri 5PM to 8AM	\$160	\$170	N/A
Weekend on-call Per 24 hrs 8AM to 8AM	\$550	\$600	N/A
Holiday call Per 24 hrs, 8AM to 8AM	\$840	\$900	N/A
Total Annual Contract Maximum	<u>\$850,000</u>		

† Rates for Inpatient Psychiatry may be up to \$200 per hour as agreed in writing between Contractor and County depending on Professional's qualifications and experience.

*Overtime rate shall not apply in the event Contractor, Professional and County agree to a modified work schedule such as 9/80.

**Overtime rate for Inpatient Psychiatry shall apply to hours worked above 40 in one week and any time the Professional is on site at the Facility after hours, holidays or on weekends.

All other terms remain in full force and effect.

FIFTH AMENDMENT 2015-2016

SIGNATURE PAGE

Fifth Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **Medical Doctor Associates**.

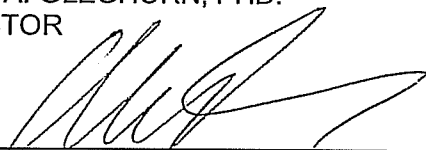
IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective on July 1, 2015.

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

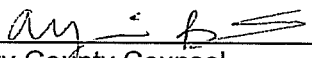
By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ALICE A. GLEGHORN, PHD.
DIRECTOR

By: 
Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

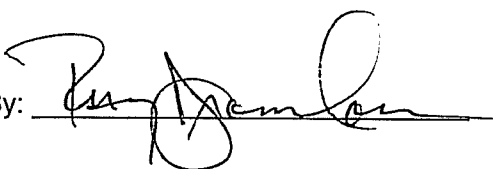
CONTRACTOR:
MEDICAL DOCTOR ASSOCIATES

By: _____

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

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: 

FIFTH AMENDMENT 2015-2016

SIGNATURE PAGE

Fifth Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **Medical Doctor Associates**.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to be effective on July 1, 2015.

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ALICE A. GLEGHORN, PHD.
DIRECTOR

By _____
Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

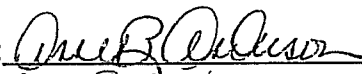
By _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:
MEDICAL DOCTOR ASSOCIATES

By:  _____
Anne B. Anderson

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

By _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

THIRD AMENDMENT 2015-2016

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This **Third Amendment** (hereafter Third Amended Contract) to the Agreement for Services of Independent Contractor, number **BC 16-** previously referenced as number **BC 14-162**, is made by and between the **County of Santa Barbara** (County) and **Maxim Healthcare Services, Inc.** (Contractor), for the continued services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

Whereas, County intends to extend the term of the existing contract through Fiscal Year 15-16 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, the Agreement approved by the County Board of Supervisors in January 2014, the First Amended Contract approved by the County Board of Supervisors in June 2014, the Second Amended Contract approved by the County Board of Supervisors in July 2014, except as modified by this Third Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor agree as follows:

I. In Agreement Section 4, Term, the following is added at the end:

4. TERM. For Fiscal Year 2015-16, Contractor shall continue performance on 7/1/2015 and end performance upon completion, but no later than 6/30/2016 unless otherwise directed by County or unless this Agreement is earlier terminated.

II. Add Sections 37 through 40:

37. MANDATORY DISCLOSURE

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371 Remedies for noncompliance, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

38. STATE ENERGY CONSERVATION PLAN

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

39. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

THIRD AMENDMENT 2015-2016

- i. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - ii. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the County and in accordance with the instructions found therein.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

40. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

All other terms remain in full force and effect.

THIRD AMENDMENT 2015-2016

Amendment for Services of Independent Contractor between the County of Santa Barbara and Maxim Healthcare Services, Inc. (DBA Maxim Staffing Services).

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

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
MAXIM HEALTHCARE SERVICES, INC.

By: _____

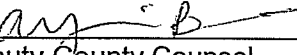
Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

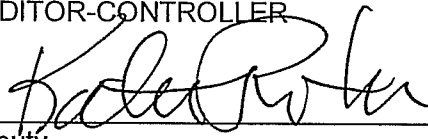
Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

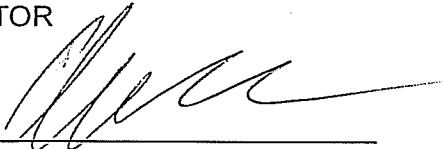
Date: 6/5/15

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

By: 
Deputy

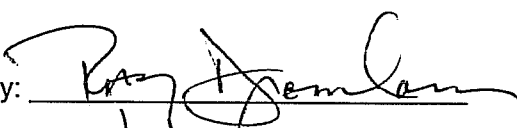
Date: 6/8/15

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ALICE GLEGHORN, PH.D.
DIRECTOR

By: 
Director

Date: 6/4/15

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: 

Date: 6/8/15

THIRD AMENDMENT 2015-2016

Amendment for Services of Independent Contractor between the County of Santa Barbara and **Maxim Healthcare Services, Inc. (DBA Maxim Staffing Services)**.

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

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
MAXIM HEALTHCARE SERVICES, INC.

By:  _____

Date: 6/8/15

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

By: _____
Deputy

Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ALICE GLEGHORN, PH.D.
DIRECTOR

By: _____
Director

Date: _____

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 Dr. John L. Schaeffer, Inc. with an address at 3308 El Camino Ave. #300-136, Sacramento, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

WHEREAS, County executed a Purchase Agreement CN16217 with Contractor in the amount of \$100,000 for the period of December 16, 2013 through June 30, 2014, and extended the term through a consecutive Purchase Agreement number CN 17214, effective July 1, 2014, for an additional \$100,000 for the period July 1, 2014 through June 30, 2015. During the term of the current Purchase Agreement, County anticipates that Contractor will provide, at the request of County, a greater number of services than originally contemplated, and will incur total expenses beyond the value of the Purchase Agreement and in excess of \$100,000. This Agreement, which provides additional funding in the amount of \$40,000 in addition to the \$100,000 provided by that Purchase Agreement, is made to cancel, nullify, and supersede Purchase Agreement CN17214, and provides a total of \$140,000 for Fiscal Year 2014-2015.

WHEREAS, County intends to continue using Contractor's services in Fiscal Year 2015-2016, this contract adds \$600,000 in funding for the period July 1, 2015 through June 30, 2016, for a new total contract maximum amount not to exceed \$ 740,000 during the full term of this Agreement.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. John Schaeffer, DO at phone number 9163204422 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County:	Director Santa Barbara County Alcohol, Drug, and Mental Health Services 300 N. San Antonio Road Santa Barbara, CA 93110 FAX: 805-681-5262
------------	--

AGREEMENT

To Contractor: John Schaeffer, DO,
 Dr. John L. Schaeffer, Inc.
 3308 El Camino Ave. #300-136
 Sacramento, CA 95821
 FAX: 8883702829

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

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 on 7/1/2014 and end performance upon completion, but no later than 6/30/2016 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. 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 and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

Contractor represents that it has the skills, expertise, and licenses/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 first class and workmanlike manner and shall conform to the standards of quality normally observed by a

AGREEMENT

person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. 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 promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items directly arising from this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. 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. 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.

AGREEMENT

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement, whichever is later. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

AGREEMENT

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review Section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services to County-funded clients as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not

AGREEMENT

forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
 - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **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 or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
 - C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers directly arising from this Agreement as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory 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 full price under this Agreement nor 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

AGREEMENT

Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. 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.

21. 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, and 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.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County 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 or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of County 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 County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and 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 altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their 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. Requests by Contractor 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 materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) 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.

AGREEMENT

26. 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 of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

Contractor shall, at its 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 is 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.

28. CALIFORNIA LAW AND JURISDICTION

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.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts 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.

30. AUTHORITY

All signatories and 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 that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. 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.

33. 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. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

AGREEMENT

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. PRIOR AGREEMENTS.

Upon execution, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

36. MANDATORY DISCLOSURE

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.).

37. STATE ENERGY CONSERVATION PLAN

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

38. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Contractor, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
- ii. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - iii. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the County and in accordance with the instructions found therein.

AGREEMENT

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

39. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Contractor shall promptly disclose, in writing, to the County office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

AGREEMENT

THIS AGREEMENT INCLUDES:

- I. EXHIBIT A – Statement of Work
 1. EXHIBIT A-1 – Credentialing Requirements for Healthcare Professionals
- II. EXHIBIT B – Financial Provisions
 1. EXHIBIT B-1 – Schedule of Rates
- III. EXHIBIT C – Standard Indemnification and Insurance Provisions

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Dr. John L. Schaeffer, Inc.

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

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
DR. JOHN L. SCHAEFFER, INC.

By: _____

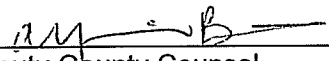
Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

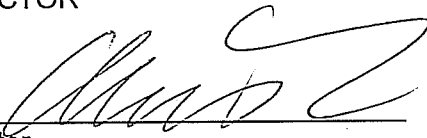
Date: 6/5/15

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

By: 
Deputy

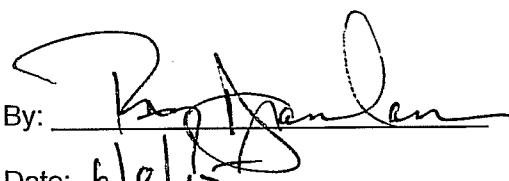
Date: 6/8/15

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
ALICE A. GLEGHORN, PHD
DIRECTOR

By: 
Director

Date: 6/2/15

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: 
Date: 6/8/15

AGREEMENT

Agreement for Services of Independent Contractor between the County of Santa Barbara and Dr. John L. Schaeffer, Inc.

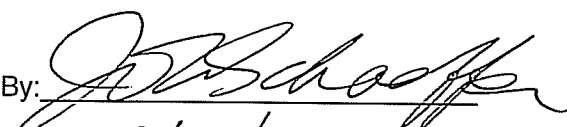
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
DR. JOHN L. SCHAEFFER, INC.

By: 
Date: 6/2/15

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

Date: _____

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

By _____
Deputy

Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES
ALICE A. GLEGHORN, PHD
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director

By: _____

Date: _____

Date: _____

EXHIBIT A
STATEMENT OF WORK

1. **PROGRAM SUMMARY.** Contractor provides psychiatric evaluation and/or consultation via a secure tele-video connection, allowing face-to-face encounters between clients and physicians. Psychiatry services provided remotely include psychiatric assessment and evaluations, medication management, and medical consultation with County nursing staff, including, but not limited to, client/patient follow-up questions, medication side-effect issues and medication changes and refills.

2. **DEFINITIONS.**
 - A. "Telepsychiatry" shall mean any mental health service provided remotely via the internet and any form of teleconferencing equipment and software that allows real-time audio and visual communication between Contractor and County's client, and after sufficient initial examination also includes any and all subsequent telephone, fax, e-mail, and written communication necessary for Contractor to provide follow-up services to County's clients identified as under the established care of Contractor. At no point shall Contractor be asked or expected by County to provide mental health services of any kind to a client who has not been established as under the care of Contractor as defined by an initial evaluation that includes both visual and auditory interaction as required by California Telemedicine Development Act of 1996, Senate Bill 1665, Business & Professions Code Section 2242 and 2242.1 and 2290.5. All Contractor's providers are board certified by the American Board of Psychiatry and Neurology unless otherwise agreed upon between both parties in writing.

 - B. "Professional" shall mean Psychiatrists providing telepsychiatry services operating as subcontractors to Contractor. Use of Nurse Practitioners or Physician Assistants under the supervision of Contractor instead of Contractor's board certified psychiatrists would only be allowed after negotiation and agreement by both parties, and incorporation into this Agreement via an amendment as specified in the Agreement, Section 25, (Entire Agreement and Amendment).

3. **DESCRIPTION OF SERVICES.**
 - A. Contractor shall, upon request of County, refer Board-certified psychiatrists (hereafter "Professionals") to meet County's temporary staffing requirements. Board-eligible psychiatrists may be considered upon approval of the ADMHS Medical Director. Contractor's duty to make referrals hereunder is subject to the availability of Professionals.

 - B. Contractor will seek Professionals for County who meet the qualifications, experience, and requirements set forth in writing by County and provided to Contractor. County will provide Contractor with copies of job descriptions applicable to the Professionals requested. County shall have the right to conduct an interview with each Professional referred to County within five (5) business days from the time Contractor submits Professional's application and resume to County. Furthermore, County shall have the right to reject any referred Professional if in its sole discretion County does not believe the referred professional meets its specifications and request Contractor provide additional Professionals for consideration.

 - C. County further understands that any Professional presented by Contractor is an independent contractor, and is not an employee of Contractor.

EXHIBIT A
STATEMENT OF WORK

- D. Under the direction of the ADMHS Medical Director, Professional accepted by County shall perform the following duties, during hours mutually agreed upon between County and Contractor, via telepsychiatry:
- i. Contractor shall provide all necessary psychiatric medication management.
 - ii. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
 - iii. Prescribe psychiatric medication(s);
 - iv. Provide medication education for staff, clients, and families;
 - v. Participate in review, revision, and approval of assessments of clients;
 - vi. Participate in the development, review, revision, and approval of treatment plans;
 - vii. Provide consultation, training, and support of multi-disciplinary team members, as needed;
 - viii. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review;
 - ix. Adhere to documentation and reporting requirements established by County;
 - x. Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record.
- E. Contractor and Professionals may be asked to serve clients age 3 years and older.
- F. Contractor will not be required to provide any supervision and/or on-call duties unless specifically negotiated and agreed in writing.
4. **DOCUMENTATION.** Professionals will accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format. Contractor will enter all clinical documentation directly into County's Electronic Medical Record and electronic prescribing system at the time of service. In the event that Contractor is unable to access the electronic record for some reason, Contractor will notify County of the situation and shall provide all client services documentation to County via fax within five (5) business days from the date of service.
5. **RESPONSIBILITIES OF COUNTY.**
- A. County assures Contractor that all client-related paperwork that needs to be completed will first be completed for non-clinical data (including but not limited to: names, dates of service, diagnoses by most recent chart note, addresses, doctor's name and address, phone numbers, and any other non-clinical data that does not require a physician's clinical judgment) by County. Contractor providers and staff will not be expected to complete any non-clinical information on any forms when said information can be completed by a clerical staff person under the employment of County. It is at the Contractor's provider's clinical discretion as to whether or not any patient-related form is to be completed for clinical data and signed by the Contractor's provider. These forms include but are not limited to Social Security disability forms, In-Home Health

EXHIBIT A
STATEMENT OF WORK

Care, transportation passes, work releases, return to work forms, employment forms of any kind, school related forms, etc.

- B. Contractor shall provide all necessary telecommunication equipment for telepsychiatry sessions at Contractor's principal place of business. County shall provide all necessary telecommunication equipment for telepsychiatry sessions at County's facilities. County understands that by the nature of telepsychiatry, the interface between Contractor and County and County's clients is dependent upon the ability to connect through the internet and teleconferencing equipment and software, and County agrees to provide, at no cost to Contractor, Management Information System (MIS) support staff able and willing to maintain the operational functionality of said internet connection and teleconferencing equipment and software on site at County's facilities to ensure continuity of care and to minimize disruption in service delivery.
- C. County shall provide Contractor with the same County support staff that would be allotted to a mental health provider employed by County, including, but not limited to clerical, receptionist, scheduling, nursing, records maintenance, and MIS.

6. LENGTH OF ASSIGNMENT.

- A. Contractor will provide Professionals based on County's staffing needs for contractual assignments of a minimum of two (2) weeks in duration (the "Assignment").
- B. County may extend the length of the Assignment by such periods as may be mutually agreed to by Contractor and the affected Professional.

7. QUALIFICATIONS AND SCREENING OF PROFESSIONALS.

- A. Contractor will provide County with background information on each referred Professional as specified in Exhibit A-1 and including: i) license query with the California Medical Board, ii) query United States Department of Health and Human Services (HHS) Office of Inspector General (OIG) Fraud Prevention and Detection; iii) Contractor self-assessment skills inventory; iv) background fingerprint check for record of past criminal record; and v) references, prior to commencement of the Assignment.
- B. All Professionals referred by Contractor shall be appropriately licensed and/or certified to practice in that profession in California.
- C. Each Professional referred by Contractor shall possess a minimum of one (1) year of full-time experience in an outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County.
- D. Professionals must be eligible to participate in Medicare, Medicaid and/or other federal health care programs; must possess a National Provider Identifier (NPI); must possess a valid Drug Enforcement Agency (DEA) license in the State of California, and where applicable will be required to meet the following criteria:
 - i. Submit a completed credentialing application and/or required documentation for credentialing as applicable;
 - ii. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal and/or private insurance) OR have submitted a completed billable

EXHIBIT A
STATEMENT OF WORK

provider application, along with the required documentation, in order to obtain the appropriate billable provider status;

Failure to meet these criteria and/or 'Conditions of Employment' where applicable two (2) weeks PRIOR to the start work date may result in the delay of appointment and/or cancellation of employment. Once appointed, all qualified employees will be required to maintain these qualifications throughout their length of employment. Failure to demonstrate (show proof) of qualifications shall result in the termination of employment.

8. **SUBSTITUTION OF PROFESSIONALS.** If the services of any Professional providing services under this Agreement are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).
9. **ADDITIONAL REQUIREMENTS.**
 - A. Professionals shall provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the County Mental Health Plan, available at <http://cosb.countyofsb.org/admhs/> and policy as administered by the County's Director of Alcohol, Drug & Mental Health Services.
 - B. County understands that Contractor will not provide services to clients being treated under any Workers' Compensation plan.
10. **NOTIFICATION.** Contractor will notify County immediately in the event of: any known complaints against licensed staff; any restrictions in practice or license as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any staff privileges being restricted at a hospital; any legal suits being initiated specific to Contractor's practice; any criminal investigation of Contractor that is initiated; or any other action being instituted which affects Contractor's license or practice (for example, sexual harassment accusations).
11. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable). Patient records must comply with all appropriate State and Federal requirements.

EXHIBIT A – 1

CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

All independent contract Professionals must meet the following requirements, as verified by Contractor:

1. **Drug Screen.** Proof of a negative drug screen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drug screen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
2. **Background Check.** Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.
3. **Expired Documentation.** Professionals will NOT be allowed to work with an expired drug screen.
4. **Certificates/Licenses.** Provide to ADMHS Human Resources, a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.

EXHIBIT B
FINANCIAL PROVISIONS

1. **Contract Maximum.** For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$140,000 for FY 14-15, and \$600,000 for FY 15-16, for a total contract amount not to exceed \$740000 through June 30, 2016.
2. **Payment.** Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by County. County's Designated Representative or designee shall review for approval biweekly the time records of Professional(s) on a form provided by Contractor or equivalent form provided by the County. Contractor shall submit to the County Designated Representative a biweekly invoice or certified claim on the County Treasury for the services performed over the period specified. The invoice must show the contract number, services performed, rate being charged, total charges and contain sufficient detail and/or provide supporting documentation to enable an audit of the charges. The County Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibit B-1 shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation of invoice. County may consolidate multiple bi-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.
3. **County's Designated Representative:**

Santa Barbara County Department of
Alcohol, Drug and Mental Health Services
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
admhs_accounts_payable@co.santa-barbara.ca.us
4. **Unsatisfactory Work.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
5. **Third Party Billing.** Contractor shall require that Professional does not bill patient, Medi-Cal or other health insurance for services which Contractor bills to the County.
6. **Taxes and Insurance.** Contractor does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors.
7. **Documentation.** Professionals shall enter into County's Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this agreement, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance. County may delay or not pay compensation to Contractor if records and/or the contents of those records are deficient or incomplete under Medi-Cal, Medicare, Medicaid and any other public and/or private insurance guidelines or in any delay or prevent County from receiving payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance.

EXHIBIT B-1

SCHEDULE OF RATES

<u>Type of Service</u>	<u>Unit Reimbursement</u>	<u>Cost Per Unit</u>
Tele-psychiatry services -agreed upon schedule	Hour	\$165
Tele-psychiatry services in excess of agreed upon schedule.	Minute	\$3.15
Contract Maximum FY 14-15		140,000
Contract Maximum FY 15-16		\$600,000
Total Contract Maximum		\$740000

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor's indemnification obligation applies to County's active as well as passive negligence but does not apply to County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the

EXHIBIT C

Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves

EXHIBIT C

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER

CN17214

Page No.
1 of 2

PO Date
JUL/02/2014

REFER INQUIRIES TO BUYER:
GLORIA NESS
Phone: 805-568-2691
Fax: 805-568-2705

SHIP-TO: ADMHS - AS DIRECTED

SUPPLIER: Attn: JOHN SCHAEFFER DO
DR JOHN L SCHAEFFER INC
3308 EL CAMINO AVE #300-136
SACRAMENTO
CA 95821

BILL TO: ADMHS - FISCAL
429 N. SAN ANTONIO RD.
SANTA BARBARA, CA 93110
Phone: 805/681-5168

Phone: 916-320-4422
Fax: 888-370-2829

Table with 6 columns: TERMS, F.O.B., SUPPLIER CODE, DELIVERY DATE, REQUESTED BY, REQ. NO. Row 1: NET 30, N/A, 23130, JUN/30/2015, D SPAHN, 13-070

Table with 5 columns: LN, QUANTITY, G/L ACCOUNT DESCRIPTION, PRICE/UNIT, EXTENSION. Row 1: 1, 1 LOT, 0044+043+7467+MULT+0000+0000, 100,000.00 /LOT, 100,000.00

Dr. John L. Schaeffer, Inc - Vendor #23130 - Psychiatrist

Renewal of SERVICE CONTRACT

SPECIAL NOTICE TO SUPPLIER : THIS CONTRACT REPLACES YOUR PREVIOUS YEAR CONTRACT #CN16217 WHICH EXPIRES ON JUNE 30TH, 2014. YOU MUST SIGN & RETURN THIS REPLACEMENT CONTRACT, AND YOU MUST REFERENCE THE NEW NUMBER ON ALL INVOICES & CORRESPONDENCE RELATED TO THE DESCRIBED WORK EFFECTIVE JULY 1, 2014.

GENERAL: Dr. John L. Schaeffer, Inc. to provide telepsychiatry services as provided in Standard Terms and Conditions, Additional Terms and Conditions, and Exhibits A, A-1, B, and B-1 as previously submitted.

CONTRACT PERIOD: July 1, 2014 through June 30, 2015.

LIMITATIONS: Total expenditure for the period shall not exceed \$100,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) as previously submitted.

Insurance documents already on file in Purchasing Division.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X) [Signature]
Print Name/Title: John Schaeffer/President/CEO Date: 8/11/14

Continued on next page...

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
(2) Mail invoices to the "bill to" address.
(3) All duty and/or taxes must be shown separately on invoice where applicable.
(4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

[Signature]
COUNTY OF SANTA BARBARA



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER

CN17214

Page No.
2 of 2

PO Date
JUL/02/2014

RE: INQUIRIES TO BUYER:

GL: A NESS

Phone: 805-568-2691

Fax: 805-568-2705

SHIP-TO: ADMHS - AS DIRECTED

SUPPLIER: Attn: JOHN SCHAEFFER DO
DR JOHN L SCHAEFFER INC
3308 EL CAMINO AVE #300-136
SACRAMENTO
CA 95821

BILL TO: ADMHS - FISCAL
429 N. SAN ANTONIO RD.
SANTA BARBARA, CA 93110
Phone: 805/681-5168

Phone: 916-320-4422

Fax: 888-370-2829

Table with 6 columns: TERMS, F.O.B., SUPPLIER CODE, DELIVERY DATE, REQUESTED BY, REQ. NO.
Row 1: NET 30, N/A, 23130, , D SPAHN, 13-070

Table with 5 columns: LN, QUANTITY, G/L ACCOUNT DESCRIPTION, PRICE/UNIT, EXTENSION

Main order form area containing license information (20A9536) and tax summary (Tax 1: 0.00, Tax 2: 0.00, Total: 100,000.00)

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
(2) Mail invoices to the "bill to" address.
(3) All duty and/or taxes must be shown separately on invoice where applicable.
This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

Signature of Mark Macrone
COUNTY OF SANTA BARBARA

This order is being tracked by:

Department





STANDARD TERMS & CONDITIONS
FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. Your signature means you've read and accepted these terms and conditions.

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.

2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will 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 and protection of tenure. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.

3. **BILLING & PAYMENT.** You must submit your invoice, which must include the contract number we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.

4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.

6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), 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 Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.

6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.

7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.

8. **INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES.** You will 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 misconduct, negligent act or omission to act on your part, or your agents or employees or other independent contractors directly responsible to you to the fullest extent allowable by law. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.

9. **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES.** You will 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 Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on your part, or that of your agents or employees or other independent contractors directly responsible to you; 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. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.

10. **INSURANCE.** Without limiting your indemnification of the County, you will procure the following required insurance coverage at your sole cost and expense. All insurance coverages are 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 Risk Manager. This insurance coverage must be maintained throughout the term of this Contract. Failure to comply with the insurance requirements will place you in default. Upon our request, you will provide a certified copy of any insurance policy within ten (10) working days.

10.1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all your staff while performing any work related to the performance of this Contract. The policy must provide that no cancellation, major change in coverage, or expiration will be effective or occur until at least thirty (30) days after we receive notice of that event. If you are legally self-insured, you will 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 a) you have no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract, and b) you have submitted to Purchasing a document stating that fact.

10.2. **General and Automobile Liability Insurance.** Your general liability insurance must include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations by you and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by you in the indemnity and hold harmless provisions of the Indemnification Section(s) of this Agreement between you and the County. The automobile liability insurance must cover all owned, non-owned and hired motor vehicles that are operated on your behalf pursuant to your activities hereunder. You are required to include all subcontractors under your policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. The County of Santa Barbara, its officers, employees, and agents 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 County has been added as an additional insured on the policy 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. The policy or policies must contain a provision of the following form: "The insurance 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 is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years after expiration of the contract.* The policy or policies must provide that we will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

11. **PROFESSIONAL LIABILITY INSURANCE.** For those agreements where required, professional liability insurance shall include coverage for the activities of your professional staff with a combined single 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 is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years (ten (10) years for Construction defects Claims) after the expiration of the contract.*

13. **CERTIFICATE(S) OF INSURANCE.** You must submit to Purchasing your Certificate(s) of insurance and necessary endorsements documenting the required insurance as specified above prior to this Contract becoming effective. You must ensure that current Certificate(s) of insurance are at all times available to the Purchasing office as a condition precedent to any payment by County under this Contract. Our approval of your insurance shall neither relieve nor decrease your liability under this contract.
14. **PERIODIC REVIEW OF INSURANCE.** 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 reasonably 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 requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.
15. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
16. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
17. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
18. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 19.
- 18.1. **Work In Progress.** Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
- 18.2. **Payment.** We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.
19. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
20. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.
21. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. Failure to comply may result in your vehicle being ticketed or towed without notice. Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.
22. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.
- PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

ADDITIONAL TERMS & CONDITIONS
FOR SERVICES OF INDEPENDENT CONTRACTOR

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("County") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("Contractor"), including Contractor's agents, employees or sub-contractors, wherein Contractor agrees to provide and County agrees to accept the services specified herein. **Contractor's signature indicates that Contractor has read and accepted these terms and conditions.**

1. STANDARD OF PERFORMANCE.

- A. Contractor and the professional staff subcontracted by Contractor represent that they have the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor and the professional staff subcontracted by 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 and the professional staff subcontracted by Contractor are engaged. All products of whatsoever nature which Contractor and the professional staff subcontracted by Contractor deliver 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 and/or the profession of the professional staff subcontracted by Contractor. Contractor and the professional staff subcontracted by Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor and the professional staff subcontracted by Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
- B. County may not modify or in any way alter the self-employment agreement entered into by Professionals and Contractor, including but not limited to payment of additional bonuses, modification of hourly wage, adjustment of benefits, or changes to hours commitments. Any adjustment requests must be submitted directly to Contractor in writing.

2. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.
3. **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 as applicable. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
4. **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

ADDITIONAL TERMS & CONDITIONS

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 materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) 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.

5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
13. **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

ADDITIONAL TERMS & CONDITIONS

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.

14. **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.

EXHIBIT A

STATEMENT OF WORK

1. **PROGRAM SUMMARY.** Contractor provides psychiatric evaluation and/or consultation via a secure tele-video connection, allowing face-to-face encounters between clients and physicians. Psychiatry services provided remotely include psychiatric assessment and evaluations, medication management, and medical consultation with County nursing staff, including, but not limited to, client/patient follow-up questions, medication side-effect issues and medication changes and refills.
2. **DEFINITIONS.**
 - A. "Telepsychiatry" shall mean any mental health service provided remotely via the internet and any form of teleconferencing equipment and software that allows real-time audio and visual communication between Contractor and County's client, and after sufficient initial examination also includes any and all subsequent telephone, fax, e-mail, and written communication necessary for Contractor to provide follow-up services to County's clients identified as under the established care of Contractor. At no point shall Contractor be asked or expected by County to provide mental health services of any kind to a client who has not been established as under the care of Contractor as defined by an initial evaluation that includes both visual and auditory interaction as required by California Telemedicine Development Act of 1996, Senate Bill 1665, Business & Professions Code Section 2242 and 2242.1 and 2290.5. All Contractor's providers are board certified by the American Board of Psychiatry and Neurology unless otherwise agreed upon between both parties in writing.
 - B. "Professional" shall mean Psychiatrists providing telepsychiatry services operating as subcontractors to Contractor. Use of Nurse Practitioners or Physician Assistants under the supervision of Contractor instead of Contractor's board certified psychiatrists would only be allowed after negotiation and agreement by both parties, and incorporation into this Agreement via an amendment as specified in the Standard Terms and Conditions, Section 20, Amendment.
3. **DESCRIPTION OF SERVICES.**
 - A. Contractor shall, upon request of County, refer Board-certified psychiatrists (hereafter "Professionals") to meet County's temporary staffing requirements. Board-eligible psychiatrists may be considered upon approval of the ADMHS Medical Director. Contractor's duty to make referrals hereunder is subject to the availability of Professionals.
 - B. Contractor will seek Professionals for County who meet the qualifications, experience, and requirements set forth in writing by County and provided to Contractor. County will provide Contractor with copies of job descriptions applicable to the Professionals requested. County shall have the right to conduct an interview with each Professional referred to County within five (5) business days from the time Contractor submits Professional's application and resume to County. Furthermore, County shall have the right to reject any referred Professional if in its sole discretion County does not believe the referred professional meets its specifications and request Contractor provide additional Professionals for consideration.
 - C. County further understands that any Professional presented by Contractor is an independent contractor, and is not an employee of Contractor.

EXHIBIT A

STATEMENT OF WORK

- D. Under the direction of the ADMHS Medical Director, Professional accepted by County shall perform the following duties, during hours mutually agreed upon between County and Contractor, via telepsychiatry:
- i. Contractor shall provide all necessary psychiatric medication management.
 - ii. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
 - iii. Prescribe psychiatric medication(s);
 - iv. Provide medication education for staff, clients, and families;
 - v. Participate in review, revision, and approval of assessments of clients;
 - vi. Participate in the development, review, revision, and approval of treatment plans;
 - vii. Provide consultation, training, and support of multi-disciplinary team members, as needed;
 - viii. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review;
 - ix. Adhere to documentation and reporting requirements established by County;
 - x. Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record.
- E. Contractor and Professionals may be asked to serve clients age 3 years and older.
- F. Contractor will not be required to provide any supervision and/or on-call duties unless specifically negotiated and agreed in writing.
4. **DOCUMENTATION.** Professionals will accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format. Contractor will enter all clinical documentation directly into County's Electronic Medical Record and electronic prescribing system at the time of service. In the event that Contractor is unable to access the electronic record for some reason, Contractor will notify County of the situation and shall provide all client services documentation to County via fax within five (5) business days from the date of service.
5. **RESPONSIBILITIES OF COUNTY.**
- A. County assures Contractor that all client-related paperwork that needs to be completed will first be completed for non-clinical data (including but not limited to: names, dates of service, diagnoses by most recent chart note, addresses, doctor's name and address, phone numbers, and any other non-clinical data that does not require a physician's clinical judgment) by County. Contractor providers and staff will not be expected to complete any non-clinical information on any forms when said information can be completed by a clerical staff person under the employment of County. It is at the Contractor's provider's clinical discretion as to whether or not any patient-related form is to be completed for clinical data and signed by the Contractor's provider. These

EXHIBIT A

STATEMENT OF WORK

forms include but are not limited to Social Security disability forms, In-Home Health Care, transportation passes, work releases, return to work forms, employment forms of any kind, school related forms, etc.

- B. Contractor shall provide all necessary telecommunication equipment for telepsychiatry sessions at Contractor's principal place of business. County shall provide all necessary telecommunication equipment for telepsychiatry sessions at County's facilities. County understands that by the nature of telepsychiatry, the interface between Contractor and County and County's clients is dependent upon the ability to connect through the internet and teleconferencing equipment and software, and County agrees to provide, at no cost to Contractor, Management Information System (MIS) support staff able and willing to maintain the operational functionality of said internet connection and teleconferencing equipment and software on site at County's facilities to ensure continuity of care and to minimize disruption in service delivery.
- C. County shall provide Contractor with the same County support staff that would be allotted to a mental health provider employed by County, including, but not limited to clerical, receptionist, scheduling; nursing, records maintenance, and MIS.

6. LENGTH OF ASSIGNMENT.

- A. Contractor will provide Professionals based on County's staffing needs for contractual assignments of a minimum of two (2) weeks in duration (the "Assignment").
- B. County may extend the length of the Assignment by such periods as may be mutually agreed to by Contractor and the affected Professional.

7. QUALIFICATIONS AND SCREENING OF PROFESSIONALS.

- A. Contractor will provide County with background information on each referred Professional as specified in Exhibit A-1 and including: i) license query with the California Medical Board, ii) query United States Department of Health and Human Services (HHS) Office of Inspector General (OIG) Fraud Prevention and Detection; iii) Contractor self-assessment skills inventory; iv) background fingerprint check for record of past criminal record; and v) references, prior to commencement of the Assignment.
- B. All Professionals referred by Contractor shall be appropriately licensed and/or certified to practice in that profession in California.
- C. Each Professional referred by Contractor shall possess a minimum of one (1) year of full-time experience in an outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County.

- 8. **SUBSTITUTION OF PROFESSIONALS.** If the services of any Professional providing services under this Agreement are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).

EXHIBIT A

STATEMENT OF WORK

9. ADDITIONAL REQUIREMENTS.

- A. Professionals shall provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the Community Mental Health Services plan and policy as administered by the County's Director of Alcohol, Drug & Mental Health Services.
- B. County understands that Contractor will not provide services to clients being treated under Workers Compensation.

10. NOTIFICATION. Contractor will notify County immediately in the event of: any known complaints against licensed staff; any restrictions in practice or license as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any staff privileges being restricted at a hospital; any legal suits being initiated specific to Contractor's practice; any criminal investigation of Contractor that is initiated; or any other action being instituted which affects Contractor's license or practice (for example, sexual harassment accusations).

11. CONFIDENTIALITY. Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable). Patient records must comply with all appropriate State and Federal requirements.

EXHIBIT A – 1
CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

All independent contract Professionals must meet the following requirements, as verified by Contractor:

1. **Drug Screen.** Proof of a negative drug screen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drug screen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
2. **Background Check.** Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.
3. **Expired Documentation.** Professionals will NOT be allowed to work with an expired drug screen.
4. **Certificates/Licenses.** Provide to ADMHS Human Resources, a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.

EXHIBIT B
FINANCIAL PROVISIONS

1. **Contract Maximum.** For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$100000**.
2. **Payment.** Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by County. County's Designated Representative or designee shall review for approval biweekly the time records of Professional(s) on a form provided by Contractor or equivalent form provided by the County. Contractor shall submit to the County Designated Representative a biweekly invoice or certified claim on the County Treasury for the services performed over the period specified. The invoice must show the contract number, services performed, rate being charged, total charges and contain sufficient detail and/or provide supporting documentation to enable an audit of the charges. The County Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibit B-1 shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation of invoice. County may consolidate multiple bi-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.
3. **County's Designated Representative:**

Santa Barbara County Department of
Alcohol, Drug and Mental Health Services
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
admhs_accounts_payable@co.santa-barbara.ca.us
4. **Unsatisfactory Work.** County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
5. **Third Party Billing.** Contractor shall require that Professional does not bill patient, Medi-Cal or other health insurance for services which Contractor bills to the County.
6. **Taxes and Insurance.** Contractor does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors.
7. **Documentation.** Professionals shall enter into County's Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this agreement, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance. County may delay or not pay compensation to Contractor if records and/or the contents of those records are deficient or incomplete under Medi-Cal, Medicare, Medicaid and any other public and/or private insurance guidelines or in any delay or prevent County from receiving payment or reimbursement from Medi-Cal, Medicare, Medicaid and any other public and/or private insurance.

EXHIBIT B-1

SCHEDULE OF RATES

<u>Type of Service</u>	<u>Unit Reimbursement</u>	<u>Cost Per Unit</u>
Tele-psychiatry services -agreed upon schedule	Hour	\$165
Tele-psychiatry services in excess of agreed upon schedule.	Minute	\$3.15
Contract Maximum		Not to exceed the amount specified on the Purchase Agreement

