

MASTER AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of May, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and individually, each provider listed in Exhibit A, attached to this Agreement and by this reference incorporated herein, collectively hereinafter referred to as "CONTRACTORS" and such additional Contractors as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH:

WHEREAS, COUNTY through its Department of Behavioral Health (DBH) has a need for licensed psychiatrists in order to provide psychiatric services to patients/clients, as well as additional services as stated herein, and

WHEREAS, CONTRACTORS are able and willing to source, screen, present, and coordinate certain logistics for locum tenens psychiatrists needed by COUNTY.

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

1. OBLIGATIONS OF THE CONTRACTORS

CONTRACTORS agree to provide the services described in this Agreement as well as those services listed in Exhibit G, attached hereto and incorporated by reference herein.

A. Prior to arranging for locum tenens psychiatrist(s) to provide psychiatric services, CONTRACTORS shall, for all locum tenens psychiatrists presented by CONTRACTOR, use commercially reasonable efforts to present credentials, screen the candidates, complete background checks, obtain curriculum vitae, and obtain reasonable evidence of licensure of locum tenens providers and provide such information to COUNTY. CONTRACTORS agree to use commercially reasonable efforts to present locum tenens psychiatrist(s) who, to the best of CONTRACTOR's knowledge, are licensed to practice in the State of California, specializing in Adult psychiatry, and who are not debarred, excluded or suspended by any local, State or Federal regulatory agency from practicing. COUNTY'S Director, Department of Behavioral Health or designee shall determine if such presented locum tenens psychiatrists are acceptable.

1 B. When requested by COUNTY, CONTRACTORS shall present
2 locum tenens psychiatrists who shall be required to perform medication review and new client
3 assessments for inpatient and outpatient programs within the DBH during mutually agreed upon hours.
4 In addition to services provided by locum tenens psychiatrists during the hours of 8:00am to 5:00pm
5 Monday through Sunday (forty hours maximum), CONTRACTORS may also arrange for locum
6 tenens psychiatrists to provide services on an overtime basis, to cover on-call duty and other
7 extraordinary hours of service deemed necessary by COUNTY'S Director, Department of Behavioral
8 Health or designee. COUNTY shall compensate CONTRACTORS for such services pursuant to
9 Section 5 of this Agreement.

10 C. COUNTY reserves the right to reject any psychiatrist referred by
11 CONTRACTORS. If COUNTY'S Director, Department of Behavioral Health or designee, is not
12 satisfied with any psychiatrist whose services are arranged by CONTRACTORS, COUNTY'S
13 Director, Department of Behavioral Health or designee reserves the right to request the locum tenens
14 psychiatrist(s)' removal within seven (7) days of the initial placement. CONTRACTORS agree that
15 they will make their best effort to present COUNTY with a replacement locum tenens psychiatrist(s)
16 within twenty (20) days of removal of the original locum tenens psychiatrist. Both COUNTY and
17 CONTRACTORS will not remove psychiatrist(s) from assignments for illegal reasons, including but
18 not limited to discrimination based on race or gender. COUNTY will reimburse CONTRACTORS for
19 actual services provided by a locum tenens psychiatrist through the date of his/her removal pursuant to
20 Section 5 of this Agreement.

21 D. CONTRACTORS agree to provide and pay for the following:
22 1. Compensation for the psychiatrist(s) directly.
23 2. Arrangement of transportation for the psychiatrist(s) within the
24 community.
25 3. Arrangement of reasonable living accommodations for the psychiatrist(s)
26 outside of the COUNTY work facility.
27 4. Arrangement of one-time round-trip transportation for the psychiatrist(s)
28 to the COUNTY of Fresno.

1
2 E. CONTRACTORS approve COUNTY to retain income generated by services
3 provided by locum tenens psychiatrists pursuant to this Agreement. COUNTY will bill Medi-Cal, or
4 any other third-party source, for services provided by locum tenens psychiatrists to DBH clients. Such
5 revenues generated through patient services billing shall be retained by the COUNTY.

6 F. COUNTY does not guarantee any minimum number of psychiatrists that will be
7 requested through CONTRACTORS in any twelve (12) month period. Requests for services will
8 solely be based on COUNTY'S need.

9 G. CONTRACTORS agree that the services of locum tenens psychiatrists to the
10 COUNTY are on an as-needed basis. COUNTY shall notify CONTRACTORS via email when the
11 COUNTY desires to release a locum tenens psychiatrist due to services not being needed or for any
12 other reason. This notification shall be thirty (30) days in advance of the release date unless such
13 notification is waived by the CONTRACTORS.

14 **2. OBLIGATIONS OF THE COUNTY**

15 A. COUNTY shall provide a reasonable office space, including a computer and
16 telephone to each psychiatrist to enable the locum tenens psychiatrists to provide psychiatric services.

17 B. COUNTY shall provide clerical staff to schedule appointments for the locum
18 tenens psychiatrist(s).

19 C. COUNTY is only obligated to make payment to CONTRACTORS when the
20 locum tenens psychiatrist actually works at any designated DBH facility. DBH shall reimburse
21 CONTRACTORS for actual hours worked by the locum tenens psychiatrist at the agreed upon rate
22 listed by CONTRACTOR in Exhibit B.

23 D. In order to fill any psychiatrists vacancy based on urgency of COUNTY'S need,
24 psychiatrist availability, and other factors advantageous to the COUNTY (such factors including, but
25 no limited to, cost), COUNTY solely reserves the right to select a locum tenens psychiatrist from any
26 CONTRACTORS listed in Exhibit A, attached hereto.

27 E. COUNTY will bill Medi-Cal, or other third-party source, for services provided
28 by locum tenens psychiatrists to DBH clients.

1 **3. TERM**

2 This agreement shall become effective upon execution through and including the 30th
3 day of June, 2021. This Agreement may be extended for two (2) additional consecutive twelve (12)
4 month periods upon written approval of COUNTY and CONTRACTORS no later than thirty (30)
5 days prior to the first day of the next twelve (12) month extension period. The DBH Director or her or
6 her designee is authorized to execute such written approval on behalf of COUNTY based on
7 CONTRACTORS' satisfactory performance.

8 **4. TERMINATION**

9 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
10 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
11 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
12 terminated at any time by giving the CONTRACTORS thirty (30) days advance written notice.

13 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
14 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 15 1) An illegal or improper use of funds;
- 16 2) A failure to comply with any term of this Agreement;
- 17 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 18 4) Improperly performed service by CONTRACTORS.

19 In no event shall any payment by the COUNTY constitute a waiver by the
20 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
21 CONTRACTORS. Neither shall such payment impair or prejudice any remedy available to the
22 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the
23 CONTRACTORS the repayment to the COUNTY of any funds disbursed to the CONTRACTORS
24 under this Agreement, which in the judgment of the COUNTY were not expended in accordance with
25 the terms of this Agreement. The CONTRACTORS shall promptly refund any such funds upon
26 demand or, at the COUNTY's option, such repayment shall be deducted from future payments owing
27 to CONTRACTORS under this Agreement.

1 C. Without Cause - Under circumstances other than those set forth above, this
2 Agreement may be terminated by CONTRACTORS or COUNTY upon the giving of thirty (30) days
3 advance written notice of an intention to terminate.

4 **5. COMPENSATION**

5 COUNTY agrees to pay CONTRACTORS and CONTRACTORS agree to
6 receive compensation in accordance with the rates set forth within CONTRACTORS' respective Rate
7 Sheet, attached hereto as Exhibit B and incorporated herein by this reference. The daily all inclusive
8 rate shall be prorated on a Fifteen (15) minute basis in the event the locum tenens psychiatrist does not
9 provide the full eight hours of service each day to the Department. In addition, overtime, on-call duty,
10 and mutually agreed upon extraordinary hourly rates indicated within each CONTRACTORS'
11 respective Rate Sheet shall also be prorated on a Fifteen (15) minute basis in the event the psychiatrist
12 does not provide full hours of service. COUNTY shall only pay for actual hours worked by referred
13 psychiatrists. COUNTY shall not pay CONTRACTORS when their locum tenens psychiatrist(s) takes
14 time off for vacation, sick leave, or in the event the locum tenens psychiatrist(s) works during any
15 unauthorized time. Further, in the event that the locum tenens psychiatrist(s) leaves incomplete
16 documentation, COUNTY may withhold signature on the locum tenens psychiatrist's time sheet until
17 such documentation is completed, provided that COUNTY has trained the locum tenens psychiatrist
18 on COUNTY's medical records system, COUNTY has provided locum tenens psychiatrist with ample
19 time during each shift to complete necessary documentation, and COUNTY provides CONTRACTOR
20 with at least two weeks' written notice of such incomplete documentation and COUNTY'S intent to
21 withhold signature, COUNTY shall inform CONTRACTOR a reasonable time prior to the end of the
22 locum tenens psychiatrist's assignment of any incomplete patient charts so that CONTRACTOR has
23 the opportunity to resolve the issue prior to the locum tenens psychiatrist's departure.

24 COUNTY agrees that the rates for individual locum tenens psychiatrist may be renegotiated
25 with the CONTRACTOR at any given time for each twelve (12) month term of the Agreement. These
26 rates shall be mutually agreed upon between the COUNTY and the CONTRACTORS in writing, and
27 such written agreement shall immediately become part of this Agreement, replacing Exhibit B for such
28 CONTRACTOR. The COUNTY or Director, Department of Behavioral health shall approve such

1 changes to rates based on CONTRACTORS written request and justification. Any such renegotiated
2 rates shall not exceed the contract maximums expressed below.

3 For the period of January 1, 2018, through June 30, 2018, the maximum compensation
4 under the terms of this Agreement for all CONTRACTORS total shall not exceed Two Million, Five
5 Hundred Thousand and No/100 Dollars (\$2,500,000.00).

6 The maximum amount for the period of July 1, 2018 through June 30, 2019 shall not
7 exceed Seven Million and No/100 Dollars (\$7,000,000.00).

8 The maximum amount for the period of July 1, 2019 through June 30, 2020 shall not
9 exceed Seven Million and No/100 Dollars (\$7,000,000.00).

10 The maximum amount for the period of July 1, 2020 through June 30, 2021 shall not
11 exceed Seven Million and No/100 Dollars (\$7,000,000.00).

12 The maximum amount for the period of July 1, 2021 through June 30, 2022 shall not
13 exceed Seven Million and No/100 Dollars (\$7,000,000.00).

14 The maximum amount for the period of July 1, 2022 through June 30, 2023 shall not
15 exceed Seven Million and No/100 Dollars (\$7,000,000.00).

16 In no event shall the maximum contract amount for the services provided by the
17 CONTRACTOR to COUNTY under the terms and conditions of this Agreement be in excess of Thirty-
18 Seven Million, Five Hundred Thousand and No/100 Dollars (\$37,500,000.00) during the total term of
19 the Agreement.

20 It is understood that all expenses incidental to CONTRACTORS' performance of
21 services under this Agreement shall be borne by CONTRACTOR. Payments by COUNTY shall be in
22 arrears, for services provided during the preceding month, within forty-five (45) days after receipt and
23 verification of CONTRACTORS invoices by COUNTY. If CONTRACTORS should fail to comply
24 with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
25 compensation.

26 COUNTY agrees to pay and CONTRACTOR agrees to accept the compensation for a
27 successful Psychiatrist placement at rates specified within each CONTRACTOR(S) rate sheet, Exhibit
28 B. COUNTY agrees to pay CONTRACTOR for a Psychiatrist who is referred by CONTRACTOR

1 and is hired and placed as a permanent staff psychiatrist by the COUNTY.

2 **6. INVOICING**

3 For all services provided under this Agreement, CONTRACTORS shall invoice
4 COUNTY on a monthly basis, for the prior month's expenses, addressed to: Fresno County
5 Department of Behavioral Health, Accounts Payable, P.O. Box 45003, Fresno, CA 93718, Attention:
6 Business Office or CONTRACTORS may submit invoicing electronically to DBH-
7 Invoices@co.fresno.ca.us . Invoice shall include dates and hours services were provided and shall be
8 accompanied by a signed timecard from the psychiatrist showing dates and hours worked and is
9 verified and signed off by the DBH's Medical Director.

10 **7. INDEPENDENT CONTRACTOR**

11 In performance of the work, duties, and obligations assumed by CONTRACTORS under
12 this Agreement, it is mutually understood and agreed that CONTRACTORS including any and all of
13 CONTRACTORS' officers, agents, and employees will at all times be acting and performing as
14 independent contractors, and shall act in an independent capacity and not as an officer, agent, servant,
15 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have
16 no right to control or supervise or direct the manner or method by which CONTRACTORS shall
17 perform their work and function. However, COUNTY shall retain the right to administer this
18 Agreement so as to verify that CONTRACTORS are performing their obligations in accordance with
19 the terms and conditions thereof. CONTRACTORS and COUNTY shall comply with all applicable
20 provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction
21 over matters which are directly or indirectly the subject of this Agreement.

22 Because of their status as independent contractors, CONTRACTORS shall have
23 absolutely no right to employment rights and benefits available to COUNTY employees.
24 CONTRACTORS shall be solely liable and responsible for providing to, or on behalf of, their
25 employees all legally-required employee benefits. In addition, CONTRACTORS shall be solely
26 responsible and save COUNTY harmless from all matters relating to payment of CONTRACTORS
27 employees, including compliance with Social Security, withholding, and all other regulations
28 governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTORS

1 may be providing services to others unrelated to the COUNTY or to this Agreement.

2 **8. MODIFICATION**

3 A. Any matters of this Agreement may be modified from time to time by the written
4 consent of COUNTY and CONTRACTORS without, in any way, affecting the remainder.

5 B. Notwithstanding the above, changes to the providers listed in Exhibit A may be
6 made in accordance with Paragraph Sixteen (16) of this Agreement.

7 C. In addition, changes to the rates identified in each CONTRACTOR'S respective
8 Exhibit B ("Rates") may be made in accordance with Paragraph Five (5) of this Agreement. The rate
9 changes shall not result in any changes to the maximum compensation amount payable to
10 CONTRACTORS.

11 **9. NON-ASSIGNMENT**

12 No party shall assign, transfer or subcontract this Agreement nor their rights or duties
13 under this Agreement without the prior written consent of the other party.

14 **10. HOLD-HARMLESS**

15 CONTRACTORS agree to indemnify, save, hold harmless, and at COUNTY's request,
16 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
17 including attorney's fees and court costs, damages, liabilities, claims and losses occurring or resulting
18 to COUNTY arising from the performance, or failure to perform, of CONTRACTORS, their officers,
19 agents or employees under this Agreement, and from any and all costs and expenses, including
20 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
21 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
22 of CONTRACTORS, their officers, agents or employees under this Agreement. In addition,
23 CONTRACTORS agree to indemnify COUNTY for Federal, State of California and/or local audit
24 exceptions resulting from CONTRACTORS' OWN noncompliance herein.

25 **11. INSURANCE**

26 Without limiting the COUNTY's right to obtain indemnification from CONTRACTORS
27 or any third parties, each CONTRACTOR, at its sole expense, shall maintain in full force and effect
28 the following insurance policies throughout the term of this Agreement:

1 concerned. Such coverage for additional insured shall apply as primary insurance and any other
2 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be
3 excess only and not contributing with insurance provided under the CONTRACTORS' policies herein.
4 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
5 written notice given to COUNTY.

6 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
7 employees any amounts paid by the policy of worker's compensation insurance required by this
8 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may
9 be necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation
10 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

11 Within thirty (30) days from the date CONTRACTORS sign this Agreement,
12 CONTRACTORS shall provide certificates of insurance and endorsements as stated above for all of
13 the foregoing policies, as required herein, to the County of Fresno, 4441 E. Kings Canyon, Fresno,
14 California, 93702, Attention: Contracts Section, stating that such insurance coverage's have been
15 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
16 responsible for any premiums on the policies; that for such worker's compensation insurance the
17 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and
18 employees any amounts paid under the insurance policy and that waiver does not invalidate the
19 insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
20 officers, agents and employees, individually and collectively, as additional insured, but only insofar as
21 the operations under this Agreement are concerned; that such coverage for additional insured shall
22 apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY,
23 its officers, agents and employees, shall be excess only and not contributing with insurance provided
24 under the CONTRACTORS' policies herein; and that this insurance shall not be cancelled or changed
25 without a minimum of thirty (30) days advance, written notice given to COUNTY.

26 In the event CONTRACTORS fail to keep in effect at all times insurance coverage as
27 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
28 this Agreement upon the occurrence of such event.

1 All policies shall be with admitted insurers licensed to do business in the State of
2 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
3 of A FSC VII or better.

4 **12. CONFIDENTIALITY**

5 All services performed by CONTRACTORS under this Agreement shall be in strict
6 conformance with all applicable Federal, State of California and/or local laws and regulations relating
7 to confidentiality.

8 **13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

9 A. The parties to this Agreement shall be in strict conformance with all applicable
10 Federal and State of California laws and regulations, which may include but shall not be limited to
11 Sections 5328, 10850, and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and
12 431.300 *et seq.* of Title 42, Code of Federal Regulations (CFR), Section 56 *et seq.* of the California
13 Civil Code, and the Health Insurance Portability and Accountability Act (HIPAA), including but not
14 limited to Section 1320 D *et seq.* of Title 42, United States Code (USC) and its implementing
15 regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health
16 Information Technology for Economic and Clinical Health Act (HITECH) regarding the
17 confidentiality and security of patient information, and the Genetic Information Nondiscrimination
18 Act (GINA) of 2008 regarding the confidentiality of genetic information.

19 Except as otherwise provided in this Agreement, CONTRACTOR, if determined
20 by the parties to be a Business Associate of COUNTY, may use or disclose Protected Health
21 Information (PHI) to perform functions, activities or services for or on behalf of COUNTY, as
22 specified in this Agreement, provided that such use or disclosure shall not violate the Health Insurance
23 Portability and Accountability Act (HIPAA), USC 1320d *et seq.* The uses and disclosures of PHI may
24 not be more expansive than those applicable to COUNTY, as the "Covered Entity" under the HIPAA
25 Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for management, administrative or legal
26 responsibilities of the Business Associate.

27 B. CONTRACTOR, including its subcontractors and employees, shall protect, from
28 unauthorized access, use, or disclosure of names and other identifying information, including genetic

1 information, concerning persons receiving services pursuant to this Agreement, except where
2 permitted in order to carry out data aggregation purposes for health care operations [45 CFR Sections
3 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons
4 receiving services pursuant to a COUNTY funded program. This requirement applies to electronic
5 PHI. CONTRACTOR shall not use such identifying information or genetic information for any
6 purpose other than carrying out CONTRACTOR's obligations under this Agreement.

7 C. CONTRACTOR, including its subcontractors and employees, shall not disclose
8 any such identifying information or genetic information to any person or entity, except as otherwise
9 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law,
10 required by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI
11 that is permitted by this Agreement or authorized by law, CONTRACTOR shall make reasonable
12 efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or
13 request.

14 D. For purposes of the above sections, identifying information shall include, but not
15 be limited to name, identifying number, symbol, or other identifying particular assigned to the
16 individual, such as finger or voice print, or photograph.

17 E. For purposes of the above sections, genetic information shall include genetic
18 tests of family members of an individual or individual, manifestation of disease or disorder of family
19 members of an individual, or any request for or receipt of, genetic services by individual or family
20 members. Family member means a dependent or any person who is first, second, third, or fourth
21 degree relative.

22 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the
23 time and manner designated by COUNTY, to PHI in CONTRACTOR's possession in a designated
24 record set (as defined in 45 CFR Section 164.501), to an individual or to COUNTY in order to meet
25 the requirements of 45 CFR Section 164.524 regarding access by individuals to their PHI. With
26 respect to individual requests, access shall be provided within thirty (30) days from request. Access
27 may be extended if CONTRACTOR cannot provide access and provides individual with the reasons
28 for the delay and the date when access may be granted. PHI shall be provided in the form and format

1 requested by the individual or COUNTY.

2 CONTRACTOR shall make any amendment(s) to PHI in a designated record set
3 in CONTRACTOR's possession at the request of COUNTY or individual, and in the time and manner
4 designated by COUNTY in accordance with 45 CFR Section 164.526.

5 CONTRACTOR shall provide to COUNTY or to an individual, in a time and
6 manner designated by COUNTY, information collected in accordance with 45 CFR Section 164.528,
7 to permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI
8 in accordance with 45 CFR Section 164.528.

9 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or
10 reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident,
11 or breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately
12 and without reasonable delay and in no case later than two (2) business days of discovery. Immediate
13 notification shall be made to COUNTY's Information Security Officer and Privacy Officer and
14 COUNTY's DPH HIPAA Representative, within two (2) business days of discovery. The notification
15 shall include, to the extent possible, the identification of each individual whose unsecured PHI has
16 been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached.
17 CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining
18 to such unauthorized disclosure required by applicable Federal and State Laws and regulations.
19 CONTRACTOR shall investigate such breach and is responsible for all notifications required by law
20 and regulation or deemed necessary by COUNTY and shall provide a written report of the
21 investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer
22 and COUNTY's DPH HIPAA Representative. This written investigation and description of any
23 reporting necessary shall be postmarked within the thirty (30) working days of the discovery of the
24 breach to the addresses below:

25 County of Fresno
26 Dept. of Public Health
27 HIPAA Representative
28 (559) 600-6439
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
P.O. Box 11867
Fresno, CA 93775

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
2048 N. Fine Street
Fresno, CA 93727

1 H. CONTRACTOR shall make its internal practices, books, and records relating to
2 the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR
3 on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the
4 requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its
5 internal practices, books, and records relating to the use and disclosure of PHI received from
6 COUNTY, or created or received by the CONTRACTOR on behalf of COUNTY, available to the
7 United States Department of Health and Human Services (Secretary) upon demand.

8 CONTRACTOR shall cooperate with the compliance and investigation reviews
9 conducted by the Secretary. PHI access to the Secretary must be provided during the
10 CONTRACTOR's normal business hours, however, upon exigent circumstances access at any time
11 must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to
12 CONTRACTOR and in possession of a Subcontractor, it must certify efforts to obtain the information
13 to the Secretary.

14 I. Safeguards

15 CONTRACTOR shall implement administrative, physical, and technical
16 safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and
17 appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI,
18 that it creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized
19 access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement.
20 CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and
21 vulnerabilities to the confidential, integrity and availability of electronic PHI. CONTRACTOR shall
22 develop and maintain a written information privacy and security program that includes administrative,
23 technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's
24 operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR shall
25 provide COUNTY with information concerning such safeguards.

26 CONTRACTOR shall implement strong access controls and other security
27 safeguards and precautions in order to restrict logical and physical access to confidential, personal
28 (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include

1 the following administrative and technical password controls for all systems used to process or store
2 confidential, personal, or sensitive data:

3 1. Passwords must not be:

4 a. Shared or written down where they are accessible or recognizable
5 by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

6 b. A dictionary word; or

7 c. Stored in clear text

8 2. Passwords must be:

9 a. Eight (8) characters or more in length;

10 b. Changed every ninety (90) days;

11 c. Changed immediately if revealed or compromised; and

12 d. Composed of characters from at least three (3) of the following

13 four (4) groups from the standard keyboard:

14 1) Upper case letters (A-Z);

15 2) Lowercase letters (a-z);

16 3) Arabic numerals (0 through 9); and

17 4) Non-alphanumeric characters (punctuation symbols).

18 CONTRACTOR shall implement the following security controls on each
19 workstation or portable computing device (e.g., laptop computer) containing confidential,
20 personal, or sensitive data:

21 1. Network-based firewall and/or personal firewall;

22 2. Continuously updated anti-virus software; and

23 3. Patch management process including installation of all operating
24 system/software vendor security patches.

25 CONTRACTOR shall utilize a commercial encryption solution that has received
26 FIPS 140-2 validation to encrypt all PHI stored on portable electronic media (including, but not
27 limited to, compact disks and thumb drives) and on portable computing devices (including, but not
28 limited to, laptop and notebook computers).

1 CONTRACTOR shall not transmit PHI via e-mail or other internet transport
2 protocol unless the data is encrypted by a solution that has been validated by the National Institute of
3 Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES)
4 Algorithm. CONTRACTOR must apply appropriate sanctions against its employees who fail to comply with
5 these safeguards. CONTRACTOR must adopt procedures for terminating access to PHI when employment of
6 employee ends.

7 J. Mitigation of Harmful Effects

8 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that
9 is suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or
10 breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these
11 provisions. CONTRACTOR must document suspected or known harmful effects and the outcome.

12 K. CONTRACTOR's Subcontractors

13 CONTRACTOR shall require that any of its contractors, including
14 subcontractors, if applicable, to whom CONTRACTOR provides PHI received from or created or
15 received by CONTRACTOR on behalf of COUNTY, agree to the same restrictions, safeguards, and
16 conditions that apply to CONTRACTOR with respect to such PHI and to incorporate, when
17 applicable, the relevant provisions of these provisions into each subcontract or sub-award to such
18 agents or subcontractors..

19 L. Employee Training and Discipline

20 CONTRACTOR shall train and use reasonable measures to ensure compliance
21 with the requirements of these provisions by employees who assist in the performance of functions or
22 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
23 employees who intentionally violate any provisions of these provisions, including termination of
24 employment.

25 M. Termination for Cause

26 Upon COUNTY's knowledge of a material breach of these provisions by
27 CONTRACTOR, COUNTY shall either:

- 28 1. Provide an opportunity for CONTRACTOR to cure the breach or end the

1 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the
2 violation within the time specified by COUNTY; or

3 2. Immediately terminate this Agreement if CONTRACTOR has breached a
4 material term of these provisions and cure is not possible.

5 3. If neither cure nor termination is feasible, the COUNTY's Privacy
6 Officer shall report the violation to the Secretary of the U.S. Department of Health and Human
7 Services.

8 N. Judicial or Administrative Proceedings

9 COUNTY may terminate this Agreement in accordance with the terms and
10 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a
11 criminal proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2)
12 a finding or stipulation that the CONTRACTOR has violated a privacy or security standard or
13 requirement of the HITECH Act, HIPAA or other security or privacy laws in an administrative or civil
14 proceeding in which the CONTRACTOR is a party.

15 O. Effect of Termination

16 Upon termination or expiration of this Agreement for any reason,
17 CONTRACTOR shall return or destroy all PHI received from COUNTY (or created or received by
18 CONTRACTOR on behalf of COUNTY) that CONTRACTOR still maintains in any form, and shall
19 retain no copies of such PHI. If return or destruction of PHI is not feasible, it shall continue to extend
20 the protections of these provisions to such information, and limit further use of such PHI to those
21 purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI
22 that is in the possession of subcontractors or agents, if applicable, of CONTRACTOR. If
23 CONTRACTOR destroys the PHI data, a certification of date and time of destruction shall be
24 provided to the COUNTY by CONTRACTOR.

25 P. Disclaimer

26 COUNTY makes no warranty or representation that compliance by
27 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
28 adequate or satisfactory for CONTRACTOR's own purposes or that any information in

1 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be
2 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely
3 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

4 Q. Amendment

5 The parties acknowledge that Federal and State laws relating to electronic data
6 security and privacy are rapidly evolving and that amendment of these provisions may be required to
7 provide for procedures to ensure compliance with such developments. The parties specifically agree
8 to take such action as is necessary to amend this agreement in order to implement the standards and
9 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating
10 to the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days
11 written notice in the event that CONTRACTOR does not enter into an amendment providing
12 assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to
13 satisfy the standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

14 R. No Third-Party Beneficiaries

15 Nothing express or implied in the terms and conditions of these provisions is
16 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
17 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
18 liabilities whatsoever.

19 S. Interpretation

20 The terms and conditions in these provisions shall be interpreted as broadly as
21 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws.
22 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved
23 in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

24 T. Regulatory References

25 A reference in the terms and conditions of these provisions to a section in the
26 HIPAA regulations means the section as in effect or as amended.

27 U. Survival

28 The respective rights and obligations of CONTRACTOR as stated in this Section

1 shall survive the termination or expiration of this Agreement.

2 V. No Waiver of Obligations

3 No change, waiver or discharge of any liability or obligation hereunder on any
4 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation,
5 or shall prohibit enforcement of any obligation on any other occasion.

6 **14. NON-DISCRIMINATION**

7 During the performance of this Agreement CONTRACTORS shall not unlawfully
8 discriminate against any employee or applicant for employment, or recipient of services, because of
9 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status,
10 age or gender, pursuant to all applicable State of California and Federal statutes and regulations.

11 **15. SEPARATE AGREEMENT**

12 It is mutually understood by the parties that this Agreement does not, in any way, create
13 a joint venture among the individual CONTRACTORS. By execution of the Agreement, the
14 CONTRACTORS understand that a separate Agreement is formed between each individual
15 CONTRACTOR and COUNTY.

16 **16. ADDITIONS/DELETIONS OF CONTRACTORS**

17 COUNTY's DBH Director, or designee, reserves the right at any time during the term of
18 this Agreement to add new CONTRACTORS to those contained in Exhibit A. It is understood any
19 such additions will not affect compensation paid to the other CONTRACTORS, and therefore such
20 additions may be made by COUNTY without notice to or approval of other CONTRACTORS under
21 this Agreement.

22
23 **17. PROHIBITION ON PUBLICITY**

24 None of the funds, materials, property or services provided directly or indirectly under
25 this agreement shall be used for CONTRACTORS' advertising, fundraising, or publicity (i.e.
26 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
27 Notwithstanding the above, publicity of the services about the availability of such specific services
28 when approved in advance by COUNTY's DBH Director or designee and at a cost to be provided in a

1 revised Exhibit B for such items as written/printed materials, the use of media (i.e. radio, television,
2 newspapers) and any other related expenses(s).

3 **18. COMPLIANCE**

4 CONTRACTORS agree to comply with the COUNTY's Contractor Code of Conduct
5 and Ethics and the COUNTY's Compliance Program in accordance with Exhibit C, attached hereto
6 and incorporated herein by reference, to extent applicable to CONTRACTORS' services. Within thirty
7 (30) days of starting work at the Department of Behavioral Health, locum tenens psychiatrists
8 providing services shall be required to certify in writing, that he or she has received, read, understood,
9 and shall abide by the Contractor Code of Conduct and Ethics by completing "Contractor
10 Acknowledgement and Agreement", identified in Exhibit D, attached hereto and by this reference
11 incorporated herein. CONTRACTORS understand that the promotion of and adherence to the Code of
12 Conduct is an element in evaluating the performance of CONTRACTORS and its employees, agents
13 and subcontractors.

14 Within thirty (30) days of entering into this Agreement, and annually thereafter, all locum
15 tenens psychiatrists providing services under this Agreement shall be required to complete general
16 compliance training as supplied by COUNTY and appropriate employees, agents and subcontractors,
17 if applicable to CONTRACTOR's services, and locum tenens psychiatrists shall be required to
18 complete documentation and billing or billing/reimbursement training. As applicable, new agents and
19 subcontractors, or locum tenens psychiatrists, shall be required to attend the appropriate training
20 within 30 days of starting work at the Department of Behavioral Health. Each individual who is
21 required to attend training shall be required to certify in writing that he or she has received the
22 required training. The certification shall specify the type of training received and the date received.
23 The certification shall be provided to the COUNTY's Compliance Officer at 3147 N. Millbrook,
24 Fresno, CA 93703. CONTRACTORS agree to reimburse COUNTY for the entire cost of any penalty
25 imposed upon COUNTY by the Federal Government as a result of CONTRACTORS' violation of the
26 terms of this Agreement.

27 **19. ASSURANCES**

28 In entering into this Agreement, CONTRACTORS certify that CONTRACTORS are

1 not currently excluded, suspended, debarred, or otherwise ineligible to participate in the Federal
2 Health Care Programs: that it has not been convicted of a criminal offense related to the provision of
3 health care items or services; nor has it been reinstated to participation in the Federal Health Care
4 Programs after a period of exclusion, suspension, debarment, or ineligibility. If COUNTY learns,
5 subsequent to entering into a contract, that CONTRACTORS' or locum tenens psychiatrist whose
6 services are coordinated through CONTRACTOR is ineligible on these grounds, COUNTY will
7 remove CONTRACTORS from responsibility for, or involvement with, COUNTY's business
8 operations related to the Federal Health Care Programs and shall remove such a locum tenens
9 psychiatrist referred by the CONTRACTORS from any position in which CONTRACTORS' salary,
10 or the items or services rendered, ordered or prescribed by CONTRACTORS, if applicable, or such
11 locum tenens psychiatrist may be paid in whole or part, directly or indirectly, by Federal Health Care
12 Programs or otherwise with Federal Funds at least until such time as CONTRACTORS or the locum
13 tenens psychiatrist is are reinstated into participation in the Federal Health Care Programs.

14 A. If COUNTY has notice that a locum tenens psychiatrist whose services are
15 coordinated through CONTRACTOR has been charged with a criminal offense related to any Federal
16 Health Care Program, or is proposed for exclusion during their provision of services to COUNTY,
17 COUNTY may request that CONTRACTORS cease providing services until resolution of the charges
18 or the proposed exclusion.

19 B. CONTRACTORS agree that all potential new employees or subcontractors of
20 the CONTRACTORS who, in each case, are expected to perform professional services under this
21 Agreement, or any locum tenens psychiatrist presented to COUNTY, will be queried as to whether (1)
22 they are now or ever have been excluded, suspended, debarred, or otherwise ineligible to participate in
23 the Federal Health Care Programs; (2) they have been convicted of a criminal offense related to the
24 provision of health care items or services; and or (3) they have been reinstated to participation in the
25 Federal Health Care Programs after a period of exclusion, suspension, debarment, or ineligibility.

26 1. In the event the potential locum tenens psychiatrist, employee or
27 subcontractor informs CONTRACTORS that he or she is excluded, suspended, debarred or otherwise
28 ineligible, or has been convicted of a criminal offense relating to the provision of health care services,

1 and CONTRACTORS hires or engages such potential locum tenens psychiatrist, employee or
2 subcontractor, CONTRACTORS will require that said locum tenens psychiatrist, employee or
3 subcontractor does no work, either directly or indirectly relating to services provided to COUNTY.

4 2. Notwithstanding the above, COUNTY at its discretion may
5 terminate this Agreement in accordance with Section Three (3) of this Agreement, or require
6 reasonable adequate assurance that no excluded, suspended or otherwise ineligible locum tenens
7 psychiatrist, employee or subcontractor of CONTRACTORS will perform work, either directly or
8 indirectly, relating to services provided to COUNTY. Such demand for adequate assurance shall be
9 effective upon a reasonable time frame to be determined by COUNTY to protect the interests of
10 COUNTY consumers.

11 C. CONTRACTORS shall verify to the best of its ability (by asking the applicable
12 employees and subcontractors) that all current employees and existing subcontractors who, in each
13 case, are expected to perform professional services under this Agreement (1) are not currently
14 excluded, suspended, debarred, or otherwise ineligible to participate in the Federal Health Care
15 Programs; (2) have not been convicted of a criminal offense related to the provision of health care
16 items or services; and (3) have not been reinstated to participation in the Federal Health Care Program
17 after a period of exclusion, suspension, debarment, or ineligibility. In the event any existing employee
18 or subcontractor informs CONTRACTORS that he or she is excluded, suspended, debarred or
19 otherwise ineligible to participate in the Federal Health Care Programs, or has been convicted of a
20 criminal offense relating to the provision of health care services, CONTRACTORS will not permit
21 said employee or subcontractor to perform work, either direct or indirect, relating to services provided
22 to COUNTY.

23 D. CONTRACTORS agree to reasonable cooperate with any reasonable requests for
24 information from COUNTY which may be necessary to complete any internal or external audits
25 relating to CONTRACTORS' compliance with the provisions of this Section.

26 E. CONTRACTORS agree to reimburse COUNTY for the entire cost of any
27 penalty imposed upon COUNTY by the Federal Government solely as a result of CONTRACTORS'
28 violation of CONTRACTORS' obligations as described in this Section.

1 **20. CONFLICT OF INTEREST**

2 No officer, agent, or employee of the COUNTY who exercises any function or
3 responsibility for planning and carrying out the services provided under this Agreement shall have any
4 direct or indirect personal financial interest in this Agreement. The CONTRACTORS shall comply
5 with all applicable Federal, State of California, and local conflict of interest laws, statutes, and
6 regulations, which
7 shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or
8 employee of the COUNTY.

9 **21. REFERENCE TO LAWS AND RULES**

10 CONTRACTORS shall maintain in full force and effect and comply with any and all
11 applicable licensing, local zoning, and State of California fire and safety ordinances and regulations.

12 **22. COMPLIANCE WITH STATE REQUIREMENTS**

13 CONTRACTORS recognize that COUNTY operates its Department of Adult Services
14 under an agreement with the State of California Department of Mental Health, and that under said
15 agreement the State imposes certain requirements on the COUNTY and its subcontractors.
16 CONTRACTORS shall adhere to all State of California requirements as applicable to
17 CONTRACTOR's services, which may include, those identified in Exhibit E, attached hereto and by
18 this reference incorporated herein.

19 **23. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

20 This provision is only applicable if the CONTRACTORS are operating as a corporation (a
21 for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTORS
22 changes its status to operate as a corporation.

23 Members of the CONTRACTORS' Board of Directors shall disclose any self-dealing
24 transactions that they are a party to while CONTRACTORS are providing goods or performing services
25 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTORS
26 are a party and in which one or more of its directors has a material financial interest. Members of the
27 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and
28 signing a *Self-Dealing Transaction Disclosure Form* as identified in Exhibit F, attached hereto and by

1 this reference incorporated herein, and submitting it to the COUNTY prior to commencing with the self-
2 dealing transaction or immediately thereafter.

3 **24. AUDITS AND INSPECTIONS**

4 The CONTRACTORS shall at any time during business hours, and as often as the
5 COUNTY may deem necessary, make available to the COUNTY for examination all of their records
6 and data directly related to the matters covered by this Agreement. The CONTRACTORS shall, upon
7 request by the COUNTY, permit the COUNTY to audit and inspect all such records and data
8 necessary to ensure CONTRACTORS' compliance with the terms of this Agreement.

9 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
10 CONTRACTORS shall be subject to the examination and audit of the State Auditor General for a
11 period of three (3) years after final payment under contract (California Government Code section
12 8546.7).

13 **25. SINGLE AUDIT CLAUSE**

14 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars
15 (\$750,000.00) or more in Federal and Federal flow-through monies, CONTRACTOR agrees to
16 conduct an annual audit in accordance with the requirements of the Single Audit Standards as set forth
17 in Office of Management and Budget (OMB) Circular A-133. CONTRACTOR shall submit said
18 audit and management letter to COUNTY. The audit must include a statement of findings or a
19 statement that there were no findings. If there were negative findings, CONTRACTOR must include a
20 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to
21 correct any material non-compliance or weakness found as a result of such audit. Such audit shall be
22 delivered to COUNTY's DBH Business Office, for review within nine (9) months of the end of any
23 fiscal year in which funds were expended and/or received for the program. Failure to perform the
24 requisite audit functions as required by this Agreement may result in COUNTY performing the
25 necessary audit tasks, or at COUNTY's option, contracting with a public accountant to perform said
26 audit, or, may result in the inability of COUNTY to enter into future agreements with
27 CONTRACTOR. All audit costs related to this Agreement are the sole responsibility of
28 CONTRACTOR.

1 B. A single audit report is not applicable if CONTRACTOR's Federal contracts do
2 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000.00) requirement or
3 CONTRACTOR's only funding is through Drug related Medi-Cal. If a single audit is not applicable,
4 a program audit must be performed and a program audit report with management letter shall be
5 submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to CONTRACTOR's
6 solvency. Said audit report shall be delivered to COUNTY's DBH Business Office, for review no
7 later than nine (9) months after the close of the fiscal year in which the funds supplied through this
8 Agreement are expended. Failure to comply with this Act may result in COUNTY performing the
9 necessary audit tasks or contracting with a qualified accountant to perform said audit. All audit costs
10 related to this Agreement are the sole responsibility of CONTRACTOR who agrees to take corrective
11 action to eliminate any material noncompliance or weakness found as a result of such audit. Audit
12 work performed by COUNTY under this paragraph shall be billed to the CONTRACTOR at
13 COUNTY cost, as determined by COUNTY's Auditor-Controller/Treasurer-Tax Collector.

14 C. CONTRACTOR shall make available all records and accounts for inspection by
15 COUNTY, the State of California, if applicable, the Comptroller General of the United States, the
16 Federal Grantor Agency, or any of their duly authorized representatives, at all reasonable times for a
17 period of at least three (3) years following final payment under this Agreement or the closure of all
18 other pending matters, whichever is later.

19 **26. NOTICES**

20 The persons and their addresses having authority to give and receive notices under this
21 Agreement include the following:

22
23
24 COUNTY
25 Director, Fresno County
26 Department of Behavioral Health
27 4441 E. Kings Canyon Road
28 Fresno, CA 93702

CONTRACTORS
 SEE EXHIBIT A

 Any and all notices between the COUNTY and the CONTRACTORS provided for or

1 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when
2 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the
3 United States Mail, postage prepaid, addressed to such party.

4 **27. GOVERNING LAW**

5 Venue for any action arising out of or related to this Agreement shall only be in Fresno
6 County, California.

7 The rights and obligations of the parties and all interpretation and performance of this
8 Agreement shall be governed in all respects by the laws of the State of California.

9 **28. SEVERABILITY**

10 If any non-material term, provision, covenant, or condition of this Agreement is held by
11 a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions
12 shall remain in full force and effect, and shall no way be affected, impaired or invalidated.

13 **29. SUPERSEDE**

14 This Agreement shall supersede in its entirety and render null and void the Agreement
15 between the parties for these same services identified as County Agreement No. 18-112, effective
16 upon execution.

17 **30. ENTIRE AGREEMENT**

18 This Agreement, including all Exhibits constitutes the entire agreement between the
19 CONTRACTORS and COUNTY with respect to the subject matter hereof and supersedes all previous
20 agreement negotiations, proposals, commitments, writings, advertisements, publications, and
21 understandings of any nature whatsoever unless expressly included in this Agreement.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///


28 ///

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

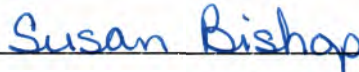
3
4 ATTEST:
5 CONTRACTORS:

COUNTY OF FRESNO

6
7
8 PLEASE SEE SIGNATURE
9 PAGES ATTACHED

By 
Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

10
11 ATTEST:
12 BERNICE E. SEIDEL
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By 

16
17
18 Fund/Subclass: 0001/10000
19 Organization: 56302999
20 56302175
21 56302246
22 Account/Program: 7295/0
23
24
25
26
27
28

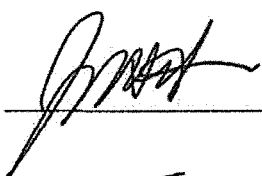
1 **Jackson & Coker Locum Tenens, Inc.**

2
3 By: 

4
5 Print Name: Dana Massey

6
7 Title: Division Vice President
Chairman of Board, or President or any Vice President

8
9 Date: 04/16/2019

10
11
12 By: 

13
14 Print Name: Jay D. Mitchell

15
16 Title: Secretary
17 Secretary (of Corporation), or any Assistant Secretary, or Chief Financial Officer or any
18 Assistant Treasurer

19 Date: 4/18/2019

20
21
22 Mailing Address:
23 3000 Old Alabama Road
24 Suite 119-608
25 Alpharetta, GA 30022

26
27 Phone No.: 800-272-2707

LOCUM TENENS PROVIDER LIST

Jackson & Coker Locum Tenens, Inc.
3000 Old Alabama Road, Suite 119-608
Alpharetta, GA 30022
Michael Baker
(866) 999-8396
mbaker@jackson&coker.com

CONTRACTOR:

Jackson & Coker Locum Tenens, Inc.

Daily All-Inclusive Rate for Each Psychiatrist: \$300.00-375.00/hour
 (This Rate is for services provided between 8:00 a.m. through 5:00 p.m. Monday through Sunday, with a 40 hour maximum per week)

Daily All-Inclusive Rate-Forensic Services: \$300.00-395.00/hour
 (This rate is for services provided between 8:00am-5:00pm Monday through Sunday with a 40-hour maximum per week, with an emphasis on services performed in the County Jail or at trial evaluations.)

Weekend Call Rate (This Rate is for carrying: \$1,200.00-1,500.00/night
 a pager and taking call via phone from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the psychiatrist is scheduled less than eight hours on Saturday or Sunday)

In-House Call Rate (This Rate is for carrying: \$1,650.00-2,062.50/night
 a pager and taking call via phone from Saturday at 5:00 p.m. through Monday at 8:00 a.m., when the psychiatrist is scheduled to work an eight hour shift on Saturday or Sunday between 8:00 a.m. and 5:00 p.m.)
 Plus Overtime applies in addition at \$450.00-562.50 per hour for any on-site patient care while on call.

Weeknight Call Rate (This Rate is for carrying: \$450.00-562.50/night
 a pager and taking call via phone from 5:00 p.m. Monday through 8:00 a.m. Saturday, no matter whether the psychiatrist is scheduled to work a shift Monday through Friday)

Overtime Rate (This Rate is for hours worked: \$450.00-562.50/hour
 after 40 hours per week or in the instance the psychiatrist is called back into the facility while on call)

Acquisition Fee (this rate is what the County will pay to the Contractor in the event a psychiatrist is hired and placed as a permanent staff psychiatrist by the County) \$ 45,000.00

Fresno County Mental Health Compliance Program

CONTRACTOR CODE OF CONDUCT AND ETHICS

Fresno County is firmly committed to full compliance with all applicable laws, regulations, rules and guidelines that apply to the provision and payment of mental health services. Mental health contractors and the manner in which they conduct themselves are a vital part of this commitment.

Fresno County has established this Contractor Code of Conduct and Ethics with which contractor and its employees and subcontractors shall comply. Contractor shall require its employees and subcontractors to attend a compliance training that will be provided by Fresno County. After completion of this training, each contractor, contractor's employee and subcontractor must sign the Contractor Acknowledgment and Agreement form and return this form to the Compliance Officer or designee.

Contractor and its employees and subcontractors shall:

1. Comply with all applicable laws, regulations, rules or guidelines when providing and billing for mental health services.
2. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in their professional dealings related to their contract with the County and avoid any conduct that could reasonably be expected to reflect adversely upon the integrity of the County.
3. Treat County employees, consumers and other mental health contractors fairly and with respect.
4. NOT engage in any activity in violation of the County's Compliance Program, nor engage in any other conduct which violates any applicable law, regulation, rule or guideline.
5. Take precautions to ensure that claims are prepared and submitted accurately, timely and are consistent with all applicable laws, regulations, rules or guidelines.
6. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind are submitted.
7. Bill only for eligible services actually rendered and fully documented. Use billing codes that accurately describe the services provided.
8. Act promptly to investigate and correct problems if errors in claims or billings are discovered.
9. Promptly report to the Compliance Officer any suspected violation(s) of this Code of Conduct and Ethics by County employees or other mental health contractors, or report any activity that they believe may violate the standards of the Compliance Program, or any other applicable law, regulation, rule or guideline. Fresno County prohibits retaliation against any person making a report. Any person engaging in any form of retaliation will be subject to disciplinary or other appropriate action by the County. Contractor may report anonymously.
10. Consult with the Compliance Officer if you have any questions or are uncertain of any Compliance Program standard or any other applicable law, regulation, rule or guideline.
11. Immediately notify the Compliance Officer if they become or may become an Ineligible Person and therefore excluded from participation in the Federal health care programs.

**Fresno County
Mental Health Compliance Program**

Contractor Acknowledgment and Agreement

I hereby acknowledge that I have received, read and understand the Contractor Code of Conduct and Ethics. I hereby acknowledge that I have received training and information on the Fresno County Mental Health Compliance Program and the Integrity Agreement and understand the contents thereof. I further acknowledge that I have received a copy of the Compliance Program policy titled "Prevention, Detection, and Correction of Fraud, Waste and Abuse". I further agree to abide by the Contractor Code of Conduct and Ethics, and all Compliance Program and Integrity Agreement requirements as they apply to my responsibilities as a mental health contractor for Fresno County.

I understand and accept my responsibilities under this agreement. I further understand that any violation of the Contractor Code of Conduct and Ethics or the Compliance Program is a violation of County policy and may also be a violation of applicable laws, regulations, rules or guidelines. I further understand that violation of the Contractor Code of Conduct and Ethics or the Compliance Program may result in termination of my agreement with Fresno County and that Fresno County will report me to the appropriate Federal and/or State agency.

Agency Name (if applicable): _____

Provider or
Employee Name (Printed): _____

Discipline (Indicate below if applicable):

Licensed : Psychiatrist Psychologist LCSW LMFT

UnLicensed: Psychologist ASW IMF

Other _____

Job Title (if different from Discipline): _____

Signature: _____

Date: _____

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

The COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. CONFIDENTIALITY

CONTRACTOR shall conform to and COUNTY shall monitor compliance with all State of California and Federal statutes and regulations regarding confidentiality, including but not limited to confidentiality of information requirements at 42, Code of Federal Regulations sections 2.1 *et seq*; California Welfare and Institutions Code, sections 14100.2, 11977, 11812, 5328; Division 10.5 and 10.6 of the California Health and Safety Code; Title 22, California Code of Regulations, section 51009; and Division 1, Part 2.6, Chapters 1-7 of the California Civil Code.

4. NON-DISCRIMINATION

A. Eligibility for Services

CONTRACTOR shall prepare and make available to COUNTY and to the public all eligibility requirements to participate in the program plan set forth in the Agreement. No person shall, because of ethnic group identification, age, gender, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political belief or sexual preference be excluded from participation, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal or State of California assistance.

B. Employment Opportunity

CONTRACTOR shall comply with COUNTY policy, and the Equal Employment Opportunity Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, disability status, or sexual preference in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer,

rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

- C. Suspension of Compensation
If an allegation of discrimination occurs, COUNTY may withhold all further funds, until CONTRACTOR can show clear and convincing evidence to the satisfaction of COUNTY that funds provided under this Agreement were not used in connection with the alleged discrimination.

- D. Nepotism
Except by consent of COUNTY's Department of Behavioral Health Director, or designee, no person shall be employed by CONTRACTOR who is related by blood or marriage to, or who is a member of the Board of Directors or an officer of CONTRACTOR.

5. PATIENTS' RIGHTS

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

I. SERVICES

- A. Upon request of COUNTY's Director, Department of Behavioral Health, or designee, CONTRACTOR shall identify, recruit and present Psychiatrist candidates who to CONTRACTOR's reasonable knowledge satisfy the criteria as established by the COUNTY's Director, Department of Behavioral Health, or designee. COUNTY's Department of Behavioral Health shall arrange interviews with candidates and advance timely offers when appropriate. Prior to arranging for candidates, CONTRACTOR shall use commercially reasonable efforts to present credentials, screen the candidates complete background checks, facilitate interviews, provide curriculum vitae and reference checks, as well as obtain reasonable evidence of licensure of candidates and NPI registration. CONTRACTOR agrees to use commercial reasonable efforts to present psychiatrist(s) who to the best of CONTRACTOR's knowledge, may be acceptable to COUNTY'S Director, Department of Behavioral Health, or designee.
- B. COUNTY and CONTRACTOR acknowledge that this is not an exclusive agreement to provide placement services. If CONTRACTOR identifies a candidate about whom COUNTY has already received information from another placement source, COUNTY'S Director, Department of Behavioral Health or designee shall notify CONTRACTOR, in writing, within ten (10) business days after receiving the referral from CONTRACTOR. CONTRACTOR is not obligated to recruit those candidates with whom COUNTY has already made contact from another placement service or recruitment source. If COUNTY does not notify CONTRACTOR as required under this section and COUNTY enters into an employment, independent CONTRACTOR, or other working relationship with any such candidate, COUNTY shall be obligated to pay CONTRACTOR's then accrued fees and expenses related to finding said candidate. COUNTY agrees not to refer any candidates presented by CONTRACTOR to another hiring entity or placement service.

II. PLACEMENT FEE

A placement fee shall be paid by COUNTY to CONTRACTOR once a working agreement has been reached between the COUNTY and a candidate presented by CONTRACTOR. It is understood between the parties hereto, that said placement fee shall be as stated in this Agreement and applicable Attachments. The placement fee listed in the Agreement is inclusive of all travel, lodging, meals and any other related costs. All said related costs shall require the prior approval of the COUNTY Director, Department of Behavioral Health, or designee. It is understood between the parties hereto that COUNTY shall only pay this placement fee if a candidate is hired by COUNTY.

III. REPLACEMENT GUARANTEE

If a psychiatrist hired through CONTRACTOR, during the term of this Agreement, fails to commence services as agreed between said psychiatrist and COUNTY's Director, Department of Behavioral Health or designee or leaves within Ninety (90) days of the date psychiatrist commences services, then CONTRACTOR shall use

best efforts to recruit a replacement candidate for the initial psychiatrist at no additional charge,