Subject: Contract with Onsite Medical Services Physician Assistant Corporation (Onsite Medical) for Health Histories and Physical Examinations for Clients in the Butte County Psychiatric Health Facility (PHF)

Department: Behavioral Health

Contact: Dorian Kittrell  
Phone: 530.891.2850

Meeting Date Requested: May 21, 2019

Regular Agenda ☐  Consent Agenda ☑

Department Summary: (Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background as necessary).

Onsite Medical conducts health histories and physical examinations for clients in the PHF. The PHF provides inpatient psychiatric care to clients in a locked 16-bed facility, and this contract provides the physical examinations required by law, for each client's admission to the PHF.

The Department of Behavioral Health recommends entering into a contract with Onsite Medical for the provision of physicals and medical evaluations. The term of this contract is July 1, 2019 through June 30, 2020, not-to-exceed $78,600.

Fiscal Impact:

Funding for this contract is provided by Federal Medi-Cal revenue. There is no impact to County General Fund.

Personnel Impact:

Does not apply.

Action Requested:

Approve contract and authorize the Chair to sign.

Administrative Office Review: Sang Kim, Deputy Chief Administrative Officer

Revised: April, 2019
CONTRACT SERVICES AGREEMENT
BETWEEN
COUNTY OF BUTTE
AND
ONSITE MEDICAL SERVICES PHYSICIAN ASSISTANT CORPORATION
FY 2019-20

THIS AGREEMENT is made and entered into, by and between the County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as COUNTY, and ONSITE MEDICAL SERVICES PHYSICIAN ASSISTANT CORPORATION hereinafter referred to as PROVIDER.

W I T N E S S E T H:

WHEREAS, the PROVIDER will provide services in accordance with the requirements of Title 9, Subchapters 3 and 4, of the California Administrative Code; and,

WHEREAS, the mental health services provided by the County will be enhanced and improved by the services of the PROVIDER;

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

1. **DUTIES OF PROVIDER**
   
   A. The PROVIDER shall be available to provide medical and physical evaluation of persons on a daily basis, seven (7) days a week. Upon client admission to COUNTY’s inpatient facility or within 24 hours thereafter, PROVIDER shall complete the evaluation as required by law, to all admissions regardless of their origin, as described in Exhibit A - Medical Evaluation Services Description, which by reference is made part of this contract.

   B. PROVIDER shall participate in the maintenance of records and charts and the compilation and preparation of reports.

   C. PROVIDER shall comply with all provisions of Welfare & Institutions code 5405, in part, requiring DOJ and FBI background checks on all employees, contractors, or volunteers who may have contact with patients or residents in the provision of services.

2. **COMPENSATION AND METHOD OF PAYMENT**

   A. 1) For services provided between July 1, 2019 through June 30, 2020, at $6,300.00 per month;

      2) For costs of medical screening tests (including strep screening) requested up to a maximum of $3,000.00;

      3) Maximum compensation under this agreement is SEVENTY EIGHT THOUSAND SIX HUNDRED DOLLARS ($78,600.00).

   B. COUNTY shall compensate PROVIDER monthly in arrears for COUNTY Behavioral Health clients served. PROVIDER shall bill the COUNTY by submitting a claim form (Exhibit B) provided by COUNTY. The claim shall contain the following information: The service dates, number of active COUNTY clients multiplied by the agreed upon fee, and total charges. A completed W-9, Request for Taxpayer Identification Number and Certification, shall be submitted with the initial invoice.

   C. This Agreement provides for the full compensation to PROVIDER for services required hereunder.
D. PROVIDER shall submit all claims for services rendered via this Agreement within 30 days of contract termination date. COUNTY shall not pay claims received after 30 days of contract termination date unless claims are approved by the County Director of Butte County Department of Behavioral Health.

3. DURATION AND TERMINATION

A. The term of this Agreement shall be from July 1, 2019 through June 30, 2020.

B. Either the PROVIDER or the COUNTY may terminate this Agreement at any time by serving thirty (30) days written notice upon the other party.

C. The COUNTY shall terminate this Agreement immediately upon serving notice to the PROVIDER if the PROVIDER is found to not be in compliance with any section of this Agreement or if it is determined by the COUNTY that the PROVIDER has engaged in personal or professional misconduct.

D. The COUNTY shall terminate this Agreement immediately in the event that the State of California does not allocate monies sufficient to fund it or in the event the Board of Supervisors does not appropriate monies adequate to fund it, provided, however, that PROVIDER shall be reimbursed for all services furnished to COUNTY through date of termination.

4. GENERAL

A. PROVIDER STATUS

(1). It is understood and agreed that PROVIDER is an independent contractor and that no relationship of employer-employee exists between the parties hereto. PROVIDER shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, Workers’ Compensation, medical insurance, sick leave, etc. COUNTY is not required to make any deductions from the compensation payable to PROVIDER under the provisions of this Agreement. As an independent contractor, PROVIDER hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

(2). It is further understood and agreed by the parties hereto that PROVIDER in the performance of its obligation hereunder is subject to the direction of COUNTY merely as the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

(3). If, in the performance of this Agreement, PROVIDER employs any third persons, such persons shall be entirely and exclusively under direction, supervision, and control of PROVIDER. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by PROVIDER; and COUNTY shall have no right or authority over such persons or the terms of such employment.

B. CONFLICT OF INTEREST

(1). PROVIDER shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

(2). This provision does not run exclusively to COUNTY; but rather it expressly also runs to those persons receiving services provided for herein. In the event a potential
conflict arises, PROVIDER shall immediately advise COUNTY so that the potential conflict can be eliminated or avoided.

C. INSURANCE: Without limiting PROVIDER indemnification, PROVIDER shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by PROVIDER, his agents, representatives, employees, and subcontractors. At the very least, PROVIDER shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Attachment 1 to this Agreement. Certificates evidencing the maintenance of PROVIDER’S insurance coverage shall be filed with COUNTY. Said certificates must be on file before payment for services will be released.

D. INDEMNIFICATION: The PROVIDER shall indemnify, defend and hold harmless the COUNTY, its officers, agents and employees from and against any and all claims, losses liabilities or damages including payment of reasonable attorney’s fees, arising out of or resulting from the performance of this Agreement caused whole or in part by any negligent act or omission by the PROVIDER or anyone directly or indirectly employed by the PROVIDER, regardless of whether caused in part by the party indemnified hereunder.

E. CONFIDENTIALITY: PROVIDER shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records, and I/S records in accordance to the provisions of Title 45 Code of Federal Regulations (CFR) sections 160.103 and 164.501, WIC Sections 5328 through 5330, inclusive, HIPAA, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. PROVIDER shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. PROVIDER shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PROVIDER, its officers, employees, or agents.

F. Withholding Payment For Nonsubmission of County Data System Documentation and/or Other Information: County may withhold payment from PROVIDER, if any County data systems data and/or other information is not submitted by Provider to County in accordance with the terms of this Agreement. County shall give Provider written notice of its intention to withhold payment hereunder, including the reason(s) for its intended action. Thereafter, Provider shall have 15 days either to correct deficiencies, or to request reconsideration of the decision to withhold payment.

G. NONDISCRIMINATION: PROVIDER shall comply with COUNTY’s nondiscriminatory policies which are in writing and available, and which address the employment of personnel, or any other respect of employment or provision of services so as not to discriminate on the basis of race, color, religion, national origin, ancestry, sex, sexual preference, age, physical or mental disability, or marital status.

H. NONDISCRIMINATION IN EMPLOYMENT: PROVIDER shall not discriminate against any employee, applicant for employment, governing board member, applicant for governing board membership, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual preference or physical or mental disability. PROVIDER shall take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, marital status, sexual preference or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. PROVIDER agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by PROVIDER setting forth the provisions of
this Equal Opportunity Clause. PROVIDER shall provide an atmosphere free of sexual harassment for employees, clients, and volunteers.

I. NONDISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES

(1). PROVIDER’S nondiscriminatory policies shall be in writing, be available to the appropriate persons, be practiced in the admission of clients, be adhered to in the assignment of accommodations of provision of services, or in any other respect so as not to discriminate because of color, race, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal Law. For the purpose of this Agreement, distinctions on the grounds of race, color, creed, marital status, sexual preference or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. For the purpose of this Agreement, facility access for the disabled must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and PROVIDER will take affirmative action to insure that intended beneficiaries are provided services without regard to race, color, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability.

(2). All complaints alleging discrimination in the delivery of services by PROVIDER because of color, race, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability should be resolved through the Butte County Patients’ Rights Advocate.

J. ASSIGNMENT: This Agreement is not to be assigned by PROVIDER in whole or in part, without the express written consent of COUNTY.

K. APPLICABLE LAW AND FORUM: This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the County of Butte.

5. PROVIDER’S DISCLOSURE OF OWNERSHIP:

A. Pursuant to 42 C.F.R. § 455.104, all COUNTY subcontractors/network providers must disclose ownership information set forth in subsection B(1).

B. The COUNTY’s PROVIDER must be required to submit updated disclosures to the COUNTY upon submitting the provider application, before entering into or renewing contracts, and within 35 days after any change in the Provider’s ownership or upon request of the County.

(1) Disclosures to be Provided:

a. The name and address of any person (individual or corporation) with an ownership or control interest in the PROVIDER. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
b. Date of birth and Social Security Number (in the case of an individual);

c. Other tax identification number (in the case of a corporation with an ownership or control interest in the PROVIDER, of 5 percent or more interest);

d. Whether the person (individual or corporation) with an ownership or control interest in the PROVIDER is related to another person with ownership or control interest in the same or any other PROVIDER of the COUNTY as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the PROVIDER has a 5 percent or more interest is related to another person with ownership or control interest in the PROVIDER as a spouse, parent, child, or sibling;

e. The name of any other disclosing entity in which the PROVIDER or subcontractor has an ownership or control interest; and

f. The name, address, date of birth, and Social Security Number of any managing employee of the PROVIDER.

6. **NOTICES:** Notices, claims, correspondence, reports, and/or statements required under this Agreement shall be deemed to have been sent/served when it is deposited in the United States Mail, postage prepaid, and addressed to the following parties:

**PROVIDER:**
Onsite Medical Services Physician Assistant Corporation  
Attn: Lori Venable  
23840 Pigtail Ln.  
Orland, CA 95963  
(530) 591-9787

**COUNTY:**
Butte County Department of Behavioral Health  
Administrative Support Division  
3217 Cohasset Road  
Chico, CA 95973  
(530) 891-2980  
(530) 895-6548 (Fax)

7. **ALTERATION OF TERMS:** No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all signatories.

8. **CONCLUSION**

A. This Agreement, consisting of ten (10) pages, including Exhibit A, Exhibit B and Attachment 1 is the full and complete document describing services to be rendered by the PROVIDER to the COUNTY, including all covenants, conditions, and benefits.

B. This Agreement supersedes any and all agreements that may exist between the PROVIDER and the COUNTY.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Lori Venable  
On Site Medical Services PA Corporation  

Dorian Kittrell, Director  
Butte County Behavioral Health  

Steve Lambert, Chair  
Butte County Board of Supervisors  

Reviewed for Contract Policy Compliance, General Services by: ________________________________  

Approved as to Form, County Counsel by: ________________________________  

PROVIDER: Onsite Medical Services PA Corporation  
BUDGET CODE: 5411000 534000  
COST CENTER: 105  
CONTRACT MONITOR: Kennelly / Marinello  
AUDITOR'S NO.: ______________________
EXHIBIT A

MEDICAL EVALUATION SERVICES DESCRIPTION

A. The PROVIDER shall be available to provide medical and physical evaluation of persons on a daily basis, seven (7) days a week. Upon client admission to COUNTY’s inpatient facility or within 24 hours thereafter, PROVIDER shall complete the evaluation as required by law, to all admissions regardless of their origin.

B. PROVIDER shall obtain and record a comprehensive medical history and perform and record a physical evaluation and initiate treatment order, in consultation with COUNTY psychiatric nursing staff and/or the attending physician, for all persons authorized by COUNTY. PROVIDER shall provide a written history and record of physical examination to COUNTY inpatient facility within twenty four (24) hours of the date of service.

C. PROVIDER services may include treating minor illnesses and injuries, and supplying medical screening test kits as requested by COUNTY psychiatric nursing staff and/or the attending physician. Prior to COUNTY request for PROVIDER evaluation of an acute illness, COUNTY psychiatric nursing staff and/or the attending physician shall evaluate the client to ensure they have a legitimate medical complaint.

D. COUNTY shall provide telephone consultation services to PROVIDER seven (7) days a week, 24 hours a day, to provide collaborative treatment care, and consultation for persons referred to PROVIDER for physical evaluation prior to admission to COUNTY’s inpatient facility.

E. COUNTY shall provide access to a printer within the COUNTY facility for PROVIDER to use in the course of services under this agreement. PROVIDER shall provide their own computer, technical support, and internet connectivity to complete their work.
**EXHIBIT B**

**Butte County Department of Behavioral Health/Onsite Medical Services PA Corporation**  
**Croville, California**  
**Claim For Professional Services**

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**TOTAL**: $ -

I, the undersigned, declare under penalty of perjury that the services or articles claimed have been performed or delivered, and that this claim is true and correct as stated.

Date this __________ day of __________ 20__, at __________, Calif.  

Signature of Claimant

I, the undersigned, hereby certify that, to the best of my knowledge, the services or articles specified above have been performed or delivered and that there is a Budget Appropriation or Specific Board Approval (Check one) for the same.

Dated this __________ day of __________ 20__, at __________, Calif.  

Department Head or Authorized Deputy

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ATTACHMENT 1
INSURANCE REQUIREMENTS FOR MOST CONTRACTS
Not for Professional Services or Construction Contracts

*Please provide a copy of Attachment 1 to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor’s agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO’s Commercial Automobile Liability coverage form CA 00 01.
   1. Commercial Automobile Liability: Covering any auto (Code 1) for corporate/business owned vehicles, or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.
   2. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage may be provided in lieu of Commercial Automobile Liability Insurance.

3) Workers’ Compensation Insurance: 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 and disease. (Not required if Contractor provides written verification he or she has no employees.)

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers,
officials, employees and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETentions: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.