



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-9

For the meeting of: November 14, 2014

Date: October 17, 2014

To: Board of Supervisors

From: Phillip R. Crandall, Director *Agreement for Crandall*
Department of Health and Human Services-Mental Health

Subject: Humboldt County-Mental Health Agreement with AdvancedPractice.com, LLC

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Agreement with AdvancedPractice.com, LLC for fiscal years 2014-15 and 2015-16 for temporary locum tenens Psychiatric Nurse Practitioners and Psychiatric Physicians' Assistants;
2. Authorizes the Chair of the Board of Supervisors to execute three (3) originals of the Agreement;
3. Directs the Clerk of the Board to return two (2) fully executed originals of the Agreement to the Department of Health and Human Services (DHHS)-Contracts Unit for forwarding to DHHS-Mental Health Administration; and
4. Approves and authorizes the DHHS- Mental Health Director to execute substantially similar Agreements for temporary locum tenens Psychiatric Nurse Practitioners and Psychiatric Physicians' Assistants with other Locum Tenens contractors after review and approval by County Counsel and Risk Management.

Prepared by Terri Chandler, Administrative Analyst II

CAO Approval *Arny D. Zee*

REVIEW: Auditor *MBM* County Counsel *KR* Personnel _____ Risk Manager *DF* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*
Ayes *Sindberg, Lovelace, Bohn, Fennell, Bass*
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. D-1

Meeting of: 2/06/1996

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *November 14, 2014*
By: *[Signature]*
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

DHHS-Mental Health provides services to those with serious mental illnesses at County Mental Health Facilities including Sempervirens, Crisis Stabilization Services, Medication Support Clinics, Juvenile Hall, Humboldt County Correctional Facility, and County (Probation) North Coast Regional Facility.

On February 6, 1996 (item D-1), your Board granted the Authority to the MH Director to sign Locum Tenens contracts for temporary psychiatrists; DHHS-Mental Health would like to request authority to sign contracts for locum tenens Psychiatric Nurse Practitioners and Psychiatric Physicians' Assistants. This authority will allow DHHS-Mental Health to contract with various locum tenens companies on a flow basis to fulfill DHHS-MH temporary staffing requirements as needed.

As with other professional staff, licensure and certification regulations require a minimum level of staffing that at times necessitates DHHS-Mental Health using a locum tenens firm to locate and place qualified temporary psychiatric professionals. Despite ongoing recruitment efforts some critical vacancies continue. Having these temporary psychiatric professionals available will give DHHS-Mental Health the ability to fill vacancies until permanent staff can be found.

Therefore, DHHS-MH recommends the Board approves the Agreement with AdvancedPractice.com, LLC for fiscal years 2014-15 and 2015-16 for temporary locum tenens Psychiatric Nurse Practitioners and Psychiatric Physicians' Assistants.

FINANCIAL IMPACT:

Locum tenens psychiatric professional expenditure appropriations are included in DHHS Mental Health budgets for Sempervirens / Psychiatric Emergency Services budget unit 1170-495 and Medication Support budget unit 1170-498. Revenue to support these expenditures is available through Medicare and Medi-Cal federal financial participation, Mental Health Services Act, Realignment and private insurance. Costs may be offset by salary savings due to current vacancies.

Approving this Agreement and approving and authorizing DHHS-Mental Health to execute future substantially similar Locum Tenens Agreements for locum tenens Psychiatric Nurse Practitioners and Psychiatric Physicians' Assistants with other Locum Tenens contractors supports the Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved health and safety.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose to not approve the recommendation; however doing so may result in delays in patients receiving professional psychiatric services.

ATTACHMENTS:

1. Agreement with AdvancedPractice.com, LLC (3 originals)

**AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
ADVANCED PRACTICE.COM
FOR FISCAL YEARS 2014-2016**

**LOCUM TENENS PSYCHIATRIC NURSE PRACTITIONER/PHYSICIAN'S
ASSISTANT AGREEMENT**

This Agreement, made and entered into this 14 day of November, 2014, at Eureka, California, by and between Humboldt County, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and AdvancedPractice.com a Georgia limited liability company, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY through its Department of Health and Human Services-Mental Health desires to obtain the services of temporary psychiatric coverage, provided by one or more Psychiatric Nurse Practitioner or Physician's Assistant, hereinafter referred to as "PRACTITIONER;" and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR offers these services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR.

NOW THEREFORE BE IT AGREED:

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1. DESCRIPTION OF SERVICES:

As set forth in Exhibit A, attached here to and incorporated by references.

2. NO TERMS NOT INCLUDED:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

3. TERM:

The term of this Agreement shall commence upon final approval from the COUNTY and shall terminate on June 30, 2016 unless sooner terminated as provided herein.

4. TERMINATION:

Either party may cancel this Agreement without cause by giving thirty (30) days written notice or may cancel immediately with cause. CONTRACTOR will make every effort to replace any PRACTITIONER removed with or without cause. In the event of an arranged, scheduled or ongoing locum tenens assignment, COUNTY shall give written notice to CONTRACTOR no less than thirty (30) days prior to cancellation or termination of the assignment. In the event of failure to give the required notice, COUNTY shall pay the total sum due for any scheduled and confirmed locum tenens services for the period ending (30) days from the date of notice of cancellation.

5. NOTICES:

Any and all notice(s) required to be given pursuant to the terms of this Agreement may be given personally or by registered mail addressed to either COUNTY or CONTRACTOR at the following addresses:

COUNTY: Humboldt County Department of
Health and Human Services
Attention: Director of DHHS-Mental Health
720 Wood Street
Eureka, California 95501

CONTRACTOR: AdvancedPractice.com
2655 Northwinds Parkway
Alpharetta, GA 30009
Attn: Laura Anderson

6. ATTORNEY FEE ON BREACH:

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees to the prevailing party, (including reasonable value of services rendered by County Counsel) to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

7. PAYMENT:

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement. Specific payment terms and conditions are set forth in Exhibit B, attached hereto and incorporated herein by reference.

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8. INDEPENDENT CONTRACTOR:

Any PRACTITIONER provided to COUNTY by CONTRACTOR shall be considered an independent contractor, and neither COUNTY nor CONTRACTOR shall withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, F.I.C.A. taxes, unemployment compensation or worker's compensation contributions, vacation pay, sick leave, retirement benefits or any other payments to or on behalf of the PRACTITIONER.

9. NO WAIVER OF DEFAULT:

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

10. ASSIGNMENT:

Neither party shall assign its obligations under this Agreement without the prior written consent of the other party. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or

intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

12. COMPLIANCE WITH LAWS:

CONTRACTOR agrees to comply with all local, State and Federal laws and regulations, including but not limited to the Americans with Disabilities Act. CONTRACTOR further agrees to comply with any applicable Federal, State and local licensing standards or criteria established locally or by the State or Federal governments. This Agreement shall be governed by and construed in accordance with all laws and regulations and COUNTY's contractual obligations under any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services. CONTRACTOR agrees to comply with all provisions applicable to subcontractors in any Mental Health Managed Care contract COUNTY has with the State Department of Health Care Services.

13. VENUE AND APPLICABLE LAW:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

14. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

15. NONDISCRIMINATION:

- A. Consistent with the requirements of applicable federal or state law, such as but not limited to Title 42, Code of Federal Regulations, section 38.6(d)(3) and (4), CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical handicap or disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. CONTRACTOR shall not discriminate against clients on the basis of health status or need for health care services, pursuant to Title 42, Code of Federal Regulations, section 438.6(d)(3).
- B. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex

(including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical handicap or disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. CONTRACTOR shall comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285 et seq.). CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as it set forth in full. CONTRACTOR shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- C. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or the State Department of Health Care Services, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- D. CONTRACTOR shall, in all solicitations or advancements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- E. CONTRACTOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of CONTRACTOR's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- F. CONTRACTOR shall comply with all the provisions of and furnish all information and reports required by Section 5043 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, and of the rules, regulations, and relevant orders of the Secretary of Labor. pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- G. CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- H. In the event of CONTRACTOR's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 Code of Federal Regulations part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- I. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to Title 9, California Code of Regulations, section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a client.

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16. AUDIT AND RECORD RETENTION:

- A. CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this

Agreement pursuant to Government Code Section 8546.7. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.

- B. CONTRACTOR shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- C. CONTRACTOR's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction.
- D. CONTRACTOR agrees that the State Department of Health Care Services, the State Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- E. CONTRACTOR shall preserve and make available his/her records (1) for a period of seven (7) years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable

statute, by any other provision of this Agreement or by subparagraphs (1) or (2) below.

- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven (7) years from the date of any resulting final settlement.
- (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7)-year period, whichever is later.

F. CONTRACTOR shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code section 10115.10, if applicable.

G.CONTRACTOR may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, CONTRACTOR must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

17. LICENSURE AND INSURANCE:

PRACTITIONER shall hold a current license to practice in COUNTY's state.

CONTRACTOR will provide professional liability insurance for PRACTITIONER.

18. INSPECTION RIGHTS

CONTRACTOR shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, or copying: fiscal audits, program compliance, review of client complaints, or copying:

By COUNTY, the State Department of Health Care Services, the United States Department of Health and Human Services, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives.

At all reasonable times at CONTRACTOR's normal place of business or at such other mutually-agreeable location in California in a form maintained in accordance with the general standards and COUNTY standards applicable to such book or record keeping for a term of at least seven (7) years from the close of the State Department of Health Care Services fiscal year in which this Agreement was in effect. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

19. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required

by County, State or Federal agencies for compliance with this Agreement.

20. MONITORING:

CONTRACTOR agrees to extend to the DHHS-Mental Health Director, the State Department of Health Care Services or their designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

CONTRACTOR will allow COUNTY to monitor the services provided under this Agreement and cooperate with a corrective action plan if deficiencies are identified.

21. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the written mutual consent of both parties.

22. NOTIFICATION IN CHANGE IN OWNERSHIP AND CONTROL

In the event of a change in CONTRACTOR's ownership or control, within thirty five (35) days, or upon request of COUNTY, CONTRACTOR, shall notify COUNTY of any change in ownership or control and provide information as requested by COUNTY. The disclosures to be provided shall include, but not be limited to:

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

- iii. Other tax identification number (in the case of a corporation with an ownership or control interest in CONTRACTOR or in any subcontractor in which CONTRACTOR has a 5 percent or more interest);
- iv. Whether the person (individual or corporation) with an ownership or control interest in CONTRACTOR is related to another person with ownership or control interest in the same or any other COUNTY contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which CONTRACTOR has a 5 percent or more interest is related to another person with ownership or control interest in CONTRACTOR as a spouse, parent, child, or sibling;
- v. The name of any other disclosing entity in which CONTRACTOR has an ownership or control interest; and
- vi. The name, address, date of birth, and Social Security Number of any managing employee of CONTRACTOR.

23. DISCLOSURES RELATED TO BUSINESS TRANSACTIONS

Within thirty five (35) days, upon request by COUNTY, in accordance with 42 Code of Federal Regulations sections 455.101 through 455.106, CONTRACTOR shall submit disclosures regarding certain business transactions. The following information must be disclosed:

- i. The ownership of any subcontractor with whom CONTRACTOR has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and

- ii. Any significant business transactions between CONTRACTOR and any wholly owned supplier, or between CONTRACTOR and any subcontractor, during the 5-year period ending on the date of the request.

24. DISCLOSURES RELATED TO PERSONS CONVICTED OF CRIMES

Upon request by COUNTY, CONTRACTOR shall submit disclosures regarding its owners, persons with controlling interest, agents, and managing employees' criminal convictions related to federal health care programs pursuant to 42 Code of Federal Regulations section 455.106(a)(1) and (2). CONTRACTOR shall submit the following disclosures:

- i. The identity of any person who is a managing employee of CONTRACTOR who has been convicted of a crime related to federal health care programs (42 Code of Federal Regulations section 455.106(a)(1), (2)); and
- ii. The identity of any person who is an agent of CONTRACTOR who has been convicted of a crime related to federal health care programs. (42 Code of Federal Regulations section 455.106(a)(1), (2)). For this purpose, the word "agent" has the meaning described in 42 Code of Federal Regulations section 455.101.

25. FEDERAL HEALTH CARE PROGRAM EXCLUSION

CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in federal health care programs (as defined in section 1128B (F) of the Social Security Act) under either Section 1128, 1128A, or 1156 of the Social Security Act. Federal financial participation is not available for

amounts expended for providers excluded by Medicare, Medicaid or the State Children's Insurance Program, except for emergency services.

CONTRACTOR hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part.

CONTRACTOR shall screen all staff employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible" or "Excluded" as defined hereunder. Screening shall be conducted against both the California "Medi-Cal Suspended and Ineligible List", and the United States, Health and Human Services, Office Of Inspector General "List of Excluded Individuals/Entities", and on the Board of Behavioral Sciences online License/Registration Verification website or any other list pursuant to 42 C.F.R. 438.214(d). CONTRACTOR shall screen prospective staff prior to hire or engagement.

CONTRACTOR shall screen all current staff at least monthly, and shall notify COUNTY in writing that CONTRACTOR and CONTRACTOR'S staff are eligible to participate in Federally funded programs. This notification shall be performed by completing the Organizational Provider Employee Screening form (QI 67)

CONTRACTOR and staff shall be required to disclose to COUNTY immediately any debarment, exclusion or other event that makes CONTRACTOR or any staff person an Ineligible or Excluded person. If CONTRACTOR becomes aware that a staff member has become an Ineligible or Excluded person, CONTRACTOR shall remove

such individual from responsibility for, or involvement with, business or health care operations related to this Agreement at the request of COUNTY.

CONTRACTOR shall indemnify and hold COUNTY harmless against any and all loss or damage COUNTY may suffer arising from any Federal exclusion of PRACTITIONER or its staff members from such participation in a Federally funded health care program of which CONTRACTOR should have known or discovered through due inquiry or of which CONTRACTOR knew and failed to report to COUNTY.

Failure by CONTRACTOR to meet the requirements of this Section 40 shall constitute a material breach of Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

26. NOTIFICATION OF LITIGATION

COUNTY shall be informed by CONTRACTOR within forty-eight (48) hours of notification of professional litigation.

27. PROTOCOLS:

Both parties recognize that a number of protocols must be negotiated to make this Agreement specific. In regard to all such protocols, they shall be agreed to by the Humboldt County Mental Health Director and CONTRACTOR.

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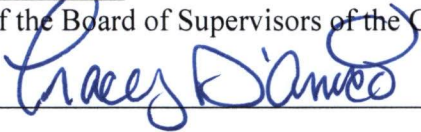
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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

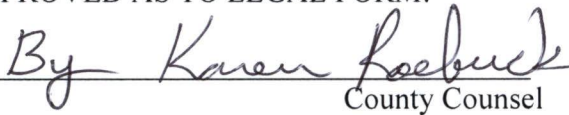
ATTEST:

KATHY HAYES

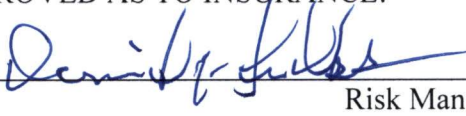
Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: 

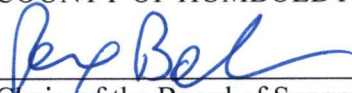
APPROVED AS TO LEGAL FORM:

By 
County Counsel

APPROVED AS TO INSURANCE:


Risk Manager

COUNTY OF HUMBOLDT:


Chair, of the Board of Supervisors

CONTRACTOR:


Name

Account Executive
Title


Name

MANAGING DIRECTOR
Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

EXHIBIT A
ADVANCEDPRACTICE.COM
LOCUM TENENS PSYCHIATRIC NURSE PRACTITIONER/PHYSICIAN'S
ASSISTANT AGREEMENT
DESCRIPTION OF SERVICES

1. RECRUITMENT:

Upon request of COUNTY, CONTRACTOR will seek one or more qualified PRACTITIONER(S) to provide locum tenens psychiatric services to COUNTY. Acceptance of candidates will be at COUNTY's discretion.

2. DOCUMENTATION:

The PRACTITIONER shall adhere to the deadlines set for all daily documentation. The PRACTITIONER shall complete all documentation by 5:00 p.m. for work performed during the previous 24 hours. COUNTY will provide instructions to PRACTITIONER concerning completion and submittal of the documentation. PRACTITIONER shall follow all COUNTY instructions for correct and timely completion and submittal of required documentation.

3. CLAIMING:

Claiming for PRACTITIONER services rendered under this Agreement will be done by COUNTY, its designee or assignee. PRACTITIONER(S) working under this Agreement shall deliver to COUNTY all instruments of assignment and other documents necessary to effect proper and efficient billing for such services. PRACTITIONER(S) will maintain all records and documentation necessary to satisfy the requirements of Medicare and all reimbursements involved. Such documentation will include, without limitation, records of time expended on Section 2 above, and other services.

In the absence of active Federal PIN and UPIN identifiers currently assigned to the agreed upon PRACTITIONER, CONTRACTOR shall process all required applications and forward approved numbers to COUNTY as soon as received. The PRACTITIONER will sign and COUNTY will retain the required Reassignment of Benefits application necessary to bill for services provided to/for COUNTY by PRACTITIONER(S) working under this agreement, during the duration of their individual service with COUNTY.

4. STAFF PRIVILEGES:

The clinical privileges of all PRACTITIONER(S) practicing at COUNTY's facility under this Agreement shall be temporary locum tenens privileges and shall be subject to the medical staff bylaws, rules and regulations. Upon the termination of this Agreement, the clinical privileges of all such PRACTITIONER(S) shall terminate and such PRACTITIONER(S) shall have no recourse through the due process procedures of the medical staff bylaws.

PRACTITIONER's staff privileges are subject to suspension or restriction as provided by the medical staff bylaws, rules and regulations. In the event a suspension or restriction is made, PRACTITIONER's service to COUNTY will immediately terminate. COUNTY will notify PRACTITIONER and CONTRACTOR of any suspension or restriction to PRACTITIONER's staff privileges.

5. CREDENTIALING:

COUNTY agrees and understands that it is solely responsible for credentialing and reviewing the qualifications, experience, malpractice history, credentials and background of PRACTITIONER(S) and confirming and evaluating the accuracy of the PRACTITIONER's qualifications, including determining the acceptability and competence of PRACTITIONER(S).

EXHIBIT B
AGREEMENT BY AND BETWEEN
ADVANCED PRACTICE.COM, LLC
LOCUM TENENS PSYCHIATRIC NURSE PRACTITIONER/PHYSICIAN'S
ASSISTANT AGREEMENT
FOR FISCAL YEARS 2014-2016
PAYMENT AGREEMENT

COUNTY shall pay CONTRACTOR according to the following provisions:

1. COMPENSATION:

Upon successful placement at COUNTY's facility of a PRACTITIONER, COUNTY will pay CONTRACTOR for services as follows:

- a. An all-inclusive hourly rate of \$90.00-\$110.00. CONTRACTOR shall provide a PRACTITIONER for an eight (8) hour day for a forty-hour week, Monday through Friday. Additional pre-approved time beyond eight hours a day will be charged at the rate of \$135.00-\$165.00 per hour rounded up to quarter-hour segments.
- b. For weekend coverage of the inpatient and psychiatric emergency service, (Saturday and Sunday including assigned holidays, 8:00 a.m. to a maximum of 5:00 PM), the all-inclusive hourly rate shall be \$135.00-165.00 per hour. However, Weekend days on-call will be charged at a rate of \$360.00 per 24 hours on-call, if called in while on-call there will be an additional hourly charges at the established weekend rate per hour.
- c. PRACTITIONER shall work two weekend days per month in coverage of the inpatient and psychiatric emergency services.
- d. Any coverage beyond eight (8) hours will have to be approved by the Administrator-on-Call and will be based on a census/acuity threshold as defined by the Mental Health Director and the Mental Health Medical Director.

2. OUT-OF-POCKET EXPENSES:

COUNTY will not pay out-of-pocket expenses for the assignment period for lodging and transportation. All costs are included in the rates detailed under "Compensation".

3. PAYMENTS:

CONTRACTOR shall invoice COUNTY weekly. Invoices shall be based upon weekly time sheets which a COUNTY representative must sign each week. A signed time sheet indicates that the PRACTITIONER has satisfactorily performed the hours/or days reported. Payment terms associated with these invoices shall be Net 30 days. Any amounts due under this agreement not received by CONTRACTOR by the due date shall

be subject to interest charges, up to the maximum charge permitted by law, as calculated from the date due until the date paid. Invoices will be mailed to:

Accounts Payable
Humboldt County Mental Health
720 Wood Street, Eureka, California 95501

4. CONVERSION:

COUNTY acknowledges and agrees that CONTRACTOR has expended substantial resources in identifying and providing the PRACTITIONER (S) to provide services pursuant to this Agreement. To the extent consistent with the applicable state law, COUNTY agrees that engagements under this Agreement are made with the express understanding that neither COUNTY nor any COUNTY affiliates will contract with, recruit, or hire, directly or indirectly, any PRACTITIONER(S) assigned under this Agreement for a period of one year after the last date of the PRACTITIONER (S) services pursuant to this Agreement, unless a \$22,000 recruitment fee is paid to CONTRACTOR by COUNTY.