

## CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and CALIFORNIA LOCUMS, PC. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on July 1, 2019, and end on June 30, 2020 unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay fees to CONTRACTOR for services performed by physicians furnished by CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the insurance policies of coverage consistent with the requirements specified in Attachment C.

6. **Termination.**

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. **Specific Terms and Conditions** *(check one)*

There are no additional provisions to this contract.

The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

## ATTACHMENT A

### **Scope of Services**

#### **Staff Psychiatrist:**

1. Introduction. CONTRACTOR agrees to use its best efforts to furnish locum tenens physicians whose specialty is psychiatry and currently licensed by the State of California, and board certified in Psychiatry by the Council of Medical Education of the American Medical Association. Such license shall be unrestricted by the California Medical Board at all times. After arrangements have been made for a physician to furnish services in response to a requested assignment, and upon COUNTY'S written acceptance of said physician, the requested assignment shall be binding upon COUNTY. The written acceptance shall be accomplished via an acknowledgment sent to COUNTY ("Confirmation"), which is then signed and returned to CONTRACTOR. Each Confirmation shall include the name and specialty of physician furnishing services hereunder, the dates and location of the assignment, the fees for the assignment, the applicable Contract Buyout Fee (as defined below in paragraph C-3) and deviations to this contract for that assignment, if any. All Assignments are binding and subject to the cancellation provisions set forth in this contract once COUNTY has provided written acceptance of a physician. In the event that any changes or additional arrangements are made to/for an assignment after a Confirmation has been issued, a subsequent Confirmation shall be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

2. Hours. CONTRACTOR shall furnish locum tenens physicians to cover an average of 40 hours per week of clinical services in consultation with the COUNTY's Mental Health Director regarding COUNTY needs.

3. Description of Services. CONTRACTOR agrees to furnish physicians to provide psychiatric services as needed to supplement COUNTY's clinical staff in providing these services to clients of COUNTY behavioral health units in accordance with community standards of care, clinical practices and reimbursement regulatory requirements. These services shall include:

A. Interviewing and examining clients and families to diagnose psychiatric problems and determine the type of psychiatric medical treatment needed and referring clients to appropriate sources of treatment and participating in individual and group therapy sessions, treatment planning, and case conferences.

B. Prescribing and dispensing medication to clients for psychiatric treatment and working in close collaboration with nursing staff serving agency clients.

C. Monitoring and documenting progress in treatment, or other activities determined by the needs of the clients and the programs to which they are assigned according to the community standard of care and applicable federal, state and COUNTY laws, regulations, licensures/certifications, policies and procedures.

D. Preparing a variety of comprehensive records and reports and complete required paperwork such as physician's portion of disability evaluations, psychiatric evaluations, service plans, annual re-assessments, billings, and consent forms.

E. Providing psychiatric services for dually diagnosed clients and participating in treatment reviews and service authorizations for the behavioral health department's mental health and drug and alcohol programs.

ATTACHMENT B  
Payment Schedule

**B-1. BILLING**

Fees for services rendered by physicians furnished by CONTRACTOR pursuant to the terms and conditions of this contract shall be invoiced by CONTRACTOR to COUNTY on a bi-weekly basis.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR fees for services rendered by physicians furnished by CONTRACTOR for each assignment as specified in the Confirmation Letter for that assignment pursuant to the terms and conditions of this contract and pursuant to the special compensation terms specified in paragraph B-4.

**B-4. SPECIAL COMPENSATION TERMS:**

- ( ) There are no additional terms of compensation.
- (X) The following specific terms of compensation shall apply: (Specify)

The amount COUNTY shall pay to CONTRACTOR shall be based on a negotiated hourly range of **\$195.00 - \$230.00** per hour all inclusive rate. The maximum total sum for the term of this contract shall not exceed three hundred seventy five thousand, five hundred dollars(**\$375,500**).

Any and all audit exceptions subjected to State Department of Mental Health fiscal recoupment identified by the COUNTY or any state or federal agency resulting from an audit of CONTRACTOR's performance of this contract, or actions by CONTRACTOR, its officers, agents and employees shall be the sole responsibility of the CONTRACTOR. If the results of any audit show that the funds paid to CONTRACTOR under this contract exceeded the amount due, then the CONTRACTOR shall refund the excess amount to COUNTY not later than sixty (60) days after the final audit settlement, or at COUNTY's election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment owed to CONTRACTOR for services performed by physicians to COUNTY under this contract.

Payments made for services performed by the physician(s) pursuant to the fees above, along with any applicable Contract Buyout Fees (as defined in paragraph C-30) and costs related to travel and housing, if any, shall be accepted by the CONTRACTOR as payment in full, subject to third party liability and beneficiary share of cost, for specialty mental health services provided to any beneficiary.

**END OF ATTACHMENT B**

contained in this paragraph to the contrary, it is understood and agreed that physicians are independent contractors of CONTRACTOR. As independent contractors, CONTRACTOR does not furnish worker's compensation for physicians.

- (d). Workers' Compensation Insurance - Physicians. Physicians must have workers' compensation coverage or be covered under a personal medical insurance policy while performing services under this contract. CONTRACTOR shall direct physicians to provide COUNTY with proof of coverage. If any physician fails to comply with requests for proof of workers' compensation insurance or medical insurance, COUNTY may terminate an assignment or this contract immediately upon written notice to CONTRACTOR
- (e). Automobile Insurance. CONTRACTOR shall require any physician it furnishes to perform services to COUNTY to maintain the legally required automobile insurance for the State of California when using his/her own vehicle in the performance of services hereunder.

COUNTY agrees to cooperate with CONTRACTOR'S reasonable risk management and quality assurance activities. Should COUNTY become aware of an incident or claim which may give rise to a claim under CONTRACTOR'S professional liability policy of insurance, COUNTY agrees to promptly notify CONTRACTOR of the nature of the claim and report all necessary information related to the claim. COUNTY understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this paragraph shall survive any termination of this contract

#### C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of any assignment with COUNTY, CONTRACTOR shall provide a certificate of insurance to COUNTY, evidencing the insurance required by this contract.

#### C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for services performed by physicians to COUNTY pursuant to the terms of this contract. If applicable, CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work under this contract also keep and maintain such records. All such records, kept by CONTRACTOR shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California. CONTRACTOR and COUNTY shall mutually agree in advance upon the scope, timing and location of such a review or audit. COUNTY agrees to protect the confidentiality of all confidential and proprietary information of CONTRACTOR to which COUNTY has access during the course of such review or audit. COUNTY shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties.

#### C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. If applicable, CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by either party without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-20, below. In the event of termination, COUNTY shall pay CONTRACTOR for all services performed by the physicians furnished by CONTRACTOR up to the effective date of the termination.

C-19. CANCELLATION OF ASSIGNMENT.

In the event that COUNTY provides less than thirty (30) days prior written notice of cancellation COUNTY shall be responsible as liquidated damages, but not as a penalty for payment of the total fee due for the period covered by the assignment up to a maximum of thirty (30) calendar days ("Damages"). COUNTY shall also be responsible for payment of other actual fees and charges that may result from cancellation of an assignment, including but not limited to, travel and housing costs ("Costs") in addition to any fees for physician coverage actually performed. In the event that an assignment is scheduled less than thirty (30) days in advance and COUNTY cancels, COUNTY shall be responsible for payment of the total fee due for the period covered by the assignment up to a maximum of thirty (30) calendar days (also "Damages") as well as Costs that may result from cancellation as described in this Paragraph C-19. Notwithstanding the foregoing, and provided that COUNTY communicated its minimum credentialing requirements, then COUNTY shall not be liable for Damages or Costs associated with cancellation. COUNTY may be requested to provide documentation evidencing that physician(s) does not meet COUNTY credentialing requirements or was not granted privileges.

C-27. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-28. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

C-30. CONTRACT BUYOUT FEE.

COUNTY agrees that should it offer Work (as defined below) to any physician if physician has furnished services for COUNTY and said offer is made during a period of two (2) years after the last day of physician's last assignment with COUNTY under this contract or the day that physician was presented to COUNTY by CONTRACTOR, whichever is later, and said offer is accepted, then COUNTY shall pay to CONTRACTOR as consideration for the introduction a contract buyout fee in the amount listed in the related Confirmation ("Contract Buyout Fee") per physician so hired or engaged. This paragraph shall survive termination of this contract. This paragraph shall not apply to any physician that has previously been a member of COUNTY medical staff or otherwise been engaged by COUNTY prior to this contract or unrelated to CONTRACTOR. COUNTY must inform CONTRACTOR in writing within five (5) business days if any physician presented by CONTRACTOR is already known to COUNTY through means other than CONTRACTOR. If COUNTY fails to so notify CONTRACTOR, CONTRACTOR shall be deemed to have made the introduction. If a physician accepts Work, the Contract Buyout Fee must be paid in full within five (5) business days after the first day the physician performs services in the new position. Fees shall be assessed for services performed up to the date the Contract Buyout Fee is paid. Once the Contract Buyout Fee is paid for any physician under this contract, CONTRACTOR shall not assess further fees for that physician and there shall be no further obligation as between CONTRACTOR and COUNTY with respect to that physician except for COUNTY'S obligation to reimburse CONTRACTOR for outstanding Travel and Housing costs, if any. For purposes of this contract, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee.

END OF ATTACHMENT C

- D-6. Physician shall maintain all necessary licensing and certification to perform under the scope of practice of CONTRACTOR.
- D-7. Physician shall comply with all credentialing activities as may be required by the County.
- D-8. Physician shall submit to COUNTY in a timely manner all required reports.
- D-9. Notwithstanding anything in paragraph C-6, to the contrary, CONTRACTOR shall maintain records as specified in paragraph C-6 for a period of seven (7) years from the close of the COUNTY'S fiscal year in which this contract is ineffect.
- D-10. Notwithstanding paragraphs C-5 and C-6, CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this contract, available for inspection, examination or copying, by the COUNTY, the State Department of Justice, HHS, and the State Department of Health Services, at all reasonable times at the CONTRACTOR'S place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.
- D-11. Physician must meet all Department of Mental Health and Mental Health Provider selection criteria.
- D-12. Physician shall ensure that beneficiaries will receive the same level of care as provided to all other patients served.
- D-13. Physician shall not discriminate in the provision of services to beneficiaries on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.
- D-14. Physician shall adhere to all procedures and regulations as described in the County's Provider Handbook, a copy of which shall be provided to physician by COUNTY during the credentialing process.
- D-15. Physician shall comply with all certification requirements to practice as an Organizational Provider of Specialty Mental Health Services and must meet all on-site certification criteria prior to certification and every 2 years thereafter, a copy of which shall be provided to physician by COUNTY during the credentialing process.
- D-16. Physician shall maintain all licenses and ensure they are proper and he/she possess valid credentials.
- D-17. CONTRACTOR agrees that all staff providing TBS are trained to deliver behavioral interventions.
- D-18. Physician agrees to complete and return to COUNTY the Provider Satisfaction Survey when such is provided by COUNTY.

END ATTACHMENT D

- (m) A breach by Contractor of any provision of this Addendum, as determined by County, shall constitute a material breach of the contract and shall provide grounds for immediate termination of the Contract by the County.
  - (1) Except as provided in subparagraph (2) of this section, upon termination of this Addendum for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.
  - (2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.
- (n) Contractor is responsible for providing the required notification only if a breach involved of "unsecured PHI". Unsecured PHI is PHI that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance by the Secretary of DHHS. The most current guidance can be found on the DHHS website (<http://www.hhs.gov>).
- (o) The Parties agree to take action to amend this contract in writing from time to time as is necessary for the County to comply with the requirements for the Privacy Rule or any other requirements of HIPAA and its implementing regulations.

END ATTACHMENT E