

NO WITHHOLDING

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND ALOHA PSYCHIATRY

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”), and Aloha Psychiatry (“Contractor”), a California corporation, (collectively, the “Parties” and individually a “Party”), for the purpose of providing Telepsychiatry.

Section 1. DEFINITIONS.

Client means an individual, referred by the County to Contractor, for Telepsychiatry services.

Telepsychiatry means any mental health service provided remotely via the internet and any form of teleconferencing equipment and software that allows real-time audio, that is approved by County, and visual communication between Contractor and County’s Client and after sufficient initial examination also includes any and all subsequent telephone, fax, e-mail, and written communication necessary for Contractor to provide follow-up services to County’s Clients identified as under the established care of Contractor. At no point shall Contractor be asked or expected by County to provide mental health services of any kind to a Client who has not been established as under the care of Contractor as defined by an initial evaluation that includes both visual and auditory interaction as required by California Telemedicine Development Act of 1996, Senate Bill 1665, Business & Professions Code Section 2242 and 2242.1 and 2290.5.

Section 2. RESPONSIBILITIES OF CONTRACTOR.

Pursuant to the terms and conditions of this agreement Contractor shall:

- A. Solely provide the services of Dr. Jonathan Sy (“Dr. Sy”) to County. Services of Dr. Sy shall be provided in a competent and professional manner and he shall retain appropriate board certification, and current, valid, unrestricted California licensing. Dr. Sy shall provide the services described in **Attachment A, Scope of Work**, attached and incorporated hereto. Dr. Sy shall be board certified by the American Board of Psychiatry and Neurology.
- B. Not provide additional services unless approved in advance and in writing by County stating the dollar value of the services, the method of payment, and any adjustment in services time or other agreement terms. All such services are to be coordinated with County and the results of the work shall be monitored by the County’s Health and Human Services Agency (“HHS”) Director (“Director”) or their designee.
- C. Except as otherwise provided in this agreement, determine the method, details, and means of performing the above-described services. County shall not have the right

to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

- D. Warrant that Contractor is properly licensed and certified under the laws and regulations of the State of California, and has the experience and technical skills to provide services under this agreement.
- E. Report to the Director (or designee) a Contractor single point of contact who will review the activities and performance of the Contractor and administer this agreement.
- F. Supply all tools and instrumentalities required to perform the services under this agreement. Contractor is not required to purchase or rent any tools, equipment, or services from County.
- G. Attest that Dr. Sy is not excluded from Medi-Cal and Medicaid provider participation.
- H. Meet the United States Drug Enforcement Agency requirements for writing medication prescriptions.
- I. Ensure Compliance with the Privacy and Information Security Provisions of the Shasta County Mental Health Plan Agreement number 17-94616, and any subsequent Shasta County Mental Health Plan agreement. For the purposes of this agreement, the "Shasta County Mental Health Plan" is the contract between the State of California Department of Health Care Services and the County to provide specialty mental health services to California Medi-Cal beneficiaries. The Shasta County Mental Health Plan is available at: http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/Or_gProviders.aspx. Contractor shall check the website for updates regularly to ensure Contractor has the current approved Shasta County Mental Health Plan. Should Contractor be unable to access the electronic version of the Shasta County Mental Health Plan, County will provide Contractor with a hard copy version upon written request. Should a privacy or information security breach occur by Contractor, Contractor shall immediately notify the County's Privacy Officer at (530) 225-5995 or via email at: hipaaprivacy@co.shasta.ca.us.
- J. Ensure completion of documentation, in each Client's Electronic Health Record ("EHR") chart by the end of the day in which services were delivered including legible documentation of:
 - a. Relevant aspects of Client care, including documentation of medical necessity;
 - b. Client encounters, including relevant clinical decisions;
 - c. Interventions applied and Client responses to interventions and location of interventions;

- d. Date services were provided;
 - e. Referrals to community resources and other agencies, where appropriate;
 - f. Follow-up care;
 - g. Amount of time taken to provide service;
 - h. Signature of person providing services (or electronic equivalent); the person's type of professional degree, licensure, or job title, and relevant identification number; and
 - i. Date service was documented in the medical record by the person delivering the service.
- K. Comply with any and all requirements of County regarding assignment of Dr. Sy with County, including but not limited to:
- a. Dr. Sy's annual completion of County approved Health Insurance Portability and Accountability Act of 1996 ("HIPAA") training; documentation of training shall be provided to and maintained by County;
 - b. Dr. Sy's annual completion of County approved Compliance training; documentation of training shall be provided to and maintained by County;
 - c. Dr. Sy shall execute the County's Code of Conduct;
 - d. Copy of Dr. Sy's valid, unrestricted medical license, Drug Enforcement Administration ("DEA") license, and a National Provider Identifier ("NPI") number;
 - e. Copy of Dr. Sy's Board Certification certificate(s);
 - f. Copy of Dr. Sy's Curriculum Vitae;
 - g. Participation in County provided training, as required by County, including but not limited to, the use of County's EHR systems;
 - h. Dr. Sy shall execute any County required documentation, including but not limited to an annual County-approved electronic signature agreement;
 - i. Dr. Sy shall provide proof of professional insurance, as required per Section 12. of this agreement.
 - j. Dr. Sy shall comply with County's policies for credentialing requirements, pursuant to California Department of Health Care Services Mental Health & Substance Use Disorder Services ("MHSUDS") Information Notice No: 18-019.
- L. Ensure Dr. Sy will care for County Clients, working collaboratively with County to ensure Clients they serve meet Medi-Cal criteria for Specialty Mental Health/moderate to severe criteria. Additionally, Dr. Sy will support service to Clients at the least restrictive program level as outlined in the Medi-Cal regulations by transitioning Clients to a less restrictive program (i.e. Primary Care).
- M. Dr. Sy will be available during agreed upon workdays and will participate in multidisciplinary, collaboration or discussion meetings as requested by the County.
- N. Ensure driving an automobile or any other vehicle, does not occur in the course of providing services under this agreement.

- O. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Contractor shall add: "This [document or report] is one of [number] produced under this agreement."

Section 3. RESPONSIBILITIES OF COUNTY.

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Contractor as prescribed in Sections 4 and 5 of this agreement and shall monitor the outcomes achieved by Contractor.
- B. Comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this agreement.
- C. County shall verify Dr. Sy is not excluded from Medi-Cal and Medicaid provider participation; verify the Dr. Sy is not included on the Social Security Death Master File; and ensure Dr. Sy is enrolled in the National Plan and Provider Enumeration (NPPES) system.
- D. Schedule Clients to be seen by Dr. Sy as prescribed in **Attachment A**, Section 1.
- E. Provide all necessary telecommunication equipment for Telepsychiatry sessions at County's facilities. County shall provide and maintain any needed Virtual Private Network software and equipment necessary to allow Dr. Sy to connect to County's computer systems and to be able to type directly into County's EHR and electronic prescribing system.
- F. Acknowledge that by the nature of Telepsychiatry, the interface between Contractor and County and County's Clients, is completely dependent upon the ability to connect through the internet and teleconferencing equipment and software, and County agrees to provide, at no cost to Contractor, County's Information Technology (IT) support staff who are able and willing to maintain the operational functionality of said internet connection and teleconferencing equipment and software on site at County to ensure continuity of care and to minimize disruption in service delivery. If Telepsychiatry services are to be provided to a County contracted facility, County assures Contractor that County will contract with said facility in such a way as to ensure that the facility agrees to provide to Contractor,

at no cost to Contractor, IT support staff able and willing to maintain the operational functionality of said internet connection, and teleconferencing equipment and software on site to ensure continuity of care and to minimize disruption in service delivery.

- G. Provide Contractor with the same active County employee staff that would be allotted to a mental health provider employed by County, including, but not limited to clerical, receptionist, scheduling, nursing, records maintenance, and Information Technology. If Telepsychiatry services are to be provided to a County contracted facility, County assures Contractor that County will contract with said facility in such a way as to ensure that the facility shall provide Contractor, at no cost to Contractor, with the same active facility employee staff that would be allotted to a mental health provider employed by the facility, including, but not limited to clerical, receptionist, scheduling, nursing, records maintenance, and Information Technology.
- H. Assure Contractor that all Client-related paperwork that needs to be completed at the request of outside entities on forms that are not part of the EHR will first be completed for non-clinical data (including but not limited to: names, dates of service, diagnoses by most recent chart note, addresses, doctor's name and address, phone numbers, and any other non-clinical data that does not require a physician's clinical judgment) by County or County contracted facility staff prior to submission to the Contractor. Contractor and staff will not be expected to complete any non-clinical information on any forms when said information can be completed by a clerical staff person under the employment of County or a County contracted facility. It is at the Contractor's clinical discretion as to whether or not any Client-related form is to be completed for clinical data and signed by the Contractor. These forms include, but are not limited to, Social Security disability forms, In-Home Health Care, transportation passes, work releases, return to work forms, employment forms of any kind, school related forms, etc.
- I. Acknowledge that Contractor does not involve itself in Worker's Compensation claims related to Clients of any kind or for any reason.
- J. If it is determined that Contractor is not in full compliance with terms, conditions, and requirements of this agreement or fails to perform in accordance with the professional standards applicable to a physician, then County is obligated to inform Contractor within 48 hours of discovering Contractor is not performing in compliance with the terms of this agreement or outside the professional standards applicable to a physician, and Contractor then has 30 days to correct the discrepancy. Payment shall not be withheld during this period of corrective action. If not corrected within 30 days, County may terminate this agreement pursuant to Section 7.A.
- K. Review Contractor's compliance with Section 2.L. monthly. Should Contractor not comply with Section 2.L., County shall provide documentation to Contractor of Contractor's non-compliance with Section 2.L. Upon written notice from County

of Contractor's non-compliance with Section 2.L, Contractor shall immediately comply with Section 2.L within one business day.

Section 4. COMPENSATION.

- A. County shall compensate Contractor for satisfactorily provided services pursuant to this agreement. County shall compensate Contractor for services rendered in accordance with the rates and terms prescribed in **Attachment B, Payments**, attached and incorporated herein. The total compensation payable to Contractor under this agreement shall not exceed \$1,475,000. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. In no event shall the overall maximum amount payable under this agreement exceed \$1,475,000 during the term of the agreement.
- B. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.
- C. County reserves the right to withhold compensation payable to Contractor pursuant to this agreement if the quantity or quality of the work performed by Contractor pursuant to this agreement fails to comply with the terms and conditions of this agreement, fails to be performed in accordance with the professional standards applicable to a physician, or is otherwise unacceptable to County.
- D. Contractor shall be responsible for all costs and expenses incident to the performance of services, except as set forth herein in **Attachment B, Payments**, for County, including but not limited to, all costs of materials, equipment, insurance, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.
- E. Contractor shall be paid via electronic invoice payment; automated clearing house (ACH), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.

Section 5. BILLING AND PAYMENT.

- A. Contractor shall submit to County's Health and Human Services Agency (HHSA) Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 15th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Contractor. County shall make payment within 30 days of receipt of Contractor's correct and approved invoice and billing documentation. County shall not be obligated to pay Contractor for services covered by any invoice, if Contractor presents the invoice to County more than 90 days after the date services were rendered by Contractor. This Section and Section 4 shall survive the

termination, expiration or cancellation of this agreement for the period of time necessary to remit payment to Contractor as prescribed herein and in Section 4.

- B. Third party billing for Contractor's services rendered to County's Clients under this agreement shall be performed by County, its designee, or its assignee. Contractor working under this agreement shall deliver to County all instruments of assignment and other documents necessary to effectuate proper and efficient billing for such services. Contractor shall ensure all records and documentation necessary to satisfy the requirements of Medicare, Medi-Cal, Medicaid, and all other forms of reimbursement. Such documentation shall include, but not be limited to, records of time expended and records of services provided.
- C. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost. If Contractor fails to reimburse County within the specified time period, County may offset the unpaid amount of the audit exception against any sums due from County to Contractor pursuant to this agreement or any other agreement or obligation between County and Contractor.

Section 6. TERM OF AGREEMENT.

The term of this agreement shall commence as of September 1, 2022 and shall end June 30, 2025. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30, of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to Paragraph B of this Section.
- B. Either Party may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- D. County's right to terminate this agreement may be exercised by the County Executive Officer, the Shasta County HHSA Director or any HHSA Branch Director designated by the Director.
- E. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- F. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Contractor and HHSA Director, or any HHSA Branch Director designated by the HHSA Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are

the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

- A. Without limiting Contractor's duties of defense and indemnification, Contractor and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence or claim; such insurance shall be primary as to any other insurance maintained by County.

- B. Contractor and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Contractor hereby certifies that Contractor is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Contractor and any subcontractor shall obtain and maintain continuously a policy of Professional Liability Insurance (Errors and Omissions) coverage with limits of liability of not less than \$1 million per occurrence, and \$3 million aggregate.
- D. Without limiting any of the obligations or liabilities of Contractor, Contractor shall carry within 30 days of the execution of this agreement, Cyber and Privacy Liability Insurance, applicable to the work being performed, with limits of not less than \$2 million per occurrence, \$2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor.
- E. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Contractor or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining

post-agreement expiration coverage as specified above, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

 - a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Contractor shall provide County with an endorsement or amendment to Contractor's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Contractor shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Contractor shall provide County a certificate of insurance reflecting those limits.

- (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Contractor shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, gender identity, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Contractor represents that Contractor, is in compliance with and agrees that Contractor shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Contractor under this agreement shall be used by Contractor, for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this Section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor

or County. Except where longer retention is required by federal or state law, Contractor shall maintain all records for 10 years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. Contractor shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Contractor.

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS.

- A. Contractor, and Contractor's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

Section 18. PERFORMANCE STANDARDS.

Contractor shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Contractor's work or services. Contractor shall conduct their practice of medicine including but not limited to, in accordance with California Business and Professions Code, Division 2, Chapter 5, sections 2000-2501.

Section 19. CONFLICTS OF INTEREST.

Contractor and Contractor's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES.

- A. Except as provided in Section 7.C. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHSA Adult Services Branch
 Attn: Contracts Unit
 2640 Breslauer Way
 Redding, CA 96001
 Phone: 530-225-5900
 Fax: 530-225-5977

If to Contractor: Aloha Psychiatry
 4473 Prospect Ave
 Yorba Linda, CA 92886
 Phone: 808-304-0406
 Fax: 833-758-0562

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer.

Section 21. AGREEMENT PREPARATION.

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

Contractor shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES.

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor shall make timely payment of all property taxes at all times during the term of this agreement.

Section 24. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 25. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

Section 26. WAIVER.

In the event that either County or Contractor shall at any time or times waive any breach of this agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this agreement, whether of the same or any other covenant, condition or obligation.

Section 27. REDUCTION OF CONSIDERATION.

Contractor agrees that County shall have the right to deduct from any payments contracted for under this agreement any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this agreement. For purposes of this paragraph, obligations arising prior to the execution of this agreement may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this agreement, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

Section 28. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this agreement.

Section 29. MATERIALITY.

The Parties consider each and every term, covenant, and provision of this agreement to be material and reasonable.

Section 30. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the agreement.

Section 31. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the Parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a Party might otherwise have in the event of a breach or default of any condition, covenant or term by the other Party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

Section 32. CONFIDENTIALITY.

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 33. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential, and Contractor and all of Contractor's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding

confidentiality of patient information (including, but not limited to, sections 5328 of the Welfare and Institutions Code and 10850; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 34. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this agreement and Contractor shall not be restricted in any way with respect thereto.

Section 35. USE OF COUNTY PROPERTY.

Contractor shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Contractor's obligations under this agreement.

Section 36. APPLICATION OF OTHER AGREEMENTS.

Contractor and Contractor's officers, agents, employees, and volunteers, and any of Contractor's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the Shasta County Mental Health Plan, as referenced in Section 2.J of this agreement and available at this link: http://www.co.shasta.ca.us/index/hhsa_index/Mental_health_alcohol_and_drug/OrgProviders.aspx, between the County of Shasta and the California Department of Health Care Services. Furthermore, Contractor shall comply with all of their obligations pursuant to the following numbered provisions of the Shasta County Mental Health Plan Exhibit D(F), Section 5(J): 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions of Exhibit D(F) that are deemed applicable.

Section 37. BANKRUPTCY

Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets,

or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. County shall immediately notify Contractor in the event that County ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

Section 38. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.

The Parties acknowledge the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). The Parties understand and agree that, as providers of medical treatment services, both Parties are "covered entities" under HIPAA and, as such, have obligations with respect to the confidentiality, privacy, and security of Clients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information. The Parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Even though County may provide billing and collection services on Contractor's behalf under Section 5(B) of this Agreement, the Parties acknowledge that a Business Associate Agreement is not required by law between the Parties because the Parties are performing under this Agreement as part of an “Organized Health Care Arrangement” as such is defined under HIPAA. The Parties understand and agree that each Party is independently responsible for compliance with HIPAA and agrees to take all necessary and reasonable actions to comply with the requirements of HIPAA related to transactions and code sets, privacy, and security. The Parties agree that, should either Party fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other Party (including the indemnified Party's officers, employees, and agents), for damages that are attributable to such failure. The indemnification provided for in this section is in addition to, and does not in any way limit, the hold harmless, indemnification, and defense obligations that are provided for in Section 11 of this agreement.

Section 39. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The

CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

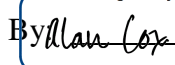
 LES BAUGH, CHAIRMAN
 Board of Supervisors
 County of Shasta
 State of California

ATTEST:

PATRICK J. MINTURN
 Acting Clerk of the Board of Supervisors

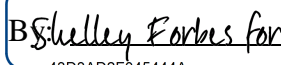
By: _____
 Deputy

Approved as to form:
 RUBIN E. CRUSE, JR
 County Counsel

DocuSigned by:
 By: 
 Name: Alan B. Cox


Date: 09/06/2022 | 8:56 AM PDT
 Title: Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

DocuSigned by:
 By: 
 Name: James Johnson

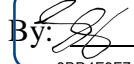
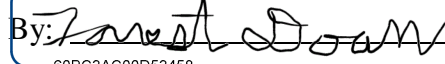
Date: 09/01/2022 | 12:19 PM PDT
 Title: Risk Management Analyst III

INFORMATION TECHNOLOGY APPROVAL

DocuSigned by:
 By: 
 Name: Tom Schreiber

Date: 09/01/2022 | 1:27 PM PDT
 Title: Chief Information Officer

CONTRACTOR

DocuSigned by:
 By: 
 Name: Jonathan Sy
 DocuSigned by:
 By: 
 Name: Forrest, Doan

Date: 09/01/2022 | 1:33 PM PDT
 Title: President
 Date: 09/01/2022 | 1:53 PM PDT
 Title: Chief Financial Officer

Tax I.D.#: On File

Attachment A Scope of Work

1. Contractor shall provide all necessary psychiatric assessment and evaluation and medication support services via Telepsychiatry, as requested by County, during days/times mutually agreed upon in advance and in writing between County's Health and Human Services Agency Director or his/her designee and Contractor. (Hereinafter referred to as the Fixed Rate Clinic.) Should County and Contractor be unable to mutually agree on days/times of service, this agreement shall be terminated by County immediately upon written notice to Contractor. Contractor shall consult with County staff working at County Mental Health facility. While delivering Telepsychiatry services, time shall be scheduled for Contractor to provide medical consultation to County nursing staff to include, but not limited to, Client follow-up questions, medication side-effect issues, and medication changes and refills.
2. Contractor shall enter all clinical documentation directly into County's Electronic Health Record ("EHR") and electronic prescribing system at the time of service. In the event that Contractor is unable to access County's EHR for some reason, Contractor will notify County EHR Support Staff at (530) 225-5256 and shall provide all Client services documentation to County via fax within five business days from the date of service. Contractor shall ensure, upon confirmation of receipt of documentation of fax by County, documentation shall be shredded using at least a Security Level 3 shredder.
3. Psychiatric Assessment and Evaluation and Medication support services are the only psychiatric services Contractor is authorized to provide.
4. While delivering Telepsychiatry services, Contractor shall provide services only to County, including but not limited to, psychiatric assessment and evaluation, medication support services, utilization review, medical consultation to County nursing staff, documentation to Client records, and training as required by County.
5. Contractor will not be required to provide any supervision and outside of the agreed upon Fixed-Rate Clinic days/times unless specifically negotiated and agreed to under separate written agreement.
6. Contractor shall provide necessary telecommunication equipment for Telepsychiatry sessions at Contractor's principal place of business. This equipment must meet County's requirement for Advanced Encryption Standard ("AES") of all video conferencing sessions.

Attachment B Payments

1. County shall compensate Contractor for rendering covered services at the following rates:

Aloha Psychiatry	Rates
Rate Description	Psychiatrists
<u>Daily All-Inclusive Rate ("Fixed Rate Clinic")</u>	\$236.75 per hour for 9/1/22 through 6/30/23 \$243.75 per hour for Fiscal Year (FY) 2023/24 \$250.75 per hours for FY 2024/25
(This Rate is for a schedule of services provided between 8:00 a.m. through 5:00 p.m. Monday through Friday, with a maximum schedule of 40 hours of service per week), unless otherwise stated or agreed upon in advance, in writing. Holiday (defined as day recognized by County as a holiday) (Contractor shall not be paid for holidays not worked).	

2. Contractor shall bill in a minimum of quarter-hour increments.
3. Rates in Attachment B, Section 1 above include reasonable telephone and email support provided during the regular business week directly to County in relation to Clients who have already been seen at least once by Contractor. Contractor shall not be asked nor expected to provide prescriptions on Clients not directly evaluated by Contractor with the exception as allowed by California law which allows a covering physician to prescribe three days' worth of the same medication prescribed by the Client's previous psychiatrist and still taken regularly by the Client.
4. County understands and agrees that the full responsibility of filling Contractor's scheduled hours with Clients belongs to County, and County agrees to pay Contractor for scheduled hours of service at the above stated rates regardless of no-shows and cancellations. No-shows and late-cancellation Clients may be replaced with other Clients up to and including the day of scheduled appointments. County further agrees that New Psychiatric Evaluations will not be scheduled for less than 60 minutes in duration (complicated cases may require 90 minutes for an intake evaluation), and follow-up evaluations will not be scheduled for less than 30 minutes duration.
5. Any cancelled Fixed-Rate Clinic, in part or in whole, will incur full cost of said weekly clinic with compensation from County to Contractor at the above stated rates. Exceptions to this rule are limited to cancellations due to:
- a. States of Emergency as declared by the Governor of California for the County of Shasta.
 - b. Verified internet outage (i.e., outside the control of County IT staff).
 - c. Illness of Dr. Sy.

- d. Legitimate office-wide County emergency affecting all County staff at the designated service facility.
 - e. Inoperability of Contractor's Telepsychiatry infrastructure.
 - f. County agrees that County IT staff, at no cost to Contractor, will prioritize Contractor's Telepsychiatry services at the time of their scheduled operation.
- 6. County agrees that cancellation of a Fixed-Rate Clinic due to County staff error of commission or omission, County staff illness or vacation or absence for any reason, IT glitches related to County-caused internet connectivity problems and inoperability of County equipment, do not, together or separately, constitute legitimate cause for non-compensation to Contractor who has dedicated that scheduled clinic time to County.
- 7. Contractor shall be compensated only for services provided which are approved in advance and in writing by County. All County payments to Contractor shall be paid directly to the Contractor and no compensation of any nature shall be made by County directly to any other party in relation to services rendered.
- 8. Contractor is not expected or allowed to bill any third-party payers, including but not limited to Medicare and Medicaid. Contractor shall not seek payment from any other source and, shall, at no time, seek compensation directly from County's Clients.
- 9. Contractor shall provide County with required records for billing purposes, utilization review, and other purposes as provided by this agreement, and all records shall provide all information necessary for County to receive payment or reimbursement from Medi-Cal, Medicare, Medicaid, and any other public and/or private insurance. County may delay or not pay compensation to Contractor if Contractor's records and/or the contents of those records are deficient or incomplete under Medi-Cal, Medicare, Medicaid, and any other public and/or private insurance guidelines or in any delay or prevent County from receiving payment or reimbursement from Medi-Cal, Medicare, Medicaid, and any other public and/or private insurance.
- 10. The rate paid by County to Contractor is inclusive of all expenses incurred by Contractor while providing services pursuant to this agreement. County is not obligated to pay Contractor any additional sums for any expenses incurred by Contractor during the term of this agreement.
- 11. If a federal or state audit exception is created, during the course of the provision of services under this agreement, due to an error or errors of omission or commission on the part of County, County shall be responsible for the audit exception.