Subject: Contract with California Locums, P.C. for Psychiatry Services for Fiscal Year 2019-20

Department: Behavioral Health

Contact: Scott Kennelly Phone: 530.891.2850

Meeting Date Requested: June 25, 2019

Regular Agenda □ Consent Agenda ☑

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.

California Locums, P.C. is a physician recruiting agency that provides psychiatrists for placement at hospitals and clinics on a short-term basis. Due to the shortage of psychiatrists, the Department of Behavioral Health uses California Locums, P.C. to supply psychiatrists to work at various sites as needed. This contract assists the Department in meeting the required level of mental health services available to the County. This contract is a result of a solicitation the Department sought for short-term psychiatry services.

The Department recommends entering into a contract with California Locums, P.C. for the provision of psychiatric services. The term of the contract is July 1, 2019 through June 30, 2020, not-to-exceed $500,000.
This contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and the professional service contractor indicated in the variable information table below, hereinafter referred to as “CONTRACTOR.”

### VARIABLE INFORMATION TABLE

| Term of This Contract (Complete Dates in Just One of the Following Three Rows) |
|-----------------------------|-----------------------------|-----------------------------|
| Term Begins                 | Term Completion Date        |
| On Following Date           | On Following Date           |
| County Department           | Behavioral Health           |

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<thead>
<tr>
<th>Basis of Price (Do Not √ More Than One of the Following Four Blocks)</th>
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<td>Price</td>
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<tr>
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<tr>
<td>Monthly Price</td>
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<td>Not-to-Exceed Price $500,000.00</td>
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<th>CONTRACTOR Contact Information</th>
<th>COUNTY Contact Information</th>
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<tr>
<td>CONTRACTOR</td>
<td>California Locums, P.C.</td>
</tr>
<tr>
<td>Address</td>
<td>2575 Northwinds Parkway</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Alpharetta, Georgia 30009</td>
</tr>
<tr>
<td>Telephone</td>
<td>(770)643-5511</td>
</tr>
<tr>
<td>Facsimile</td>
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<table>
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<tr>
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<th>Medical Director</th>
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<tr>
<td>Address</td>
<td>3217 Cohasset Rd.</td>
</tr>
<tr>
<td>City, State &amp; ZIP</td>
<td>Chico, CA 95973</td>
</tr>
<tr>
<td>Telephone</td>
<td>(530)891-2850</td>
</tr>
<tr>
<td>Facsimile</td>
<td></td>
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</tbody>
</table>

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment IV - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this contract that this contract is subject to the provisions contained in the following attachments, which are made a part of this contract. Should there be any conflicts between this contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this contract followed by the attachments and corresponding exhibits, in descending order, as indicated below:

- Attachment I – Terms and Conditions including Exhibit “A” Acknowledgement of Other County Contracts
- Attachment II – Insurance Requirements for Professional Service Contracts
- Attachment III – Professional Credentials
- Attachment IV – Scope of Work including Exhibit “B” Engagement Form, Exhibit “D” Physician Certification, and Exhibit “E” Confidentiality Non-Disclosure
- Attachment V – Fee Structure including Exhibit “C” Claim Form
- Exhibit F - Behavioral Health EHR Incentive Payments Reassignment Agreement

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Insurance Requirements.”

Scott Kennelly, Interim Director
Typed or Printed Name   Signature   Date

This contract and the above listed attachments represent the entire undertaking between the parties.

COUNTY

By_________________________ Date ____________________________
Steve Lambert, Chair
Butte County Board of Supervisors

CONTRACTOR

By_________________________ Date ____________________________

REVIEWED FOR CONTRACT POLICY
COMPLIANCE
General Services Contracts Division

REVIEWED AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL
ATTACHMENT I

TERMS AND CONDITIONS

1. **Scope of Work.** The work to be undertaken is identified in the attached “Attachment IV – Scope of Work” which is made a part of this contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated in the variable information table in Attachment V Fee Structure, but shall not exceed the Not-to-Exceed Price if included in the variable information table. COUNTY will reimburse reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR.

3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this contract.

5. **Service Provider Engagement.** In the delivery of service to COUNTY, CONTRACTOR shall provide the COUNTY with individual(s) (SERVICE PROVIDER) for that are medically licensed to provide psychiatry services within the State of California. CONTRACTOR shall provide credentials listed in Attachment 3 for each referred SERVICE PROVIDER. SERVICE PROVIDER Assignment by COUNTY and CONTRACTOR to provide services constitutes an ENGAGEMENT of SERVICE PROVIDER for the period of time established for each specific assignment. The ENGAGEMENT PERIOD is defined as the time in which a SERVICE PROVIDER is providing service to COUNTY under the terms contained herein. SERVICE PROVIDER is not a representative or employee of COUNTY nor is the SERVICE PROVIDER a partner or in any way directly affiliated with the COUNTY. SERVICE PROVIDER agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this contract.

6. **Contract Constraint.** CONTRACTOR acknowledges herewith that this contract is not a commitment of funds unless a suitable SERVICE PROVIDER is presented, accepted by COUNTY, and engaged in provision in accordance with the Scope of Work. The commitment of funds is strictly based upon fulfillment of the Scope of Work by the SERVICE PROVIDER and in accordance with the “Fee Structure” included herein. Should a SERVICE PROVIDER or SERVICE PROVIDERs be engaged, the total amount of funds that may be paid shall not exceed the Not To Exceed Price stated in the Variable Information Table of this contract. In the event that CONTRACTOR is unable to provide a SERVICE PROVIDER that is accepted by COUNTY, and/or the SERVICE PROVIDER does not engage in the Scope of Work, no fees or payments shall be obligated by COUNTY to CONTRACTOR.

7. **Ownership.** CONTRACTOR by execution of this contract acknowledges that this is a work for hire contract and hereby grants ownership of all work performed by the CONTRACTOR under this contract to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONTRACTOR and SERVICE PROVIDER.

8. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:
a. **CONFIDENTIALITY:** CONTRACTOR 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 records, 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. CONTRACTOR shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and contract to fully comply with, all such confidentiality provisions. CONTRACTOR 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 CONTRACTOR, its SERVICE PROVIDERS, officers, employees, or agents.

b. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR or by the SERVICE PROVIDER in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

c. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR or by the SERVICE PROVIDER in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

d. CONTRACTOR agrees to inform all employees, SERVICE PROVIDERS, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

e. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR or SERVICE PROVIDER and included on any memory device that may be housed in a computer, or other device (such as a “tablet” or “smart phone”) may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR and SERVICE PROVIDER may be required to stipulate to the fact that no such files exist.

9. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR or SERVICE PROVIDER, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR or SERVICE PROVIDER hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR, SERVICE PROVIDER, or its agents under worker's compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to
COUNTY property arising out of or in connection with CONTRACTOR or SERVICE PROVIDER’s negligence or willful misconduct.

10. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY’s funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resulting from said audit exceptions or for any liability that results from a breach of contract, misrepresentation or inaccuracy.

11. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this contract in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this contract) for a minimum period of three (3) years from the effective date of this contract, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments’ personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

12. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR, SERVICE PROVIDERS, agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this contract.

13. **Changes to the Contract.** Changes to this contract may only be approved by written agreement of all parties to this contract. No alteration or variation of any term or condition of this contract shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

14. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment III are authentic, current and duly granted.

15. **Contractor’s Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this contract. CONTRACTOR hereby warrants that all of SERVICE PROVIDER’s work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of SERVICE PROVIDER’s work by COUNTY shall not operate as a waiver or release. Where applicable, the SERVICE PROVIDER shall maintain the appropriate certifications, licenses or accreditations through the life of this contract, as submitted and stipulated herein Attachment III and make them available for audit upon request by the COUNTY.

16. **Termination**
   a. **By COUNTY:**
      i. **ENGAGEMENT Termination.** COUNTY may, without terminating this contract, terminate any ENGAGEMENT of SERVICE PROVIDER with written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination of the ENGAGEMENT of SERVICE PROVIDER. Notwithstanding anything stated to the contrary herein, this contract and ENGAGEMENT of SERVICE PROVIDERS shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this contract.
ii. **Contract Termination - General.** This contract may be terminated by COUNTY by a thirty (30) day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this contract.

iii. **Contract Termination For Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this contract was executed for the COUNTY by the Purchasing Agent, or authorized deputy, this contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

iv. **Contract Termination For Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this contract was executed for the COUNTY by the Purchasing Agent, or authorized deputy, this contract shall automatically terminate on the date that the term exceeds three years. Amendments to this contract, or new contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

b. **By CONTRACTOR:**

i. **ENGAGEMENT Termination.** In the event CONTRACTOR desires to terminate an ENGAGEMENT of SERVICE PROVIDER such termination requires written approval by COUNTY which shall not be unreasonably denied. If denied by COUNTY, CONTRACTOR shall provide an alternative SERVICE PROVIDER that is deemed acceptable to COUNTY prior to termination.

ii. **Contract Termination During ENGAGEMENT period.** In the event CONTRACTOR desires to terminate contract during an ENGAGEMENT PERIOD, the contract shall remain valid for one-hundred-eighty days or until COUNTY can obtain other services, whichever occurs first.

iii. **Contract Termination Excluding ENGAGEMENT PERIOD.** In the event CONTRACTOR desires to terminate contract and is not currently in an ENGAGEMENT PERIOD with COUNTY, CONTRACTOR can terminate this contract by thirty (30) day written notice. During this time, CONTRACTOR shall use best efforts to provide an alternative placement.

17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this contract stipulates and certifies that as an individual or as an entity, it complies in good faith as well as all actions the following regulatory requirements at least but not limited to:

a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.

b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.

c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act


e. Domestic Partners – Public Contract Code 10295.3.

f. ADA 1990 42 USC 12101 et seq.
18. **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 Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this contract and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR or SERVICE PROVIDER fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this CONTRACT and the balance, if any, shall be retained by the COUNTY.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.

21. **No Delegation or Assignment.** CONTRACTOR and SERVICE PROVIDER shall not delegate, transfer or assign its duties or rights under this Contract, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the contract until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and SERVICE PROVIDERS shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

   a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit “A” hereto attached. Exhibit “A” is hereby made part of this contract by reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).

   b. CONTRACTOR understands and will adhere to the COUNTY’s policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:
   
   Human Resources Director
   3 County Center Drive
   Oroville, CA 95966

   c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the COUNTY in the matters of this contract. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.

23. **Cannon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the COUNTY and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the contract is deemed to be invalidated.
25. **No Implied Waiver.** In the event that COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the contract, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.

26. **Entirety of Agreement.** This contract, inclusive of all Attachments, Exhibits and Addenda, constitutes the entire agreement between the parties.
**EXHIBIT “A”**  
**ACKNOWLEDGEMENTS OF OTHER COUNTY CONTRACTS**

List any and all contracts that you currently have with COUNTY agencies. If none, you must stipulate “none.” This cannot be left blank or omitted from the contract.

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<th>Contract Number</th>
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<td>Behavioral Health</td>
<td>2017/18-2018/19</td>
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ATTACHMENT II

INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II 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.
   a. 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.
   b. 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.

A copy of the claims reporting requirements must be submitted to the County for review
ATTACHMENT III

PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

A. CONTRACTOR shall process a Disciplinary Action report from the Federation of State Medical Boards for each SERVICE PROVIDER presented. COUNTY will be notified of any discrepancies or disciplinary actions against presented physician, at all times, at presentation and/or during the course of COUNTY work;
B. CONTRACTOR shall process a full American Medical Association (AMA) Credentials Verification Report for each SERVICE PROVIDER presented to verify physician Curriculum Vitae (CV), upon COUNTY request;
C. CONTRACTOR shall only refer SERVICE PROVIDERs eligible to be a “Participating Physician” in Medicare, Medi-Cal and other Healthcare Programs in order to permit the COUNTY to bill for Contracted Services;
D. CONTRACTOR shall require CONTRACTOR referred SERVICE PROVIDER to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R Part 142 (collectively, the “Regulations”). CONTRACTOR and CONTRACTOR referred SERVICE PROVIDER shall not use or further disclose any protected health information, as defined in 45 C.F.R § 164.504, or individually identifiable health information, as defined in 42 U.S.C § 1320d (collectively, the “Protected Health Information”), of COUNTY patients, other than as permitted by this contract, COUNTY policies and procedures, and the requirements of HIPAA or the Regulations;
E. CONTRACTOR shall require that each assigned SERVICE PROVIDER under this contract shall execute the Physician Certification, which by reference is attached hereto and incorporated into this contract;
F. CONTRACTOR shall provide evidence that SERVICE PROVIDER has completed the CONTRACTOR Ethics Training Program;
G. CONTRACTOR shall provide evidence of medical degree and / or certifications for all referred SERVICE PROVIDER;
H. CONTRACTOR shall provide SERVICE PROVIDER Resume and Statement of Qualifications;
I. CONTRACTOR shall comply, and require all SERVICE PROVIDERs to comply, with all provisions of Welfare & Institutions code 5405, in part, requiring DOJ and FBI background checks and fingerprinting on all SERVICE PROVIDERs who may have contact with patients or residents in the provision of services. CONTRACTOR shall be responsible for the costs of obtaining such background checks and fingerprinting.

CONTRACTOR shall not assign or continue the assignment of any SERVICE PROVIDER who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code § 667.5 and/or 1192.7, to provide direct care to clients.
ATTACHMENT IV
SCOPE OF WORK

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

1. CONTRACTOR RESPONSIBILITIES
   CONTRACTOR shall:

   A. Identify and screen SERVICE PROVIDERS capable of meeting the needs of the COUNTY as defined herein.

   B. Notify the COUNTY within twenty-four (24) hours of CONTRACTOR learning of any event or circumstance, which may affect the completion of the SERVICE PROVIDER’s assignment. Events or circumstances include, but are not limited to:
      (1) SERVICE PROVIDER becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by Medicare, Medi-Cal and/or other healthcare programs, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any hospital or clinic medical staff;
      (2) SERVICE PROVIDER’s license to practice medicine in the State of California, Drug Enforcement Agency registration, malpractice coverage and/or medical staff or healthcare facility privileges, is suspended, restricted, terminated, revoked, denied or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
      (3) SERVICE PROVIDER becomes the subject of any action or proceeding arising out of such SERVICE PROVIDER’s professional services;
      (4) SERVICE PROVIDER is charged with a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime related to such Physician’s practice of medicine;
      (5) SERVICE PROVIDER is excluded from, or restricted in any manner, from participation in Medicare, Medi-Cal and/or any other Healthcare Programs; or
      (6) Any other event that occurs that materially interrupts or affects all or a portion of SERVICE PROVIDER’s obligations under this contract;

   C. Require that assigned SERVICE PROVIDER shall achieve and maintain continuously a minimum productivity rate of 65%. For the purposes of this contract, productivity is calculated as follows: (direct service hours/total paid hours) x 100. For purposes of this contract “direct service hours” are clinical services provided by a licensed physician including but not limited to providing care, treatment, and/or counseling services to an individual in order to correct or ameliorate a specific condition, and including documentation time and utilization review time. Direct service hours do not include clinical administration or meeting time. For purposes of this contract “total hours paid” includes the total number of working hours paid to assigned SERVICE PROVIDER, including regular hours and overtime hours. Total hours paid does not include on-call hours;

   D. Upon learning of need by COUNTY, CONTRACTOR has seventy-two (72) hours to:
      (1) Inform COUNTY they cannot provide additional services at this time; or
      (2) Provide COUNTY with Prospective SERVICE PROVIDER Package defining the qualifications of the SERVICE PROVIDER the CONTRACTOR wishes to assign to COUNTY. The Prospective SERVICE PROVIDER Package shall include:
         a) Evidence of compliance with all requirements included in ATTACHMENT III Professional Credentials.
         b) Statement of Qualifications outlining past experience in the type of work required by COUNTY.
E. Upon COUNTY and CONTRACTOR review and acceptance of the Engagement Form as defined in Exhibit “B” Engagement Form, CONTRACTOR will remain engaged under the terms contained herein.

F. Invoice COUNTY monthly using the form defined in Exhibit “C” Claim Form and the rate and instructions included in Attachment V Fee Structure.

G. CONTRACTOR shall ensure that each assigned SERVICE PROVIDER under this Contract shall execute the Physician Certification in Exhibit D, which by reference is attached hereto and incorporated into this contract.

H. CONTRACTOR shall ensure that all referred SERVICE PROVIDERS have a working knowledge and experience with computers and the electronic maintenance of records and charts, including but not limited to the use of all Electronic Health Record utilities (EHR’s), such as the electronic progress note and electronic prescription requests.

I. CONTRACTOR shall ensure that all referred SERVICE PROVIDERS have signed the Confidentiality and Non-Disclosure form in Exhibit E, which by reference is attached hereto and incorporated into this contract.

J. CONTRACTOR shall ensure that each eligible assigned SERVICE PROVIDER under this contract shall sign the attached Exhibit F, which is attached and incorporated herein per this reference. The signed Exhibit F will be returned to the COUNTY prior to start of services.

2. SERVICE PROVIDER RESPONSIBILITIES:
SERVICE PROVIDER shall:

A. Immediately bring to the attention of both COUNTY and CONTRACTOR any unsafe conditions.

B. Perform medical work in the specialized field of psychiatry as required for clients of the COUNTY.

C. As an on-site SERVICE PROVIDER assess, diagnose, provide consultation for other medical services, and offer treatment to clients; or SERVICE PROVIDER shall provide tele-psychiatric 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.

D. Participate in the COUNTY’s 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.

E. Comply with all applicable provisions of Division 5 of the Welfare and Institutions Code.

F. Consult with staff physicians and paramedical disciplines regarding care of patients including, but not limited to, medical and diagnostic work performed.

G. Attend required trainings and/or meetings upon the request of the COUNTY.

H. Participate, based on COUNTY need, in the “On Call” responsibilities of the Psychiatric Health Facility (PHF) and the 23 hr Crisis Stabilization Unit. “On Call” time will be in addition to the regular hours of service provided under this contract.

I. Include any appearances in any legal proceedings on behalf of the Department and/or COUNTY, where the need for such appearances arises out of the SERVICE PROVIDER’s work under this contract. Be placed in work sites which may include the Department’s Outpatient/Inpatient Public Behavioral Health Centers throughout Butte County, either onsite or via tele-psychiatry, based on their position classification.

J. Perform his or her professional medical duties in accordance with: (a) applicable Federal, State and County laws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in California; (c) applicable requirements of third party payor programs; (d) COUNTY and Health Department policies and procedures; and (e) applicable Federally Qualified Health Center (FQHC) policies, rules and regulations.

K. Agree to be “Participating Physician” in Medicare, Medi-Cal Program and other Healthcare Programs, in order to permit the COUNTY to bill for Contracted Services.

L. Assure that the medications, procedures and laboratory testing ordered for each patient, is not only medically necessary for diagnosis and/or treatment, but also compliant to the specifications of the program.

M. Complete any billing and credentialing paperwork prior to, during the duration of, and after rendering service at the COUNTY.
N. Prepare patient medical records in accordance with COUNTY requirements for documentation, timeliness and completeness. Medical records shall be completed within forty-eight (48) hours of a patient contact.

O. Exhibit professional behavior and maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, COUNTY employees and all other healthcare professionals and shall communicate information timely and as needed, collaborative effectively, and work as a team.

P. Comply with all HIPAA requirements.

Q. SERVICE PROVIDER hereby grants and assigns to COUNTY any rights SERVICE PROVIDER may have to submit claims for and receive the entire amount of SERVICE 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.

R. COUNTY shall be solely entitled to submit claims for and to collect the entire amount of SERVICE PROVIDER'S EHR Incentive Payments. COUNTY shall retain all rights to any of SERVICE PROVIDER's EHR Incentive Payments accrued prior to the termination of SERVICE PROVIDER’s assignment.

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

(1) SERVICE 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.

3. SERVICE PROVIDER CLASSIFICATIONS: The following classifications require competence with Electronic Health Record documentation. Experience working with individuals and families with serious and persistent mental illnesses, and/or substance use disorders in a public behavioral health system is preferred but not required. Experience in a collaborative, team perspective would be preferred in both the inpatient and outpatient settings.

A. On-Site Psychiatrist (Inpatient or Outpatient) shall be:

(1) A licensed psychiatrist who is Board Certified or eligible in child, adolescent, and/or general psychiatry to perform services locally within our public behavioral health service clinics and who is willing to provide supervision to the Family Nurse Practitioner.

(2) Experienced with electronic prescribing programs

B. On-Site Family Nurse Practitioner (Outpatient) shall be:

(1) A licensed Family Nurse Practitioner who can perform psychiatry services under the Supervision of the Psychiatrist to perform services locally within our public behavioral health service clinics, and who has the experience and expertise in performing psychiatry for child, adolescent and/or general psychiatry.

(2) Experienced with electronic prescribing programs

C. Tele-Psychiatrist shall be:

(1) A licensed tele-psychiatrist who is a Board Certified in child, adolescent and general psychiatry who has the experience and expertise in performing tele-psychiatry and who is dually licensed/certified for mental health general psychiatry and who holds an additional
AOD suboxone certification for 100 clients is preferred but not required and who is willing to provide supervision to the Family Nurse Practitioner below.

(2) Experienced with electronic prescribing programs

4. COUNTY RESPONSIBILITIES
COUNTY shall:
A. Supply the SERVICE PROVIDER, according to the required specialty, reasonably maintained usual and customary equipment and a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the SERVICE PROVIDER to perform his/her services;

B. Verify identity of SERVICE PROVIDER at COUNTY’s facility;

C. Comply with AMA, JCAHO, federal, state and local standards relating to patient care and related activities;

D. Participate in CONTRACTOR customer service/risk management activities by reporting, in writing, immediately to CONTRACTOR any incident which may lead to a malpractice claim or disciplinary action taken against any SERVICE PROVIDER.

E. Review each assigned SERVICE PROVIDER’s productivity data monthly and provide documentation to assigned SERVICE PROVIDER in the event their productivity rate falls below the required minimum of 65% for a period of 30 days or more. COUNTY shall provide documentation to CONTRACTOR in the event the assigned SERVICE PROVIDER productivity rate falls below the required minimum of 65% for a period of 60 days or more.

F. Properly compensate CONTRACTOR for services rendered.
EXHIBIT “B”
ENGAGEMENT FORM

CONTRACTOR: ____________________________________

ADDRESS: ________________________________________

________________________________________

SERVICE PROVIDER: _______________________________

ADDRESS: ________________________________________

________________________________________

CLASSIFICATION OF SERVICE PROVIDER:
☐ On-Site Psychiatrist (Inpatient or Outpatient)
☐ On-Site Family Nurse Practitioner (Outpatient)
☐ Tele-Psychiatrist

START DATE: ______________________________________________

TERMINATION DATE: ________________________________________

LOCATION OF POSITION: __________________________________

REGULAR DAYS/HOURS: __________________________________________

☐ COUNTY Rejects

(If introduced previously by another firm, COUNTY shall Inform CONTRACTOR within forty-eight (48) hours if any SERVICE PROVIDER presented by CONTRACTOR is already known to COUNTY. Otherwise, the SERVICE PROVIDER will be conclusively presumed to have been introduced by CONTRACTOR. COUNTY agrees to submit proof of a prior relationship or introduction upon request by CONTRACTOR)

☐ COUNTY Accepts

County of Butte— COUNTY ________  California Locums, P.C.— CONTRACTOR _______

Signature: ____________________________________________  Signature: ____________________________

Name: ______________________________  Name: ______________________________

Title: ______________________________  Title: ______________________________

Date: ______________________________  Date: ______________________________

Behavioral Health / Psychiatry Services - GT$25K Butte County General Services Page 17 of 26
ATTACHMENT V
FEE STRUCTURE

In regards to revenue:

1. COUNTY shall retain any/all revenue generated by a SERVICE PROVIDER placed by CONTRACTOR.

2. When invoicing the COUNTY, CONTRACTOR shall use the form depicted in Exhibit “C” Claim Form. The claim form must be complete including:
   a. Classification as defined in SERVICE PROVIDER section of Attachment IV Scope of Work;
   b. The dollar amount, subsequent to the claim, remaining before the Not To Exceed price of this contract is reached.

3. The Billing Rate is the amount due, by COUNTY to CONTRACTOR, for services delivered by CONTRACTOR including any and all charges for services provided to COUNTY by SERVICE PROVIDER. Excluding Rate, there shall be no charges due CONTRACTOR or SERVICE PROVIDER by COUNTY. COUNTY shall not pay any additional administrative or per diem charges or any other charges that CONTRACTOR or SERVICE PROVIDER may, from time to time, incur.

4. If any SERVICE PROVIDER enters into an employment contract with COUNTY, within the current CONTRACTOR referral placement period, then COUNTY shall pay to CONTRACTOR an Employment Agreement fee of at an agreed upon rate, set in the Rate Table. The Employment Agreement Fee is due and payable following the start date the SERVICE PROVIDER begins medical duties with COUNTY or COUNTY facilities as an employee. If the SERVICE PROVIDER employment with the COUNTY is terminated within 60 days, CONTRACTOR shall refund to COUNTY the entire Employment Agreement Fee.

5. Regular Billing Rate and Circumstances that Affect the Regular Billing Rate: Only those circumstances noted in this table affect the Regular Billing Rate and all other circumstances shall have no effect on the Regular Billing Rate

<table>
<thead>
<tr>
<th>Regular Billing Rate</th>
<th>Monday through Friday 8 hours per day</th>
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<tbody>
<tr>
<td>Employment Agreement Fee</td>
<td>If any SERVICE PROVIDER becomes directly employed by COUNTY within the current referral placement period, this one-time fee will be payable to the CONTRACTOR.</td>
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<tr>
<th>Class</th>
<th>Regular (hourly)</th>
<th>Employment Agreement Fee (flat rate)</th>
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<tbody>
<tr>
<td>Psychiatrist</td>
<td>$215.00 - $265.00*</td>
<td>$32,000.00</td>
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<tr>
<td>TelePsychiatrist</td>
<td>$190.00 - $250.00*</td>
<td>$32,000.00</td>
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<tr>
<td>Nurse Practitioner</td>
<td>$150.00 - $180.00*</td>
<td>$24,000.00</td>
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*Variable rate will be based on Service Provider’s qualifications and experience. Rate to be mutually agreed upon by County Medical Director, or their designee, and Contractor.
EXHIBIT "C"
CLAIM FORM
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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<th>MM/YY</th>
<th>Rates $ /hr.</th>
<th>Admin CME</th>
<th>Time</th>
<th>Position Class</th>
<th>Service Location</th>
<th>Date</th>
<th>Admin CME</th>
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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
EXHIBIT “D”
PHYSICIAN CERTIFICATION

1. SERVICES BY CONTRACTOR REFERRED SERVICE PROVIDER

CONTRACTOR referred SERVICE PROVIDER shall:

A. Perform his or her professional medical duties in accordance with: (a) applicable Federal, State and County laws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in California; (c) applicable requirements of third party payor programs; (d) County and Health Department policies and procedures; and (e) applicable Federally Qualified Health Center (FQHC) policies, rules and regulations.

B. Agree to be “Participating Physician” in Medicare, Medi-Cal Program and other Healthcare Programs, in order to permit the COUNTY to bill for contracted services.

C. Assure that the medications, procedures and laboratory testing ordered for each patient, is not only medically necessary for diagnosis and/or treatment, but also compliant to the specifications of the program.

D. Agree to complete any billing and credentialing paperwork prior to, during the duration of, and after rendering service at the COUNTY.

E. Prepare patient medical records in accordance with COUNTY requirements for documentation, timeliness and completeness. Medical records shall be completed within forty-eight (48) hours of a patient contact.

F. Exhibit professional behavior and maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, COUNTY employees and all other healthcare professionals and shall communicate information timely and as needed, collaborative effectively, and work as a team.

SERVICE PROVIDER acknowledges that he or she has read and understands the terms of the original contract and any/all subsequent amendments, agrees to be bound by the terms of the contract applicable to SERVICE PROVIDER, and certifies that SERVICE PROVIDER is in compliance with, and will continue to be in compliance with throughout the term of the contract, all representations, warranties, duties and obligations of SERVICE PROVIDER as set forth in the contract.

BY: ______________________________________

PRINT NAME: _____________________________________

DATE: ______________________________________
EXHIBIT “E”
CONFIDENTIALITY NON-DISCLOSURE

CONTRACTOR and CONTRACTOR referred SERVICE 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 records, 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. CONTRACTOR shall require all its CONTRACTOR referred SERVICE PROVIDERS, officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. CONTRACTOR and CONTRACTOR referred SERVICE 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 CONTRACTOR, CONTRACTOR referred SERVICE PROVIDER, its officers, employees, or agents. CONTRACTOR will make sure all employees and CONTRACTOR referred SERVICE PROVIDERS working for COUNTY are aware of this requirement and will ensure that a signed Oath of Confidentiality Statement will be kept in their personnel file.

Oath of Confidentiality

[Title 42 Code of Federal Regulations, Welfare & Institutions Code Section 5328(e)]. As a condition of CONTRACTOR and CONTRACTOR referred SERVICE PROVIDER completion of the scope of work, I, __________________________________________________, a CONTRACTOR referred SERVICE PROVIDER, agree not to divulge any information obtained in the course of performing the above-described work and not to publish or likewise make public any information regarding persons who have received services such that the persons who received services is identifiable (names on phone messages, printed data, charts, etc).

I recognize that the unauthorized release of confidential information may make me subject to a civil action under the provisions of Welfare & Institutions Code 5330.

CONTRACTOR referred SERVICE PROVIDER

______________________________
Date
EXHIBIT F

Behavioral Health EHR Incentive Payments
Reassignment Agreement

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 _______________________, hereinafter referred to as SERVICE PROVIDER.

W I T N E S S E T H:

WHEREAS, COUNTY owns and operates Behavioral Health Clinics (the “Clinics”) at various locations through the Behavioral Health Division of the Butte COUNTY Department of Health.

WHEREAS, the primary purposes of the Clinics include providing or arranging to provide certain health care services to patients (including indigent patients) utilizing their facilities.

WHEREAS, SERVICE PROVIDER is currently providing certain clinical services to COUNTY Clinic patients.

WHEREAS, the Parties desire to implement and promote the adoption of EHR and to avail themselves, to the extent permitted under applicable laws, of the EHR Incentive Program (as defined in Section 2(c)), pursuant to the Health Information Technology for Clinical Health Act of 2009, Pub. L. 111-5 and the regulations promulgated thereunder (the “HITECH Act”).

WHEREAS, COUNTY has expended and/or will expend significant time and resources, at COUNTY’s sole cost and expense, to (a) purchase and/or license an EHR system and the associated hardware, at COUNTY’s sole cost and expense; and (b) implement such EHR system within the Clinics, including without limitation to train qualified personnel in such EHR system’s operation, and to ensure proper ongoing support and maintenance of the equipment and services necessary to operate such EHR system.

WHEREAS, COUNTY intends to make the Clinics’ EHR system accessible to physicians providing professional services at the Clinics, including without limitation SERVICE PROVIDER.

WHEREAS, SERVICE PROVIDER is an Eligible Professional (as defined in Section 2(d)).

WHEREAS, COUNTY anticipates that the Clinics will be designated by the State of California as Entities Promoting the Adoption of Certified EHR Technology (as defined in Section 2(f)).

WHEREAS, SERVICE PROVIDER wishes to reassign SERVICE PROVIDER’s EHR Incentive Payments (as defined in Section 2(e)) to COUNTY.

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

REASSIGNMENT OF EHR INCENTIVE PAYMENTS

1. General. In consideration of the significant expenditures which have been and/or will be made by COUNTY to establish an EHR System which will be utilized by SERVICE PROVIDER, and as a condition of SERVICE PROVIDER’s assignment with COUNTY, SERVICE PROVIDER hereby agrees that to the extent SERVICE PROVIDER is eligible to receive EHR Incentive Payments, SERVICE PROVIDER reassigns the entire amount of SERVICE PROVIDER’s EHR Incentive Payments to COUNTY.
2. **Definitions Applicable to Reassignment of EHR Incentive Payments.**
   a. Certified EHR Technology has the meaning assigned to such term under 45 C.F.R. §170.102.
   b. EHR Incentive Payments means Medicare Incentive Payments and Medicaid Incentive Payments, collectively.
   c. 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.
   d. Eligible Professional or EP has the meaning assigned to such term under 42 C.F.R. §495.100, 42 C.F.R. §495.302, and 75 Fed. Reg. at 44577.
   e. SERVICE PROVIDER’s EHR Incentive Payments means EHR Incentive Payments for which SERVICE PROVIDER is eligible.
   f. Entity Promoting the Adoption of Certified EHR Technology has the meaning set forth at 42 C.F.R. §495.310(k).
   g. Meaningful EHR User has the meaning assigned to such term under 42 C.F.R. §495.4.
   h. Meaningful Use Demonstration Requirements means the requirements for demonstrating meaningful use set forth at 42 C.F.R. §495.8.
   i. Meaningful Use Objectives and Measures means the objectives and measures set forth at 42 C.F.R. §495.6.
   j. Medicaid Incentive Payments means the EHR Incentive Payments to EPs as set forth at 42 C.F.R. §495.310.
   k. Medicaid Incentive Payment Reassignment Limitations has the meaning set forth at 42 C.F.R. §495.310(k).
   l. Medicare Incentive Payments means the EHR Incentive Payments to EPs as set forth at 42 C.F.R. §495.102.
   m. Medicare Incentive Payment Reassignment Limitations has the meaning set forth at 42 C.F.R. §495.10(f).
   n. Payment Year has the meaning assigned to such term at 42 C.F.R. §495.4.

3. **Reassignment of SERVICE PROVIDER’s EHR Incentive Payments Exclusively to COUNTY.**
   To the extent permitted by applicable laws and the requirements of the Medicare and/or Medi-Cal programs, and provided that SERVICE PROVIDER is eligible to receive EHR Incentive Payments, COUNTY shall submit requests to receive, and shall collect, the entire amount of SERVICE PROVIDER’s EHR Incentive Payments. SERVICE PROVIDER hereby grants and assigns to COUNTY any rights SERVICE PROVIDER may have to submit claims for and receive SERVICE PROVIDER’s EHR Incentive Payments to the California Medi-Cal program, the Medicare program, or any other applicable federal or state governmental authority. SERVICE PROVIDER shall cooperate with COUNTY as necessary to obtain maximum allowable SERVICE PROVIDER EHR Incentive Payments, including without limitation cooperating with COUNTY as necessary to demonstrate that SERVICE PROVIDER is a Meaningful EHR User. SERVICE PROVIDER authorizes COUNTY to submit claims for any EHR Incentive Payments to which SERVICE PROVIDER is entitled to the Medicare or Medi-Cal programs, or their designees, as applicable, and for this purpose, SERVICE PROVIDER hereby assigns directly to COUNTY all rights to and interests in the entire amount of all of SERVICE PROVIDER’s EHR Incentive Payments.
Payments. 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. COUNTY shall retain all rights to any of SERVICE PROVIDER's EHR Incentive Payments accrued prior to the termination of SERVICE PROVIDER's employment. To facilitate such claim submission and collection, if any payor will not accept a claim for SERVICE PROVIDER's EHR Incentive Payments from COUNTY, SERVICE PROVIDER shall cooperate with COUNTY to allow such claim submission and collection under SERVICE PROVIDER's name with approvals and assignment documentation giving COUNTY authority as attorney in fact to submit claims for such SERVICE PROVIDER EHR Incentive Payments in SERVICE PROVIDER's name.

a. EHR Incentive Payments Received by SERVICE PROVIDER. To the extent SERVICE PROVIDER receives any SERVICE PROVIDER EHR Incentive Payments attributable to time during which SERVICE PROVIDER was employed by COUNTY, SERVICE PROVIDER shall immediately transfer such payments to COUNTY.

b. Effectuating Reassignment. SERVICE PROVIDER shall cooperate with COUNTY in timely completing and submitting any and all forms and documentation necessary to effectuate the valid reassignment of any EHR Incentive Payments to which SERVICE PROVIDER is entitled to COUNTY. In addition, SERVICE PROVIDER shall execute such other documents as may be necessary to effectuate the intent of this Section 3.

4. COUNTY's Sole Right to Submit Claims for SERVICE PROVIDER's EHR Incentive Payments.

To the extent permitted by applicable laws and the requirements of the Medicare and/or Medi-Cal programs, COUNTY shall be solely entitled to submit claims for and to collect any of SERVICE PROVIDER's EHR Incentive Payments, including without limitation, Medicare Incentive Payments or Medicaid Incentive Payments, as applicable. SERVICE PROVIDER shall not, under any circumstances (including, without limitation, the non-payment or insolvency of a third party payor or termination of SERVICE PROVIDER’s employment), submit claims for or otherwise seek EHR Incentive Payments from the Medicare or Medi-Cal programs for any of SERVICE PROVIDER’s EHR Incentive Payments earned or accrued during the SERVICE PROVIDER’s employment. Neither SERVICE PROVIDER nor any agent or SERVICE PROVIDER, representative, trustee, or assignee thereof, may maintain any action at law or in equity against COUNTY to collect sums owed for SERVICE PROVIDER’s EHR Incentive Payments. Except as disclosed in writing to COUNTY, SERVICE PROVIDER has not previously sought to obtain, and in the future will not seek to obtain, EHR Incentive Payments from the Medicare or Medi-Cal programs, nor has SERVICE PROVIDER previously reassigned, nor the future will reassign SERVICE PROVIDER, SERVICE PROVIDER’s right to any such EHR Incentive Payments to any person, organization or entity other than COUNTY. These requirements shall:

a. survive the termination of SERVICE PROVIDER’s employment regardless of the cause giving rise to such termination;

b. be construed for the benefit of any third party payor; and

c. supersede any oral or written agreement to the contrary now existing or hereafter entered into between SERVICE PROVIDER and any other employer or entity (excluding COUNTY) or person(s) acting on behalf of such employer or entity (excluding COUNTY).

5. Compliance with EHR Incentive Payment Reassignment Limitations. Each of the Parties shall:

a. With respect to any EHR Incentive Payments to which SERVICE PROVIDER is entitled, comply with the Medicare Incentive Payment Reassignment Limitations and/or the Medicaid Incentive Payment Reassignment Limitations, as applicable;

b. In addition to any other terms contained herein, take any and all steps reasonably necessary to ensure continued compliance with any future guidance issued by CMS, the California Department of Health Care Services, or any other applicable federal or state...
entity responsible for implementing the EHR Incentive Program, with respect to the valid reassignment of SERVICE PROVIDER’s EHR Incentive Payments to COUNTY.

6. **Termination of EHR Incentive Payment Reassignment.** SERVICE PROVIDER’s reassignment of SERVICE PROVIDER’s EHR Incentive Payments to COUNTY shall terminate immediately upon the occurrence of any of the following:
   a. the termination or SERVICE PROVIDER’s COUNTY assignment;
   b. the failure of SERVICE PROVIDER to remain validly enrolled in the Medicare program, to the extent SERVICE PROVIDER has reassigned Medicare Incentive Payments to COUNTY under this Agreement;
   c. the failure of SERVICE PROVIDER to remain validly enrolled in the Medi-Cal program, to the extent SERVICE PROVIDER has reassigned Medicaid Incentive Payments to COUNTY under this Agreement.

7. **Effect of Termination of Employment.** Upon termination SERVICE PROVIDER’s employment for any reason, COUNTY has no further right to submit claims for or to collect SERVICE PROVIDER’s EHR Incentive Payments accruing after such termination. Termination of SERVICE PROVIDER’s employment will not affect the rights and obligations of the parties arising out of any EHR Incentive Payments reassigned prior to the effective date of such termination.

8. **Obligations of COUNTY.**
   a. Assistance with SERVICE PROVIDER’s EHR Incentive Program Election. COUNTY shall consult with SERVICE PROVIDER to determine the EHR Incentive Program under which SERVICE PROVIDER is most likely to obtain the maximum permissible EHR Incentive Payments (i.e., Medicare or Medicaid).
   b. Medicaid Incentive Payments. Pursuant to 42 C.F.R § 495.310(k)(ii), to the extent COUNTY takes reassignment of SERVICE PROVIDER’s Medicaid Incentive Payments, COUNTY shall not retain more than five percent (5%) of such payments for costs unrelated to Certified EHR Technology (and support services, including maintenance and training that is for, or necessary for, the operation of such technology).

9. **Obligations of SERVICE PROVIDER.**
   a. Compliance with Participation Requirements. SERVICE PROVIDER shall cooperate with COUNTY as reasonably necessary to meet the requirements to participate in the EHR Incentive Program, including, without limitation, the requirements set forth at 42 C.F.R. § 495.10.
   b. Achievement and Demonstration of Meaningful Use. SERVICE PROVIDER shall cooperate with COUNTY as reasonably necessary to meet the requirements of a Meaningful EHR User, including, without limitation:
      i. meeting the Meaningful Use Objectives and Measures; and
      ii. meeting the Meaningful Use Demonstration Requirements, including, without limitation, complying with applicable attestation, reporting, and documentation requirements.
   c. Use of Certified EHR Technology. SERVICE PROVIDER shall use Certified EHR Technology as provided by COUNTY to the extent required to become and maintain status as a Meaningful EHR User.
   d. EHR Incentive Program Election. If SERVICE PROVIDER qualifies as both a Medicare EP and a Medicaid EP, SERVICE PROVIDER shall, after consulting with COUNTY, elect to receive EHR Incentive Payments from the EHR Incentive Program that COUNTY has determined is most likely to maximize SERVICE PROVIDER’s eligibility for EHR Incentive Payments.
i. Notification of CMS and Employer of Election. Pursuant to the requirements set forth at 42 C.F.R. § 495.10(e), and to the extent SERVICE PROVIDER is eligible to receive EHR Incentive Payments, SERVICE PROVIDER shall notify the Centers for Medicare and Medicaid Services (“CMS”) in the manner specified by CMS as to whether SERVICE PROVIDER elects to participate in the Medicare or the Medicaid EHR Incentive Program; and (b) shall provide COUNTY with a copy of SERVICE PROVIDER’s written notification to CMS within five (5) days of the date SERVICE PROVIDER transmits SERVICE PROVIDER’s notice of election to CMS.

ii. One-Time Change of Election. If, before 2015, SERVICE PROVIDER has received at least one EHR Incentive Payment under one EHR Incentive Program and COUNTY determines that the likely aggregate EHR Incentive Payments to SERVICE PROVIDER would be greater under the other EHR Incentive Program, SERVICE PROVIDER shall, upon receipt of a written request from COUNTY, submit to CMS a change in election to the other EHR Incentive Program in accordance with the then-applicable rules for a one-time switch in EHR Incentive Program election, pursuant to 42 C.F.R. § 495.10(e). SERVICE PROVIDER shall provide COUNTY with written notice of such change in election within five (5) days of the date SERVICE PROVIDER transmits SERVICE PROVIDER’s notice of change in election to CMS.

e. Reassignment Only to COUNTY. Pursuant to 42 C.F.R. § 495.10(f), SERVICE PROVIDER covenants and represents that SERVICE PROVIDER has reassigned the entire amount of SERVICE PROVIDER’s EHR Incentive Payments only to COUNTY, and that SERVICE PROVIDER has not reassigned any portion of SERVICE PROVIDER’s EHR Incentive Payments to any employer, person, or entity other than COUNTY. Regardless of whether SERVICE PROVIDER is associated with other practices unrelated to COUNTY, SERVICE PROVIDER shall select COUNTY’s Taxpayer Identification Number (“TIN”) to receive any applicable EHR Incentive Payments.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

____________________________________  __________________________
SERVICE PROVIDER                              Date

____________________________________  __________________________
Scott Kennelly, Interim Director              Date
Butte County Department of Behavioral Health