



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-21

For the meeting of: July 11, 2017

Date: June 8, 2017

To: Board of Supervisors

From: Connie Beck, Director *MS for Connie Beck*
Department of Health and Human Services

Subject: Agreement with Preferred Healthcare Registry, Inc. for Temporary Placement of Occupational Therapists

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement between Department of Health and Human Services (DHHS) – Public Health and Preferred Healthcare Registry, Inc. for temporary placement of up to two (2) Occupational Therapists in the California Children’s Services’ Medical Therapy Program.
2. Authorize the Chair to sign three (3) originals of the agreement.
3. Authorize the Public Health Director to sign future amendments to this agreement thereto after review by County Counsel and Risk Manager.
4. Direct the Clerk of the Board to return two (2) signed agreements to DHHS – Contract Unit to forward to DHHS – Public Health.

SOURCE OF FUNDING:

Public Health Fund

Prepared by Lara Zintsmaster, AAI

CAO Approval *E. Sundberg*

REVIEW:

Auditor *MSM* County Counsel *✓* Human Resources *K. Ken* Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*

- Ayes *Fennell, Wilson, Bass, Bohn*
- Nays _____
- Abstain _____
- Absent *Sundberg*

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

Dated: *July 11, 2017*

By: *PSole E. Bohn*
Kathy Hayes, Clerk of the Board

DISCUSSION

California Children's Services (CCS) is a statewide program that authorizes diagnosis and treatment services for children with certain physical limitations and chronic health conditions or diseases. CCS provides specialty pediatric physical and occupational therapy at the Medical Therapy Program (MTP) located at Glen Paul School in Eureka. DHHS – Public Health has been administering the MTP since 1980. The MTP caseload consists of children with a variety of diagnoses including rheumatoid arthritis, childhood cancers, chronic orthopedic conditions, cerebral palsy and infants with prenatal drug exposure.

The MTP typically staffs two full-time equivalent (FTE) Occupational Therapists, and the program has had one vacancy open since July 2016. The MTP has experienced difficulty finding a qualified, licensed Occupational Therapist despite continued recruitment efforts. The second Occupational Therapist position became vacant in April 2017 with the retirement of a long-time employee. This has left the MTP unable to provide the 117 children on its caseload with occupational therapy services. These services include direct patient care, case management to coordinate with medical and educational providers, durable medical equipment consultation, splint fabrication, and more.

The agreement with Preferred Healthcare Registry, Inc. before your Board today will allow DHHS – Public Health's MTP to temporarily place up to two (2) FTE Occupational Therapists for up to one year. This will allow the MTP to resume providing occupational therapy services to children while continuing the search for permanent placements.

The term of this agreement is July 1, 2017 through June 30, 2018. This agreement comes before your Board late due to extensive negotiation with the vendor, and the need to place Occupational Therapists without further delay.

FINANCIAL IMPACT

Approval of this agreement will allow DHHS-Public Health to temporarily place up to two (2) Occupational Therapists, employed by Preferred Healthcare Registry, Inc. during the period of July 1, 2017 through June 30, 2018 for a total not to exceed \$307,990. Anticipated salary savings in Fund 1175 Budget Unit 493- California Children's Services in fiscal year 2017-18 due to current vacancies will allow for compensation of this agreement. There is no impact to the county General Fund.

This agreement supports the Board's Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT

None

ALTERNATIVES TO STAFF RECOMMENDATIONS

The Board could choose not to approve the agreement with Preferred Healthcare Registry, Inc. This is not recommended as it would impact the MTP's ability to provide occupational therapy services to children in the immediate future.

ATTACHMENTS

Three (3) originals of agreement with Preferred Healthcare Registry, Inc.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
PREFERRED HEALTHCARE REGISTRY, INC.**

This Agreement, entered into this 11 day of July, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and PREFERRED HEALTHCARE REGISTRY, INC., a California employment agency, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS") – Public Health, desires to retain the services of CONTRACTOR to provide temporary employment of up to two Occupational Therapists for the California Children's Service ("CCS") Medical Therapy Unit ("MTU"); and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, 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 has represented that it is able to provide temporary placement of an individual qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Director of Public Health or designee thereof, hereinafter referred to as DIRECTOR

2. TERM:

This Agreement shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2018, unless a sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon Notice pursuant to Paragraph 6.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written Notice pursuant to Paragraph 6 to CONTRACTOR. Such notice shall state the effective date of the termination.

- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.
- E. Termination Upon Buyout. If the assigned Occupational Therapist placed by the CONTRACTOR is on assignment to the COUNTY, COUNTY can hire the assigned Occupational Therapist after the completion of a 26-weeks assignment without any fee. Should the COUNTY desire to hire the assigned Occupational Therapist prior to the 26-weeks assignment, a fee shall be determined as such: Within the first thirteen (13) weeks, the fee shall be 150 times the hourly rate of pay. After thirteen (13) weeks but before twenty-six (26) weeks, the fee shall be 150 times the hourly rate of pay divided by two.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Three Hundred Seven, Nine Hundred and Ninety Dollars and Zero cents (\$307,990). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. If local, state or federal funding or allowance rates are reduced or deleted; the maximum amount payable by COUNTY for services provided hereunder may be reduced accordingly.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided or compensated without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DIRECTOR and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within

thirty (30) days after the receipt of approved invoices All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address

COUNTY Humboldt County DHHS – Public Health
Attention Public Health Financial Services
507 F Street
Eureka, CA 95501

6 NOTICES

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY Humboldt County DHHS – Public Health
Attention Director
529 I Street
Eureka, CA 95501

CONTRACTOR Preferred Healthcare Registry, Inc
Attention Barry McDonald
9089 Clairemont Mesa Blvd #200
San Diego, CA 92123

7 REPORTS

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate

8 RECORD RETENTION AND INSPECTION

A Maintenance and Preservation of Records CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder

B Inspection of Records Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies

CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

- C Audit Costs In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9 MONITORING

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10 CONFIDENTIAL INFORMATION

- A Disclosure of Confidential Information In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information, California Welfare and Institutions Code Sections 827, 5328 and 10850, California Health and Safety Code Sections 1280.15 and 1280.18, the California Confidentiality of Medical Information Act ("CMIA"), the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("CFR") Parts 160 and 164, the Federal Security Standards contained in 45 CFR Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 CFR Parts 160 and 162, all as may be amended from time to time.
- B Continuing Compliance with Confidentiality Laws The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11 NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that it 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 subsequently becomes a Nuclear Weapons Contractor.

12 NON-DISCRIMINATION COMPLIANCE

- A Nondiscriminatory Delivery of Social Services In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), 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 disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state, or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.
- B Professional Services and Employment In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), 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 disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- C Compliance with Anti-Discrimination Laws CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, Title II of the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act, California Civil Code Sections 51, et seq., California Government Code Sections 4450, et seq., California Welfare and Institutions Code Section 10000, Division 21 of the California Department of Social Services Manual of Policies and Procedures, United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60, and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2, of the

California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full

13 DRUG-FREE WORKPLACE

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq) and will provide a drug-free workplace by doing all of the following

- A Drug-Free Policy Statement Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations
- B Drug-Free Awareness Program Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following
 - 1 The dangers of drug abuse in the workplace,
 - 2 CONTRACTOR's policy of maintaining a drug-free workplace,
 - 3 Any available counseling, rehabilitation and employee assistance programs, and
 - 4 Penalties that may be imposed upon employees for drug abuse violations
- C Drug-Free Employment Agreement Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will
 - 1 Receive a copy of CONTRACTOR's Drug-Free Policy Statement, and
 - 2 Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment
- D Effect of Noncompliance Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements

14 INDEMNIFICATION

- A Hold Harmless, Defense and Indemnification CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY

- B Effect of Insurance Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15 INSURANCE REQUIREMENTS

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A General Insurance Requirements Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A M Bests rating of no less than A VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors.

- 1 Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
- 2 Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
- 3 Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
- 4 Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

- B Special Insurance Requirements Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7 COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits

C Insurance Notices Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein

COUNTY County of Humboldt
Attn Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR Preferred Healthcare Services, Inc
Attention Barry McDonald
9089 Clairemont Mesa Blvd #200
San Diego, CA 92123

16 RELATIONSHIP OF PARTIES

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors

17 COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements

18 PROVISIONS REQUIRED BY LAW

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction

19 REFERENCE TO LAWS AND RULES

In the event any law, regulation, policy or procedure 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

20 SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement

21 ASSIGNMENT

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services

22 AGREEMENT SHALL BIND SUCCESSORS

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns

23 WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. 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 CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement

24 NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement

25 AMENDMENT

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

26 STANDARD OF PRACTICE

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances

27 TITLE TO INFORMATION AND DOCUMENTS

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28 JURISDICTION AND VENUE

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

29 ADVERTISING AND MEDIA RELEASE

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place, and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to DIRECTOR.

30 SUBCONTRACTS

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31 ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32 SURVIVAL

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33 CONFLICTING TERMS OR CONDITIONS

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 39 of this Agreement, paragraphs 1 through 39 of this Agreement shall have priority

34 INTERPRETATION

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it

35 INDEPENDENT CONSTRUCTION

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement

36 FORCE MAJEURE

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing

38 ENTIRE AGREEMENT

This Agreement contains all of 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, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified

39 AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized

[Signatures on Following Page]

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

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.

PREFERRED HEALTHCARE REGISTRY, INC.:

By: 

Date: 6/15/17

Name: BARRY McDONALD

Title: PRESIDENT

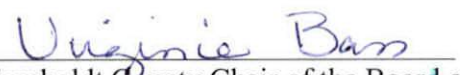
By: 

Date: 6/18/17

Name: JENNIFER HAWK

Title: CFO

COUNTY OF HUMBOLDT:

By: 
Humboldt County Chair of the Board of Supervisors

Date: 7/11/17

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
Preferred Healthcare Registry, Inc.
July 1, 2017 – June 30, 2018

CONTRACTOR shall provide up to two (2) full-time equivalent (“FTE”) Occupational Therapists to work in the California Children’s Services’ Medical Therapy Unit program on a temporary basis. Under general supervision, the Occupational Therapist will plan, perform, and direct occupational therapy for handicapped persons, primarily children as specified below.

1. SERVICES:

Under general supervision, the Occupational Therapist will plan, perform, and direct occupational therapy for children with physical disabilities and participate as a team member with physicians, physical therapists, parents and others in furthering the development of the child’s daily living habits and any treatment plans, and perform other related work as assigned.

Specific duties may include (but are not limited to):

- Plans, organizes and participates in occupational and recreational activities to further the development of a child’s daily living habits.
- Consults with physicians to determine appropriate types of occupational therapy for the mental and physical improvement of patients.
- Selects constructive activities suited to patients’ physical capacity, intelligence level, interest and desired results.
- Instructs patients in methods of accomplishing their daily living habits; helps them learn to feed themselves, use bathroom facilities, dress, bathe, write, play and interact with their peers and adults.
- Conducts individual and group sessions to help children feel less restricted in their environment.
- Determines need for and fit of adaptive equipment, such as wheelchairs, adaptive inserts, braces and splints; provides adaptive equipment selection, fabrication and maintenance.
- Observes and makes verbal and written documentation of patient progress.
- Participates in staff conferences and team meetings involving educational personnel, welfare services, physical therapists, vendors, and speech therapists to further the child’s development.
- Coordinates with other program staff to ensure treatment plans are implemented and documentation is maintained as required.

2. SCHEDULE:

- A. The Occupational Therapist assigned by the CONTRACTOR shall perform in a timely manner those services and work identified in this Exhibit. The scheduled time to report for work duties are Monday through Friday, 8:00 AM to 5:00 PM with a one (1) hour lunch and two 15 minute breaks per day.
- B. The Occupational Therapist position will be assigned for a preliminary six (6) month period.

3 ACCEPTANCE CRITERIA

CONTRACTOR agrees to employ an Occupational Therapist to perform the services required by this Agreement to the best of CONTRACTOR's ability

- Occupational Therapist must possess a valid license from the California Board of Occupational Therapy
- Occupational Therapist is responsible for obtaining the appropriate Continuing Education Units (CEU) and ensuring their California Board of Occupational Therapy license is current
- The ideal candidate would have one year of credentialed experience performing occupational therapy with children
- Each candidate is required to submit to a LiveScan background check, at the expense of the candidate or Preferred HealthCare Registry Background check results must be submitted to DHHS – Employee Services at the address below prior to temporary employment assignment to DHHS-Public Health

County of Humboldt – DHHS
Attn Employee Services
507 F Street
Eureka, CA 95501

4 REPORTING REQUIREMENTS

CONTRACTOR shall submit monthly invoices for payment as specified in the Agreement under Section 5

5 PLACE OF PERFORMANCE

Glen Paul School Medical Therapy Unit
2500 Cypress Avenue
Eureka, CA 95503

6 COUNTY RESPONSIBILITIES

COUNTY shall provide CONTRACTOR's Occupational Therapist with all appropriate expendable supplies and in-county services for the proper operation of their duties

COUNTY shall provide CONTRACTOR's Occupational Therapist with appropriate training and supervision required in order to successfully perform their job

COUNTY shall make available during the term of this Agreement the space designated for the service and such equipment as mutually agreed to as necessary for the proper operation and conduct of CONTRACTOR's Occupational Therapist's duties

COUNTY shall advise CONTRACTOR immediately of any issues or concerns that arise regarding the Occupational Therapist placed in this position

7 TERMINATION OF OCCUPATIONAL THERAPIST

COUNTY shall use its best efforts to assist the Occupational Therapist with his or her assignment. In the event the COUNTY receives a complaint regarding the Occupational Therapist, COUNTY shall notify CONTRACTOR in writing within twenty-four (24) hours of the complaint, inquiry or investigation. If COUNTY reasonably determines that the Occupational Therapist is not satisfactorily performing his or her duties, including but not limited to competency, workplace conflict with other MTU staff or other COUNTY staff and employees, errors, or other events related to patient care and services provided, COUNTY may terminate such Occupational Therapist. In the event that COUNTY terminates the Occupational Therapist, COUNTY shall only be billed for the hours actually worked by the Occupational Therapist. COUNTY shall notify CONTRACTOR in writing within twenty-four (24) hours of the termination of the Occupational Therapist. Such notification must contain a detailed description of the reasons for the termination. CONTRACTOR shall make all reasonable efforts to replace the terminated Occupational Therapist.

EXHIBIT B
SCHEDULE OF RATES
Preferred Healthcare Registry, Inc
July 1, 2017 – June 30, 2018

A Personnel Costs	
Title Occupational Therapist – up to two (2) Full-Time Equivalent (FTE)	
Hourly Rate of Pay or Salary Calculation \$74 00 per hour for a maximum of 2080 hours per Occupational Therapist	
Duties Description Services as outlined in Exhibit A, Scope of Services	
Total Personnel Costs	\$307,840
B Transportation/Travel (Travel expenses must follow Humboldt County Travel Policy Limits)	
Item Local Mileage	
Description Any local mileage incurred by use of Occupational Therapist's private vehicle for County business only, to be billed at the current IRS rate of \$0 535 per County policy, not to exceed a maximum of \$150 00	
Total Transportation/Travel	NTE \$150 00
Grant Total*	\$307,990