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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date _____

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

EXMED, INC.

By _____
Title C.M. / COO

Date 10/15/15

By _____
Title Wade Exum MA Owner

Date 10/15/15

Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By _____
Deputy County Counsel 20151751

Date 10/22/15



EX Med. Inc.
Exhibit A
Scope of Services
Fiscal Year 2015/2016

SCOPE OF SERVICES

CONTRACTOR shall provide culturally and linguistically competent face-to-face, full spectrum, child, adolescent, and adult psychiatric services in specific Tulare County Mental Health Clinics, or designated sites as specified by the Tulare County Mental Health Director or his/her designee. CONTRACTOR shall provide up to seventy (70) hours per week, under the direction of the Tulare County Mental Health Director and the Tulare County Mental Health Medical Director or their designee.

CONTRACTOR shall utilize Tulare County Electronic Health Records System (AVATAR) to complete clinical documentation within three (3) business days from the date of service.

All original copies of the consumer's medical records must be retained in the consumer's chart and shall be stored at the Tulare County Mental Health Clinic site.

Training and documentation standards must be followed according to the Tulare County Mental Health Plan.

Copies of Professional License renewals shall be submitted to the Tulare County Mental Health Plan/Managed Care Department prior to the date of expiration.

Exhibit B
Compensation
Fiscal Years 2015/2016

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums.
- b. The maximum contract amount shall not exceed Seven Hundred Thousand Dollars (\$700,000.00). Payment shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment
- c. COUNTY agrees to pay CONTRACTOR for the services identified in EXHIBIT A as follows: \$212.50 an hour for evaluation and medication services provided by Adult Psychiatrists and \$233.00 an hour for services provided by Board Certified Child Psychiatrists, not to exceed the maximum contract amount stated above.
- d. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2016.
- e. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A**.
- f. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- g. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Fiscal Analyst at TulareMHP@tularehhsa.org, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. Copies of Professional License renewals shall be submitted to the Tulare County Mental Health Plan/Managed Care Department prior to the date of expiration.