

**AGREEMENT FOR INPATIENT BEHAVIORAL HEALTH AND PSYCHIATRIC
MEDICAL SERVICES**

This Agreement is made and entered into by the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter sometimes referred to as COUNTY, including its Ventura County Health Care Agency (referred to collectively as “AGENCY”), and Traditions Psychiatry Group, P.C., a duly formed California Professional Corporation (“CONTRACTOR”).

This Agreement shall be effective July 1, 2023, and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for a period of twelve (12) months, that is, until June 30, 2024. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the annual renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement shall then be extended for up to two (2) additional periods of one (1) year each.

**FIRST
SERVICES TO BE RENDERED**

AGENCY, as owner and operator of a general hospital with campuses in Ventura, known as Ventura County Medical Center (VCMC), and Santa Paula, known as Santa Paula Hospital (SPH), and an inpatient psychiatric unit (IPU), known as the Hillmont Psychiatric Center, on the VCMC campus, hereinafter collectively referred to as HOSPITAL, hereby contracts for the services of CONTRACTOR. CONTRACTOR shall provide psychiatric medical services under the direction of the HOSPITAL Chief Executive Officer, HOSPITAL Medical Director, and HOSPITAL Chief Medical Officer. CONTRACTOR shall perform said work and functions at all times in strict accordance with currently approved methods and practices of the psychiatric professional specialty.

CONTRACTOR may contract with or employ other physicians who shall assist CONTRACTOR, and who shall be bound by the terms of this Agreement by way of a subcontract or employment agreement between them and CONTRACTOR. Those who contract, subcontract or who shall so be employed shall hereinafter be referred to as “PARTICIPATING PHYSICIANS,” shall be listed on Exhibit A, attached hereto, and are subject to prior approval by AGENCY. CONTRACTOR shall provide AGENCY with written notice of changes in the “PARTICIPATING PHYSICIANS.”

CONTRACTOR and PARTICIPATING PHYSICIANS shall have responsibilities as detailed in Attachment I, attached hereto.

**SECOND
COMPENSATION OF CONTRACTOR**

AGENCY shall compensate CONTRACTOR for services rendered under this Agreement as detailed in Attachment II, attached hereto. Upon termination of this Agreement, CONTRACTOR shall be entitled to compensation earned prior to the date of termination as provided in this

Agreement computed pro rata up to and including that date, and CONTRACTOR shall be entitled to no further compensation as of the date of termination. AGENCY shall have no obligation to pay claims of CONTRACTOR that are not received within thirty (30) days from the date of termination of the Agreement.

THIRD PROPERTY RIGHTS OF THE PARTIES

All inventions, designs, improvements and discoveries made solely and exclusively by CONTRACTOR while providing services under this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the property of AGENCY and CONTRACTOR equally.

FOURTH OBLIGATION OF AGENCY

For services rendered under this Agreement, AGENCY agrees:

1. Insurance - to provide professional liability (malpractice) coverage which will cover CONTRACTOR and AGENCY while said physician is practicing under the supervision of the Medical Director of HOSPITAL, irrespective of the time at which such claim(s) may be filed or settled, and irrespective of the status of CONTRACTOR and AGENCY at said time.
2. Space - to provide necessary space for the performance of CONTRACTOR's professional duties under this Agreement.
3. Supplies - to provide reasonable and necessary supplies for the proper operation and conduct of services, and supply ordinary janitorial and in-house messenger service, and such utilities as may be required for the proper operation and conduct of CONTRACTOR's services.
4. Support Services - to provide necessary support personnel required for the proper operation of medical services. AGENCY shall provide for accreditation surveys and quality control and survey programs.
5. Billing for Services Rendered - to bill and collect for the professional component and technical component for all psychiatric medical services rendered by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall not bill for such services since CONTRACTOR's compensation for such services performed pursuant to this Agreement shall be as set forth in Attachment II.

The responsibilities of AGENCY under this Article 4 shall be subject to its discretion and usual purchasing practice, budget limitations and applicable laws and regulations.

FIFTH OBLIGATIONS OF CONTRACTOR

CONTRACTOR agrees to, at all times during the term of this Agreement:

1. Insurance Requirements - at his sole cost and expense, obtain and maintain in full force the following types of insurance:
 - a. General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.
 - b. Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR, and employer's liability in the minimum amount of \$1,000,000.

All insurance required will be primary coverage as respects AGENCY and any insurance or self-insurance maintained by AGENCY will be excess of CONTRACTOR's insurance coverage and will not contribute to it. AGENCY is to be notified immediately if any aggregate insurance limit is exceeded. AGENCY is to be named as additional insured as respects work done by CONTRACTOR under this Agreement. Policies will not be canceled, non-renewed or reduced in scope of coverage unless the COUNTY Risk Management Division has received sixty (60) days prior written notice. CONTRACTOR agrees to provide AGENCY with the following insurance documents on the effective date of this Agreement: (1) certificate of insurance for all required coverage; (2) additional insured endorsements; and (3) waiver of subrogation (a.k.a. waiver of transfer rights of recovery against others, waiver of right to recover from others) as it pertains to workers' compensation. Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

2. License and Staff Membership - keep in full force and effect the unrestricted license of CONTRACTOR as a California physician with membership in good standing and unrestricted privileges on the Medical Staff of HOSPITAL.
3. Conduct on Premises - CONTRACTOR shall at all times abide by the HOSPITAL's professional Code of Conduct and comply with Medical Staff bylaws, rules, and regulations and applicable department specific rules and regulations.
4. Conduct in Community - CONTRACTOR's conduct shall, at all times, be with due regard to public conventions and morals. CONTRACTOR further agrees not to do or commit any acts that will reasonably tend to degrade CONTRACTOR or bring CONTRACTOR into public hatred, contempt or ridicule, or that will reasonably tend to shock or offend the community, or to prejudice AGENCY or the medical profession in general.

5. Return of Equipment and Supplies - On the termination of this Agreement or whenever requested by AGENCY, CONTRACTOR shall immediately deliver to AGENCY the equipment and supplies in CONTRACTOR's possession or under CONTRACTOR's control belonging to AGENCY in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
6. Access to Records - Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, including the State of California, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of these services. If CONTRACTOR carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
7. Restrictions on Use or Disclosure of Protected Health Information - CONTRACTOR will not use or disclose protected health information other than as permitted or required by the Agreement or as required by law. For the purposes of this Section, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.
 - a. Permitted Uses and Disclosures - CONTRACTOR may use or disclose protected health information only as follows: (1) for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR and (2) to provide data aggregation services to AGENCY. CONTRACTOR will document any disclosures of protected health information not permitted by law.
 - b. Safeguarding Protected Health Information - CONTRACTOR will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom he provides protected health information received from, or created or received by, CONTRACTOR on behalf of AGENCY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. CONTRACTOR shall, within two (2) calendar days of the discovery of such disclosure, report to AGENCY any use or disclosure of protected health information not provided for by this Agreement of which CONTRACTOR becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410, and any Security Incident (as defined in 45 C.F.R. 164.304) of which

CONTRACTOR becomes aware, and will, to the extent practicable, mitigate any harmful effect that is known to CONTRACTOR of a use or disclosure of protected health information in breach of the requirements of this Agreement. Notification to AGENCY will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Agreement, CONTRACTOR will return or destroy all protected health information created or received by CONTRACTOR on behalf of AGENCY and retain no copies of such information. If it is not feasible to return or destroy the protected health information, CONTRACTOR shall provide AGENCY notification of the conditions that make return or destruction infeasible and CONTRACTOR shall extend the protections set forth in Article 5, Section 7 of this Agreement to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or destruction infeasible. To the extent it later becomes feasible to return or destroy such protected health information, CONTRACTOR shall do so.

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, CONTRACTOR will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by CONTRACTOR occurring six (6) years prior to the date on which the accounting is requested. CONTRACTOR will make protected health information available to AGENCY for inspection, amendment and copying. CONTRACTOR will make his internal practices, books and records relating to the use and disclosure of protected health information available to AGENCY or the Secretary, U.S. Department of Health and Human Services, as applicable, for purposes of determining CONTRACTOR's or AGENCY's compliance with 45 CFR Part 164.
 - d. No Remuneration - Unless otherwise permitted by law, CONTRACTOR shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless CONTRACTOR obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by CONTRACTOR.
 - e. CONTRACTOR agrees that to the extent CONTRACTOR is to carry out one or more of AGENCY's obligations under Subpart E of 45 CFR Part 164, CONTRACTOR will comply with the requirements of Subpart E that apply to AGENCY in the performance of such obligations.
8. Treating Patients - CONTRACTOR will provide medical services to patients presented to him by AGENCY regardless of health and financial status. CONTRACTOR recognizes that AGENCY contracts with various medical insurance plans to provide medical services for plan members, and CONTRACTOR agrees to provide medical care for those patients on the same basis as CONTRACTOR provides medical care to other patients. CONTRACTOR agrees to cooperate with any quality review and improvement program involving AGENCY and a medical insurance plan with which AGENCY has contracted.

9. Department Performance –HOSPITAL retains professional and administrative responsibility for the services rendered. CONTRACTOR shall apprise the HOSPITAL Chief Executive Officer of recommendations for improvement, plans for implementation of such recommendations and continuing assessment of department performance through dated and signed reports which shall be retained by the administration for follow up action and evaluation of performance.
10. Cooperation with Compliance Efforts of Hospital - CONTRACTOR agrees to cooperate with HOSPITAL as may be required for HOSPITAL to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Joint Commission, any other agency that accredits HOSPITAL, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. CONTRACTOR has received HOSPITAL’s Code of Conduct, agrees to abide by it, and will execute a certification to that effect. CONTRACTOR shall cooperate with all compliance-related activities of HOSPITAL which include, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and/or default under this Agreement.
11. Representations and Warranties - CONTRACTOR represents and warrants that CONTRACTOR is not, and during the term of this Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.

CONTRACTOR shall notify HOSPITAL immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, HOSPITAL shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.

SIXTH TERMINATION

1. This Agreement shall terminate immediately upon the occurrence of any of the following:
 - a. The failure to cure within thirty (30) days of written notice a breach of duty by CONTRACTOR in the course of providing services under this Agreement.
 - b. The failure to cure within thirty (30) days of written notice any neglect by CONTRACTOR of duties under this Agreement.
 - c. The failure to cure within thirty (30) days of written notice a breach of the obligations of AGENCY to CONTRACTOR under this Agreement.

- d. The termination or full suspension of CONTRACTOR's membership and privileges on the Medical Staff of HOSPITAL.
 - e. By mutual consent of AGENCY and CONTRACTOR.
 - f. Upon mutual Agreement by AGENCY and CONTRACTOR that a change in laws or standards has arisen which prohibits or restricts the terms of this Agreement.
 - g. Upon AGENCY's determination of a material breach of Article 5, Section 7 of this Agreement by CONTRACTOR.
2. Upon the termination of the Agreement for any reason, CONTRACTOR will be responsible for arranging for the smooth transition of duties to appropriate independent contractors and/or employees of HOSPITAL, assuring that patient care retains the highest standards of medical practice and ethics during the transition.
 3. Upon termination of this Agreement, CONTRACTOR immediately shall deliver to HOSPITAL sole custody and exclusive use of its premises, equipment and supplies.
 4. Termination of this Agreement shall not result in loss of Medical Staff privileges and membership of CONTRACTOR.

SEVENTH GENERAL PROVISIONS

1. No Waiver - Failure by either party to insist upon strict performance of each and every term and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.
2. Containment of Entire Agreement Herein - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to AGENCY and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein, have been made by any party or anyone acting on behalf of any party to be charged.
3. Notices - Notices to be given by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices to AGENCY shall be addressed and delivered to the HOSPITAL Chief Executive Officer, Ventura County Medical Center, 300 Hillmont Avenue, Ventura, CA 93003; mailed notices to CONTRACTOR shall be addressed and delivered to the address listed in this Agreement. Each party may change that party's address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.

4. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. Law Governing Agreement - This Agreement shall be governed by and construed in accordance with the laws of the State of California.
6. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of AGENCY in connection with this Agreement or otherwise to induce or to influence referrals by or from CONTRACTOR. In dealing with patients and in connection with any patient referrals or hospital admissions CONTRACTOR may make, CONTRACTOR is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Agreement, nor any other consideration or remuneration to CONTRACTOR or otherwise, or to any member of CONTRACTOR's family, currently or in the future, is or will be based on any expectation of referrals, or on CONTRACTOR making or not making referrals to any particular person, entity or facility.
7. Preparation of Agreement through Negotiation - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed the party that prepared this Agreement within the meaning of Civil Code section 1654.
8. Independent Status of CONTRACTOR - In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that CONTRACTOR is at all times acting as an independent contractor. Except as otherwise provided, neither AGENCY nor HOSPITAL shall have any control over the method by which CONTRACTOR shall give these services, provided, however, that CONTRACTOR shall perform the obligations and responsibilities hereunder and function at all times in accordance with approved methods of practice in CONTRACTOR's professional specialty and in accordance with the rules and regulations promulgated by HOSPITAL's Medical Staff. CONTRACTOR shall not have any claim under this Agreement or otherwise against AGENCY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.
9. Subcontracts by CONTRACTOR - If in the performance of this Agreement, CONTRACTOR chooses to associate, subcontract with, or employ any third person in carrying out the responsibilities of this Agreement, any such third person shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of association, subcontract or employment or requirements of law shall be determined by CONTRACTOR, and AGENCY shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither CONTRACTOR nor any such person shall have any claim under this Agreement or otherwise against AGENCY for sick leave, vacation pay,

retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.

10. Hold Harmless by CONTRACTOR - CONTRACTOR agrees to hold AGENCY harmless from any and all claims that may be made against AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. AGENCY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. CONTRACTOR shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. CONTRACTOR does not assign such obligation to AGENCY for collection or administration except as may be required by federal and state statutes. CONTRACTOR further agrees to hold AGENCY harmless from and to compensate AGENCY for any claims against AGENCY for payment of state or federal income or other tax obligations relating to CONTRACTOR's compensation under the terms of this Agreement. The foregoing hold harmless provisions would not apply with respect to a penalty, if any, imposed by any governmental agency without the fault of, or being caused by, CONTRACTOR.
11. Hold Harmless by AGENCY - Should CONTRACTOR be sued based upon actions of AGENCY, through no fault of and not due to actions of CONTRACTOR, or of CONTRACTOR's agents, AGENCY shall indemnify, defend and hold harmless CONTRACTOR from any loss, cost, damage, expense or liability which may arise from any such suit.
12. Provision of Satisfactory Service - It is understood and agreed that CONTRACTOR is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards. Any person acting pursuant to this Agreement must at all times be properly authorized in accordance with the bylaws, rules and regulations promulgated by HOSPITAL's Medical Staff, as applicable, and nothing in this Agreement affects or limits in any way the application or implementation of those bylaws, rules and regulations.
13. Dispute Resolution: The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures:
 - a. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time, or two (2) weeks, whichever is lesser;
 - b. If the dispute involves another department in AGENCY, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solution(s) of the problem(s);
 - c. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed sixty (60) days, unless a longer time is agreed to by CONTRACTOR and

AGENCY, the matter shall be submitted to a resolution committee comprised of one (1) person from the Medical Executive Committee of the Medical Staff chosen by CONTRACTOR, one (1) person chosen by AGENCY, and a third person mutually chosen by the first two, or if they are unable to agree, a third person designated by the presiding judge of the Ventura County Superior Court;

- d. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
14. Confidentiality - In providing services pursuant to this Agreement, CONTRACTOR may obtain or have access to certain information and/or material which is properly confidential and which has not been publicly released by AGENCY. CONTRACTOR shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
15. Administration of Agreement - This Agreement shall be administered on behalf of AGENCY by the AGENCY Director or his designee.
16. Use of Terms in this Document - Where appropriate in the context, the use of the singular in this Agreement shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or the neuter.
17. Corporate Status of CONTRACTOR - If CONTRACTOR is an entity, where appropriate in the context, references to "CONTRACTOR" in this Agreement shall be deemed to mean or include CONTRACTOR's physician employees who perform the medical services contracted for under this Agreement.
18. Documentation by Contractor - CONTRACTOR shall prepare and submit via the AGENCY electronic health record system invoices for services, and other documents required by AGENCY and any third party payer, including, but not limited to, Medicare and Medi-Cal, for the remuneration of CONTRACTOR's services within ten (10) days of the provision of the services by CONTRACTOR. Such documentation shall be accurate and legible. CONTRACTOR acknowledges that AGENCY will rely upon this documentation in billing third party payers for their services.
19. Counterparts - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates written below:

CONTRACTOR: Traditions Psychiatry Group, P.C.

Dated: _____ By: _____
David Spaccarelli, Chief Executive Officer

Tax ID # _____

CONTRACTOR'S ADDRESS:

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AGENCY:

Dated: _____ By: _____
HCA DIRECTOR or DESIGNEE

EXHIBIT A
PARTICIPATING PHYSICIANS

Effective 07.01.23

Attending Physicians:

- Reema Abu-Libdeh, MD
- Raghu Appasani, MD
- Mounir Belcadi, MD
- Reba Bindra, MD
- Michael Bolton, MD
- Katherine Camfield, MD
- Jason Cooper, MD
- Matthew Gunther, MD
- Vanessa Hernandez, MD
- Leslie Horton, MD
- Theodore Huzyk, MD
- Joshua Kane, MD
- Jeffrey Kim, MD
- Shuang Lei, MD
- Jeffrey Leong, MD
- Michael Locher, MD
- Dyani Loo, MD
- Nicholas Mascarenhas, MD
- Sanjay Masson, MD
- Megha Miglani, MD
- Uchenna Okoye, MD
- Brian Penny, MD
- Ashley Pirozzi, MD
- Jasmin Scott-Hawkins, MD
- Mara Sigalos-Rivera, MD
- Brian Sparks, MD
- Dustin Stephens, MD
- Joshua Tompkins, MD
- Andia Turner, MD
- Joseph Vlaskovits, MD
- Chase Warren, MD
- Nolan Williams, MD
- Brian Wu, MD

ATTACHMENT I
RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide psychiatric staffing coverage under the direction of the HOSPITAL Chief Executive Officer, HOSPITAL Medical Director, and HOSPITAL Chief Medical Officer.

A. Scope of Services:

1. CONTRACTOR shall be responsible for the recruitment, hiring, retention, staffing and scheduling of psychiatrists to provide inpatient psychiatric services at the IPU, 24 hours per day, seven days per week, 365 days per year.
2. CONTRACTOR shall provide a minimum of 30 hours per day of onsite psychiatrist coverage in the IPU and 12 hours per day in the Crisis Stabilization Unit (CSU). CONTRACTOR shall provide eight hours per day of on call after hours phone response coverage 365 days per year for emergency consultation when psychiatrists are not on site. Emergency consultation involves issues such as patient admission orders, emergency medication orders, and emergent precautionary orders during off hours.
3. CONTRACTOR shall provide clinical services under the direction of the HOSPITAL Medical Director. CONTRACTOR shall appoint a Chief of Inpatient Services subject to AGENCY's approval. The Chief of Inpatient Services shall devote no less than 20 hours a week, on average to the duties herein described, and up to a maximum of 960 hours per year. AGENCY, in collaboration with CONTRACTOR, reserves the right to appoint and remove the Chief of Inpatient Services, at its own discretion.
4. The Chief of Inpatient Services shall serve as the Medical Director of the IPU and shall be responsible for the oversight and coordination of medical staff affairs for the IPU consistent with the facilities available and standards of practice established in the medical community and by AGENCY. This includes, but is not limited to, the following responsibilities:
 - a. Strategic Vision: The Medical Director of the IPU shall establish the clinical vision and clinical strategic goals, both on a short and long term basis, of the IPU in line with the overall vision of AGENCY.
 - b. Quality and Safety: The Medical Director of the IPU shall work with the HOSPITAL Chief Executive Officer, HOSPITAL Chief of Hospital Operations, and HOSPITAL Medical Director on measuring, assessing and improving quality and patient safety in collaboration with the Quality Department. Examples would include helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing of clinical practice guidelines.
 - c. The Medical Director of the IPU shall coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (SSI collaborative, throughput initiative).

- d. Resource Allocation and Oversight: The Medical Director of the IPU shall work with the HOSPITAL Chief Executive Officer and HOSPITAL Medical Director on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
- e. The Medical Director of the IPU shall respond to resource shortages to ensure safe and effective care for all patients.
- f. The Medical Director of the IPU shall have the following clinical duties:
 - i. Assist in the assessment of medical staff needs and recruitment of physicians.
 - ii. Provide medical oversight for all services, functions and responsibilities.
 - iii. Work cooperatively with the Family Medicine Residency Program in the planning of curriculum and direct teaching of resident physicians as mutually agreed upon with the HOSPITAL Medical Director.
 - iv. Monitor and assure compliance with The Joint Commission and other accrediting bodies and standards for the IPU.
 - v. Monitor and help provide oversight to meet the provisions and requirements of HOSPITAL's compliance program relevant to the IPU.
 - vi. Participate in the evaluation of HOSPITAL's professional services and, upon request, provide professional services evaluation reports.
 - vii. Provide inpatient coverage, on an as needed basis, for selected periods to maintain adequate attending physician staffing at the IPU.
 - viii. Provide leadership and direction in planning, controlling, and coordination of medical services and physician staffing at the IPU in order to ensure appropriate, professional and cost effective inpatient healthcare.
 - ix. Supervise and develop effective medical care and administrative programs in a manner which will optimize care.
 - x. Represent the IPU at requested functions and meetings.
 - xi. Work cooperatively with Behavioral Health Department administration and the Behavioral Health Department's Medical Director to develop and maintain effective communication, develop an optimal continuity of care between inpatient and outpatient services, and develop and maintain optimum cost effective treatment models.

- xii. Work in collaboration with the HOSPITAL Medical Director in efforts to communicate with the regional hospitals and respective emergency departments to ensure the coordinated care of patients in psychiatric crisis.
- 5. CONTRACTOR shall work to ensure that scheduled and unanticipated vacancies are filled in a rotational pattern with an augmented group of available credentialed physician staff such that the duties do not fall upon any single individual(s) in a disproportionate fashion.
- 6. CONTRACTOR will present all employee/subcontractor candidates to the HOSPITAL Medical Director and obtain his approval prior to hiring a physician for hospital work.
- 7. CONTRACTOR including all subcontractors and employees shall report to the HOSPITAL Medical Director, HOSPITAL Chief Executive Officer, or HOSPITAL Chief Operating Officer. The HOSPITAL Medical Director shall monitor this Agreement and all work performed by CONTRACTOR.

B. Crisis Stabilization Unit (CSU):

- 1. CONTRACTOR will evaluate individuals presenting to the CSU for medical necessity for inpatient admission to the IPU or other inpatient facilities or for emergency medications. CONTRACTOR will follow HOSPITAL policy on coordinating external hospital transfers. CONTRACTOR will assist in the triage and referral process to sub-acute outpatient services.
 - 2. CONTRACTOR will complete an Admitting Psychiatric Evaluation upon patient's admission to the IPU. CONTRACTOR will dictate the admission summary before going off shift that day.
 - 3. CONTRACTOR will give and write appropriate admission and other orders consistent with HOSPITAL policies and procedures and the Medical Staff bylaws.
 - 4. CONTRACTOR will provide ongoing management of patient's medication regimen during their stay in the CSU.
 - 5. CONTRACTOR will consult with the Behavioral Health Department and other relevant non-HOSPITAL programs/providers in the development of the medication regimen and Master Multidisciplinary Treatment Plan. CONTRACTOR will participate in treatment team meetings and treatment plan review meetings. CONTRACTOR will develop, amend, update and provide final approval of the treatment plan.
- C. Consultation and Liaison:** CONTRACTOR will provide psychiatric consultation and liaison to patients at HOSPITAL, including emergency rooms, when requested. The consultations involve assessment of the patient in response to the referral question, consultation with the referring physician, and documentation of the consultation in the patient's medical record. Follow up consultations will be completed by the CONTRACTOR when indicated.

D. Inpatient Responsibilities:

1. CONTRACTOR will lead daily rounds with the treatment team and patient for review of patient status and evaluate and document patient's progress in relation to treatment plan goals.
2. CONTRACTOR will complete all legal documents (e.g., 5250 application, LPS conservatorship application, jury trial questionnaire, etc.) within established timeframes and provide psychiatric testimony in court when required.
3. CONTRACTOR will complete discharge orders, including writing prescriptions for medications.
4. CONTRACTOR will complete a discharge summary by the time of patient discharge.
5. CONTRACTOR will consult, as needed, with outpatient providers and clinics to coordinate follow-up or ancillary care.
6. CONTRACTOR shall complete medical records in compliance with HOSPITAL policies and procedures, and with state and federal guidelines.
7. CONTRACTOR will participate with Utilization Review (UR) requirements for documentation according to specified timelines. CONTRACTOR will consider recommendations from UR adverse decisions.
8. Staffing of the IPU will be provided for a total of 43 beds at all times.

E. Other Duties

1. CONTRACTOR will respond to medication monitoring reviews within the established timelines.
2. CONTRACTOR will attend work related training as requested by, and pre-approved by the HOSPITAL Medical Director.
3. CONTRACTOR will prepare reports, notification forms, and other requested forms to other agencies in accordance with IPU policies and procedures.
4. CONTRACTOR will comply with all HOSPITAL and IPU policies and procedures.
5. CONTRACTOR will complete additional duties as assigned by either HOSPITAL Medical Director or Chief Operating Officer of HOSPITAL.
6. The Chief of Inpatient Services shall complete utilization review of medical records to assist in patient's level of care decisions.
7. CONTRACTOR's time will be allocated in approximately the following manner:

Administrative	3%
Patient Services	95%
Research	0%
Teaching	2%
TOTAL	100%

CONTRACTOR will maintain, report, and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. In particular, CONTRACTOR shall report on a monthly basis the specific hours of service provided to AGENCY for a selected one-week period during that month. The allocation of CONTRACTOR's time may be modified at any time at the discretion of the HOSPITAL Chief Medical Director.

8. CONTRACTOR agrees to treat patients without regard to patient's race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient.
9. CONTRACTOR shall submit all necessary documentation and coding in AGENCY's electronic record system to produce billing invoices for services, and any other records needed by AGENCY for the remuneration of CONTRACTOR's services, within 10 days of the provision of the services by CONTRACTOR.

By this Agreement, AGENCY contracts for the services of CONTRACTOR, as physician, and CONTRACTOR may not substitute service by another physician or physicians without written approval of the Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

AGENCY will pay CONTRACTOR at the following rates upon submission of a completed statement for each month that services are performed pursuant to this Agreement.

1. Staff Psychiatrist Inpatient Coverage: CONTRACTOR shall invoice the AGENCY at the rate of \$245.54 per hour of onsite physician services, for an average of 912.5 hours per month, up to a maximum of 10,950 hours per fiscal year. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and calendars of services, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director, HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum to be paid under this paragraph is \$2,688,707.68 per fiscal year.

2. Locum Tenens/PARTICIPATING PHYSICIANS Coverage: CONTRACTOR may use locum tenens physicians as necessary to fill vacancies and provide other coverage on an as needed basis, or require PARTICIPATING PHYSICIANS to work additional hours. CONTRACTOR may elect to be reimbursed at its cost of providing the additional coverage rather than at the rates provided in paragraph 1. In order to be reimbursed at cost for the incremental amount in excess of the rates listed in paragraph 1, CONTRACTOR must submit an invoice from the locum tenens company or PARTICIPATING PHYSICIAN for the work performed at HOSPITAL along with CONTRACTOR's monthly invoice. CONTRACTOR shall limit additional coverage to no more than 160 hours per month. The aggregate amount paid to CONTRACTOR for locum tenens coverage shall not exceed \$125,000.00 per fiscal year.

The total amount to be paid to CONTRACTOR under paragraphs 1 -2 shall not exceed \$2,813,707.68 per fiscal year.

3. Crisis Stabilization Coverage: CONTRACTOR shall invoice AGENCY at a the rate of \$245.54 per hour of crisis stabilization physician services, for an average of 12 hours per day, 365 days per year, up to the maximum of 4,380 hours per fiscal year. CONTRACTOR shall track, prepare and attach to the invoice a monthly detailed summary of activities performed to include time spent and calendars of services, as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director, HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. The maximum to be paid under this paragraph is \$1,075,483.07 per fiscal year.

4. IPU Medical Director Services: CONTRACTOR shall invoice AGENCY at the rate of \$253.21 per hour for Chief of Inpatient Services, for an average of 80 hours per month. Should the Chief of Inpatient Services cover staff psychiatrist services during any shift, no additional compensation shall be paid for this coverage. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director, HOSPITAL Associate Chief Medical Officer, or HOSPITAL Chief Executive

Officer on a monthly basis and attached to the monthly invoice. The total amount payable under this paragraph shall not exceed \$243,078.60 per fiscal year.

5. Night Call: CONTRACTOR shall invoice AGENCY at the rate of \$416.80 per night for eight hours of call coverage when there is no onsite psychiatrist, up to a maximum of 2,920 hours of coverage per fiscal year. The total amount paid under this paragraph shall not exceed \$152,132 per contract year.
6. Administrative Services: CONTRACTOR shall invoice AGENCY a monthly amount of \$41,594 for administrative and overhead costs. The total amount paid under this paragraph shall not exceed \$499,128 per fiscal year.
7. AGENCY shall waive any Medical Staff application fees or costs incurred by CONTRACTOR in the Medical Staff application process.
8. All payments are due within 30 days of receipt of printed invoice, which shall be submitted monthly, and are conditioned upon a satisfactory provision of services as listed under Attachment I and submission of a complete and accurate claim. The invoice must set forth the date of service, description of services, number of hours, hourly rate, total amounts due for the month, name, address, taxpayer identification number, and signature. Invoices received after that time or invoices received without appropriate documentation may be denied by AGENCY as late. AGENCY shall pay the compensation due pursuant to the claim within 30 days after the submission of claim. AGENCY reserves the right to request additional information from CONTRACTOR to verify the appropriateness of any invoice and to delay payment until it receives such information. AGENCY reserves the right to adjust future invoices for any discrepancies identified subsequent to payment of invoices.
9. If AGENCY should hire directly any of CONTRACTOR's employee(s), independent contractor(s), locum tenens or subcontractors, who provide services to AGENCY pursuant to this Agreement, and if hired within one year of his voluntary separation from CONTRACTOR, AGENCY shall request the COUNTY Board of Supervisors to approve an amendment to this Agreement authorizing payment of an additional \$40,000 to CONTRACTOR for each individual so hired. The foregoing shall not apply for any CONTRACTOR employee(s), independent contractor(s), locum tenens or subcontractor(s) who worked for AGENCY prior to February 3, 2009.
10. CONTRACTOR will devote 365 days a year, seven days a week, 24 hours a day to the tasks outlined herein and in Attachment I. Provision of fewer services than as stated will result in a proportionate pro-rata reduction in compensation associated with the respective services.
11. AGENCY shall immediately notify CONTRACTOR of the results of any audit where CONTRACTOR has not met the requirements for the respective compensation. CONTRACTOR may, if possible and appropriate, provide additional documentation or information, which shall be received toward fulfilling any of such requirements. Examples of such documentation include, but are not limited to, completion of a discharge summary or other physician notes in the medical record, and documentation of outpatient clinics performed. When all documentation and actions are considered, if CONTRACTOR is still in default of any one of the requirements, as noted above, then the compensation associated

with that/those item(s) shall be subtracted, as appropriate, from the total fees that are to be paid in the subsequent month.

12. If CONTRACTOR is under suspension from the Medical Staff or fails to report on a monthly basis the specific hours of service provided to AGENCY for a selected one week period each month at the time payment is due, or if CONTRACTOR has not fully completed the proper documentation of the services provided, according to the bylaws and the rules and regulations of the Medical Staff of HOSPITAL, then monthly payment shall be withheld until the respective suspension(s) are lifted, the documentation completed, or payment is authorized by the HOSPITAL Chief Executive Officer or HOSPITAL Medical Director. The AGENCY shall pay no interest on any payment which has been withheld in this manner.
13. All payments by AGENCY shall be to an account managed by CONTRACTOR, which shall be responsible for distributing appropriate amounts to its providers. CONTRACTOR is responsible for establishing and administering said account, and CONTRACTOR shall have no claim against AGENCY so long as AGENCY has made all necessary payments to said account.
14. Should AGENCY discover an overpayment made to CONTRACTOR, the overpayment amount shall be deducted from future payments due to CONTRACTOR under this Agreement until the full amount is recovered. Should deduction from future payments not be possible, CONTRACTOR shall repay any overpayment not deducted within thirty (30) days of demand by AGENCY.
15. The maximum amount to be paid under this Agreement is \$4,783,529.35 per fiscal year.