



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

August 28, 2000

AGENDA: September 19, 2000

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: APPROVAL OF MENTAL HEALTH AGREEMENT

Dear Board Members:

This letter seeks Board approval for an existing Mental Health contract which is shown on the 2000-01 Continuing Agreements List as a Section II, but now requires Board approval as a Section III agreement because of rate, term and contract maximum amount changes.

The agreement with CompHealth, Inc. (County Contract No. 1752-01) has provided the Mental Health program with locum tenens psychiatrists on an as needed basis since November, 1998. These "temporary" psychiatrists are utilized while recruitment efforts to fill County staff psychiatry vacancies are in process. Mental Health has had one such vacancy since mid-June and does not anticipate being able to hire a psychiatrist until January, 2001.

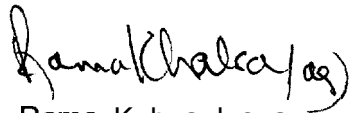
The attached contract with CompHealth, Inc. is a two-year agreement effective July 1, 2000 and reflects a rate increase from \$97 to \$107 per hour. The encumbrance for 2000/01 is being increased to a new maximum of \$110,000 which will fund six months of services from this particular locum tenens provider.

Sufficient funds exist within the current Mental Health budget and no additional county funds are needed or requested.

It is, therefore, RECOMMENDED that your Board:

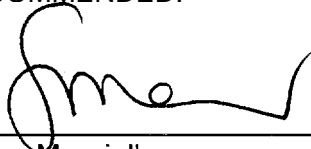
Approve the attached two-year agreement with CompHealth, Inc. (Budget Index 363141, Subobject 3647) effective July 1, 2000, and authorize the Health Services Administrator to sign.

Sincerely,



Rama K h a l s a
Health Services Administrator

RECOMMENDED:



Susan Mauriello
County Administrative Officer

RK:PS
Attachment

cc: County Administrative Office
Auditor-Controller
County Counsel
Health Services Agency
Mental Health & Substance Abuse Services

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0163

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: HEALTH SERVICES AGENCY (Mental Health) (Dept.)
Ran Khair (Signature) 8/29/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency)
and CompHealth, Inc. P.O. Box 57915 Salt Lake City UT 84157 (Name & Address)
2. The agreement will provide qualified locum tenens Psychiatrist(s) to the County's Mental Health program.
3. The agreement is needed to provide the above.
4. Period of the agreement is from July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 110,000 through June 30, 2001 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Auditor: This is a Continuing Agreement - Section III
7. Appropriations are budgeted in 363141 (Index#) 3647 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C001752-01 Date 9/17/00
are not will be
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the HEALTH SERVICES (Agency).
County Administrative Officer

Remarks:

____ (Analyst) BY _____ Date _____

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was presented by
said Board of Supervisors as recommended by the County Administrative Officer by an order entered
in the minutes of said Board on _____ 19 _____ By _____ Deputy Clerk

28

Contract No.: COO1 752-01
index No.: 363141/363170
Subobject: 3647

SANTA CRUZ **COUNTY** HEALTH SERVICES AGENCY
INDEPENDENT CONTRACTOR AGREEMENT

This CONTRACT is entered into this **1st day of July** 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **CompHealth, Inc.**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

To provide COUNTY'S Health Services Agency with qualified locum tenens Psychiatrist(s) for the purpose of meeting the medical staffing needs of the Mental Health Division. CONTRACTOR duties further delineated in Attachment A.

2. COMPENSATION. In consideration-for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at the rate of \$107.00 per hour. Compensation includes all transportation costs and all per diem costs necessary to accomplish the result contracted for.

CONTRACTOR shall bill COUNTY monthly. Claims shall be sent to **Neal Adams, M.D., Medical Director, Community Mental Health, P.O. Box 962, Santa Cruz, CA 95061.**

3. TERM. The term of this contract shall be from the date of execution until **June 30, 2002.**

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

a. CONTRACTOR will indemnify and hold harmless COUNTY, its employees, directors and agents from and against professional liability, not greater than the limit of primary professional liability coverage, including attorney's fees and disbursements, which may be sustained or suffered by COUNTY or any of its officers, agents, employees and volunteers as a result of any action or omission by CONTRACTOR or its referred physician(s) in the course of the performance of services covered by this Agreement but only to the extent that any such loss is attributable to the action or omission of CONTRACTOR or its referred physician(s).

COUNTY will indemnify and hold harmless CONTRACTOR, its employees, directors and agents from and against professional liability, not greater than the limit of primary professional liability coverage, including attorney's fees and disbursements, which may be sustained or suffered by CONTRACTOR or any of its employees, directors, and agents as a result of any action or omission by COUNTY or its employees in the course of the performance of services covered by this Agreement but only to the extent that any such loss is attributable to the action or omission of COUNTY or its employees.

COUNTY and CONTRACTOR agree to notify one another, within seventy-two hours

after discovery of any incident, occurrence, asserted or unasserted claim, or cause of action involving or relating to any CONTRACTOR physician arising out of an assignment with COUNTY.

b. CONTRACTOR shall indemnify and hold COUNTY harmless for any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid by the CONTRACTOR with respect to CONTRACTOR and CONTRACTOR'S officers, employees, and agents, and independent contractors engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain professional liability for each subcontractor as set forth in Paragraph 6 (a) below. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

a. CompHealth will provide malpractice insurance coverage in the amounts of \$1 million per occurrence, \$3 million annual aggregate per physician for each physician CompHealth provides to perform services under this Agreement. CompHealth does not carry a commercial general liability policy or automobile liability insurance for its locum tenens physicians.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

a. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, mental or physical disability, medical condition (cancer related), marital status, gender, pregnancy, sexual orientation, age (over 18), veteran status or any other **nonmerit** factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

"Discriminate, Discrimination or Discriminatory" - shall mean any act, policy or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's age (over 18), race, color, creed, religion, national origin, ancestry, mental or physical disability, marital status, pregnancy, gender, or sexual orientation. "Discrimination" includes the assertion of an otherwise valid reason for action as a subterfuge or pretext for prohibited discrimination.

b. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees in relation to this Agreement the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, mental or physical disability, medical condition (cancer related), marital status, gender, sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the gender, race, disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders this CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Paragraph 7 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
9. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
10. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
11. TRAVELING EXPENSES, FOOD AND LODGING. CONTRACTOR shall not make any additional claim for travel expense, food or lodging related to this Agreement.

0167

Contract No.: CO01752-01, 2000-2002


12. If COUNTY fails to pay fees when due, or otherwise fails to keep commitment under this Agreement, this Agreement may be terminated by CONTRACTOR giving notice to COUNTY. CONTRACTOR'S right to terminate will not be waived because CONTRACTOR does not enforce each term at all times. Termination will be effective when CONTRACTOR notifies COUNTY.
13. CONTRACTOR'S services are invoiced bi-weekly. Payment is due within 30 days after receipt of an invoice (NET 30).
14. COUNTY represents that it is not currently under investigation by any state or federal governmental agency for Medicare or Medicaid false claims, fraud, or abuse. Further, COUNTY represents that COUNTY'S currently practicing physicians and staff have not been sanctioned by a state or federal governmental agency, that COUNTY and COUNTY'S currently practicing physicians and staff are not excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of COUNTY facility is initiated by any state or federal governmental agency, or it is discovered that the representations contained in this Agreement are false, CONTRACTOR reserves the right to terminate this Agreement immediately.
15. The prevailing party will be entitled to receive reimbursement for all expenses, including interest and attorney fees, incurred to enforce the Agreement.
16. Any changes must be in writing and signed by both parties. If any provision of the Agreement is found to be invalid, the other provisions will remain effective.
17. **ATTACHMENTS.** This Agreement includes the following: Attachment A. Additional Duties and Responsibilities.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written:

COUNTY OF SANTA CRUZ


Rama Khalsa
Health Services Administrator

CONTRACTOR


CompHealth, Inc.
P.O. Box 57915
Salt Lake City, Utah 84157-0915

(800) 328-3035 -- Phone
(801) 284-6810 -- Fax

Approved as to Insurances:

Janet McKimley 7-21-2000
Risk Management Division Chief

Approved as to Form:

[Signature]
County Counsel

Distribution:

County Administrative Office
County Counsel
Auditor-Controller
Health Services Agency
Community Mental Health
Contractor

1752-01 CompHealth 2000-2001 / 7.18.00



COUNTY OF SANTA CRUZ
AND
COMPHEALTH, INC.

Additional Duties and Responsibilities

CONTRACTOR shall:

1. Provide documentation of Psychiatrist(s) licensure and credentials.
2. Provide COUNTY with Psychiatrist(s) acceptable to COUNTY'S Mental Health Medical Director.
3. Reimburse Psychiatrist(s) directly.
4. Pay for Professional Liability (i.e. malpractice) insurance for any and all Psychiatrist(s) provided under this Agreement to COUNTY. This is in excess of any Professional Liability insurance maintained by Psychiatrist(s) or COUNTY and shall be considered primary coverage.

CONTRACTOR and COUNTY agree:

1. This Agreement will be governed by the terms of the State of California.