

**AGREEMENT BETWEEN COUNTY OF LAKE AND LOCUM
TENENS.COM, LLC FOR TELEPSYCHIATRY SERVICES
FOR FISCAL YEAR 2019-20**

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County”, and Locum Tenens.com, LLC., hereinafter referred to as “Contractor”, collectively referred to as the “parties”.

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, LocumTenens.com shall provide to County healthcare staffing services in the form of candidates qualified to provide telepsychiatry assessment and care, (hereinafter, “Candidates”) as more particularly described in in the “**Scope of Services**” attached hereto and incorporated herein as **Exhibit A** at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C/D**, the Agreement shall prevail.

2. **TERM.** **This Agreement shall commence on July 1, 2019, and shall terminate on June 30, 2020, unless earlier terminated as hereinafter provided.** In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in **Exhibit A**, titled, “**Scope of Services**”. **Compensation to Contractor shall not exceed Three Hundred Thirty Thousand Dollars (\$330,000).**

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in **Exhibit B**, titled “**Fiscal Provisions**” attached hereto and incorporated herein, provided that Contractor is not in default under any provisions of this agreement.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

4.1 In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

4.2 Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination. The prorated amount shall include:

- a. All amounts owed hereunder for locum tenens coverage provided through the effective date of the termination plus;
- b. The full amount payable and due for any uncompleted portion of the then existing locum tenens periods up to a maximum of thirty calendar days for each such period.
- c. Any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which County would have been required to pay or

reimburse Contractor for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by the Lake County Behavioral Health Services Administrator.

6. **NOTICES.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

County of Lake	LocumTenens.com
Lake County Behavioral Health Services	2575 Northwinds Parkway
PO Box 1024	Alpharetta, GA 30009
6302 Thirteenth Avenue	Attn: Jeremy Alexander
Lucerne, CA 95458-1024	Associate Vice President of Psychiatry
Attn: Todd Metcalf, B. S.	
Behavioral Health Services Administrator	

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A - Scope of Services – Responsibilities of Contractor
Exhibit B - Obligations of County
Exhibit C - Compliance Provisions – Candidate Qualifications
Exhibit D – Additional Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants and agrees that it shall comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B, and Exhibit C**, titled, “**Compliance Provisions**”, attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

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EXHIBIT A – SCOPE OF SERVICES - CONTRACTOR’S RESPONSIBILITIES

A.1 Contractor shall assist the County in securing qualified candidates to perform telepsychiatry services for clients of the Lake County Behavioral Department as requested by the County.

A.2 Contractor shall source, screen, and present potential Candidates as appropriate, using best efforts to present Candidates acceptable to the County. Contractor shall verify or assist in obtaining candidate licensure.

A.3 Contractor shall reimburse any Candidate(s) selected by County for Candidate’s fees and costs associated with the Candidate’s provision of services as described herein.

A.4 Insurance Coverage for Candidate. Contractor shall provide comprehensive malpractice insurance coverage for any and all Candidates referred by Contractor and selected by County.

A.5 Contractor shall ensure that all Candidates referred to County are able to comply with the provisions described in Exhibit C, attached hereto and incorporated herein by reference.

A.6 Should Contractor be made aware of any reportable breach of state and/or federal law by a Candidate selected by County, Contractor must notify County within 24 hours of a suspected breach incident by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer, and fulfill the mandated reporting requirements. Contractor will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

A.7 Upon termination of the Agreement all Protected Health Information provided by Lake County Behavioral Health Services to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

A.8 Reporting. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.

A.9 Record Retention. Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of ten (10) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

A.10 Clinical records of each client served at the Facility shall be the property of County and shall be kept at least ten (10) years following discharge. Clinical records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18)

years or ten (10) years past the last date of treatment, whichever is longer. Records of minors who have been treated by a licensed psychologist must be retained until minor has reached age 18.

A.11 All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code (W&I), and Title 45, and CFR, section 205.50 for Medi-Cal-eligible patients). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement. Clinical records shall contain sufficient detail to make possible an evaluation by County's Behavioral Health Administrator or designee, or DHCS and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967 (MHSA), as amended.

A.12 Invoices. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

A.13 Contractor's invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County. Contractor shall bill County on or before the tenth (10th) working day of the month following the month in which specialty services were provided.

A.14 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

A.15 Contractor will work with County to develop a back-up plan with Lake County Behavioral Health Services in the event of unforeseen technical difficulties or inclement weather and to provide temporary service coverage if the selected Candidate is unavailable.

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EXHIBIT B - COUNTY OBLIGATIONS

B.1 Payment of Invoices. County shall make payment within 20 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

County shall not be obligated to pay Contractor for services provided which are the subject of any bill if Contractor submits such bill to County more than ninety days (90) after the date Contractor provides the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

B.2 Billing Dispute. Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

B.3 Payment Terms. County shall reimburse Contractor for services provided per the schedule below:

A. TELEPSYCHIATRY FEES:

Psychiatrist:	\$ 260/hour
Overtime worked over 40 hours	\$ 390/hour

B. ON-SITE VISITATION FEES:

County of Lake is responsible for reimbursement to LocumTenens.com for travel time associated with on-site visitations:

C. FEES AND EXPENSES

Psychiatrist:	\$260/hour
Technology fee	\$ 50/day

B.4 Other Payment Terms.

Upon County's acceptance of a candidate, County agrees to pay Contractor a deposit in the amount specified in Payment Terms. Upon receipt of written request, County may apply the remaining balance of a deposit paid for a particular candidate against payment of the last two (2) invoices for County's account relating to that candidate. In addition, provided that all amounts owed to Contractor are paid in full, upon written request made within one year of

EXHIBIT C – CANDIDATE COMPLIANCE PROVISIONS

Contractor agrees to only refer Candidates who meet and/or shall comply with the following criteria:

C.1 Candidate shall comply with all applicable Medi-Cal laws, regulations, including 1915(b) Waiver and any Special Terms and Conditions.

C.2 Candidate shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

C.3 Candidate shall comply with all applicable Federal, State and local laws, ordinances and codes which relate to the services to be provided pursuant to this Agreement, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule.

C.4 Candidate shall protect Client's rights pursuant to California law and regulation, including but not limited to Welfare and Institutions Code 5325, Title 9, CCR, Sections 860 through 868 and Title 42, CFR, Section 438.100(b)(1) and, (b)(2). Included in these rights is the right of beneficiaries to participate in decisions regarding his or her health care, including the right to refuse potential treatment services.

C.5. Candidate shall agree to extend to County or its designee, the right to review and monitor all records, programs or procedures, at any time in regards to clients. All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of \$0.25 cents per page.

C.6 Candidate shall provide Medication Evaluation/Medication Follow-up for any Lake County Medi-Cal Clients scheduled for such appointment. Medication Evaluation appointments shall take one to one and half (1-1.5) hours for a child/youth and one (1) hour for an adult. Medication follow-up appointments shall take 30 minutes for either child /youth or adult.

C.7 Candidate shall enter progress notes remotely in LCBHS's electronic health record.

C.8 Candidate shall send prescriptions or prescription refills to clients local pharmacy by fax or e-prescription. All refills will be managed within 48 hours or less.

C.9 Candidate shall provide on-site visit for the purpose of providing direct patient care services, and/or consulting or training qualified health care professionals, as mutually agreed upon by the parties.

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EXHIBIT D – ADDITIONAL PROVISIONS

D.1 Non-Discrimination. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

D.2 Indemnification and Hold Harmless. Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the Contractor's work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

D.3 Standard of Care. Contractor represents that it is specially trained, licensed, experienced and competent to perform all its services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

D.4 Interest of Contractor. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

D.5 Due Performance – Default. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

D.6 Insurance. In addition to its obligation to provide insurance coverage for any Candidate selected under this Agreement as described in Exhibit A herein:

- A. Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

- B. Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent.
- C. Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.
- D. Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).
- E. Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor shall provide County certificates of insurance within 30 days of date of execution of the Agreement. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.
- F. In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.
- G. For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- H. The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

- I. Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

- J. Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

D.7 Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

D.8 Assignment. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

D.9 Independent Contractor. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor and candidates are independent contractors and is not an employee, agent or servant of County. Contractor and candidates are not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

D.10 Ownership of Documents. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly

turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

D.11 Severability. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

D.12 Adherence to Applicable Disability Law. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

D.13 HIPAA Compliance. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

D.14 Safety Responsibilities. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

D.15 Jurisdiction and Venue. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

D.16 Residency. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

D.16 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

D.17 Unusual Occurrence Reporting. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

D.18 Oversight. Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable federal

and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385.

D.19 Non-Appropriation. In the event County is unable to obtain funding at the end of each fiscal year for specialty mental health services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

D.20 Subsequent Placement, Recruitment or Other Usage of a Candidate. Following the completion of 90 days of coverage by one particular candidate, County will have the opportunity to enter into a direct relationship with that candidate.

- A. If the candidate provides in-person medical services and is hired for a permanent position, the recruitment fee is equal to a) 25% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the candidate or b) 25% of the actual salary, including incentive or other bonus, paid to the candidate for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of a) or b) is greater. The amount determined under clause a) shall be payable as provided under Section 5.5, and any additional amount required to be paid under clause b) will be paid promptly after the determination thereof.
- B. If the candidate provides remote, telemedicine services and is hired for permanent position, the recruitment fee is equal to x) 50% of the annual salary for the first year of employment, including incentive or other bonus, offered to and accepted by the candidate or y) 50% of the actual salary, including incentive or other bonus, paid to the candidate for the first year of employment (or part thereof, if a full year of employment is not completed), whichever of x) and y) is greater. The amount determined under clause x) shall be payable as provided under Section 5.5, and any additional amount required to be paid under clause y) will be paid promptly after the determination thereof. The recruitment fee amounts apply without regard to the specialty of the candidate.
- C. The above recruitment fees are payable for any candidate introduced to County by Contractor who: 1) accepts a position with County within two (2) years of the date the candidate was introduced or presented, or if the candidate worked, two (2) years from the last day the candidate provided services to County.
- D. If the candidate engages in locum tenens coverage or provides services for County, except through LocumTenens.com within two (2) years of the date the candidate was introduced or presented, or if the candidate worked, two (2) years from the last day the candidate last provided services to County, then the recruitment fee is equal to 25% of the national average annual salary for the candidates specialty, excluding

incentive or other bonus, as printed by Medical Group Management Association (MGMA) for the then –current calendar year. The recruitment fee is owed without regard to the specialty of the candidate.

- E. The recruitment fees above are due on the first day the candidate performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligation will remain in full effect regardless of the date of determination or cancellation or coverage or cancellation of this Client Agreement and whether or not either party is in breach of any term of this client Agreement. In addition, should County elect to interview a candidate introduced to County by LocumTenens.com for a permanent position, you agree to pay expense related to that interview.