

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



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

Agenda Number:
Prepared on: 9/29/06
Department Name: Alcohol, Drug & Mental Health
Department No.: 043
Agenda Date: 10/24/06
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors
FROM: James L. Broderick, Ph.D., Director
Alcohol, Drug & Mental Health Services
STAFF CONTACT: Marianne Garrity, ADMHS Assistant Director, Administration
805-681-4092
SUBJECT: Supplemental Health Care Services Contract

Recommendation(s):

That the Board of Supervisors:

1. Approve and execute a contract with Supplemental Health Care Services (not a local vendor) in the amount of \$160,000 for FY 05/06 and \$245,000 for FY 06/07 to continue providing Locum Tenens psychiatric nurse services to mental health clinics in the North County. The contract term is from July 1, 2004 through June 30, 2007 (two year contract) for a total contract amount of \$405,000.
2. Authorize the Director of ADMHS to approve amendments to the proposed contract, provided that any such amendments do not exceed ten percent (10%) of the contract's dollar amount.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work and Visit.

Executive Summary and Discussion:

Supplemental Health Care Services is a private company specializing in providing temporary (Locum Tenens) psychiatric nurse coverage to health care agencies around the country. Supplemental Health Care Services provides credentialed and insured psychiatric nurses who are willing to work on a temporary basis in the underserved areas of Santa Barbara County.

Santa Barbara County previously executed a Purchase Agreement with **Supplemental Health Care Services** in the amount of \$85,000 for the period July 1, 2005 through June 30, 2006. During the term of that Purchase Agreement, Supplemental provided a greater number of services than originally contemplated by the Purchase Agreement, thereby incurring total expenses beyond the value of the Purchase Agreement and in excess of

\$100,000. This Agreement, which is made to cancel, nullify, and supersede said Purchase Agreement, provides \$160,000 for Fiscal Year 2005-2006. This Agreement also extends the term through June 30, 2007, providing \$245,000 for Fiscal Year 2006-2007.

Supplemental Health Care Services, Inc. was founded in 1984 and was originally created to give health care organizations access to traveling psychiatric and operating room nurses and technicians.

Supplemental Health Care helps hospitals, schools, prisons, skilled nursing facilities, health maintenance organizations, clinics and government and military organizations meet their everyday staffing needs - from common shortages to fluctuating service demands

Since entering into the governmental market two years ago, Supplemental Health Care has established contracts to service 29 different VA hospitals and State Government contracts in prison, nursing home and mental health hospitals in 14 states, including California.

Currently ADMHS utilizes the part time services of three traveling nurses in Santa Barbara County. The increased need for medical support and treatment in our Calle Real and Santa Maria Clinics necessitates increasing funding to support these nurses.

The two-year contract with Supplemental Health Care Services has furnished three Locum Tenens psychiatric nurses providing medical services to more than 1257 unduplicated clients for over 93,712 minutes

Santa Barbara County, Guadalupe, Santa Maria, and Lompoc have been federally designated as “rural and underserved areas.” This status creates an opportunity to increase the number of available psychiatric nurses within the county. ADMHS plans to actively recruit valuable candidates from this pool. It is anticipated this new opportunity will reduce the projected need for temporary Locum Tenens utilization by more than 50% over the next fiscal year.

In the interim, while mental health psychiatric nurse recruitment remains difficult, it is important to utilize Locum Tenens as a temporary measure while the Director and the County Human Resources Department continue to develop strategies to recruit psychiatric nurses who will make a long-term commitment to provide service in rural Santa Barbara County.

Approval of this contract amendment allows for continued care to Santa Barbara County’s seriously mentally ill residents.

Outcomes:

The **Supplemental Health Care Services** contract helps ADMHS meet **Recurring Performance Measure 0215**, to provide effective mental health care to 4,200 seriously mentally ill adults.

Mandates and Service Levels:

Mental Health Services are mandated by the Welfare and Institutions Code, Section 5600.

Fiscal and Facilities Impacts:

The two year \$405,000 Supplemental Health Care Services contract is funded by a combination of MediCal and Realignment funds. These funding sources are identified in the Adopted FY 2006-07 Budget, Federal and State Revenues, MediCal Revenue Line Item 5404, Realignment Revenue Line Item 4102 (page D-148 in the County Budget Book, Adult Services Division). The proposed expenditures are included in the FY 2006-07 budget for

Other Patient Services, Expenditure Line Item Account 7469. Execution of this contract will not increase the use of general fund dollars by the ADMHS Department.

These actions will not result in a need for any additional facilities.

Special Instructions:

Please send one (1) fully executed copy of the contract amendment and endorsed minute order to:

Alcohol, Drug & Mental Health Services

ATTN: Jack Juntunen, Contracts Analyst

300 N. San Antonio Road, Bldg. 3

Santa Barbara, CA 93110

Concurrence:

County Counsel

Auditor-Controller

Risk Management

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR
Supplemental Health Care Services

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 **Supplemental Health Care Services**, having its principal place of business at Buffalo, New York (hereafter **CONTRACTOR**) wherein **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the services specified herein.

COUNTY executed effective 7/1/2005 Purchase Agreement CN03802 with **CONTRACTOR** in the amount of \$85,000 for the period July 1, 2005 through June 30, 2006. During the term of that Purchase Agreement, **CONTRACTOR** provided, at the request of County, a greater number of services than originally contemplated by the Purchase Agreement, thereby incurring total expenses beyond the value of the Purchase Agreement and in excess of \$100,000. This Agreement, which is made to cancel, nullify, and supersede Purchase Agreement CN03802, provides \$160,000 for Fiscal Year 2005-2006. This Agreement also extends the term through June 30, 2007, providing \$245,000 for Fiscal Year 2006-2007.

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

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Administration (telephone 805.681.5220) is the representative of **COUNTY** and will administer this Agreement for and on behalf of **COUNTY**. David Wagner (telephone number 8005439399) 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:** David Wagner, Representative
Supplemental Health Care Services
2005 Sheridan Dr.
Buffalo, NY 14223

- 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.

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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 **7/1/2006** and complete performance by **6/30/2007**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.
5. **COMPENSATION OF CONTRACTOR. CONTRACTOR** shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. **CONTRACTOR** shall bill **COUNTY** by invoice, which shall include the contract number assigned by **COUNTY**. **CONTRACTOR** shall direct the invoice to **COUNTY'S** "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.
6. **INDEPENDENT CONTRACTOR. CONTRACTOR** shall perform all of its services under this Agreement as an independent **CONTRACTOR** and not as an employee of **COUNTY**. **CONTRACTOR** understands and acknowledges that it shall not be entitled to any of the benefits of a **COUNTY** employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE. CONTRACTOR** represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, **CONTRACTOR** shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which **CONTRACTOR** is engaged. All products of whatsoever nature which **CONTRACTOR** delivers to **COUNTY** pursuant to this Agreement shall be prepared in a manner which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in **CONTRACTOR'S** profession. **CONTRACTOR** shall correct or revise any errors or omissions, at **COUNTY'S** request, without additional compensation. **CONTRACTOR** shall obtain and maintain all permits and/or licenses required for performance under this Agreement without additional compensation, at Contractor's own expense.
8. **NON-DISCRIMINATION. COUNTY** hereby notifies **CONTRACTOR** that Santa Barbara County's Unlawful Discrimination Ordinance (Santa Barbara County Code, Chapter 2, Article XIII) applies to this Agreement and is incorporated herein by reference with the same force and effect as if the ordinance were specifically set out herein. **CONTRACTOR** hereby agrees to comply with said ordinance.
9. **CONFLICT OF INTEREST. CONTRACTOR** covenants that **CONTRACTOR** presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such interest shall be employed by **CONTRACTOR**.

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10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary to allow **CONTRACTOR** to perform the services contemplated by this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** Upon production, **COUNTY** shall be the owner of the following items incidental to this Agreement, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. **CONTRACTOR** shall be the legal owner and Custodian of Records for all **COUNTY** client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). **CONTRACTOR** shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. **CONTRACTOR** further agrees to provide **COUNTY** with copies of all **COUNTY** client file documents resulting from this Agreement without requiring any further written release of information.
- No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of **COUNTY**. Within HIPAA guidelines, **COUNTY** shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.
12. **RECORDS, AUDIT, AND REVIEW.** **CONTRACTOR** shall keep those business records or documents created pursuant to this Agreement that would be kept by a reasonably prudent practitioner of **CONTRACTOR'S** profession and shall maintain such records in a manner consistent with applicable Federal and State laws. All account records shall be kept in accordance with generally accepted accounting practices. **COUNTY** shall have the right to audit and review all such documents and records, either at any time during **CONTRACTOR'S** regular business hours, or upon reasonable notice to **CONTRACTOR**. **CONTRACTOR** agrees to retain such records and documents for a period of not less than three (3) years, following the termination of this Agreement.
13. **COMPLIANCE WITH HIPAA.** **CONTRACTOR** is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. **CONTRACTOR** is considered a Business Associate per the HIPAA regulations and shall adhere to the **COUNTY** Business Associate Agreement, which is attached and included by reference and marked as Exhibit BAA. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.
14. **INDEMNIFICATION AND INSURANCE.** **CONTRACTOR** shall agree to defend, indemnify and hold harmless the **COUNTY** and to procure and maintain insurance in

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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 contract shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the **CONTRACTOR** and of the **COUNTY**. If the dispute or disagreement cannot be resolved at this level, it is to be elevated to the **CONTRACTOR'S** Program Manager and **COUNTY'S** relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
 - A. Decision – Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the **CONTRACTOR** within thirty (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
 - B. Appeal – The **CONTRACTOR** may appeal the decision to the Santa Barbara **COUNTY** Alcohol, Drug, and Mental Health Services Director or designee. The decision shall be put in writing within twenty (20) days and a copy thereof mailed to the **CONTRACTOR'S** address for notices. The decision shall be final.
 - C. Continued Performance - Pending final decision of the dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Agreement.
 - D. Dispute Resolution - The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular dispute resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.

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

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

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

2. For Cause. Should **CONTRACTOR** default in the performance of this Agreement or materially breach any of its provisions, **COUNTY** may, at **COUNTY'S** sole option, terminate this Agreement by written notice which shall be effective upon receipt by **CONTRACTOR**.

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

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

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

AGREEMENT

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

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

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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 contract or Agreement to which **CONTRACTOR** is obligated, which breach would have a material effect hereon.
31. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
32. **COMMUNICATION.** **CONTRACTOR** shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that Santa Barbara County Alcohol, Drug, and Mental Health Department provides all or some of the funding for the program.
33. **PRIOR AGREEMENTS.** Upon execution, this Agreement supersedes all prior Mental Health Services agreements between **COUNTY** and **CONTRACTOR**.
34. **COURT APPEARANCES.** Upon request, **CONTRACTOR** shall cooperate with **COUNTY** in making available necessary witnesses for court hearings and trials, including **CONTRACTOR'S** staff that have provided treatment to a client referred by **COUNTY** who is the subject of a court proceeding. **COUNTY** shall issue Subpoenas for the required witnesses upon request of **CONTRACTOR**.
35. **NONAPPROPRIATION.** In the event that no funds, or insufficient funds, are appropriated, budgeted, or otherwise made available, **COUNTY** will immediately notify **CONTRACTOR** of such occurrence and the Agreement may be terminated by **COUNTY**. Subsequent to the termination of this agreement under this provision, **COUNTY** shall have no obligation to make payments with regard to the remainder of the term.

AGREEMENT

THIS AGREEMENT INCLUDES:

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

AGREEMENT

Agreement for Services of Independent **CONTRACTOR** between the COUNTY of Santa Barbara and Supplemental Health Care Services.

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

COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

CONTRACTOR

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

By: _____
Tax Id No 16-1216796.

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____
Director

By: _____

EXHIBIT A

STATEMENT OF WORK

1. **CONTRACTOR** agrees to provide the following services:

CONTRACTOR will serve as a health care staffing firm providing traveling psychiatric nurses to the Psychiatric Health Facility for County of Santa Barbara, at ADMHS. **CONTRACTOR'S** specific responsibilities and duties will include, but not be limited to the following:

- A. Recruit and recommend locum tenens psychiatric nurses that are licensed and qualified to serve on behalf of **COUNTY**, under the general direction of the Director or designee;
- B. **CONTRACTOR** shall provide to Alcohol, Drug & Mental Health Services a letter of introduction for the recommended psychiatric nurse to the ADMHS Medical Director; and
- C. The **CONTRACTOR** shall ensure that the locum tenens psychiatric nurse accepted by ADMHS is aware and agrees to perform the following duties:
 - i. Under supervision by County employee, will perform Psychiatric Nurse duties as assigned,
 - ii. Assist clients in developing necessary coping skills,
 - iii. Administer and monitor medications for clients;
 - iv. Evaluate and assess the need for mental health services for ADMHS clients;
 - v. Adhere to documentation and reporting requirements established by **COUNTY**;
 - vi. Perform other relevant work within the scope of the psychiatric nurse license, and
 - vii. Perform related duties as required

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Rates)

1. 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 the value shown on the Agreement.
2. Payment for services and/or reimbursement of costs shall be made upon **CONTRACTOR'S** satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment for services shall be based upon the expenses and hourly rates for personnel, as defined in EXHIBIT B-1 (Schedule of Rates). Invoices submitted for payment that are based upon EXHIBIT B-1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
3. Monthly **CONTRACTOR** shall submit to **COUNTY DESIGNATED REPRESENTATIVE** an invoice or certified claim on the County treasury for the service performed over the period specified. **COUNTY'S** representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing. **COUNTY** shall pay invoices or claims for satisfactory work within thirty (30) days of presentation.
4. **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. **COUNTY'S** Designated Representative:

Santa Barbara County Department of
Alcohol, Drug and Mental Health Services
Attn: Accounts Payable
300 North San Antonio Road
Santa Barbara, CA 93110
6. Proper Invoice: The invoice must show the Agreement number, services performed, rate being charged, and total charges.

EXHIBIT B-1

SCHEDULE OF RATES

<u>Service</u>	<u>Unit</u>	<u>Rate</u>
Registered Nurse	Hourly	\$54.50
Licensed Practical Nurse	Hourly	\$44.50
Overtime (over 40 hours per week or over 8 hours a day)	Hourly	1 ½ times the hourly rate
On-Call	Hourly	\$6.00

Contract Total for FY 05-06	\$160,000
Contract Total for FY 06-07	\$245,000
Contract Maximum	\$405,000

CONTRACT SUMMARY

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year 05-07
D2. Budget Unit Number (plus -Ship/Bill codes in parenthesis) 043
D3. Requisition Number.....
D4. Department Name..... Alcohol, Drug, and Mental Health Services
D5. Contact Person Jack Juntunen
D6. Telephone (805) 681-4090

K1. Contract Type (check one): Personal Service p Capital
K2. Brief Summary of Contract Description/Purpose..... Locum tenens psychiatric nurses
Contract Administrator - Daniel G. Blatz - dan@travelnurses.com
K3. Contract Amount \$405,000
K4. Contract Begin Date..... 7/1/2006
K5. Original Contract End Date 6/30/2007
K6. Amendment History (leave blank if no prior amendments).....

Table with 7 columns: Seq#, EffectiveDate, ThisAmndtAmt, CumAmndtToDate, NewTotalAmt, NewEndDate, Purpose (2-4 words). Contains 2 rows of data.

K7. Department Project Number :
B1. Is this a Board Contract? (Yes/No)..... Yes
B2. Number of Workers Displaced (if any) N/A
B3. Number of Competitive Bids (if any)..... N/A
B4. Lowest Bid Amount (if bid) N/A
B5. If Board waived bids, show Agenda Date..... N/A
and Agenda Item Number
B7. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)

F1. Encumbrance Transaction Code..... 1701
F2. Current Year Encumbrance Amount \$160,000 (05-06),
F3. Fund Number 0044
F4. Department Number..... 4551
F5. Division Number (if applicable)
F6. Account Number 7469
F7. Cost Center number (if applicable) 4551
F8. Payment Terms.....

V1. Vendor Numbers (A=Auditor; P=Purchasing)
V2. Payee/CONTRACTOR Name Supplemental Health Care Services
V3. Mailing Address 2005 Sheridan Dr.
V4. City State (two-letter) Zip (include +4 if known) Buffalo, CA 14223
V5. Telephone Number 8005439399
V6. CONTRACTOR's Federal Tax ID Number (EIN or SSN) 16-1216796
V7. Contact Person..... David Wagner
V8. Workers Comp Insurance Expiration Date 10/1/2006
V9. Liability Insurance Expiration Date[s] (G=Genl; P=Profl) G 10/1/2006 P
V10. Professional License Number.....
V11. Verified by (name of COUNTY staff) Cathy Fox
V12. Company Type (Check one): p individual p Sole Proprietorship pi Partnership [x] Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

I. INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

CONTRACTOR shall notify the **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

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

CONTRACTOR shall notify the **COUNTY** immediately in the event of any accident or injury arising out of or in connection with this Agreement.

2. INSURANCE

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

Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all **CONTRACTOR'S** staff while

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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.

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

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

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

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

EXHIBIT C

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.

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

3. In the event the **CONTRACTOR** is not able to comply with the **COUNTY'S** insurance requirements, **COUNTY** may, at their sole discretion and at the **CONTRACTOR'S** expense, provide compliant coverage.

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

EXHIBIT BAA

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

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

2. Further Disclosure of PHI

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

3. Safeguarding PHI

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

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic security training.

4. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, “security incident” shall mean the attempted or successful

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

² “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

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unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

5. Agents and Subcontractors of the Business Associate

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

6. Access to PHI

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

7. Amendments to Designated Record Sets

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

8. Documentation of Uses and Disclosures

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

9. Accounting of Disclosure

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

10. Records Available to Covered Entity and Secretary

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

EXHIBIT BAA

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

11. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

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

12. Amendments

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

13. Mitigation of Disallowed Uses and Disclosures

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

14. Termination of Agreement

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

15. Definitions

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

16. Interpretation

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