



## Butte County Board of Supervisors Agenda Transmittal

Clerk of the Board Use Only

Agenda Item:

3.14

**Subject:** Agreement with Sierra-Cascade Research Associates, Inc.

**Department:** Behavioral Health

**Meeting Date Requested:** 6/11/13

**Contact:** Anne Robin, Director    **Phone:** 891-2850

**Regular Agenda**

**Consent Agenda** ✓

**Department Summary:** *(Information provided in this section will be included on the agenda. Attach explanatory memorandum and other background information as necessary).*

Gerald E. Maguire, MD of Sierra-Cascade Research Associates, Inc. is a licensed medical doctor, who provides services in the specialized field of psychiatry as required for adult clients at the Butte County Department of Behavioral Health (BCDBH) Paradise Treatment Center.

BCDBH requests approval to renew the agreement with Sierra-Cascade Research Associates, Inc. for the provision of psychiatric services. The term of this agreement will be July 1, 2013 through June 30, 2014. The maximum financial obligation under this agreement shall not exceed \$40,500.

**Fiscal Impact:**

Funding for this agreement is provided through federal Medi-Cal funds. There is no impact to the County General Fund.

**Personnel Impact:**

Does not apply.

**Action Requested:**

Approve agreement and authorize the Chair to sign subject to review by County Counsel and Auditor-Controller.

**Administrative Office Review:** Sang Kim, Deputy Chief Administrative Officer

**CONTRACT SERVICES AGREEMENT BETWEEN  
COUNTY OF BUTTE  
AND  
SIERRA-CASCADE RESEARCH ASSOCIATES, INC.  
GERALD E. MAGUIRE, M.D.  
FY 2013/2014**

PROVIDER:

SIERRA-CASCADE RESEARCH ASSOCIATES, INC.  
MD PROVIDER

Business Address: (Provider)

1710 RYAN ROAD

PARADISE, CA 95969

**EXECUTIVE SUMMARY\***

<b>Annual Contract Amount:</b>	\$40,500
<b>Expected Annual Units of Service:</b>	300 hours
<b>Cost Per Unit:</b>	\$135 per hour
<b>Type of Service Provided:</b>	Provider will provide psychiatric services for clients of Butte County in addition to other related administrative tasks.
<b>Term:</b>	7/1/13 – 6/30/14

**\*This summary is not to be used as a part of the attached Agreement for the description or provision of services, basis for payment, or terms as represented in the actual document.  
It is provided for information only.**

**CONTRACT SERVICES AGREEMENT  
BETWEEN  
COUNTY OF BUTTE  
AND  
SIERRA CASCADE RESEARCH ASSOCIATES, INC.  
FY 2013/2014**

THIS AGREEMENT is made and entered into by and between the County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as COUNTY, and [Sierra Cascade Research Associates, Inc.](#), hereinafter referred to as PROVIDER.

WITNESSETH:

WHEREAS, the PROVIDER will provide services in accordance with the requirements of Title 9, Subchapters 3 and 4, of the California Administrative Code; and

WHEREAS, the mental health services provided by the COUNTY will be enhanced and improved by the services of the PROVIDER.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereto agree as follows:

1. DUTIES OF PROVIDER

- A. PROVIDER shall perform medical work in the specialized field of psychiatry as required for clients of the COUNTY and other duties as approved by County Director/Medical Director or their designee.
- B. PROVIDER shall assess, diagnose, provide consultation for other medical services, and offer treatment to clients.
- C. PROVIDER shall participate in the electronic maintenance of records and charts and the compilation and preparation of reports, and/or daily logs as requested, including but not limited to the use of all Electronic Health Record Utilities, such as the electronic progress note and electronic prescription requests.
- D. PROVIDER shall allow access to their individual Microsoft Outlook Calendar to County's Director, Medical Director, Assistant Directors, Program Manager, Clinical Supervisor and Support Staff.
- E. PROVIDER shall maintain a minimum of sixty percent (60%) direct client contact or tasks specifically related to direct client contact.
- F. PROVIDER shall comply with all applicable provisions of Division 5 of the Welfare and Institutions Code.
- G. PROVIDER shall consult with staff physicians and paramedical disciplines regarding care of patients including, but not limited to, medical and diagnostic work performed.
- H. PROVIDER shall attend required trainings and/or meetings upon the request of the COUNTY. Any additional training requested by PROVIDER shall be pre-approved by County Medical Director.
- I. PROVIDER may participate in the "On Call" responsibilities of the Psychiatric Health Facility (PHF) and the 23 hr Crisis Stabilization Unit. "On Call" time will be in addition to the regular hours of service provided under this Agreement.
- J. The responsibilities and duties of the PROVIDER shall include any appearances in any legal proceedings on behalf of the Department and/or COUNTY of Butte, where the need for such appearances arises out of the PROVIDER'S work under this Agreement.

- K. It is recommended that PROVIDER attend the monthly medical staff meeting.
- L. Work sites may include the County's Outpatient/Inpatient Mental Health Centers throughout Butte County.

2. COMPENSATION AND METHOD OF PAYMENT

- A. For the performance of such services, COUNTY agrees to pay PROVIDER a maximum compensation of FORTY THOUSAND FIVE HUNDRED DOLLARS (\$40,500)

- (1) On – Call responsibilities, for the purposes of this agreement, means;
  - i. PROVIDER shall remain available and ready to respond to calls within 2 hours from the time of notification;
  - ii. PROVIDER shall remain available by telephone;
  - iii. PROVIDER shall remain within a reasonable distance from the Psychiatric Inpatient Unit or the Crisis Stabilization Unit in order to respond to calls;
  - iv. PROVIDER shall refrain from activities which may impair the PROVIDER's ability to perform assigned duties.

- (2) For these additional on-call responsibilities, PROVIDER shall be compensated by either Weekend or Weekday shift, whichever is applicable, as detailed in Exhibit A of this agreement, incorporated herein per this reference.

- B. Exhibit A provides an estimate of hours worked and estimated costs associated with services described in Section 1 of this Agreement. The parties hereto agree that Exhibit A is required by the State of California as a general guideline covering the costs and services associated with this Agreement.

- (1) COUNTY will compensate PROVIDER in arrears for hours worked. PROVIDER shall only claim for actual hours in which PROVIDER delivers services or performs tasks directly related to the delivery of services. PROVIDER shall bill the COUNTY by submitting a Claim for Professional and Special Services form, Exhibit B which by reference is attached hereto and incorporated into this Agreement provided by COUNTY. The claim shall contain the following information: The service dates, number of hours and/or "On Call" shifts provided multiplied by the agreed upon rate, and total charges. A completed W-9, Request for Taxpayer Identification Number and Certification, shall be submitted with the initial invoice.

- C. This Agreement provides for the full compensation to PROVIDER for services required hereunder.
- D. PROVIDER shall submit all claims for services rendered via this Agreement within 30 days of Agreement termination date. COUNTY shall not pay claims received after 30 days of Agreement termination date unless claims are approved by the Director of Butte County Department of Behavioral Health.

3. DURATION AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2013 through June 30, 2014.
- B. Either the PROVIDER or the COUNTY may terminate this Agreement at any time by serving thirty (30) days written notice upon the other party.
- C. The COUNTY may terminate this Agreement immediately upon serving notice to the PROVIDER if the PROVIDER is found to not be in compliance with Section 4.A of this Agreement or if it is determined by the COUNTY that the PROVIDER has engaged in personal or professional misconduct.

- D. The COUNTY may terminate this Agreement immediately in the event that the State of California does not allocate monies sufficient to fund it or in the event the Board of Supervisors does not appropriate monies adequate to fund it, provided, however, that PROVIDER shall be reimbursed for all services furnished to COUNTY through date of termination.

4. GENERAL

- A. PROVIDER shall be licensed as a physician and surgeon in the State of California and practice in the field of psychiatry. PROVIDER shall provide a copy of the license to the County prior to beginning work. PROVIDER is deemed to be an independent contractor and shall be wholly responsible for the manner in which he/she performs the services required by the terms of this Agreement.
- B. PROFESSIONAL ETHICS: PROVIDER shall adhere to all County, State, and Federal laws, policies, regulations, and statutes, including but not limited to County's BCDBH's Compliance Plan and the Code of Ethics contained therein. As a member of the medical profession, a psychiatrist must recognize responsibility not only to clients, but also to society, to other health professionals, to fellow staff, and to self. Furthermore, a psychiatrist shall respect the rights of clients, of colleagues, and of other health professionals within the constraints of the law. Therefore, any violations of the aforementioned County's BCDBH Compliance Plan or Code of Ethics may be reported to the appropriate licensing authority.
- C. DISALLOWANCES: PROVIDER shall be required to comply with County's BCDBH's Compliance Plan, which may exceed standards and requirements set forth by State and Federal entities. PROVIDER shall be accountable for services delivered under the mental health guidelines, and if an audit conducted by County, State and/or Federal authorities determines that the services furnished hereunder were documented or billed incorrectly as per the law, then the amount of disallowance may be due by PROVIDER to COUNTY.

Notwithstanding any other provision of this Agreement, PROVIDER shall hold COUNTY harmless from and against any loss to PROVIDER resulting from any such PROVIDER caused State denials, unresolved Explanation of Balance (EOB) claims, and/or Federal and/or State audit disallowances for such Title XIX Short-Doyle/Medi-Cal services.

- D. Withhold Payment For Nonsubmission of County Data System Documentation and/or Other Information: County may withhold payment from PROVIDER, if any County data systems data and/or other information is not submitted by PROVIDER to County in accordance with the terms of this Agreement. County shall give PROVIDER written notice of its intention to withhold payment hereunder, including the reason(s) for its intended action. Thereafter, PROVIDER shall have 15 days either to correct deficiencies, or to request reconsideration of the decision to withhold payment.

E. PROVIDER STATUS

- (1) It is understood and agreed that PROVIDER is an independent contractor and that no relationship of employer-employee exists between the parties hereto. PROVIDER shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, Workers' Compensation, medical insurance, sick leave, etc. COUNTY is not required to make any deductions from the compensation payable to PROVIDER under the provisions of this Agreement. As an independent contractor, PROVIDER hereby holds 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.
- (2) It is further understood and agreed by the parties hereto that PROVIDER in the performance of its obligation hereunder is subject to the direction of COUNTY merely as the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

- (3) If, in the performance of this Agreement, PROVIDER employs any third persons, such persons shall be entirely and exclusively under direction, supervision, and control of PROVIDER. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by PROVIDER; and COUNTY shall have no right or authority over such persons or the terms of such employment.

F. CONFLICT OF INTEREST

- (1) PROVIDER shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
- (2) This provision does not run exclusively to COUNTY; but rather it expressly also runs to those persons receiving services provided for herein. In the event a potential conflict arises, PROVIDER will immediately advise COUNTY so that the potential conflict can be eliminated or avoided.
- (3) COUNTY enters this Agreement upon the express representation that PROVIDER has no other Agreements in effect with COUNTY.

G. INSURANCE

- (1) Without limiting PROVIDER indemnification, PROVIDER shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by PROVIDER, his agents, representatives, employees, and subcontractors. At the very least, PROVIDER shall maintain the insurance coverage, limits of coverage and other insurance requirements as described in Attachment I, which by reference is made part of this Agreement. Certificates evidencing the maintenance of PROVIDER's insurance coverage shall be filed with COUNTY. Said certificates must be on file before payment for services will be released.
- (2) COUNTY will provide Professional Liability insurance coverage for PROVIDER to cover the services performed under the terms of this Agreement.

H. INDEMNIFICATION

- (1) It is agreed that PROVIDER shall defend, save harmless and indemnify COUNTY, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of PROVIDER, its officers and/or employees.
- (2) It is further agreed that COUNTY shall defend, save harmless and indemnify PROVIDER, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of COUNTY, its officers and/or employees.
- (3) In the event of concurrent negligence of PROVIDER, its officers and/or employees, and COUNTY, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

- I. CONFIDENTIALITY: PROVIDER shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 CFR, Parts 160 and 164, to comply with

applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with WIC Sections 5328 through 5330, inclusive, HIPAA, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. PROVIDER shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. PROVIDER shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PROVIDER, its officers, employees, or agents.

J. NONDISCRIMINATION: PROVIDER shall comply with COUNTY's nondiscriminatory policies which are in writing and available, and which address the employment of personnel, or any other respect of employment or provision of services so as not to discriminate on the basis of race, color, religion, national origin, ancestry, sex, sexual preference, age, physical or mental disability, or marital status.

K. NONDISCRIMINATION IN EMPLOYMENT: PROVIDER shall not discriminate against any employee, applicant for employment, governing board member, applicant for governing board membership, or volunteer because of race, color, creed, religion, national origin, sex, age, marital status, sexual preference or physical or mental disability. PROVIDER shall take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, creed, religion, sex, national origin, age, marital status, sexual preference or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. PROVIDER agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by PROVIDER setting forth the provisions of this Equal Opportunity Clause. PROVIDER shall provide an atmosphere free of sexual harassment for employees, clients, and volunteers.

L. NONDISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES

(1) PROVIDER'S nondiscriminatory policies shall be in writing, be available to the appropriate persons, be practiced in the admission of clients, be adhered to in the assignment of accommodations of provision of services, or in any other respect so as not to discriminate because of color, race, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability in accordance with Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal Law. For the purpose of this Agreement, distinctions on the grounds of race, color, creed, marital status, sexual preference or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any services; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. For the purpose of this Agreement, facility access for the handicapped must comply with the Rehabilitation Act of 1973, Section 504. COUNTY and PROVIDER will take affirmative action to insure that intended beneficiaries are provided services without regard to race, color, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability.

(2) All complaints alleging discrimination in the delivery of services by PROVIDER because of color, race, creed, national origin, religion, sex, age, marital status, sexual preference or physical or mental disability should be resolved through the Butte County Patients' Rights Advocate.

- M. APPLICABLE LAW AND FORUM: This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in the County of Butte.
- N. ASSIGNMENT: This Agreement is not to be assigned by PROVIDER in whole or in part, without the express written consent of COUNTY.
- 5. NOTICES: Notices, claims, correspondence, reports, and/or statements required under this Agreement shall be deemed to have been sent/served when it is deposited in the United States Mail, postage prepaid, and addressed to the following parties:

PROVIDER: [Sierra-Cascade Research Associates, Inc.](#)  
Gerald Maguire, M.D.  
[1710 Ryan Road](#)  
[Paradise, CA 95969](#) (530) 877-6841

COUNTY: Butte County Department of Behavioral Health  
Administrative Support Division  
109 Parmac Road, Suite 1  
Chico, CA 95926-2118 (530) 891-2980  
(530) 895-6548 (Fax)

- 6. ALTERATION OF TERMS: No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all signatories.

7. PROVIDER'S DISCLOSURE OF OWNERSHIP

- A. Pursuant to 42 C.F.R. § 455.104, all County contractors, subcontractors/network providers must disclose ownership information set forth in in subsection C(1).
- B. PROVIDER must be required to submit updated disclosures to the COUNTY upon submitting the provider application, before entering into or renewing contracts, and within 35 days after any change in the PROVIDER'S ownership or upon request of the County.

(1) Disclosures to be Provided:

- a. The name and address of any person (individual or corporation) with an ownership or control interest in the PROVIDER. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- b. Date of birth and Social Security Number (in the case of an individual);
- c. Other tax identification number (in the case of a corporation with an ownership or control interest in the PROVIDER, of 5 percent (5%) or more interest);
- d. Whether the person (individual or corporation) with an ownership or control interest in the PROVIDER is related to another person with ownership or control interest in the same or any other PROVIDER of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the PROVIDER has a 5 percent or more interest is related to another person with ownership or control interest in the PROVIDER as a spouse, parent, child, or sibling;
- e. The name of any other disclosing entity in which the PROVIDER or subcontractor has an ownership or control interest; and



- f. The name, address, date of birth, and Social Security Number of any managing employee of the PROVIDER.

8. MEANINGFUL USE INCENTIVE PAYMENTS

- A. PROVIDER hereby grants and assigns to COUNTY any rights PROVIDER may have to submit claims for and receive the entire amount of PROVIDER's EHR Incentive Payments to the County of Butte Medi-Cal and/or Medicare program, or any other applicable federal or state governmental authority, such assignment shall include, but not be limited to, EHR Incentive Payments received from the Medicare or Medi-Cal programs, or their designees for administering the EHR Incentive Program, as applicable.

- (1) **EHR Incentive Payments** means Medicare Incentive Payments and Medicaid

- (2) **EHR Incentive Program** means the EHR technology incentive program created by the HITECH Act, including without limitation the provisions set forth at 42 U.S.C. § 1395w-4(o), 42 U.S.C. § 1395ww(n), 42 U.S.C. § 1396b(t), and the regulations set forth at 42 C.F.R. Part 495, as amended from time to time.

- B. County shall be solely entitled to submit claims for and to collect the entire amount of PROVIDER'S EHR Incentive Payments. County shall retain all rights to any of PROVIDER's EHR Incentive Payments accrued prior to the termination of PROVIDER's employment.

- C. PROVIDER shall cooperate with County to allow such claim submission and collection under PROVIDER's name with approvals and assignment documentation giving County authority as attorney in fact to submit claims for such PROVIDER EHR Incentive Payments in PROVIDER's name.

- (1) PROVIDER shall not, under any circumstances (including, without limitation, the non-payment or insolvency of a third party payor or termination of PROVIDER's employment), submit claims for or otherwise seek EHR Incentive Payments from the Medicare or Medi-Cal programs for any of PROVIDER's EHR Incentive Payments earned or accrued during the PROVIDER's employment.

- 9. CalPERS ANNUITANT QUESTIONNAIRE: Provider shall disclose as an individual (sole proprietor), or for individual provider sub-contractors or agents, information on the status of CalPers eligibility and/or receipt of CalPers benefits. Disclosure must be completed using Attachment 2, herein incorporated and made a part of this contract.

10. CONCLUSION

- A. This Agreement, consisting of fourteen (14) pages, including Exhibit A, Exhibit B, Attachment 1 and Attachment 2 is the full and complete document describing services to be rendered by the PROVIDER to the COUNTY, including all covenants, conditions, and benefits.

- B. This Agreement supersedes any and all agreements that may exist between the PROVIDER and the COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Gerald Maguire, M.D.  
Sierra-Cascade Research Associates, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Anne Robin, MFT, Director  
Butte County Department of Behavioral Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bill Connelly, Chair  
Butte County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Paul Hahn, Chief Administrative Officer  
by the Clerk of the Board of Supervisors

\_\_\_\_\_  
Date

Approved for budgetary control, Contract Division, GSD by: \_\_\_\_\_

Approved as to Form, County Counsel by: \_\_\_\_\_

PROVIDER: [Sierra Cascade Research Associates, Inc.](#)  
BUDGET CODE: [541-011 536](#)  
COST CENTER: [DM](#)  
CONTRACT MONITOR: [Kimura/Kennelly](#)  
AUDITOR NO: \_\_\_\_\_

EXHIBIT A  
 TO AGREEMENT BETWEEN COUNTY OF BUTTE  
 AND  
 SIERRA CASCADE RESEARCH ASSOCIATES, INC.  
 FY 13/14

Services to Be Delivered	From	To	Total Hours	Hourly Rate	Total for Hours
<b>Service Hours</b>	7/1/2013	6/30/2014	300	\$ 135	\$ 40,500
<b>FY 13-14 Contract Maximum</b>					\$40,500.00

EXHIBIT B

**County of Butte**  
**OROVILLE, CALIFORNIA**  
 Professional and Specialized Services

**Claimant:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City & State** \_\_\_\_\_  
**Date of Claim:** \_\_\_\_\_

SUBMIT CLAIM TO DEPARTMENT RECEIVING GOODS OR SERVICES

MM/YY	Rate per hr	Admin/ CME Time	Position Class		Service Location			Admin/ CME Time	Weekday Shifts	Weekend Shifts	Service Location	Contract Number
Date	Hours		\$300 / shift	\$2560 / shift		Date	Hours					Amount
			WkdayShifts	WkENDShifts								
1						17						
2						18						
3						19						
4						20						
5						21						
6						22						
7						23						
8						24						
9						25						
10						26						
11						27						
12						28						
13						29						
14						30						
15						31						
16												
S/T	0	0	0	0		0	0	0	0	0		

<b>Weekly Hours</b>												<b>TOTAL</b>
<b>Weekday On-Call Shifts</b>												
<b>WeekEND On-Call Shifts</b>												

**BCDBH SIGN-OFF/APPROVAL DATE** Position Class: **OPI** (On Site Psychiatrist Inpatient), **OPO** (Onsite Psych Outpatient), **FNPO** (Family Nurse Practitioner Outpatient), **TP** (Tele-Psychiatrist)

Service Location Coding: ('A' codes: Adult programs, 'K' codes: Youth Programs)	Contract Total	\$	-
<b>AB</b> -Iversen Center, <b>AC</b> -Chico, <b>AG</b> -Gridley, <b>AJ</b> -AB109, <b>AN</b> -SEARCH(Chico), <b>AO</b> -Oroville	Previously Billed	\$	-
<b>AP</b> - PHF(Chico), <b>AS</b> -SEARCH (Oroville), <b>AT</b> -Treatment Court, <b>AU</b> -Paradise, <b>AW</b> -Calworks	Current Claim	\$	-
<b>DC</b> -Crisis, <b>DS</b> -23 Hour Unit, <b>KC</b> -Chico, <b>KG</b> -Gridley, <b>KO</b> -Oroville, <b>KP</b> -Paradise, <b>TP</b> -Tele Psyc	Balance Avail.	\$	-

I, the undersigned, declare under penalty of perjury that the services or articles claimed have been performed or delivered, and that this claim is true and correct as stated.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ At \_\_\_\_\_, CA \_\_\_\_\_  
 Signature of Claimant

I, the undersigned, declare under penalty of perjury that the services or articles specified above have been performed or delivered and there is a Budget Appropriation [ ] or specific Board Approval [ ] (check one) for the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ At \_\_\_\_\_, CA \_\_\_\_\_  
 Department Head or Authorized Deputy

Dept. Code \_\_\_\_\_ Exp. Code \_\_\_\_\_ PAYABLE FROM \_\_\_\_\_ FUND \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE - AUDITOR'S USE ONLY							
DEPT. & SUB.	PROJ.	SUB.OBJ.	CLAIM NO.	INV. NO.	DATE	ENCUMB.	GROSS AMT.

**ATTACHMENT 1**  
**STANDARD INSURANCE REQUIREMENTS**

**Before the commencement of work, PROVIDER shall submit Certificates of Insurance and Endorsements evidencing that PROVIDER has obtained the following forms of coverage and minimal amounts specified:**

*MINIMUM SCOPE OF INSURANCE*

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185).
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance - As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease. *(Not required if PROVIDER provides written verification he or she has no employees.)*
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required. **(If not contracting for professional services, delete this paragraph.)**

**B. MINIMUM LIMITS OF INSURANCE**

- 1.) **General Liability:** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The PROVIDER or PROVIDER's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability:** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the PROVIDER to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease
- 4.) **Professional Liability Insurance (If not contracting for professional services, delete this paragraph)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contactor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the PROVIDER shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS**

**1. General liability insurance policies shall be endorsed to state:**

- a.) The County, its officers, officials, employees and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or at the direction of the PROVIDER, including products and completed operations of the PROVIDER; premises owned, occupied or used by the PROVIDER; or automobiles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- b.) PROVIDER's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the PROVIDER's insurance and shall not contribute with it.
- c.) PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**2. Construction contracts.** Construction contracts must also provide an endorsement for Automobile liability insurance, which includes the items listed in D1 above.

**E. ACCEPTABILITY OF INSURANCE CARRIERS.**

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the PROVIDER's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

**F. VERIFICATION OF COVERAGE.**

PROVIDER shall furnish the County **certificates of insurance** and original **endorsements** affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract.

Certificates of insurance shall state that the insuring agency agrees to endeavor to mail to County written notice 30 days before any of the insurance policies described herein are cancelled. PROVIDER agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, reduces in coverage or policy limits the insurance coverages described herein.

**G. SUBCONTRACTORS.**

PROVIDER shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

**ATTACHMENT 2**  
**CaIPERS ANNUITANT QUESTIONNAIRE**



**California Public Employees' Retirement System**  
**Customer Account Services Division**  
**Retirement Account Services Section**  
P.O. Box 942709 Sacramento, CA 94229-2709  
TTY: (877) 249-7442  
**888 CaIPERS** (or **888-225-7377**) phone • (916) 795-3005 fax  
[www.calpers.ca.gov](http://www.calpers.ca.gov)

**MEMBER RECIPROCAL SELF-CERTIFICATION FORM**

Complete the following information and return this form to Butte County Behavioral Health **within 30 business days**:

**PROVIDER / CONTRACTOR NAME:** \_\_\_\_\_  
(Last) (First) (Middle)

**SOCIAL SECURITY NUMBER OR CaIPERS ID NUMBER:** \_\_\_\_\_

**NAME OF MOST RECENT RECIPROCAL RETIREMENT SYSTEM:** \_\_\_\_\_

**PERMANENT SEPARATION DATE FROM MOST RECENT RECIPROCAL RETIREMENT SYSTEM:**  
\_\_\_\_\_

**FIRST MEMBERSHIP DATE IN ANY PRIOR CALIFORNIA PUBLIC RETIREMENT SYSTEM THAT IS SUBJECT TO RECIPROCITY:** \_\_\_\_\_  
\_\_\_\_\_

*(Check the applicable statement)*

\_\_\_\_\_ I have not been a member of another California Public Retirement System within the last six months.

\_\_\_\_\_ I was a member and am retired from the \_\_\_\_\_ Retirement System and subsequently became employed by a CaIPERS-covered employer.

\_\_\_\_\_ I was a member of the \_\_\_\_\_ Retirement System and became employed by a CaIPERS-covered employer within six months after separating from employment with the previous reciprocal retirement system.

I hereby certify that the foregoing information is true and correct and any information found to be incorrect may require corrections to my account in the California Public Employees' Retirement System including, but not limited to, my date of membership. CaIPERS may make any necessary corrections to my account to ensure I am properly enrolled and eligible to receive the correct retirement benefits.

\_\_\_\_\_  
**SIGNATURE OF PROVIDER / CONTRACTOR**

\_\_\_\_\_  
**DATE**