## Subject:  
Contract with A.A. Mental Health Resources, Inc. Adegoke Adeyemo, M.D. for Psychiatry Services

### Department:  
Behavioral Health

### Contact:  
Scott Kennelly  
**Phone:** 530.891.2850

### Meeting Date Requested:  
June 25, 2019

### Fiscal Impact:
Funding for this contract is provided by State and 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.
CONTRACT SERVICES AGREEMENT BETWEEN
COUNTY OF BUTTE
AND
A.A. MENTAL HEALTH RESOURCES, INC.
ADEGOKE ADEYEMO, M.D.
FY 2019-20

PROVIDER:

A.A. MENTAL HEALTH RESOURCES, INC
MD PROVIDER

Business Address: (Provider)
c/o 3217 Cohasset Road

Chico, CA 95973

EXECUTIVE SUMMARY*

Annual Contract Amount: $302,720.00

Expected Annual Units of Service: 1,892 hours

Cost Per Unit: $160 per hour

Type of Service Provided: Provider shall provide telepsychiatric services for clients of Butte County

Term: 7/1/19–6/30/20

*This summary is not to be used as a part of the attached Agreement for the description or provision of services, basis for payment, or terms as represented in the actual document. It is provided for information only.
CONTRACT SERVICES AGREEMENT
BETWEEN
COUNTY OF BUTTE
AND
A.A. MENTAL HEALTH RESOURCES, INC.
ADEGOKE ADEYEMO, M.D.

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 A.A. Mental Health Resources, Inc, hereinafter referred to as PROVIDER.

W I T N E S S E T H:

WHEREAS, the PROVIDER shall 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 shall 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. PROVIDER shall perform medical work in the specialized field of psychiatry as required for clients of the COUNTY.
   
   B. PROVIDER shall provide telepsychiatric services, including direct client encounters and, as necessary, consultation with client’s primary care providers, clinicians or case managers, to assess, diagnose, and offer treatment to clients referred by COUNTY. As an independent contractor, PROVIDER shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall schedule client appointments during COUNTY’s normal business hours, based on availability communicated by the PROVIDER.
   
   C. PROVIDER shall participate in the electronic maintenance of records and charts and the compilation and preparation of reports, and/or daily logs as requested, including but not limited to the use of all Electronic Health Record Utilities, such as the electronic progress note and electronic prescription requests.
   
   D. PROVIDER shall maintain a minimum of sixty percent (60%) direct client contact or tasks specifically related to direct client contact, notwithstanding COUNTY shall not control the manner in which services are provided.
   
   E. PROVIDER shall comply with all applicable provisions of Division 5 of the Welfare and Institutions Code.
   
   F. PROVIDER shall consult with staff physicians and paramedical disciplines regarding care of patients including, but not limited to, medical and diagnostic work performed.
   
   G. PROVIDER shall attend required trainings and/or meetings upon the request of the COUNTY. The intent of these trainings and meetings is to enhance collaboration and maintain open communication regarding the services provided. Any additional training requested by PROVIDER shall be pre-approved by COUNTY’S Medical Director.
   
   H. The responsibilities and duties of the PROVIDER shall include any appearances in any legal proceedings on behalf of the Department and/or COUNTY of Butte, where the need for such appearances arises out of the PROVIDER’S work under this Agreement.
I. Tele-psychiatry work sites may include the County’s Outpatient/Inpatient Mental Health Centers throughout Butte County.

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

2. COMPENSATION AND METHOD OF PAYMENT
   A. For the performance of such services, COUNTY agrees to pay PROVIDER a maximum compensation of THREE HUNDRED TWO THOUSAND SEVEN HUNDRED TWENTY DOLLARS ($302,720.00).
   
   B. Exhibit A provides an estimate of hours worked and estimated costs associated with services described in Section 1 of this Agreement. The parties hereto agree that Exhibit A is required by the State of California as a general guideline covering the costs and services associated with this Agreement.

   (1) COUNTY shall compensate PROVIDER in arrears for hours worked. PROVIDER shall only claim for actual hours in which PROVIDER delivers services or performs tasks directly related to the delivery of services. PROVIDER shall bill the COUNTY by submitting a Claim for Professional and Special Services form, Exhibit B which by reference is attached hereto and incorporated into this Agreement provided by COUNTY. The claim shall contain the following information: The service dates, number of hours and/or "On Call" shifts provided multiplied by the agreed upon rate, 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 Agreement termination date. COUNTY shall not pay claims received after 30 days of Agreement termination date unless claims are approved by the 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 may terminate this Agreement immediately upon serving notice to the PROVIDER if the PROVIDER is found to not be in compliance with Section 4.A of this Agreement or if it is determined by the COUNTY that the PROVIDER has engaged in personal or professional misconduct.

   D. The COUNTY may 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 shall be licensed as a physician and surgeon in the State of California and practice in the field of psychiatry. PROVIDER shall provide a copy of the license to the County prior to beginning work.

   B. PROVIDER shall be an independent contractor at all times during the term of this Agreement and shall not be an employee of the COUNTY. COUNTY shall not have the right to control the means or manner by which CONTRACTOR provides services under this Agreement. At all times during the term of this Agreement, PROVIDER shall also be responsible for their own operating costs and expenses in connection with performance of services under this Agreement.
C. **PROFESSIONAL ETHICS:** PROVIDER shall adhere to all County, State, and Federal laws, policies, regulations, and statutes, including but not limited to County’s BCDBH’s Compliance Plan and the Code of Ethics contained therein. As a member of the medical profession, a psychiatrist must recognize responsibility not only to clients, but also to society, to other health professionals, to fellow staff, and to self. Furthermore, a psychiatrist shall respect the rights of clients, of colleagues, and of other health professionals within the constraints of the law. Therefore, any violations of the aforementioned County’s BCDBH Compliance Plan or Code of Ethics may be reported to the appropriate licensing authority.

D. **DISALLOWANCES:** PROVIDER shall be required to comply with County’s BCDBH’s Compliance Plan, which may exceed standards and requirements set forth by State and Federal entities. PROVIDER shall be accountable for services delivered under the mental health guidelines, and if an audit conducted by County, State and/or Federal authorities determines that the services furnished hereunder were documented or billed incorrectly as per the law, then the amount of disallowance may be due by PROVIDER to COUNTY.

Notwithstanding any other provision of this Agreement, PROVIDER shall hold COUNTY harmless from and against any loss to PROVIDER resulting from any such PROVIDER caused State denials, unresolved Explanation of Balance (EOB) claims, and/or Federal and/or State audit disallowances for such Title XIX Short-Doyle/Medi-Cal services.

E. **WITHHOLD 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.

F. **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.

G. **CONFLICT OF INTEREST**
   (1) PROVIDER shall have no interest, and shall not acquire any interest, direct or indirect, which shall 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.
(3) COUNTY enters this Agreement upon the express representation that PROVIDER has no other Agreements in effect with COUNTY.

H. INSURANCE

(1) 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 I, which by reference is made part of 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.

(2) COUNTY shall provide Professional Liability insurance coverage for PROVIDER to cover the services performed under the terms of this Agreement.

I. INDEMNIFICATION

(1) It is agreed that PROVIDER shall defend, save harmless and indemnify COUNTY, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of PROVIDER, its officers and/or employees.

(2) It is further agreed that COUNTY shall defend, save harmless and indemnify PROVIDER, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY, its officers and/or employees.

(3) In the event of concurrent negligence of PROVIDER, its officers and/or employees, and COUNTY, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

J. CONFIDENTIALITY: PROVIDER shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 CFR, Parts 160 and 164, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with 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.

K. 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.

L. 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.

M. 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 handicapped must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and PROVIDER shall 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.

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

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

5. 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:**
A.A. Mental Health Resources, Inc.
Adegoke Adeyemo, M.D
C/o 3217 Cohasset Rd.
Chico, CA 95973
(530) 891-2980

**COUNTY:**
Butte County Department of Behavioral Health
Administrative Support Division
3217 Cohasset Rd.
Chico, CA 95973
(530) 891-2980
(530) 895-6548 (Fax)
6. **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.

7. **PROVIDER’S DISCLOSURE OF OWNERSHIP**
   
   A. Pursuant to 42 C.F.R. § 455.104, all County contractors, subcontractors/network providers must disclose ownership information set forth in subsection B(1).
   
   B. 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 (5%) 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.

8. **MEANINGFUL USE INCENTIVE PAYMENTS**
   
   A. PROVIDER hereby grants and assigns to COUNTY any rights PROVIDER may have to submit claims for and receive the entire amount of PROVIDER’s EHR Incentive Payments to the County of Butte Medi-Cal and/or Medicare program, or any other applicable federal or state governmental authority, such assignment shall include, but not be limited to, EHR Incentive Payments received from the Medicare or Medi-Cal programs, or their designees for administering the EHR Incentive Program, as applicable.

   (1) **EHR Incentive Payments** means Medicare Incentive Payments and Medicaid

   (2) **EHR Incentive Program** means the EHR technology incentive program created by the HITECH Act, including without limitation the provisions set forth at 42 U.S.C. § 1395w-4(o), 42 U.S.C. § 1395ww(n), 42 U.S.C. § 1396b(t), and the regulations set forth at 42 C.F.R. Part 495, as amended from time to time.
B. County shall be solely entitled to submit claims for and to collect the entire amount of PROVIDER’S EHR Incentive Payments. County shall retain all rights to any of PROVIDER’s EHR Incentive Payments accrued prior to the termination of PROVIDER’s employment.

C. PROVIDER shall cooperate with County to allow such claim submission and collection under PROVIDER’s name with approvals and assignment documentation giving County authority as attorney in fact to submit claims for such PROVIDER EHR Incentive Payments in PROVIDER’s name.

(1) PROVIDER shall not, under any circumstances (including, without limitation, the non-payment or insolvency of a third party payor or termination of PROVIDER’s employment), submit claims for or otherwise seek EHR Incentive Payments from the Medicare or Medi-Cal programs for any of PROVIDER’s EHR Incentive Payments earned or accrued during the PROVIDER’s employment.

9. GOVERNING AGREEMENT COMPLIANCE: By signing this Agreement, Provider acknowledges that, as a sub-recipient of Federal and State funding, Provider is obligated to adhere to all terms and conditions defined in the governing agreement(s) including those incorporated by reference, in effect at the time services are provided between County and California Department of Health Care Services (DHCS), under the “Performance Agreement” agreement, and any future terms and conditions contained in any subsequent agreements or amendments to those agreements. Such terms and conditions are in reference to “subcontractor”, and are available at www.buttecounty.net, Behavioral Health, Contractor Resources, “Performance Agreement”, incorporated by reference as if incorporated herein. Noncompliance with the aforementioned terms and conditions may result in termination of this Agreement by giving written notice as detailed in Paragraph 3 DURATION AND TERMINATION.

http://www.buttecounty.net/behavioralhealth/ContractorResources.aspx

County shall notify the Provider in writing, of any amendments of the governing agreements. The amendments shall be posted on the Contractor Resources webpage referenced above for review.

10. INFORMATION SYSTEMS (County Data System):

If PROVIDER provides data entry into County’s data systems, as required by Director; PROVIDER would be required to supply all necessary equipment for such electronic data submission and comply with all rules and regulations in accordance with County’s Data Systems Minimum Technical Requirements (Attachment 2), including but not limited to HIPAA

11. CONCLUSION

A. This Agreement, consisting of sixteen (16) pages, including Exhibit A, Exhibit B, Attachment 1 and Attachment 2 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.

Adegoke Adeyemo, M.D.  
A.A. Mental Health Resources, Inc.

Date

Dorian Kittrell, Director  
Butte County Department of Behavioral Health

Date

Steve Lambert, Chair  
Butte County Board of Supervisors

Date

Reviewed for Contract Policy Compliance, General Services by: ________________________________

Approved as to Form, County Counsel by: ________________________________

PROVIDER:  A.A. Mental Health Resources, Inc. – Adegoke Adeyemo, M.D
CONTRACT MONITOR: County Medical Director
EXHIBIT A
TO AGREEMENT BETWEEN COUNTY OF BUTTE
AND
A.A. MENTAL HEALTH RESOURCES, INC.
ADEGOKE ADEYEMO, M.D.
FY 2019-20

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FY 2019-20 Contract Maximum $302,720.00
EXHIBIT B

COUNTY OF BUTTE
OROVILLE, CALIFORNIA
Professional and Specialized Services

Claimant:
Address:
City & State:
Date of Claim:

SUBMIT CLAIM TO DEPARTMENT RECEIVING GOODS OR SERVICES

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Weekly Hours

Weekly On-Call Shifts

Total

BCDBH SIGN-OFF/APPROVAL

Position Class: OPI (On Site Psychiatrist Inpatient), OPO (Onsite Psych Outpatient), FNPO (Family Nurse Practitioner Outpatient), TP (Tele-Psychiatrist)

Date

Service Location Coding: (‘A’ codes: Adult programs, ‘K’ codes: Youth Programs)

AB-Iversen Center, AC-Chico, AG-Gridley, AJ-AB109, AN-SEARCH(Chico), AO-Oroville

AP- PHF(Chico), AS-SEARCH(Oroville), AT-Treatment Court, AU-Paradise, AW-Calworks

DC-Crisis, DS-23 Hour Unit, KC-Chico, KG-Gridley, KQ-Oroville, KP-Paradise, TP-Tele Psyc

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.

Dated this ______ day of ______, 201____ at ______, CA

Signature of Claimant

I, the undersigned, declare under penalty of perjury that the services or articles specified above have been performed or delivered and there is a Budget Appropriation [ ] or specific Board Approval [ ] (check one) for the same.

Dated this ______ day of ______, 201____ at ______, CA

Department Head or Authorized Deputy

Dept. Exp. PAYABLE FROM

Code Code FUND

DO NOT WRITE BELOW THIS LINE - AUDITOR’S USE ONLY

DEPT. & SUB. PROJ. SUB.OBJ. CLAIM NO. INV. NO. DATE ENCUMB. GROSS AMT.
ATTACHMENT I
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment I 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. Personal Lines automobile insurance shall apply if vehicles are individually owned, with limits no less than $100,000 per person, $300,000 each accident, $50,000 property damage.

3) Workers’ Compensation Insurance: As required by the State of California with Statutory Limits and Employer’s Liability Insurance with limits 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.)

4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor’s profession, with limits no less than $1,000,000 per occurrence or claim, $1,000,000 aggregate.

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 at the direction 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 Contractors 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.

I. **CLAIMS MADE POLICIES** - If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the County for review.
ATTACHMENT 2
COUNTY’S DATA SYSTEM MINIMUM TECHNICAL REQUIREMENTS

In accordance with Provider/Contractor provision of services under this agreement and access to the County Information Systems (County Data System) hereinafter referred to as BHIS:

Each clinical Provider/Contractor for Butte County Department of Behavioral Health, hereafter BCDBH, or any Provider/Contractor that handles any Protected Health Information (PHI), Personally Identifiable Information (PII) or Personal Information (PI) of clients or employees of BCDBH shall follow the requirements set forth in this Attachment.

Provider/Contractor shall supply all necessary equipment and software for such electronic data submission, and shall comply with all rules and regulations identified in this Attachment.

Access to the BHIS is for the use of authorized users only. This connectivity grants consent to County for active monitoring of system usage.

A. CONNECTIVITY

1. County staff will provide Provider/Contractor with a secure VPN connection to appropriate Behavioral Health Information Systems. Any costs associated with telecommunications connectivity shall be at the Provider/Contractor’s expense. Provider/Contractor shall be responsible for their own equipment maintenance and software support, following completion of initial setup.

B. USER ACCOUNTS

1. Each contract user of County or BCDBH resources must use their own, unique credentials to access resources such as VPN, Avatar, Email, network resources or any system that contains or holds PHI, PII, PI or may allow access to other systems which hold the same. These credentials shall not be shared or used by anyone other than the individual they were created for.

2. Password requirements are a minimum of 8 characters in length including upper case, lower case, a number and an allowable symbol for any County or BCDBH resource. Passwords shall be changed every 90 days.

3. Provider/Contractor shall also use unique accounts with complex passwords on their own systems, computers, servers or devices.

4. When a contract user no longer needs access to County or BCDBH resources, the Contractor or Provider shall notify BCDBH IT within 24 hours to disable that unique credential set.

5. When the Provider/Contractor needs to have additional users provided access to County or BCDBH resources, the Contractor or Provider shall fill out applicable account request forms and return them to BCDBH IT prior to any access being provided.

6. Each computer must be running a legitimate and licensed operating system and along with any software that is used to access BCDBH resources.

7. Only Microsoft operating systems that are currently supported and receive patches and security updates shall be allowed to connect to County or DBH resources. Providers/Contractors shall not use unsupported operating systems.

8. DBH IT shall provide to each Provider/Contractor by Email a list of approved operating systems and software that is acceptable and functional to use when connecting to BCDBH resources. This may be sent out annually or as necessary. Provider/Contractor may request an updated list at any time. It is strongly recommended that a Contractor or Provider request this prior to making significant changes to their systems.
   a. Operating System
   b. Web Browser
   c. Java
   d. Report Viewer
   e. Antivirus / Antimalware
   f. Other
9. The Provider/Contractor shall be given 60 day notice by Email when required or mandatory operating system or software upgrades must occur.
10. The Provider/Contractor shall ensure all operating system and application security updates, patches and service packs are installed within 30 days of release by each vendor.
11. The Provider/Contractor shall ensure that all computer systems connecting to County or BCDBH network resources shall have a BCDBH IT approved “endpoint protection”, including antivirus and antimalware applications installed with vendor definitions that are updated within 30 days of release.
12. Should the Provider/Contractor not comply with the BCDBH IT requirements after a 60 day notice, all connectivity to County or BCDBH resources may be terminated until compliance is achieved.
13. The Provider/Contractor must meet all HIPAA, HITECH, 42CFR and Medicare/Medical regulatory and contractual requirements. BCDBH IT may request to review and audit administrative, technical and physical safeguards for any system and user that connects to or uses County or BCDBH network resources. A 10 day notice shall be provided prior to the audit. Upon completion of the audit, BCDBH IT will submit a report on findings.
   a. Upon completion of an audit, BCDBH IT shall assist the Provider/Contractor in identifying elements of their computer system that are not in compliance and provide recommended changes necessary to achieve compliance. The Provider/Contractor is solely responsible for actual remediation.
   b. The Provider/Contractor must implement corrective action on any found deficiencies with 60 days of notification.
14. Per applicable law and regulation, the Provider/Contractor must conduct an annual “Risk Assessment” of their systems, technology, offices and environment. This Risk Assessment must be provided to BCDBH within 5 days upon request.
15. Per applicable law and regulation, the Provider/Contractor must create or update an annual “Business Continuity Plan” and a “Disaster Recovery Plan”. Both the Business Continuity Plan and the Disaster Recovery Plan must be provided to BCDBH upon request.
16. The Provider/Contractor shall encrypt any portable device or media such as but not limited to laptops, tablets, thumb drives, USB external drives, etc. that contains or may contain BCDBH PHI, PII, PI or other protected information.
17. It is strongly recommended that the Provider/Contractor use a wired network connection (CAT5, CAT5e or CAT6). A “wireless” network connection is strongly discouraged due to security issues and consistent, solid connectivity. If a “wireless” network connection is used, the Provider/Contractor must use an industry accepted secure, unbreakable wireless security protocol. The protocol WEP is not acceptable. An unsecured or unencrypted wireless connection is also not acceptable.
18. Protected Health Information relating to clients or consumers of Butte County services may not be sent by or stored in personal or “public” email systems such as Yahoo, Google, etc. or in cloud-based systems. Some Provider/Contractors may be provided Butte County email accounts at the discretion of Butte County Behavioral Health IT.
19. The Provider/Contractor is solely responsible for the operation and support of their own computer, operating system, network and Internet connectivity. BCDBH IT’s responsibility is as follows:
   a. DBH IT shall ensure that a working VPN and Avatar account exists.
   b. DBH IT may assist in connecting to Butte County’s VPN and Avatar system at the discretion of the BCDBH IT Program Manager.
   c. DBH IT may assist in providing limited phone or Email support and may answer questions within the scope of supporting the connection to County or BCDBH resources.
20. BCDBH IT is not liable for any damage, loss of data, configuration changes, software incompatibilities (etc.) associated with the above activities or with any activities or actions on the part of the Provider/Contractor.
21. Provider/Contractor’s inability to use the necessary County or BCDBH network resources caused by unsupported or unapproved operating systems, other software conflicts, misconfiguration of their computer(s) or network(s) in general, infection by viruses or malware, poor, problematic or no Internet access is solely the responsibility of the Provider/Contractor.
The following is to be used for informational purposes and may change as noted in the contract language above. It is available to Provider/Contractor’s upon request or may be sent out to them annually or as needed.

**BCDBH IT Approved System Requirements**

- **Operating System**
  - Microsoft Windows 7 until 12/31/19 at which time it expires and will not be allowed
  - Microsoft Windows 10 Builds 1803 or higher. Build 1803 expires on 11/12/19. All Builds prior to 1803 are no longer supported and thus will not be allowed.

- **Web Browser**
  - Internet Explorer 11

- **Java**
  - Minimum: Java 8 Update 131 or higher as long as it works with the Avatar EHR.

- **Netsmart Report Viewer**
  - Report Reader (CSMRprtV.exe Version 11.5)

- **Antivirus / Antimalware / Endpoint Protection (any of the following)**
  - AegisLab
  - AhnLab-V3
  - Avast
  - AVG
  - Avira (no cloud)
  - BitDefender
  - Comodo
  - CrowdStrike Falcon
  - Cybereason
  - Fortinet
  - F-Prot
  - F-Secure
  - Kaspersky
  - Malwarebytes
  - McAfee
  - Microsoft Windows Defender (Windows 10)
  - Panda
  - SentinelOne
  - Sophos
  - Symantec
  - TrendMicro
  - ViRobot
  - Webroot
  - ZoneAlarm by Check Point