

**AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

BC_____

This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Medical Doctor Associates, having its principal place of business at Norcross, Georgia (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

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

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

A. To County:	Director Santa Barbara County Alcohol, Drug, and Mental Health Services 300 N. San Antonio Road Santa Barbara, CA 93110
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To Contractor:	Jim Ginter, President Medical Doctor Associates 145 Technology Pkwy Norcross, GA 30092
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B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.

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

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

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

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

 - B. County may not modify or in any way alter the self-employment agreement entered into by Professionals and Contractor, including but not limited to payment of additional bonuses, modification of hourly wage, adjustment of benefits, or changes to hours commitments. Any adjustment requests must be submitted directly to Contractor in writing.

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

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

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

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

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

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

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

17. TERMINATION.

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

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

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

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

B. BY CONTRACTOR.

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

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

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amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

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

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

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

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THIS AGREEMENT INCLUDES:

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

AGREEMENT

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

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

COUNTY OF SANTA BARBARA

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

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy Clerk
Date: _____

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

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy

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

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____
Date: _____

AGREEMENT SUMMARY

BC _____

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 13-14
 D2. Budget Unit Number (plus –Ship/Bill codes in parenthesis) 043
 D3. Requisition Number..... N/A
 D4. Department Name..... Alcohol, Drug, and Mental Health Services
 D5. Contact Person Erin Jeffery
 D6. Telephone (805) 681-5168

K1. Agreement Type (check one): Personal Service Capital
 K2. Brief Summary of Agreement Description/Purpose..... Locum Tenens temporary physician services
 K3. Original Agreement Amount..... \$660000
 K4. Agreement Begin Date..... 7/1/2013
 K5. Original Agreement End Date 6/30/2014
 K6. Amendment History (leave blank if no prior amendments).....

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)

K7. Department Project Number :
 B1. Is this a Board Agreement? (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 Agreement Text Unaffected? (Yes / or cite Paragraph) ... Exhibit C

F1. Encumbrance Transaction Code..... N/A
 F2. Current Year Encumbrance Amount N/A
 F3. Fund Number 0044 & 0048
 F4. Department Number..... 043
 F5. Division Number (if applicable) N/A
 F6. Account Number 7467
 F7. Cost Center number (if applicable)..... MULT
 F8. Payment Terms..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) A=003616
 V2. Payee/Contractor Name Medical Doctor Associates
 V3. Mailing Address 145 Technology Pkwy
 V4. City State (two-letter) Zip (include +4 if known) Norcross, GA 30092
 V5. Telephone Number 8007347435
 V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 26-2936432
 V7. Contact Person..... Jim Ginter
 V8. Workers Comp Insurance Expiration Date 8/30/2013
 V9. Liability Insurance Expiration Date[s] (G=Genl; P=Prof)..... G 8/30/2013 P 4/1/2014
 V10. Professional License Number..... /N/A
 V11. Verified by (name of County staff) Erin Jeffery
 V12. Company Type (Check one): individual Sole Proprietorship Partnership Corporation

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

Date: _____ Authorized Signature: _____

EXHIBIT A

STATEMENT OF WORK

I. DESCRIPTION OF SERVICES.

- A. Contractor shall, upon request of County, refer Board-certified psychiatrists (hereafter "Professionals") to meet County's temporary staffing requirements. Board-eligible psychiatrists may be considered upon approval of the ADMHS Medical Director. Contractor's duty to make referrals hereunder is subject to the availability of Professionals.
- B. Contractor will seek Professionals for County who meet the qualifications, experience, and requirements set forth in writing by County and provided to Contractor. County will provide Contractor with copies of job descriptions applicable to the Professionals requested. County shall have the right to conduct an interview with each Professional referred to County within five (5) business days from the time Contractor submits Professional's application and resume to County. Furthermore, County shall have the right to reject any referred Professional if in its sole discretion County does not believe the referred professional meets its specifications and request Contractor provide additional Professionals for consideration.
- C. County further understands that any Professional presented by Contractor is an independent contractor, and is not an employee of Contractor.
- D. Under the direction of the ADMHS Medical Director, Professional accepted by County shall perform the following duties, as further detailed in the Job Description:
 - i. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California;
 - ii. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations;
 - iii. Prescribe and administer, as needed, psychiatric medication(s);
 - iv. Provide medication education for staff, clients, and families;
 - v. Participate in review, revision, and approval of assessments of clients;
 - vi. Participate in the development, review, revision, and approval of treatment plans;
 - vii. Provide consultation, training, and support of multi-disciplinary team members, as needed;
 - viii. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review;
 - ix. Adhere to documentation and reporting requirements established by County;
 - x. Perform other relevant work within the scope of Contractor's license.
 - xi. Accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;

EXHIBIT A

STATEMENT OF WORK

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

II. ACCEPTANCE OF SERVICES.

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

III. LENGTH OF ASSIGNMENT.

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

IV. EMPLOYMENT OR CONTRACTING OF PROFESSIONALS.

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

V. QUALIFICATIONS AND SCREENING OF PROFESSIONALS.

- A. Contractor will provide County with background information on each referred Professional as specified in Exhibit A-1 and including: i) a completed application, ii) license query with the CA Medical Board, iii) query HIS-OIG Fraud Prevention and Detection; iv) Contractor self-assessment skills inventory; v) background fingerprint check for record of past criminal record; and vi) references, prior to commencement of the Assignment.
- B. All Professionals referred by Contractor shall be appropriately licensed and/or certified to practice in that profession in California.

EXHIBIT A

STATEMENT OF WORK

- C. Each Professional referred by Contractor shall possess a minimum of one (1) year of full-time experience in an outpatient psychiatry practice, unless otherwise agreed upon between Contractor and County.
 - D. Each Professional referred shall possess a current CPR certificate and shall present said certificate to County upon request at time of commencement of the Assignment.
 - E. Each Professional referred shall have a negative tuberculin skin test or negative chest x-ray.
- VI. **SUBSTITUTION OF PROFESSIONALS.** If the services of any Professional providing services under this Agreement are terminated and County requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then Contractor hereby agrees to make reasonable efforts to locate substitute Professional(s).
- VII. **ADDITIONAL REQUIREMENTS.**
- A. Professionals may be required to appear for testimony for court and jury trials as determined necessary by the Conservator for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving.
 - B. Professionals shall provide services in accordance with all applicable provisions of the Lanterman-Petris-Short Act, Welfare and Institutions Code §§5000-5550, Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the requirements of the Community Mental Health Services plan and policy as administered by the County's Director of Alcohol, Drug & Mental Health Services.
- VIII. **NOTIFICATION.** Contractor will notify County immediately in the event of: any known complaints against licensed staff; any restrictions in practice or license as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; any staff privileges being restricted at a hospital; any legal suits being initiated specific to Contractor's practice; any criminal investigation of Contractor that is initiated; or any other action being instituted which affects Contractor's license or practice (for example, sexual harassment accusations).
- IX. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable). Patient records must comply with all appropriate State and Federal requirements.

EXHIBIT A – 1
CREDENTIALING REQUIREMENTS FOR HEALTHCARE PROFESSIONALS

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

- I. **Drugscreen.** Proof of a negative drugscreen is required prior to association with Contractor and annually thereafter if Professional is continually associated with Contractor. Drugscreen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.
- II. **Background Check.** Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with Contractor. Contractor's background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to County for review prior to entering into any Agreement. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the County.
- III. **Physical.** Evidence of an acceptable physical with no work restrictions in the past 12 months is required prior to initial Assignment of Professional. County, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.
- IV. **Tuberculosis (TB) Test.** Proof of negative TB test within the previous 12 months is required prior to initial Assignment of Professional. For those Professionals that have tested positive for TB in the past, proof of a negative chest x-ray will be required.
- V. **Cardiac Pulmonary Resuscitation (CPR).** Certification must be current and valid. Online CPR course certifications are acceptable.
- VI. **Measles, Mumps and Rubella (MMR).** Proof of vaccinations is required for all Professionals working with children.
- VII. **Expired Documentation.** Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the County.
- VIII. **Certificates/Licenses.** Provide to ADMHS Quality Care Management Team (QCMT), a current copy of the physician's Drug Enforcement Agency (DEA) certificate and physician's license.

EXHIBIT B
FINANCIAL PROVISIONS

1. Contract Maximum. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed **\$660000**.
2. Rate. County agrees to reimburse Contractor at an All Inclusive Hourly Rate, as specified in Exhibit B-1, during the term of this Agreement. The All Inclusive Hourly Rate shall include all costs associated with Professional's services such as lodging, transportation to/from location of origin, meals and other travel.
3. Payment. Payment for services shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by County. Contractor shall submit to the County Designated Representative a biweekly invoice or certified claim on the County Treasury for the services performed over the period specified. The invoice must show the BC number, services performed, rate being charged, total charges and contain sufficient detail and/or provide supporting documentation to enable an audit of the charges. The County Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibit B-1 shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of presentation of invoice.
4. County's Designated Representative:

Santa Barbara County Department of
Alcohol, Drug and Mental Health Services
Attn: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110
5. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
6. Third Party Billing. Contractor shall require that Professional does not bill patient, Medi-Cal or other health insurance for services which Contractor bills to the County.
7. Contractor does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors.

EXHIBIT B-1

SCHEDULE OF RATES

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

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

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS FOR CONTRACTS REQUIRING PROFESSIONAL LIABILITY INSURANCE

INDEMNIFICATION

A. INDEMNIFICATION BY CONTRACTOR

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

B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

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

INSURANCE

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

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

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2. Insurance:

- A. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage and shall afford coverage for all premises, operations, products and completed operations of Contractor. County, its officers, agents, and employees shall be Additional Insured status on any general liability policy. The limit of liability of said policy or policies for general liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County.
- B. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. The policy shall have a combined single limit of not less than \$1,000,000 for bodily injury and property damage, per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County.

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

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this Agreement.
4. Insurance for Contractor's Health Care Professionals. Contractor does not pay for nor provide Worker's Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors of the Contractor.

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

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

EXHIBIT C

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

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

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