



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

June 03, 2014

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

ALCOHOL, DRUG AND MENTAL HEALTH SERVICES

File Reference No. 14-00413

RE: Consider recommendations regarding Fiscal Year 2013-2014 increases to temporary staffing and COP Agreements, as follows:

a) Approve and authorize the Chair to execute an Amendment to the Agreement with Medical Doctor Associates (not a local vendor) to increase the total Contract by \$190,000.00, for a total Contract not to exceed \$850,000.00, for the continued and additional provision of temporary psychiatrist services through June 30, 2014;

b) Approve and authorize the Chair to execute an Amendment to the Agreement with Maxim Healthcare Services, Inc. (not a local vendor) to increase the total Contract by \$300,000.00, for a new Contract maximum of \$550,000.00, for the continued and additional provision of temporary staffing services through June 30, 2014;

c) Approve and authorize the Chair to execute an Amendment to the Contractor on Payroll Agreement with Harold Ginsberg, MD, to increase the total Contract by \$11,110.00, for a new Contract maximum of \$56,870.00, for the continued and additional provision of psychiatry services through June 30, 2014; and

d) 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 significant 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.

A motion was made by Supervisor Farr, seconded by Supervisor Wolf, that this matter be Acted on as follows:

a) through c) Approved; Chair to execute; and

d) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

SECOND AMENDMENT 2013-2014

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number BC 14-089, by and between the **County of Santa Barbara** (County) and **Medical Doctor Associates** (Contractor), for the continued provision of Locum Tenens temporary physician services.

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

Whereas, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds in the amount of \$190000 to the prior Agreement maximum of \$660000 so as to compensate Contractor for the additional services to be rendered under this Agreement through June 30, 2014.

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

I. Delete Section 1, Contract Maximum, from Exhibit B, Financial Provisions, and replace with the following:

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 **\$850000**.

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

SECOND AMENDMENT 2013-2014

Exhibit B-1 SCHEDULE OF RATES

	Adult Outpatient Psychiatry	Child/ Adolescent Psychiatry	Inpatient Psychiatry†
Hourly Rate All Inclusive	\$170	\$185	\$195
Overtime (per hour)	\$187.50	\$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 Contract Maximum	<u>\$850000</u>		

† Rates for Inpatient Psychiatry may be up to \$195 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.

SECOND AMENDMENT 2013-2014

SIGNATURE PAGE

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 Agreement to be effective on the date executed by County.

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *[Signature]*
Deputy

Date: 6-6-14

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By: _____
Director

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: *[Signature]*
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: 6-3-14

CONTRACTOR:

MR. JIM GINTER, PRESIDENT
MEDICAL DOCTOR ASSOCIATES

By: *[Signature]*
Tax Id No 26-2936432

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: _____

SECOND AMENDMENT 2013-2014

SIGNATURE PAGE

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 Agreement to be effective on the date executed by County.

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By:  _____
Director

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

MR. JIM GINTER, PRESIDENT
MEDICAL DOCTOR ASSOCIATES

By: _____
Tax Id No 26-2936432

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By:  _____



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

January 21, 2014

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

ALCOHOL, DRUG AND MENTAL HEALTH SERVICES

File Reference No. 14-00079

RE: Consider recommendations regarding an Amendment to the Agreement with Medical Doctor Associates, as follows:

a) Approve and authorize the Chair to execute an Amendment to the Agreement with Medical Doctor Associates (not a local vendor) to add a rate specific to temporary psychiatry assignments at the Santa Barbara County Psychiatric Health Facility within the existing maximum Contract amount of \$660,000.00 through June 30, 2014, as previously approved by the Board of Supervisors on June 18, 2013; and

b) Determine that the approval of the Amendment to the Contract is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), finding that the activities are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activities in question may have a significant effect on the environment, the activities are not subject to CEQA.

A motion was made by Supervisor Farr, seconded by Supervisor Wolf, that this matter be Acted on as follows:

a) Approved; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 14-089**, by and between the **County of Santa Barbara** (County) and **Medical Doctor Associates** (Contractor), for the continued provision of Locum Tenens temporary physician services.

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

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 inpatient facilities, and due to the specialized nature of inpatient psychiatric services, in order to attract potential candidates to inpatient assignments, County and Contractor have agreed to an increase in the maximum hourly rate for inpatient psychiatric services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Section 7 of Agreement and replace with the following:

7. 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 and services of whatsoever nature which Contractor and the professional staff subcontracted by Contractor deliver to County pursuant to this Agreement shall be prepared and performed 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.

II. Delete Section I.D.ix of Exhibit A, Statement of Work, and replace with the following:

- ix. Adhere to documentation and reporting requirements established by County and as set forth in this Exhibit A, Section X.

III. Add Section X to Exhibit A, Statement of Work:

FIRST AMENDMENT

- X. **Documentation.** Professional staff subcontracted by Contractor 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 shall provide training to Professionals on documentation within seven days of beginning an Assignment. In addition, County will provide periodic peer review of documentation, and provide feedback to the Professional on the adequacy of documentation. During Contractor's background check process, Contractor will request that Professional's references provide feedback on the quality of Professional's past medical records documentation, and any deficiencies noted will be brought to the attention of County.

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

SCHEDULE OF RATES

	Adult Outpatient Psychiatry	Child/ Adolescent Psychiatry	Inpatient Psychiatry†
Hourly Rate All Inclusive	\$152.75	\$169	\$195
Overtime (per hour)	\$166*	\$182*	\$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 Contract Maximum	<u>\$660000</u>		

† Rates for Inpatient Psychiatry may be up to \$195 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.

FIRST AMENDMENT

SIGNATURE PAGE

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 First Amendment to be effective on the date executed by County.

ATTEST:

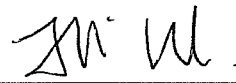
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy

Date: 1-21-14

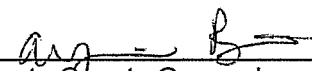
RECOMMENDED FOR APPROVAL:

ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

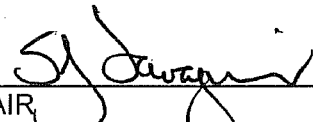
By: 
Director

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: 
CHAIR
BOARD OF SUPERVISORS

Date: 1-21-14

CONTRACTOR:

By: _____
Tax Id No 26-2936432.

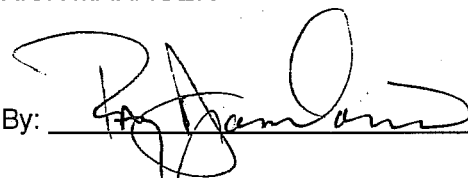
APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGER

By: 

FIRST AMENDMENT

SIGNATURE PAGE

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

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By _____
Director

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

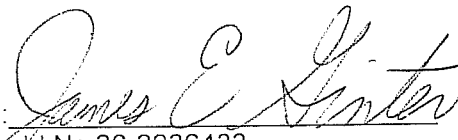
By _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

By: 
Tax Id No 26-2936432.

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

By _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

June 18, 2013

Present: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

ALCOHOL, DRUG AND MENTAL HEALTH SERVICES

File Reference No. 13-00487

RE: Consider recommendations regarding Fiscal Year 2013/2014 ADMHS Contracts, as follows:

a) Approve and authorize the Chair to execute a Contract with Medical Doctor Associates (not a local vendor) in an amount not to exceed \$660,000.00;

b) Approve and authorize the Chair to execute a Contract with PharMerica (not a local vendor) in an amount not to exceed \$494,000.00;

c) Approve and authorize the Chair to execute a Contract with Krassons, Inc. (not a local vendor) in an amount not to exceed \$219,200.00; and

d) Determine under CEQA Guidelines Section 15061(b)(3) that this activity is exempt from review on the basis that it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

A motion was made by Supervisor Farr, seconded by Supervisor Wolf, that this matter be Acted on as follows:

a) through c) Approved; Chair to execute; and

d) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC 14-089

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 Medical Doctor Associates, having its principal place of business at Norcross, Georgia (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Director (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Jim Ginter (telephone number 8007347435) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

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

To Contractor: Jim Ginter, President
 Medical Doctor Associates
 145 Technology Pkwy
 Norcross, GA 30092

B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.

3. **SCOPE OF SERVICES.** Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM.** Contractor shall commence performance by **7/1/2013** and complete performance by **6/30/2014**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.

5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the Contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Exhibit B, Section 4, after completing the increments identified in Exhibit B.

6. **INDEPENDENT CONTRACTOR.** Contractor shall perform all of its services under this Agreement as an Independent Contractor and not as an employee of County. Contractor

AGREEMENT

understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.

7. STANDARD OF PERFORMANCE.

- A. Contractor represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request, without additional compensation. Contractor shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
- 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.

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

9. **CONFLICT OF INTEREST.** Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor.

10. **RESPONSIBILITIES OF COUNTY.** County shall provide all information reasonably necessary to allow Contractor to perform the services contemplated by this Agreement.

11. **OWNERSHIP OF DOCUMENTS.** Upon production, County shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion.

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

AGREEMENT

12. **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 such records until such time that the State Department of Health Care Services completes its final audit for the fiscal year(s) covered by this Agreement, or not less than three (3) years from the end of the term of this Agreement, whichever is later. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor.
13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data as applicable. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** Contractor shall agree to defend, indemnify and hold harmless the County and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
15. **TAXES.** County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.
16. **DISPUTE RESOLUTION.** Any dispute or disagreement arising out of this Agreement shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the Contractor and of the County. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the Contractor's Program Manager and County's relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
 - A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the Contractor within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
 - B. Appeal – The Contractor may appeal the decision to the Santa Barbara County Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the Contractor's address for notices. The decision shall be final.
 - C. Continued Performance - Pending final decision of the dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement.
 - D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that

AGREEMENT

this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

17. TERMINATION.

A. **BY COUNTY.** County, by written notice to Contractor, may terminate this Agreement in whole or in part at any time, whether for County convenience or because of the failure of Contractor to fulfill the obligations herein. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

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

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

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

B. BY CONTRACTOR.

1. For Convenience. Contractor may, upon thirty (30) days written notice to County, terminate this Agreement in whole or in part at any time, whether for Contractor's convenience or because of the failure of County to fulfill the obligations herein. Following such termination, Contractor shall promptly cease work and notify County as to the status of its performance.
2. For Cause. If Contractor plans to terminate any Professional's contract for cause, it shall give County immediate notice. If any Professional providing services under this Agreement has terminated its relationship with Contractor, Contractor shall notify County immediately of such termination upon receipt of notice from Professional.

18. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any

AGREEMENT

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.

19. **NON-EXCLUSIVE AGREEMENT.** Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.
20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
21. **ASSIGNMENT.** Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder, now or hereafter existing at law or in equity or otherwise.
23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State Court, or in the Federal District Court nearest to Santa Barbara County, if in Federal Court.
25. **COMPLIANCE WITH LAW.** Contractor shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.
26. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
27. **SEVERABILITY.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement

AGREEMENT

shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts. Each counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
29. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
30. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other Agreement or Agreement to which Contractor is obligated, which breach would have a material effect hereon.
31. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
32. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between County and Contractor.
33. **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.

AGREEMENT

THIS AGREEMENT INCLUDES:

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

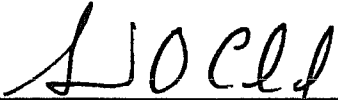
84

AGREEMENT

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

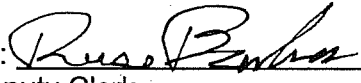
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: 
SALUD CARBAJAL, CHAIR
BOARD OF SUPERVISORS
Date: 6-18-13

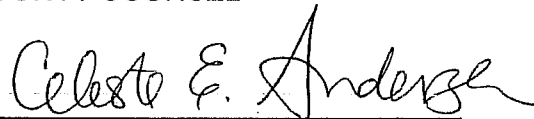
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

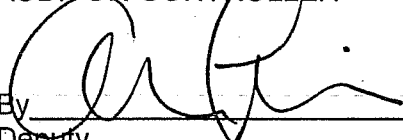
By: 
Deputy Clerk
Date: 6-19-13

By: _____
Tax Id No 26-2936432.
Date: _____

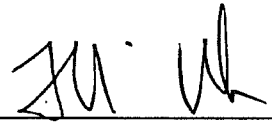
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel
Date: 5/16/13

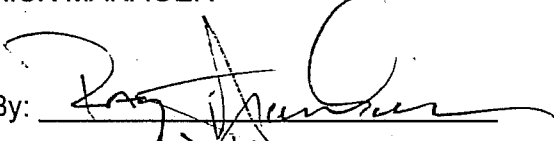
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, M.D., MPH
INTERIM DIRECTOR

By: 
Director
Date: 6/5/13

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: 
Date: 6/13/13

AGREEMENT

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

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

COUNTY OF SANTA BARBARA

By: _____
SALUD CARBAJAL, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

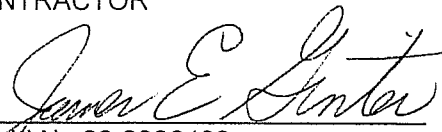
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, M.D., MPH
INTERIM DIRECTOR

By: _____
Director
Date: _____

CONTRACTOR

By: 
Tax Id No 26-2936432.
Date: 5/31/13

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

By: _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Date: _____

EXHIBIT A

STATEMENT OF WORK

I. 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.
- D. Under the direction of the ADMHS Medical Director, Professional accepted by County shall perform the following duties, as further detailed in the Job Description:
 - i. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California;
 - ii. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
 - iii. Prescribe and administer, as needed, 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. Perform other relevant work within the scope of Contractor's license.
 - xi. Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;

EXHIBIT A

STATEMENT OF WORK

- xii. Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, patient's record.

II. ACCEPTANCE OF SERVICES.

- A. 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. County must account for all hours including, but not limited to, approved time off, unplanned absences, etc.
- B. County's approval of such time records (including, but not limited to, costs of any applicable overtime rates and hours unaccounted for) shall be evidenced by both County's signature and signature of Professional(s) thereon and such approval shall constitute acceptance of the work performed by Professional(s) and County's agreement to pay Contractor according to the terms stated herein. All adjustments to time records must be submitted in writing prior to the completion of the Assignment.

III. 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.

IV. EMPLOYMENT OR CONTRACTING OF PROFESSIONALS.

- A. Subject to Section 17 of the Agreement, County agrees to accept the Professional for the entire Assignment and any extensions thereof through Contractor if the Professional's complete written profile is submitted by Contractor to the County before any other agency submits a profile to the County for the same Professional.
- B. Should any Professional introduced by Contractor remain independently with County or with any entity controlled by or in control of County, or for which placement County receives consideration, County agrees to pay Contractor a placement fee of \$20,000. This fee will be payable to Contractor prior to Professional's first day of permanent employment.

V. 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) a completed application, ii) license query with the CA Medical Board, iii) query HIS-OIG Fraud Prevention and Detection; iv) Contractor self-assessment skills inventory; v) background fingerprint check for record of past criminal record; and vi) 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.

EXHIBIT A

STATEMENT OF WORK

- 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. Each Professional referred shall possess a current CPR certificate and shall present said certificate to County upon request at time of commencement of the Assignment.
- E. Each Professional referred shall have a negative tuberculin skin test or negative chest x-ray.

VI. **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).

VII. ADDITIONAL REQUIREMENTS.

- A. Professionals may be required to appear for testimony for court and jury trials as determined necessary by the Conservator for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving.
- B. 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.

VIII. **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).

IX. **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:

- I. **Drugscreen.** Proof of a negative drugscreen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drugscreen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
- II. **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.
- III. **Physical.** Evidence of an acceptable physical with no work restrictions in the past 12 months is required prior to initial Assignment of Professional. County, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.
- IV. **Tuberculosis (TB) Test.** Proof of negative TB test within the previous 12 months is required prior to initial Assignment of Professional. For those Professionals that have tested positive for TB in the past, proof of a negative chest x-ray will be required.
- V. **Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
- VI. **Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
- VII. **Expired Documentation.** Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the County.
- VIII. **Certificates/Licenses.** Provide to ADMHS Quality Care Management Team (QCMT), 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 \$660000.
2. Rate. County agrees to reimburse Contractor at an All Inclusive Hourly Rate, as specified in Exhibit B-1, during the term of this Agreement. The All Inclusive Hourly Rate shall include all costs associated with Professional's services such as lodging, transportation to/from location of origin, meals and other travel.
3. 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. 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 BC 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.
4. 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
5. 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.
6. 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.
7. Contractor does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors.

EXHIBIT B-1

SCHEDULE OF RATES

	General Psychiatry	Child/ Adolescent Psychiatry
Hourly Rate All Inclusive	\$152.75	\$169
Overtime (per hour)*	\$166	\$182
Weeknight on-call Mon-Fri 5PM to 8AM	\$160	\$170
Weekend on-call Per 24 hrs 8AM to 8AM	\$550	\$600
Holiday call Per 24 hrs, 8AM to 8AM	\$840	\$900
Total Contract Maximum	<u>\$660000</u>	

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

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS FOR CONTRACTS REQUIRING PROFESSIONAL LIABILITY INSURANCE

INDEMNIFICATION

A. INDEMNIFICATION BY CONTRACTOR

Contractor shall indemnify, defend and hold County and County's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of Contractor and Contractor's, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

County shall indemnify, defend and hold Contractor and Contractor's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of County, and County's officers, agents and employees.

INSURANCE

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

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

EXHIBIT C

2. Insurance:

- A. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage and shall afford coverage for all premises, operations, products and completed operations of Contractor. County, its officers, agents, and employees shall be Additional Insured status on any general liability policy. The limit of liability of said policy or policies for general 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.
- B. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. The policy shall have a combined single limit of not less than \$1,000,000 for bodily injury and property damage, per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County.

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

- 3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of Contractor's 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 providing professional liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this Agreement.
- 4. Insurance for Contractor's Health Care Professionals. Contractor does not pay for nor provide Worker's Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors of the Contractor.

Contractor provides malpractice insurance for Professionals in accordance with Contractor's professional liability policy.

Contractor shall submit to the office of the County's designated representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. County shall maintain current certificate(s) of insurance at all times in the office of the County designated representative as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages

EXHIBIT C

resulting from Contractor's services of operation pursuant to the contract, nor shall it be deemed a waiver of County's rights to insurance coverage hereunder.

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

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