

**PHYSICIAN AGREEMENT FOR PSYCHIATRIC SERVICES  
BETWEEN VENTURA COUNTY BEHAVIORAL HEALTH DEPARTMENT AND  
JAMES P. YEZUITA, M.D.**

This Agreement is made and entered into by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as (COUNTY), and JAMES P. YEZUITA, M.D., a duly licensed physician, hereinafter referred to as (CONTRACTOR), whose address is [REDACTED]. This Agreement shall be effective December 17, 2012, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for a period of 6.5 months, that is through June 30, 2013. Subject to mutual consent of COUNTY and CONTRACTOR, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement may be extended for up to two additional one-year periods.

**SECTION I  
SERVICES TO BE RENDERED**

The COUNTY hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as physician, and shall perform professional medical services (psychiatric) under the auspices of and as requested by the VENTURA COUNTY BEHAVIORAL HEALTH (VCBH) Director, VCBH Medical Director, or the VENTURA COUNTY MEDICAL CENTER (VCMC) Medical Director, and is to provide such services at all times in strict accordance with the currently approved methods and practices of his/her professional specialty.

The services to be performed by CONTRACTOR are set forth in Exhibit A, attached hereto. CONTRACTOR'S services will be provided based on CONTRACTOR'S availability and a mutually agreed schedule that takes into account CONTRACTOR'S availability and COUNTY'S needs for the provision of services and coverage. Changes with regard to the current agreed schedule may be made by mutual agreement based on changes in CONTRACTOR'S availability and COUNTY'S needs for the provision of services and coverage. Because of COUNTY'S need for coverage and overall scheduling to provide necessary services, CONTRACTOR shall generally provide at least four (4) weeks advance notice, in writing, to the VCBH Director or designee, of a requested schedule change based on changes in CONTRACTOR'S anticipated availability; provided that if COUNTY is reasonably able to accommodate less advance notice, less advance notice will be acceptable. Requested schedule changes will be approved, in writing, by the VCBH Director or designee.

Because COUNTY may experience fluctuations in patient census or have reduced or increased needs for coverage or provision of services, COUNTY may unilaterally reduce CONTRACTOR'S period or periods for provision of services and/or coverage based on such factors and COUNTY'S needs, despite CONTRACTOR'S availability. If additional service or coverage is needed by COUNTY, and CONTRACTOR is available and willing to provide additional services and/or coverage, CONTRACTOR'S agreed service or coverage schedule may

be increased from time to time, as mutually agreed, to meet such needs. COUNTY'S right to develop a plan for or to utilize flexible service or coverage approaches is fully reserved.

## **SECTION II COMPENSATION OF CONTRACTOR**

COUNTY shall compensate CONTRACTOR for services rendered under this Agreement as detailed in Exhibit B, attached hereto.

## **SECTION III PROPERTY RIGHTS OF THE PARTIES**

All inventions, designs, improvements and discoveries made solely and exclusively by CONTRACTOR prior to or during the term of this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the exclusive property of CONTRACTOR, and COUNTY shall have no right of any nature whatsoever regarding them.

## **SECTION IV OBLIGATIONS OF COUNTY**

During the term of this Agreement, COUNTY agrees:

1. Malpractice Coverage - to provide professional liability (malpractice) coverage which will cover CONTRACTOR and COUNTY while CONTRACTOR is practicing under the auspices of the VCBH Director or Medical Director, irrespective of time at which such claim(s) may be filed or settled, and irrespective of the status of CONTRACTOR and COUNTY at said time.
2. Space - to provide necessary space for the performance of CONTRACTOR'S professional duties under this Agreement.
3. Supplies - to provide supplies necessary to 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 service.
4. Support Services - to provide necessary support personnel required for the proper operation of medical services. COUNTY shall provide for accreditation surveys and quality control and survey programs.
5. Billing for Services Rendered - to bill and collect for all medical services rendered by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall not bill for such services in that CONTRACTOR'S sole compensation for services performed pursuant to this Agreement shall be the compensation set forth in this Agreement.

6. Responsibilities - the responsibilities of COUNTY under this Article shall be subject to its discretion and usual purchasing practice, budget limitations and applicable laws and regulations.

## **SECTION V OBLIGATIONS OF CONTRACTOR**

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

1. License, DEA registration, and Staff Membership - keep in full force and effect their unrestricted license as a California physician and surgeon, Drug Enforcement Agency (DEA) registration, and membership in good standing and privileges on the Medical Staff of VCMC, which oversees physician staff privileges for VCBH.
2. Conduct in Community - conduct himself/herself at all times with due regard to public conventions and morals. CONTRACTOR further agrees not to do or commit any acts that will reasonably tend to degrade him or bring him into public hatred, contempt or ridicule, or that will reasonably tend to shock or offend the community, or to prejudice COUNTY or the medical profession in general.
3. Private Practice of Medicine - The premises of COUNTY shall not be used by CONTRACTOR as an office for the private practice of medicine or other private business endeavors.
4. Return of Equipment and Supplies - on the termination of this Agreement or whenever requested by COUNTY, CONTRACTOR shall immediately deliver to COUNTY the equipment and supplies in his possession or under his control belonging to COUNTY in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
5. Access to Records - Until the expiration of four years after the furnishing of the services provided under this Agreement, CONTRACTOR will make available to the Secretary, US. 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 subcontractor 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.
6. Responsibility of CONTRACTOR for Services - 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 VCBH'S and VCMC'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.

7. Responsibility of CONTRACTOR for Documentation - CONTRACTOR shall be responsible for the correct documentation of services provided, or the supervision of services provided, to a patient. CONTRACTOR shall sign and place in the patient record the appropriate documentation of the services rendered. This documentation shall be accurate and legible. CONTRACTOR is responsible for assuring that in cases where he or she provides evaluation and management (E&M) services, a patient's medical record includes appropriate documentation of the applicable key components of the E&M service provided or supervised by CONTRACTOR (including, but not limited to, patient history, physician examination, and medical decision making), as well as documentation to adequately reflect the procedure or portion of the service performed by the CONTRACTOR. CONTRACTOR shall document his or her presence during the key portion of any service or procedure for which payment is sought.
8. Cooperation with Compliance Efforts of VCMC - CONTRACTOR agrees to cooperate with VCMC as may be required for VCMC 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 for the Accreditation of Health Care Organizations (JCAHO), any other agency that accredits VCMC, and all public and private third party payors, including without limitation, Medicare and Medi-Cal. CONTRACTOR has received VCMC's Code of Conduct, agrees to abide and to require its employees and agents to abide by the Code of Conduct and will execute a certification to that effect. CONTRACTOR shall cooperate with all compliance-related activities of VCMC, which includes, 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.
9. Representations and Warranties - CONTRACTOR represents and warrants that CONTRACTOR and all of its owners, officers, directors and managing employees are not, and during the term of the 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 goods or services 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 VCMC immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, VCMC shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.
10. Business Associate Agreement - CONTRACTOR agrees to execute and abide by the Business Associate Agreement, attached as Exhibit D and incorporated by reference.



#10575

**SECOND AMENDMENT TO THE AGREEMENT FOR LOCUM TENENS  
PSYCHIATRIC PHYSICIAN SERVICES**

**LOCUMTENENS.COM, LLC**

This Second Amendment to the Agreement for Locum Tenens Psychiatric Physician Services, which became effective July 1, 2012, is made and entered into by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY," and LOCUMTENENS.COM, LLC, hereinafter referred to as "CONTRACTOR."

The parties hereby agree that the Agreement is amended as follows:

- I. Effective with respect to the service period of July 1, 2012 through June 30, 2013, Exhibit B, Payment Provisions, Section A Contract Maximum shall be modified to read as follows:

**A. CONTRACT MAXIMUM**

The maximum total amount of this agreement shall be increased from \$100,000 to \$170,000 (an increase of \$70,000), for the service period of July 1, 2012 through June 30, 2013.

- II. Except for the modifications described herein, all other terms and conditions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates written below.

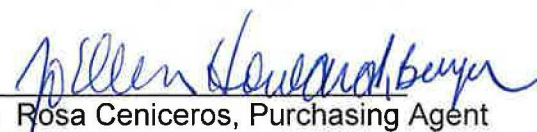

CONTRACTOR

By   
Vice President

Date 10/9/2012

By   
Chief Financial Officer

COUNTY

By   
 Rosa Cenicerros, Purchasing Agent

Date 11/26/12

## **SECTION VI TERMINATION**

This Agreement shall terminate immediately upon the occurrence of any of the following:

1. 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.
2. The failure to cure within thirty (30) days of written notice any neglect by CONTRACTOR of his duties under this Agreement.
3. The failure to cure within thirty (30) days of written notice a breach of the obligations of COUNTY to CONTRACTOR under this Agreement.
4. Where in the determination of the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof.
5. A material breach according to the Business Associate Agreement, Exhibit D.
6. The restriction, revocation or suspension of the medical license or DEA permit of CONTRACTOR to practice medicine in the State of California.
7. By mutual consent of both parties.
8. The termination or full suspension of CONTRACTOR's membership and privileges on the VCMC medical staff.
9. Upon mutual Agreement by COUNTY and CONTRACTOR that a change in laws or standards has arisen which prohibits or restricts the terms of this Agreement.
10. A budgetary action by the Board of Supervisors reducing or eliminating funding for this Agreement.
11. After the initial 12 month period, upon sixty (60) days notice, with or without cause, from either party to the other.

Termination of this Agreement shall not necessarily result in CONTRACTOR'S loss of medical staff privileges and membership. However, information regarding the CONTRACTOR may be brought to the attention of the VCMC Medical Staff for consideration of Peer Review and their adjudication.

## **SECTION VII 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 COUNTY 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. No agreement, statement, or promise not contained in this Agreement shall be valid or binding. No amendment or addition to this Agreement shall be valid unless made in writing and signed by both parties.
3. Notices - Notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed to COUNTY by addressing and delivering such notices to the VCBH Director, Ventura County Behavioral Health Department, 1911 Williams Drive Suite 200, Oxnard, California 93036, and to CONTRACTOR at the address listed in this Agreement. Each party may change its address by written notice in accordance with this paragraph. 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 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 COUNTY 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 ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither CONTRACTOR'S compensation, nor any other consideration or remuneration, to CONTRACTOR or any member of CONTRACTOR'S family, currently or in the future, is or will be based on

any expectation of referrals, or on CONTRACTOR'S making or not making referrals to any particular person, entity or facility.

7. Contract Preparation - 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 to be the party which 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, COUNTY shall not 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 the approved methods of practice of their professional specialty and in accordance with the rules and regulations promulgated by VCBH and VCMC.
9. Subcontract 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 COUNTY 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 COUNTY 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 COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. COUNTY 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 further agrees to hold COUNTY harmless from and to compensate COUNTY for any claims against COUNTY 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 COUNTY - Should CONTRACTOR be sued based upon actions of COUNTY, through no fault of and not due to actions of CONTRACTOR, or of

CONTRACTOR'S subcontractors, employees, or agents, COUNTY shall indemnify, defend and hold harmless CONTRACTOR from any loss, cost, damage, expense or liability which may arise from any such suit.

12. **Dispute Resolution** - The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures. In addition, the CONTRACTOR agrees that if he or she opposes any action of the VCBH Director or designee, or a VCBH Physician in charge, the CONTRACTOR shall first adhere 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;
  - b. If the dispute involves another department in the COUNTY, 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 COUNTY, the matter shall be submitted to a resolution committee comprised of: one (1) member from the VCMC Medical Executive Committee that is chosen by the CONTRACTOR, one (1) member from VCBH that is chosen by the COUNTY, and a third member chosen from VCBH that is mutually chosen by the first two members of the resolution committee;
  - d. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
13. **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 COUNTY. 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.
14. **Administration** - This Agreement shall be administered on behalf of COUNTY by the VCBH Director, VCMC Administrator, or the VCBH/VCMC designees.



15. 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.
16. Corporate Status of CONTRACTOR - If CONTRACTOR is a corporation, where appropriate in the context, references to "CONTRACTOR" in this Agreement shall be deemed to mean or include CONTRACTOR'S physician employee who is to perform the medical services (psychiatric) contracted for under this Agreement.
17. Non-Discrimination - 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 mental handicap is medically significant to the provision of appropriate medical care to the patient.
18. Access and Use of County Technology – As part of this contract CONTRACTOR shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the CONTRACTOR who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) COUNTY information technology in the course of his, or her, work for the COUNTY is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any COUNTY information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the COUNTY.
19. No Substitution Without Written Approval - By this Agreement, COUNTY contracts for the services of CONTRACTOR and CONTRACTOR may not substitute services by another without prior written approval of the VCBH Director and Medical Director.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

CONTRACTOR

Dated: 12/05/2012

By Juanita P. Guevara MD  
Name and Title

COUNTY

Dated: 12/28/12

By Elaine Augustine for Meloney Roy  
Meloney Roy, Behavioral Health Director



## **EXHIBIT A**

### **Adult and Youth and Family Outpatient Psychiatrist: Mental Health Services to be provided**

CONTRACTOR shall perform the following services:

1. Provision of all services and documentation must be in compliance with VCBH policies and procedures as well as State and Federal Regulations including: completion and documentation of psychiatric evaluations according to VCBH policies and procedures; and completion of documentation in the medical record that justifies diagnosis and identifies functional impairment so as to clearly establish medical necessity for treatment.
2. Participation as a member of the treatment team in the development of clinical treatment plans and approval, by signature, of medically necessary services for referred clients.
3. Review and approval, by signature, of all treatment plans for clients referred by clinical staff.
4. Provision of psychiatric consultation to the service staff as requested or clinical need dictates.
5. Management of clients' medication within the community standard.
6. Provision of field-based (in a location other than the clinic) psychiatric treatment when clinically indicated and/or requested by the VCBH Medical Director or Director.
7. When team clients are hospitalized at Hillmont Psychiatric Center (HPC): compliance to HPC policies and procedures; attendance when requested at clinical case conferences; participation in the development of a medication regime and treatment plan; and collaborative work with Inpatient psychiatrist in developing continuity of treatment.
8. Provision of psychiatric consultation to program clients hospitalized in VCMC when requested.
9. When requested, participate with Peer Review and Utilization Review Committee in accordance with Utilization Review policies and procedures.
10. Timely preparation of reports and correspondence of a clinical nature for the benefit of a client's case.
11. Provision of psychiatric testimony in court when required.
12. Response to Medication Monitoring reviews within the established timelines.
13. Provision of back-up psychiatric care to other programs as requested.
14. Adherence to the agreed upon work schedule, which will be established in writing between CONTRACTOR and VCBH Regional Manager. VCBH requires four weeks advance written notice for any planned absences or deviation from the agreed upon schedule. For illness or other unplanned absences, CONTRACTOR must contact the program, prior to the first scheduled appointment so as to avoid inconvenience to patients.
15. Attend and/or provide service-related training pre-approved by the VCBH Director.
16. CONTRACTOR shall be compensated for no more than the mutually agreed upon monthly hours without prior written approval of the VCBH Director or designee, except in situations when a clinical emergency requires a physician response.
17. Participation in any E-prescribing system as required by VCBH.
18. CONTRACTOR will be assigned a primary care clinic to facilitate the integration of mental health services into primary care. It is anticipated that the collaboration between primary care and behavioral health will improve health outcomes.

CONTRACTORS' assigned to serve as a Physician Coordinator shall perform the following services in addition to the services described above:

1. Assist the VCBH Medical Director in oversight of clinical practice of CONTRACTOR'S assigned programs.

2. Assist the VCBH Medical Director in developing clinical guidelines, monitoring quality of care, and providing consultation to other physicians.
3. Provide Medical Director coverage in the event of the VCBH Medical Director's absence.
4. Assist the VCBH Medical Director in conducting physician performance improvement reviews.
5. Assist the VCBH Medical Director in coordination of care across agencies and across disciplines by attending interdisciplinary and interagency meetings at the request of the VCBH Medical Director or VCBH Director.

## **EXHIBIT B**

### **COMPENSATION OF CONTRACTOR**

1. CONTRACTOR shall be paid according to the following for services provided from December 17, 2012 through June 30, 2013:

A. For services provided to VCBH

- i. CONTRACTOR shall be paid monthly, for the month prior, at the Adult Outpatient (Board Certified) program rate detailed in the attached rate schedule (Exhibit C) for the provision of Psychiatric services. Should CONTRACTOR and COUNTY mutually agree that CONTRACTOR shall be assigned to provide Psychiatric services for other VCBH programs, CONTRACTOR will be paid at the rate applicable to the assigned VCBH program per Exhibit C. CONTRACTOR shall not work more than the mutually agreed upon service schedule, pursuant to the terms contained herein.

- ii. Quality Services Compensation

CONTRACTOR will be eligible to receive additional compensation for the provision of Quality Services. The Quality Services Form, incorporated by reference, shall be used to measure the provision of Quality Services by the CONTRACTOR. CONTRACTOR will earn \$7 per hour for achieving a score of 10 out of 12 on at least two peer reviewed randomly selected charts. CONTRACTOR will earn \$3 per hour for demonstrating leadership as a member of a multidisciplinary treatment team in support of VCBH initiatives (as determined by the VCBH Medical Director or Designee). In total, CONTRACTOR will be eligible to earn up to \$10 per hour in Quality Services compensation for each hour worked during the month. If CONTRACTOR fails to provide these services or meet these expectations, CONTRACTOR will not be eligible for the Quality Service Compensation. Quality Services compensation is only available to CONTRACTORS that serve in those programs designated to receive this compensation per Exhibit C.

- iii. Productivity Incentive Pay

As detailed in Exhibit C Column F, certain physician programs are eligible to receive Productivity Incentive Pay. CONTRACTORS deemed eligible to receive Productivity Incentive Pay are entitled to receive monthly productivity incentive pay for 55% or higher productivity at the sole discretion of the COUNTY, separate and apart from the base hourly pay specified in section 1(A)(i) above. The Productivity Incentive Pay is calculated by determining the CONTRACTOR'S average productivity percentage for the following two terms (1) July through December and (2) January through June. If a CONTRACTOR's contract term begins or ends in the middle of one of the above mentioned terms, their productivity for that term will be prorated and

based on the average productivity percentage achieved during the term in which their contract started or ended. Based on the average productivity achieved in each term, CONTRACTOR is entitled to receive additional hourly incentive pay for each hour worked in an eligible program (as noted in Exhibit C) according to the rate schedule below:

<b>Productivity Targets</b>	<b>Hourly Productivity Incentive Pay Rate</b>
55-59%	\$3
60-64%	\$5
65-69%	\$7
70% +	\$10

There will be a one-month delay following the end of each six-month term to determine productivity. Payment of all Productivity Incentive Pay will be made two months after the end of each six-month term. In no event will the aggregate amount of incentive payments exceed \$10,400 annually without the written approval of the VCBH Director. The formula for productivity is as follows:

Hours of Client Service/(Total Hours Worked minus Other Productive Time) =  
Productivity Percentage

Hours of Client Service is defined as those units that are documented and reported through the management information system. Other Productive Time (OPT) is defined as the time dedicated to duties that are assigned by the VCBH Director and/or Medical Director that are not related to direct client services but which are determined to be of value to the department and the clients it serves. OPT for each physician shall be: (1) determined by the VCBH Director and/or Medical Director, (2) mutually agreed upon in advance, and (3) documented in writing.

- iv. The compensation specified in sections 1(A)(i), 1(A)(ii), and 1(A)(iii) above shall constitute the full and total compensation for all services provided to VCBH, including without limitation, administrative, teaching, research, if required under this Agreement, and professional to be rendered by CONTRACTOR pursuant to the Agreement.
2. CONTRACTOR will maintain, report, and retain time records, in accordance with the requirements of Federal and State laws, and as specified by COUNTY. CONTRACTOR shall report on a monthly basis the specific hours of service provided to COUNTY during the term of this Agreement.
3. To receive payments for services described above in Section 1(A)(i) and 1(A)(ii), CONTRACTOR must submit an appropriate invoice/claim to VCBH after the month in which the services are provided. COUNTY shall pay the compensation due pursuant to the invoice/claim within ten (10) working days after a valid invoice/claim is received in

the office of the Ventura County Auditor Controller. To receive payments for services described above in Section 1(A)(iii), CONTRACTOR must submit an appropriate invoice/claim to VCBH within two months after the end of each six month term described in Section 1(A)(iii). COUNTY shall pay the compensation due pursuant to the invoice/claim within ten (10) working days after a valid invoice/claim is received in the office of the Ventura County Auditor Controller. If CONTRACTOR is under suspension from the Medical Staff at VCMC at the time payment is due, payment shall be withheld until the suspension is lifted or payment is authorized by the VCBH Director or VCMC Administrator. The COUNTY shall pay no interest on any payment which has been withheld.

4. 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. COUNTY shall have no obligation to pay invoices/claims of CONTRACTOR that are not received within thirty (30) days from the date of termination of this Agreement.
5. The maximum amount that will be encumbered for this Agreement shall not exceed **\$124,800** for the service period of December 17, 2012 through June 30, 2013.

# EXHIBIT C

## PHYSICIAN RATE SCHEDULE

A	B	C	D	F
Program	Base Rate (per hr)	Crisis Residential On Call Base Rate (Flat Rate)	Billingual Rate (\$5 per hr)	Eligible to Receive Productivity Pay
Adult Outpatient <sup>1, 2</sup>	\$95		payable, if applicable	Yes
Adult Residential Services Field Based Services <sup>2</sup>	\$105		payable, if applicable	Yes
Casa de Esperanza <sup>1, 2, 3</sup>	\$95		payable, if applicable	Yes
Conditional Release Program (CONREP) <sup>2</sup>	\$110		payable, if applicable	No
Crisis Residential Weekday <sup>3</sup>	\$120		payable, if applicable	No
Crisis Residential Weekend <sup>3, 4</sup>	\$120		payable, if applicable	No
Crisis Residential Night On Call	\$0	\$625 per week (5 pm-8am)	payable, if applicable	No
Empowering Partners through Integrative Community Services (EPICS) <sup>1, 2, 3</sup>	\$95		payable, if applicable	Yes
Integrated Dual Diagnosis Treatment (IDDT) <sup>2</sup>	\$100		payable, if applicable	Yes
Older Adult Outpatient <sup>2</sup>	\$100		payable, if applicable	Yes
Prevention and Early Intervention (PEI) <sup>1, 2</sup>	\$95		payable, if applicable	Yes
Quality Assurance	\$120		not applicable	No
Screening, Triage, Assessment, and Referral (STAR) <sup>1, 2</sup>	\$95		payable, if applicable	Yes
Transitions <sup>2</sup>	\$105		payable, if applicable	Yes

<sup>1</sup>**Board Certification.** CONTRACTOR will be eligible to receive \$5 per hour if they are Board Certified. If a CONTRACTOR becomes board certified after the start of the contract term, the board certification rate will be paid as of the date the certification was obtained. <sup>2</sup>**Quality Services.** CONTRACTOR will be eligible to earn up to \$10 per hour for the provision of Quality Services as defined in Exhibit B. <sup>3</sup>**Specialty Populations.** CONTRACTOR will receive \$5 per hour for specialty population services. <sup>4</sup>**Crisis Residential Weekend Coverage.** CONTRACTOR will receive \$5 per hour for weekend coverage.



## EXHIBIT D

### BUSINESS ASSOCIATE AGREEMENT

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in the Privacy Rule, Security Rule, or HITECH Act, as applicable.

#### **I. Definitions**

- a. Breach shall have the same meaning as the term “breach” in section 13400 of the HITECH Act (42 U.S.C. § 17921).
- b. Business Associate shall mean **James P. Yezuita, M.D.**
- c. Covered Entity shall mean the County of Ventura.
- d. Electronic Health Record shall have the same meaning as “electronic health record” in section 13400 of the HITECH Act (42 U. S. C. § 17921).
- e. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-05, and the regulations promulgated there under.
- f. Individual shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- g. Privacy Rule shall mean the standards for the Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A & E.
- h. Protected Health Information shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from on or behalf of Covered Entity.
- i. Required by Law shall have the same meaning as the term “required by law” in 45CFR 164.501.
- j. Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- k. Security Rule shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, subparts A and C.
- l. Unsecured Protected Health Information shall have the same meaning as the term “unsecured protected health information” in section 13402 of the HITECH Act 42 U. S.C. § 17932.

## **II. Obligations and Activities of Business Associate**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement. Such safeguards shall include compliance with the requirements of the Security Rule, including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within two calendar days of the discovery of such disclosure, any Breach of Protected Health Information not provided for by this Agreement, of which it becomes aware, including any Breach of Unsecured Protected Health Information. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during the Breach.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, received from, created, or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in a reasonable time and manner.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available, to Covered Entity, or to the Secretary, in a reasonable time and manner or as

designated by the Secretary, for the purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Upon request by an Individual, Business Associate shall provide an accounting to the Individual of disclosures of Protected Health Information made by Business Associate. The accounting shall include disclosures made in the six years prior to the date the accounting is requested, unless Business Associate maintains the Protected Health Information in an Electronic Health Record, in which case the accounting shall include disclosures made in the three years prior to the date the accounting is requested. The accounting shall include all information required by 45 CFR 164.528 and the HITECH Act.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual. This paragraph shall not apply to remuneration received in circumstances specified in section 13405(d) of the HITECH Act (42 U. S. C. § 17935(d) (2)).

### **III. Specific Use and Disclosure Provisions**

- a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may use Protected Health Information to report violations of

law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

#### **IV. Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **V. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

#### **VI. Term and Termination**

- a. Term. This Exhibit "D" shall be effective as of December 17, 2012, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Exhibit "D" by Business Associate, Covered Entity shall either:
  - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity.
  - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- c. Termination by Business Associate. Upon Business Associate's knowledge of a material breach of this Exhibit "D" by Covered Entity, Business Associate shall either:
1. Provide an opportunity for Covered Entity to cure the breach or end the violation and terminate this Agreement if Covered Entity does not cure the breach or end the violation within the time specified by Business Associate.
  2. Immediately terminate this Agreement if Covered Entity has breached a material term of this Exhibit "D" and cure is not possible; or
  3. If neither termination nor cure is feasible, Business Associate shall report the violation to the Secretary.
- d. Effect of Termination
1. Except as provided in paragraph (2), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Exhibit to such Protected Health Information and limit further uses and disclosures of such Protected Health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **VII. Miscellaneous**

- a. Regulatory References. A reference in this Exhibit to a section in the Privacy Rule, the Security Rule, or the HITECH Act means the section as in effect or as amended.
- b. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, the HITECH Act, and the Security Rule.

- c. Survival. The respective rights and obligations of Business Associate under Section VI.d of this Exhibit shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Exhibit shall be resolved to permit Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the HITECH Act.