



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

June 21, 2016

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

BEHAVIORAL WELLNESS

File Reference No. 16-00490

RE: Consider recommendations regarding a Barton Associates Staffing Contract with the Department of Behavioral Wellness for Fiscal Years 2015-2017, as follows:

a) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with Barton Associates (not a local vendor), to increase the maximum contract amount for Fiscal Year 2015-2016 to \$420,000.00, inclusive of \$100,000.00 under Purchase Order CN19132 but which otherwise cancels, nullifies and supersedes Purchase Order CN19132, and to extend the term of the Agreement into Fiscal Year 2016-2017 for \$700,000.00, for a total contract maximum amount not to exceed \$1,120,000.00 for the period December 9, 2015 through June 30, 2017; and

b) 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 potentially physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

A motion was made by Supervisor Lavagnino, 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



BOARD OF SUPERVISORS
AGENDA LETTER

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

Agenda Number:

2016 JUN 10 AM 8:10

COUNTY OF SANTA BARBARA
CLERK OF THE

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: June 21, 2016
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from: N/A
Vote Required: Majority

TO: Board of Supervisors
FROM: Board Member(s) Alice A. Gleghorn, PhD, Director
Behavioral Wellness, 681-5220
Contact Info: Dr. Ole Behrendtsen, Medical Director
Behavioral Wellness, 681-5220
SUBJECT: Barton Associates Staffing Contract, FY 15-17

*on behalf
of LW*

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **Barton Associates** (not a local vendor), to increase the maximum contract amount for Fiscal Year 15-16 to \$420,000, inclusive of \$100,000 under Purchase Order CN19132 but which otherwise cancels, nullifies and supersedes Purchase Order CN19132, and to extend the term of the Agreement into Fiscal Year 16-17 for \$700,000, for a total contract maximum amount not to exceed \$1,120,000 for the period December 9, 2015 through June 30, 2017.
- B. 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 potentially physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

Summary Text:

The Santa Barbara County Department of Behavioral Wellness provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, including psychiatric and nursing

services at its County facilities. Behavioral Wellness uses temporary staffing agencies to provide locum tenens psychiatrists, physician assistants and nurses backfill staffing shortages in budgeted positions, ensuring client access to care in a timely manner.

Approval of the recommended actions will allow Behavioral Wellness to continue to provide mandated and greatly needed psychiatry and nursing services in the Lompoc and Santa Maria areas without disruption to services.

Background:

Behavioral Wellness currently uses locum tenens temporary physicians to fill ongoing needs for psychiatric staff at outpatient facilities. Barton Associates provides temporary physician assistants and nurse practitioners to backfill vacancies at the Psychiatric Health Facility, Behavioral Wellness clinics, and at other Behavioral Wellness programs as needed.

Due to ongoing shortages of psychiatrists, Behavioral Wellness has had to continue to contract with locum tenens and since psychiatrists for Lompoc and Santa Maria are particularly difficult to find, this year we added Barton Associates. Since December 9, 2015, five (5) healthcare professionals have started and worked with the County.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Sources	FY 15-16	Fy 16-17
General Fund		
State	\$ 210,000.00	\$ 350,000.00
Federal	\$ 210,000.00	\$ 350,000.00
Fees		
Other:		
Total	\$ 420,000.00	\$ 700,000.00

Narrative: The above referenced contracts are funded by State and Federal funds. The funding sources are included in the FY 15-16 Adopted Budget and the FY 2016-2017 Proposed Budget.

Key Contract Risks:

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

Barton Associates refused to agree to certain parts of the County’s standard terms, imposing additional risks on the County. However, the Department of Behavioral Wellness believes the benefits of the services Barton provides will outweigh these risks. Specifically, Barton required the following changes to the County’s standard terms and conditions that may increase the County’s risks or duties:

- Any audits performed concerning this agreement will be at the County's sole expense, not Barton's.
- Barton required mutual certification of compliance with law by County, despite Barton's role as the contracted service provider.
- Barton has added language disclaiming any representation or warranty of the services it will provide, including the competencies and qualifications of its Professionals. This is a departure from other staffing agency agreements, in which contractors certify the accuracy and completeness of information they provide to the County.
- The indemnity and insurance requirements (Exhibit C) negotiated for this Agreement vary from the County's standard terms.

Special Instructions:

Please email one (1) executed copy of the signature page and one (1) minute order to:
admhscontractsstaff@co.santa-barbara.ca.us.

Attachments:

Attachment A: Barton Associates FY 15-17

Authored by:

Q. Lopez

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC _____

THIS AGREEMENT (hereafter "**Agreement**") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "**County**") and Barton & Associates Inc. located at 300 Jubilee Drive, Peabody, MA 01960 (hereafter "**Vendor**"; or "**Contractor**") and together with County, each a "**Party**" and collectively the "**Parties**" wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

WHEREAS, County executed a Purchase Agreement CN19132 with Contractor in the amount of \$100,000 for the period of December 9, 2015 through June 30, 2016 for independent contractor locum tenens services. During the term of that Purchase Agreement, County anticipates that Contractor will provide, at the request of the County, a greater number of services than originally contemplated by the Purchase Agreement, and will incur total expenses beyond the value of the Purchase Agreement and in excess of \$100,000. This Agreement is intended to cancel, nullify, and supersede Purchase Agreement CN19132 and provides a total of \$420,000 for Fiscal Year 2015-2016 and \$700,000 for Fiscal Year 2016-2017.

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

1. DESIGNATED REPRESENTATIVE

Medical Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Jessica Hollenbeck at 512-982-2485 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice (including email) to the other party.

2. NOTICES

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

To County: Director
 Santa Barbara County
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Barton & Associates, Inc.
 Legal Dept.
 300 Jubilee Drive
 Peabody, MA 01960
 Phone: 512-982-2485
 FAX: 512-982-2439

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

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

Contractor shall commence performance on December 9, 2015 and end performance upon completion, but no later than June 30, 2017 unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement. For the avoidance of doubt, Professionals placed under this Agreement shall not for any purpose be considered an employee of Contractor and are not entitled to any benefits that employees of Contractor are entitled to.

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 are engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

Contractor represents that to the best of its knowledge, Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, it will take commercially reasonable efforts to employ no person having any such interest. Contractor must disclose to the County any known potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

County shall be the owner of the following items incidental to the performance of this Agreement, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any materials under this paragraph except after prior written approval of County or as required by law.

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records for the lesser of such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all County Placement Orders (as defined in Exhibit A) and invoices related to the services performed by Professionals hereunder, and this Agreement at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the reasonable and necessary examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any reasonable and necessary audits and reviews, whether by County or the State, at the sole cost of County.

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

19.1 Cancellation of Assignment. Subject to Article 19.2 below:

(a) *For convenience of either party:* if either Party desires to cancel any licensed healthcare provider's ("**Professional(s)**") assignment ("**Assignment**") for any reason or no reason (each, a "Cancellation for Convenience"), the cancelling Party shall provide the other at least thirty (30) calendar days' written notice of such cancellation.

(b) For cause: As set forth in Exhibit A, County shall have the right to immediately cancel the Assignment of any Professional for negligence or misconduct.

19.2 Effects of Cancellation or Termination:

(a) Termination of this Contract or cancellation of any Assignment, for any or no reason, shall not release either Party from any obligation or liability to the other Party, including without limitation any payment obligation, that: (i) has already accrued hereunder; (ii) comes into effect due to such termination or cancellation; or (iii) otherwise expressly or impliedly survives such termination or cancellation;

(b) Termination of this Contract automatically cancels all Assignments;

(c) Thirty (30) days after any Cancellation for Convenience by County or cancellation or termination for any material breach by County (each, a "**County-Based Cancellation or Termination**"), County shall pay to Contractor an amount equal to: (i) the total fees set forth in this Agreement and/or the applicable written assignment confirmation letter(s) ("**Assignment Confirmation Letter**") or Contractor's placement order ("**Placement Order**", in substantially the same form as attached hereto as Exhibit D) ("**Assignment Fees**") that would have been payable to Contractor under the cancelled Assignment but for such cancellation or termination, up to a maximum of twenty (20) calendar days (collectively, under this Section 19.2, the "**Assignment Liquidated Damages**");

(d) Upon any Cancellation for Cause by County or Cancellation for Convenience by Contractor, County shall pay to Contractor all Assignment Fees in connection with services performed by Professional(s) before the effective date of such cancellation.

19.3 Assignment Liquidated Damages: The Parties intend that the Assignment Liquidated Damages constitute compensation, not a penalty. The Parties acknowledge and agree that the harm caused by any Cancellation for Convenience or County-based Cancellation or Termination would be impossible or very difficult to accurately estimate, and that the Assignment Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise therefrom. County's payment of the Assignment Liquidated Damages is County's sole liability and entire obligation, as well as Contractor's exclusive remedy, for any Cancellation for Convenience or County-Based Cancellation or Termination.

19.4 Termination of Agreement:

a) For Convenience: Subject to this Section 19, either Contractor or County may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days' notice in writing to the other Party.

b) For Cause: Subject to this Section 19, upon a material breach of the Contract by either County or Contractor, the other Party may terminate by written notice as specified in this Section 19.

Work in Progress: Unless otherwise directed in the notice of termination all work under this Agreement must be immediately halted.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by both Parties.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. All requests for changes to this Agreement shall be in writing and be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor’s address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

Each Party shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement that are applicable to a Party’s performance under this Agreement. The judgment of any court of competent jurisdiction, or the admission of a Party in any action or proceeding against the other Party, whether a Party is a party thereto or not, that such Party has violated any such ordinance or statute, shall be conclusive of that fact as between the Parties.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL

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

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. COMPLIANCE WITH HIPAA

Contractor shall not be considered County or the State of California's "business associate" as defined under the Health Insurance Portability and Accountability Act of 1996 (as amended, and including its promulgating regulations, "HIPAA"), because, among other reasons, Contractor does not: (i) perform any services or functions covered under HIPAA for or on behalf of County or the State of California; or (ii) use or disclose any "protected health information" (as defined under HIPAA, "PHI") pursuant to this Agreement.

34. PRIOR AGREEMENTS

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

35. MANDATORY DISCLOSURE

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

36. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Contractor shall direct all Professionals to comply with the requirements of 45 CFR Part 75

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

- A. CONTRACTOR, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or

employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

38. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

39. CERTAIN LIMITATIONS

(a) *Exclusion/Disclaimer.* CONTRACTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER TO COUNTY OR ANY THIRD PARTY, WHETHER ORAL OR WRITTEN, RELATING TO ANY SERVICES PROVIDED BY CONTRACTOR OR ANY ACTS, OMISSIONS, DECISIONS, JUDGMENTS, COMPETENCIES, QUALIFICATIONS, AVAILABILITY, WILLINGNESS, OR PROFESSIONALISM OF ANY PROFESSIONAL (INCLUDING, IF APPLICABLE, WITH RESPECT TO ANY PROFESSIONAL'S FAILURE TO PERFORM ANY ASSIGNMENT IN WHOLE OR IN PART), INCLUDING WITHOUT LIMITATION ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; AND (IV) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY EXCLUDED OR DISCLAIMED BY CONTRACTOR.

(b) *Limitation of Liability.* IN NO EVENT SHALL EITHER PARTY OR ANY OF EITHER PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, OR AGENTS BE LIABLE UNDER THIS CONTRACT TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE, OR PROFIT, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WERE ADVISED. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 39(b) SHALL BE CONSTRUED TO LIMIT CONTRACTOR'S OBLIGATIONS ARISING FROM SECTION A OF EXHIBIT C ("INDEMNIFICATION").


THIS AGREEMENT INCLUDES:

1. EXHIBIT A –
 - i. EXHIBIT A – Statement of Work
 - ii. EXHIBIT A-1 Credentialing Requirements for Healthcare Professionals
2. EXHIBIT B –
 - i. EXHIBIT B – Payment Arrangements
 - ii. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
 - iii. Exhibit B-2 – Schedule of Rates, Professionals other than Psychiatrist, Nurse Practitioner/Physician Assistant
3. EXHIBIT C – Indemnification and Insurance
4. EXHIBIT D – Placement Order Template (Barton & Associates)


Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Barton & Associates, Inc.**

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

COUNTY OF SANTA BARBARA:

By: 
PETER ADAM
CHAIR, BOARD OF SUPERVISORS
Date: 6/21/2016

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 6/24/2016

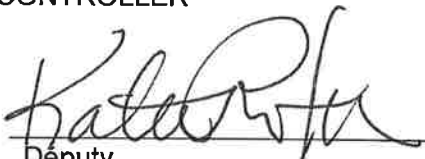
CONTRACTOR:
Barton & Associates, Inc.

By: _____
Authorized Representative
Name: _____
Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
Director

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: 
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Barton & Associates, Inc.**

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

COUNTY OF SANTA BARBARA:

By: _____
PETER ADAM
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Barton & Associates, Inc.

By: _____
Authorized Representative

Name: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

AGREEMENT

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Barton & Associates, Inc.**

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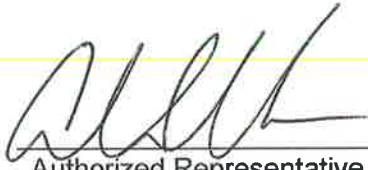
COUNTY OF SANTA BARBARA:

By: _____
PETER ADAM
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:
Barton & Associates, Inc.

By: _____
Deputy Clerk
Date: _____

By:  _____
Authorized Representative
Name: Andrew J. Burke, General Counsel
Date: June 8, 2016

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management

Statement of Work

THIS EXHIBIT A INCLUDES THE FOLLOWING PARTS:

1. EXHIBIT A - Statement of Work
1. EXHIBIT A-1 – Credentialing Requirements for Healthcare Professionals

1. DEFINITIONS.

- A. "Professionals" shall mean Contractor-referred candidates meeting County's qualifications for any or all positions.
- B. "Refer"/"Referral" shall mean Contractor's presentation of Professional candidates to County for consideration, to fill a particular assignment request by County.
- C. "Accept" shall mean when County has verified a referred candidate's background as suitable for a particular assignment and informs Contractor of County's wish to hire that candidate for an Assignment.
- D. "Assignment" shall mean County's offer of a position of responsibility with the County to a Professional, for the duration set forth in Contractor's Assignment confirmation letter signed by County.

2. DESCRIPTION OF SERVICES.

- A. Barton & Associates, Inc. ("**Contractor**"), located at 300 Jubilee Drive, Peabody, MA 01960 shall provide healthcare recruitment and placement services to the Santa Barbara County Department of Behavioral Wellness ("**County**") located at 300 N. San Antonio Road, Santa Barbara, CA 93110.
- B. Contractor shall, upon request of County refer Professionals to meet County's temporary staffing requirements. Professionals may be considered upon approval of County Behavioral Wellness Medical Director. Contractor's duty to make referrals hereunder is subject to the availability of Professionals.
- C. Contractor will use commercially reasonable efforts to 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 begin to conduct credentialing activities, including, but not limited to, conducting an interview with each Professional referred to County within five (5) business days from the time Contractor submits Professional's application and résumé 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. Upon County's acceptance of a Professional, Contractor shall submit a written Assignment Confirmation Letter or Placement Order, reflecting the agreed upon terms of the Professional's Assignment, including length of Assignment, work schedule, and hourly rate to the Behavioral Wellness' Medical Director or designee. County shall sign the Assignment Confirmation Letter or Placement Order within two (2) business days.
- D. County further understands that any Professional referred by Contractor is an independent contractor, and is not an employee of Contractor. As such, Contractor shall not control, exercise any judgment over, influence, or attempt to influence whatsoever any acts or decisions of any Professionals, who are highly educated, autonomous professionals that exercise and control their own acts, decisions, and

judgments. Additionally, Contractor does not withhold or pay any federal, state, or local taxes (except as required by law) or provide any worker's compensation or unemployment insurance or any other form of employment-related or retirement benefits or insurance for or on behalf of any Professionals.

3. QUALIFICATIONS AND SCREENING OF PROFESSIONALS.

- A. Contractor will provide County with the requested background information on each referred Professional including: i) a completed application and/or Curriculum Vitae, ii) license query with the California Medical Board and/or Board of Registered Nursing, iii) query Health and Human Services – Office of Inspector General (HH-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 qualified Professionals who have been selected by County for Assignment to positions in billable specialty areas must be eligible to participate in Medicare, Medicaid and/or other federal health care programs; must possess a National Provider Identifier (NPI); must possess a valid Drug Enforcement Agency (DEA) licensed in the State of California, and, where applicable, will be required to meet the following criteria:
 - i. Submit a completed credentialing application and/or required documentation for credentialing as applicable (see Exhibit A-1);
 - ii. Possess a valid third-party billable provider certification (such as Medicare, Medi-Cal and/or private insurance) OR have submitted a completed billable provider application, along with the required documentation, in order to obtain the appropriate billable provider status.

- C. All professionals referred by Contractor and accepted by County:
 - i. Shall be appropriately licensed and/or certified to practice in that profession in California;
 - ii. 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.
 - iii. Shall possess a current CPR certificate and shall present said certificate to County upon request at time of commencement of the Assignment.
 - iv. Shall have a negative tuberculin skin test or negative chest x-ray.

- D. Failure to meet these criteria where applicable two (2) weeks PRIOR to start work date may result in the delay of appointment and/or cancellation of assignment offer. Once assigned, all qualified candidates/employees will be required by County to maintain these qualifications throughout their length of employment. Failure to

**EXHIBIT A
STATEMENT OF WORK**

demonstrate (show proof) of qualifications shall result in the termination of assignment.

4. DESCRIPTION OF PROFESSIONAL SERVICES.

- A. Under the direction of the Behavioral Wellness Director or Psychiatric Health Facility (PHF) Medical Director, Professionals accepted by County for Assignment may be required to perform the following duties or those otherwise agreed in writing by the County, Professional, and Contractor:
- i. Psychiatrist:
 - 1. Provides as needed all psychiatric services allowed under the scope of licensure as licensed physician and surgeon in California;
 - 2. Performs diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
 - 3. Prescribes and administers, as needed, psychiatric medication(s);
 - 4. Provides medication education for staff, clients, and families;
 - 5. Participates in review, revision, and approval of assessments of clients;
 - 6. Participates in the development, review, revision, and approval of treatment plans;
 - 7. Provides consultation, training, and support of multi-disciplinary team members, as needed;
 - 8. Participates in utilization review, medication monitoring, quality improvement protocols, and peer review;
 - 9. Adheres to documentation and reporting requirements established by County;
 - 10. Performs other relevant work within the scope of Contractor's license;
 - 11. Accepts training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
 - 12. Efficiently provides bridge orders for medications previously prescribed based on input from the clinic staff and, when necessary, patient's records.
 - ii. Nurse Practitioner:
 - 1. Under the supervision of psychiatrist, performs routine mental state examinations, mental health supportive counseling and interventions, including medication evaluation, evaluating medication refills and administering prescribed injections;
 - 2. Takes complete and detailed patient histories; performs physical examinations, records pertinent data, and makes evaluations; identifies abnormalities and develops treatment plans or makes referrals for further diagnosis and/or treatment; instructs and counsels patients and their families regarding matters pertaining to their physical and/or mental health; identifies patients who require the

STATEMENT OF WORK

immediate attention of a physician; performs routine screening and laboratory techniques; and assists physicians in providing services to patients requiring continuing care, including reviewing and implementing treatment and therapy plans;

3. Gives technical direction to and works with the nursing staff of treatment team; performs emergency medical treatment as needed; evaluates medical conditions of patients in a clinical setting; participates with other staff in case management of individuals and families who present multiple health problems; evaluates client's needs for other departmental services and refers patients to other community resources; works with other agencies to plan for the patient's continuity of care;
4. Participates as a member of an interdisciplinary team providing technical expertise and assists with oversight of nursing staff; and may provide supervision oversight of Licensed Psychiatric Technicians;
5. Participates in medical staff peer review and quality assurance activities/procedures.

iii. Physician's Assistant

1. Perform the duties described in Section 6.A.ii, items 1-5, above.
2. Provides follow-up to patients with continuing healthcare or mental health needs.

5. Responsibilities of County

- A. **Orientation.** County will promptly provide Professionals with an adequate and timely orientation on County requirements. County shall review instructions regarding confidentiality (including patient and employee), and orient Professionals to the specific Exposure Control Plan of the County as it pertains to OSHA requirements for blood borne pathogens, as well as any of the County's specific policies and procedures provided to Contractor for such purpose as applicable.
- B. **Request for Professionals.** Contractor shall use commercially reasonable efforts to provide Professionals at the request and direction of Behavioral Wellness Human Resources Manager or the Behavioral Wellness Medical Director. Contractor shall not solicit assignments for Professionals from other County facilities, nor shall Contractor fulfill requests for Professionals which have been submitted by County staff other than the Behavioral Wellness Human Resources Manager.
- C. **Responsibility for Patient Care.** County retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Professionals under this Contract are furnished in a safe and effective manner and in accordance with applicable standards.
- D. **Non-Performance.** If County concludes, in its sole discretion, that any Professional provided by Contractor has engaged in misconduct, or has been negligent, County

EXHIBIT A
STATEMENT OF WORK

may require the Professional to leave the premises and will notify Contractor immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County's obligation to compensate Contractor for such Professional's services will be limited to the number of hours actually worked. Contractor will not reassign the individual to County without prior approval of the County.

- E. **Right to Dismiss.** Subject to Section 19 of the Contract, County may request the dismissal of any Professional for any reason. County agrees to notify Contractor of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. County shall be obligated to compensate Contractor pursuant to Section 19 of the Contract if a Professional is dismissed without cause. If County desires to terminate the Assignment of a Professional for documented clinical competence issues and unprofessional conduct ("**Cause**"), County may remove such Professional from the Assignment. Upon any such termination of Assignment for cause, County shall pay all Assignment Fees earned by Contractor and the terminated Professional, as the case may be, through the effective date of such termination.
 - F. **Incident Reports.** County shall report to Contractor any incident known to involve any Professional (excluding any PHI) that may reasonably lead to a malpractice claim, criminal or civil penalties, or disciplinary action against any Professional or the County (such as Professional errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Professional, and any safety hazards known to be related to the services provided by Professional) in order to comply with Contractor's incident tracking program. Any failure to report such incident may result in loss of such Professional's professional liability insurance coverage through Contractor. **This Section 5F shall survive termination of this Contract or cancelation of any Professional's Assignment.**
 - G. County shall accept sole responsibility for credentialing, privileging, and approving the qualifications, clinical competence, experience, and background of each Professional.
6. **Acceptance of Services.**
- A. County's designated representative or Designee shall review for approval weekly 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). All adjustments to time records must be submitted in writing prior to the completion of the Assignment.

7. **LENGTH OF ASSIGNMENT.** Within the term and maximum amount of this Agreement, County may extend the length of the Assignment by such periods as may be mutually agreed to by Contractor and the affected Professional.
8. **Substitution of Professionals.** If the services of any Professional providing services under this Contract are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).
9. **Additional Requirements.**
 - A. Professionals may be required to appear for testimony in 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 and Mental Health Services.
10. **Notification.** Each Party will notify the other immediately in the event it becomes aware of: any known complaints against licensed staff providing services under this Contract; any restrictions in practice or licenses required to provide services under this Contract 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 required to provide services under this Contract being restricted at a hospital; any legal suits being initiated specific to Contractor's practice within the State of California; any criminal investigation of Contractor arising out of services provided under this Contract; or any other action being instituted which affects Contractor's license or practice required to provide services under this Contract or which is reasonably likely to impact Contractor's ability to provide services under this Contract (for example, sexual harassment accusations).
11. **CONFIDENTIALITY.** Contractor agrees to direct Professionals to, (i) maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement; (ii) prepare patient records in accordance with the appropriate state and federal requirements; and (iii) ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

EXHIBIT A
STATEMENT OF WORK

12. **Documentation.** Contractor shall direct Professional staff shall enter into County's Management Information System (MIS) all required records for billing purposes, utilization review, and other purposes as provided by this Contract, 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. Contractor shall request that Professional's references provide feedback on the quality of Professional's past medical records documentation and that any deficiencies should be noted therein in order to be brought to the attention of County.

13. **EMPLOYMENT OR CONTRACTING OF PROFESSIONALS.**

- A. 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. County shall notify Contractor within twenty-four (24) hours if Professional is already known to County. If County fails to comply with the preceding sentence, Contractor shall be deemed to have introduced Professional to County, and County shall exclusively use Contractor to coordinate all Professional assignments for such Professional.
- B. County acknowledges, understands, and agrees that (i) Contractor is not a permanent placement or recruiting agency; (ii) Contractor's business relies on each Professional's ability to provide locum tenens services to Contractor's clients; and (iii) Contractor would be substantially and irreparably harmed if County or any County, facility, entity, or organization controlling, controlled by, or under common control with County (each, a "**County Affiliate**"), were to employ or contract directly or indirectly with any Professional.
- C. Neither County nor any County Affiliate shall directly or indirectly contract with, solicit, recruit, employ, or hire (or attempt to do any of the foregoing) any Professional submitted to County for presentation or Assignment to County by Contractor: (i) until the second anniversary of the last date of such Professional's most recent Assignment with County; OR (ii) if only a presentation and no Assignment had been made, until the first anniversary of the presentation date; or (iii) until Professional has performed at least two-thousand (2,000) hours' worth of Assignments for County and (B) County has paid to Contractor (i) if the applicable Professional is a physician, an amount equal to 30% of such Professional's first year's annualized compensation, or (ii) if the applicable Professional is not a physician an amount equal to 30% of such Professional's first two (2) years' annualized compensation.

EXHIBIT A
STATEMENT OF WORK

- D. If County breaches its obligations, or if any County Affiliate causes a breach of County's obligations, set forth in this Section 13 (a "**County Conversion Breach**") County shall pay to Contractor an amount equal to (collectively, under this Section 13.D, the "**Conversion Liquidated Damages**"):
- a. (i) if the applicable Professional is a physician, 30% of such Professional's first year's annualized compensation; or (ii) if the applicable Professional is not a physician, 30% of such Professional's first two (2) years' annualized compensation, plus
 - b. the total of two thousand (2,000) minus the number of hours the applicable Professional has actually rendered services at County's facility pursuant to this Contract, multiplied by such Professional's hourly pay rate set forth in the most recent Assignment Confirmation Letter or Placement Order.

When calculating the Conversion Liquidated Damages, the Parties agree that: (i) if such Professional has rendered services for County but not on an hourly basis, Contractor shall reasonably determine the number of hours and such Professional's hourly rate based on, among other objective information, one or more factors such as Professional specialty, County location, market status and trends, and the amount of time Professional has rendered services for County; and (ii) if the number of hours such Professional has actually rendered services at County's facility pursuant to this Contract is greater than or equal to two thousand (2,000), the product calculated under Section 13.D(b) shall equal zero (0).

- E. The Parties intend that the Conversion Liquidated Damages constitute compensation, not a penalty. The Parties acknowledge and agree that Contractor's harm caused by any County Conversion Breach would be impossible or very difficult to accurately estimate, and that the Conversion Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from a County Conversion Breach. County's payment of the Conversion Liquidated Damages is County's sole liability and entire obligation, as well as Contractor's exclusive remedy, for any County Conversion Breach.
- F. **This Section 13 shall survive termination of the Agreement or cancellation of any Assignment.**

CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

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

1. **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.
2. **Background Check.** Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.
3. **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.
4. **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.
5. **Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
6. **Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
7. **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.
8. **Certificates/Licenses.** Provide to Behavioral Wellness Quality Care Management Team (QCMT), a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.

FINANCIAL PROVISIONS

THIS EXHIBIT B INCLUDES THE FOLLOWING PARTS:

- i. EXHIBIT B - Payment Arrangements
- ii. EXHIBIT B1 – Schedule of Rates and Contract Maximum
- iii. EXHIBIT B-2 – Schedule of Rates for Professionals other than Psychiatrists and Nurse Practitioner/Physician Assistant

PAYMENT ARRANGEMENTS

(with attached Schedules of Rates [Exhibits B-1 and B-2])

This Contract provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section 1 below and Exhibit B-1.

1. **CONTRACT MAXIMUM.** For services to be rendered under this contract, Contractor shall be paid at the rate(s) specified in the Schedule of Rates (Exhibit B-1 and/or B-2), with a maximum value not to exceed \$420,000 for FY 15-16 and \$700,000 for FY 16-17.
2. **RATE.** County agrees to reimburse Contractor at an all-inclusive hourly rate as specified in Exhibit B-1 or B-2 during the term of this Contract. However, notwithstanding the preceding, if Contractor determines, in its sole discretion that Professionals cannot be placed at those rates, and County accepts Assignments for Professionals at rates above those in Exhibit B-1 or B-2, County agrees to reimburse Contractor at the rates accepted in the Placement Order or Assignment Confirmation Letter. The all-inclusive rates shall include all costs associated with Professional's services such as lodging, transportation to/from location of origin, meals and other travel; provided that such items shall not be separately billed or expensed to County.
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 weekly invoice or certified claim on the County Treasury for the services performed over the period specified.
4. **PROPER INVOICE.** Contractor will supply Professional under this Contract at the rates specified in Exhibit B-1, unless Contractor determines, in its sole discretion that Professionals cannot be placed at those rates. In such instance, Professionals with higher rates will be submitted to County for consideration of an Assignment, and County will have the opportunity to accept or reject such Professionals at the submitted rates. In either instance, County shall pay Contractor in accordance with the agreed upon rate as stated in the Assignment Confirmation Letter or the Placement Order. Contractor will submit weekly invoices to County, as set forth in this Section 4 below, for Professionals provided during the preceding week. These invoices must cite the assigned Contract number. County shall initiate payment processing, which shall be completed within thirty (30) days of presentation of invoice.
 - A. Contractor's invoices for reimbursement shall include the following:
 - i. Contract number assigned by County;
 - ii. Signature of an authorized representative of Contractor;
 - iii. A list of Professionals assigned to Behavioral Wellness, and for each Professional, the time period worked, site worked, and rate charged for services.

- B. Invoices shall be delivered to the following address:

PAYMENT ARRANGEMENTS
(with attached Schedules of Rates [Exhibits B-1 and B-2])

Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
Admhs_accounts_payable@co.santa-barbara.ca.us

5. CORRECTION OF WORK. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
6. THIRD PARTY BILLING. Contractor shall direct Professionals not to 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**

	Psychiatry (including Child & Adolescent)	Nurse Practitioner/Physician Assistant
Hourly Rate Range, All inclusive (8 hour per day/40 hour per week minimum)	\$250-\$350	\$140-\$200
Beeper Fee Weeknight (5PM to 8AM)*	\$500-\$600 per night	N/A
Beeper Fee Weekend (8AM to 8AM per 24 hours, no proration for partial days)*	\$600-700 per day	N/A
**All overtime will be calculated at 1.5 times the regular hourly rate		
Total Contract Maximum FY 15-16		\$420,000
Total Contract Maximum FY 16-17		\$700,000

The aforementioned rates are all-inclusive base rates only, and if Contractor determines, in its sole discretion that Professionals cannot be placed at the above fees then Professionals with higher rates will be submitted to County for consideration of an Assignment. This section does not preclude other Professionals not mentioned above from being placed at County under this Contract. The schedule of rates for other such Professionals is attached hereto as Exhibit B-2 and incorporated herein by reference.

*Overtime applies for time worked while on-call.

**For hours in excess of 40 hours per week.

EXHIBIT B-2
Schedule of Rates for Professionals
other than Psychiatrist, Nurse Practitioner/Physician Assistant

A. Anesthesia

1. \$2000+ for an 8 hour day
 - i. Beeper Fee weeknight: \$300+, call back rate: \$300+/hour
 - ii. 24 Hour Weekday call: \$1200+, call back rate: \$300+/hour
2. Cardiac: \$2500+/day for an 8 hour day
 - i. Beeper Fee weeknight: \$300-\$350, call back rate: \$300-350/hour
 - ii. 24 Hour Weekday call: \$1200-\$1300, call back rate: \$250-\$300/hour
3. Pediatric/Neuro: Negotiable
4. CRNA: \$200+/hour

B. Cardiology

1. \$250-320/hour
 - i. Beeper Fees & Call Back Rates: Negotiable

C. Critical Care

1. \$275-350/hour

D. Dermatology

1. \$250-350/hour
 - i. Beeper Fees & Call Back Rates: Negotiable
2. MOHS Surgery
 - i. \$300-500/hour
 1. Beeper Fees & Call Back Rates: Negotiable

E. Dentistry

1. \$140-190/hour

F. Emergency Medicine

1. \$230+ for Board Certified FP/IM/Surg
2. \$330+ ABEM Residency-Trained
3. ER Nurse Practitioner/Physician Assistant: \$130-\$170/hour

Depending on the provider & the holiday there may be time and a half or double time rates for overtime/holidays

G. Family Practice or Internal Medicine

1. Family Practice: \$150-\$190/hour
 - i. Beeper Fee Weekday: \$200-250, Call Back Rate: \$160-240/hour
 - ii. Beeper Fee Weekend Day: \$300-400, Call Back Rate: \$160-240/hour
2. Pediatrics: \$150-\$190/hour
 - i. Beeper Fee Weekday: \$200-250, Call Back Rate: \$160-240/hour
 - ii. Beeper Fee Weekend Day: \$300-400, Call Back Rate: \$160-240/hour
3. Internal Medicine: \$150-\$190/hour
 - i. Beeper Fee Weekday: \$200-250, Call Back Rate: \$160-240/hour
 - ii. Beeper Fee Weekend Day: \$300-400, Call Back Rate: \$160-

**Schedule of Rates for Professionals
other than Psychiatrist, Nurse Practitioner/Physician Assistant**

240/hour

4. Family Practice Nurse Practitioner/Physician Assistant: \$115-\$145/hour
 - i. Beeper Fee Weekday: \$125-\$200, Call Back Rate: \$125-180/hour
 - ii. Beeper Fee Weekend Day: \$200-\$300, Call Back Rate: \$125-180/hour
5. Pediatric Nurse Practitioner/Physician Assistant: \$115-\$145/hour
 - i. Beeper Fee Weekday: \$125-\$200, Call Back Rate: \$125-180/hour
 - ii. Beeper Fee Weekend Day: \$200-\$300, Call Back Rate: \$125-180/hour

H. Gastroenterology

1. \$2400-2800/day
 - i. Beeper Fees & Call Back Rates: Negotiable

I. Home Health

1. Pricing per Assessment/Visit:
 - i. \$150/visit for MD's and DO's
 - ii. \$120/visit for NPs and PA's

J. Hospitalist

1. \$240-300/hour
 - i. Beeper Fee if applicable: \$300-600/day, call back rate- \$240-300/hour

*All overtime (after 12 hours) and holidays will be calculated at 1.5 times the regular hourly rate.

K. Infectious Disease

1. \$230-300/hour
 - i. Beeper Fees & Call Back Rates: Negotiable

L. Neonatologist:

1. \$2400-2800/day
 - i. Beeper Fees & Call Back Rates: Negotiable

M. Nephrology

1. \$200-250/hour
 - i. Beeper Fee weeknight: \$250-\$300, call back rate: \$200-250/hour
 - ii. 24 Hour Weekday call: \$1600-\$2000, call back rate: \$200-\$250/hour

N. Neurology (Depending on Outpatient or Inpatient) 1. \$250-

**Schedule of Rates for Professionals
other than Psychiatrist, Nurse Practitioner/Physician Assistant**

350/hour

- i. Beeper Fees & Call Back Rates: Negotiable

O. OB/GYN

1. Daily Clinic rate: \$1600-2000/day

- i. Beeper Fee:
\$300-400

- ii. Call back rate/Overtime: \$230-280/hour

2. 24 Hour Call including 2 hours of patient contact: \$1400-1600/day

- i. Call back rate/Overtime: \$230-280/hour

3. All overtime/holidays will be calculated at 1.5 times the regular hourly rate

P. Occupational Med

1. \$160-190/hour

Q. Ophthalmology

1. \$230-300/hour

R. Oncology

1. \$1900-2200/day

- i. Beeper Fees & Call Back Rates: Negotiable

S. Pain Management

1. \$200-250/hour

T. Pediatric Hospitalist

1. \$1500-2000/4 hours,

2. \$180-250/hour over 4 hours

U. Pulmonary Critical Care

1. \$300-400/hour

V. Pulmonology (outpatient)

1. \$250-300/hour

- i. Beeper Fees & Call Back Rates: Negotiable

W. Physical Medicine/Rehab

1. \$250-300/hour

X. Radiation Oncology

1. \$1900-2200/day

Y. Rheumatology

1. \$200-300/hour

- i. Beeper Fees & Call Back Rates: Negotiable

AA. Radiology

**Schedule of Rates for Professionals
other than Psychiatrist, Nurse Practitioner/Physician Assistant**

1. General Diagnostic (weekday): \$2100-\$2600/day (varies depending on volume and modalities required)
2. Interventional (weekday): \$2700-\$3000/day
3. Beeper Fee-weeknight: 1/8 of the weekday rate
Call back rate-weeknight: 1/8 of the weekday rate/hour.
4. Beeper Fee-weekend: 1/2 the weekday rate
Call back rate-weekend: 1/8 of the weekday rate/hour

BB. Surgery**1. Ortho**

Weekday: \$2000-2600/8 hours, \$300-400 beeper fee, \$300-400 Call backrate. Weekend: \$2000-2600/2 hours, \$300-400 Call back rate

2. Ortho Trauma

24 Daily Rate (including 2 hours): \$2900-3200, Call Back rate: \$400/ hour

3. ENT

Weekday: \$2000-2300/8 hours, \$250-400 beeper fee, \$250-400 call backrate. Weekend: \$2000-2300/2 hours, \$250-400 call back rate

4. Urology

Weekday: \$2000-2600/8 hours, \$250-400 beeper fee, \$250-400 call backrate. Weekend: \$2000-2600/2 hours, \$250-400 call back rate

5. Neurosurgery

Weekday: \$4000-6000/8 hours, \$400-600 beeper fee, \$400-600 call backrate. Weekend: \$4000-6000/2 hours, \$400-600 call back rate

6. General

Weekday: \$1800-2200/8 hours, \$250-300 beeper fee, \$250-300 call backrate Weekend: \$1800-2200/2 hours, \$250-300 call back rate

7. Cardiovascular/Thoracic

Weekday: \$2800-3600/8 hours, \$300-400 beeper fee, \$300-400 call backrate Weekend: \$2800-3600/2 hours \$300-400 call back rate

8. Trauma/Critical Care

\$4000-5500 for 24 hour call. Hourly rate \$350-500 for call back.

9. Pediatric

Weekday: \$4000-6000/8 hours, \$300-500 beeper fee, \$400-600 call backrate Weekend: \$4000-6000/2 hours, \$400-600 call back rate

Or

\$6000-6500 including ALL hours

**Schedule of Rates for Professionals
other than Psychiatrist, Nurse Practitioner/Physician Assistant**

10. Surgical Physician Assistants

\$150-190/hour

All overtime will be calculated at 1.5 times the regular hourly rate

CC. Urgent Care

1. \$170-230/hour

Rates may be subject to change based on Provider availability.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County, its officers, officials, employees or agents from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the negligent or intentional acts or omissions of Contractor. Contractor's indemnification obligation does not apply to County's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall promptly notify County in the event a medical malpractice claim arising out of or in connection with this Agreement becomes known to it. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- ii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iii. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate (the "PL Insurance Policy").

Professionals placed at County facilities will only be covered under the PL Insurance Policy and will not be covered under Contractor's Commercial General Liability or Workers' Compensation policies.

B. Other Insurance Provisions

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

- i. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- ii. **Acceptability of Insurers** – Unless otherwise approved by the Santa Barbara County Risk Management Department, insurance shall be written by insurers

INDEMNIFICATION AND INSURANCE REQUIREMENTS

authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

- iii. **Verification of Coverage** – Contractor shall furnish the County with a certificate of insurance evidencing the insurance coverage required hereunder prior to any Professional's assignment commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement.
- iv. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
- v. **Subcontractors** – If applicable, Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.
- vi. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Such policies must be maintained for at least three (3) years after termination or expiration of this Agreement.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement and executed by the parties.

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

**PLACEMENT ORDER
LOCUM TENENS AGREEMENT**

This Placement Order ("PO"), dated and effective as of [date] (the "**Effective Date**"), adopts and incorporates by reference the terms and conditions of the Locum Tenens Agreement (as amended, the "**Master Agreement**"), entered into on [date] by and between Barton & Associates, Inc. ("**Barton**") and Santa Barbara County Department of Behavioral Wellness ("**Client**") and together with Barton, the "**Parties**". This PO and the Assignment contemplated hereunder shall in all respects be subject to and conducted in accordance with the terms of this PO and the Master Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. If applicable, this PO shall be an "Assignment Addendum" or "Purchase Order" as provided in the Master Agreement.

Provider.

Assignment Location.

Period of Performance. The period of performance for this Assignment commences on the Effective Date and ends on [date], unless extended or modified by the Parties' mutual written agreement (including via email).

Coverage Dates. Provider's anticipated schedule during the period of performance is:

Assignment Fees.

Normal Rate.	\$/hour	Overtime. \$	/hour, if Provider renders services in excess of	hours per shift.
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Holidays. Holiday rates of one-and-one-half times the Normal Rate above apply for federally recognized holidays on which Provider renders services at Client's facility.

Travel & Housing Expenses.

<input type="checkbox"/> Air	<input type="checkbox"/> Vehicle Rental	<input type="checkbox"/> Other:
<input type="checkbox"/> Hotel/	<input type="checkbox"/> Mileage (Std. IRS Rate)	

Special Provisions:

PLACEMENT ORDER TEMPLATE (BARTON ASSOCIATES)

IN WITNESS WHEREOF, this PO is valid and binding upon the Parties as of the Effective Date.

BARTON & ASSOCIATES, INC.

CLIENT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Barton Account Manager:

Accounts Payable ContactInfo:

Barton Manager:

Name:

Email:

Address:

Phone:

SAMPLE