

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("**COUNTY**"), and **Medical Group of Visalia, Inc. ("PROVIDER")**. **COUNTY** and **PROVIDER** are each a "**Party**" and together are the "**Parties**" to this Agreement, which is made with reference to the following:

- A. **COUNTY** wishes to retain the services of **PROVIDER** for the purpose of providing hospital physician ("**PHYSICIAN**") on-call coverage at Kaweah Delta Health Care District Hospital; and
- B. **PROVIDER** is a professional medical corporation which provides such services through contracts with **PHYSICIAN** duly licensed to practice in the State of California and who have the qualifications to provide the services required by **COUNTY**; and
- C. **PROVIDER** is willing to enter into this Agreement with **COUNTY** upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2020, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES and PAYMENT FOR SERVICES:** See attached Exhibit A.
- 3. **ADDITIONAL TERMS:** See attached Exhibit B.
- 4. **INSURANCE:** Before approval of this Agreement by **COUNTY**, **PROVIDER** must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** **COUNTY'S** "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. **COUNTY'S** "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** **PROVIDER** shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT**

<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (Must be completed by PROVIDER and submitted to County prior to approval of agreement.)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	Exhibit ____	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Contracts Unit
 Tulare County Health and Human
 Services Agency
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559-733-6318

PROVIDER:

Medical Group of Visalia, Inc.
 3632 W. Packwood Ave.
 Visalia, CA 93277
 Phone No.: 559-734-6701
 Fax No.: 559-623-9745

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: PROVIDER represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind PROVIDER to its terms. PROVIDER acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

10. INSURANCE: The parties agree that Paragraph 11, entitled **INSURANCE**, of the County of Tulare's General Agreement Terms and Conditions (GTC), is amended to add the following:

PROVIDER shall require PHYSICIAN to provide and maintain in force during the continuation of this Agreement, at no expense to COUNTY, medical malpractice insurance coverage with primary and/or excess limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. Insurance shall be from an admitted company in the State of California. Company shall also have a rating from AM. Best of at least "A (-)". Such proof of insurance shall provide coverage for the activities of PHYSICIAN performed pursuant to this Agreement. Within ten (10) days of first providing services pursuant to this Agreement, and prior to the annual expiration date of the current insurance policy term, PROVIDER shall provide evidence of PHYSICIAN'S malpractice coverage as described herein, to the COUNTY'S Health & Human Services Agency, Health Services Branch at the address set forth in paragraph 14. Such proof of insurance shall provide 30 days advance notice of cancellation or modification. PROVIDER shall ensure that no physician will provide services to COUNTY without proof of medical malpractice insurance in place. Physicians medical malpractice insurance shall be maintained for at least one (1) year after services for the COUNTY are completed.

11. INDEMNIFICATION AND DEFENSE:

The parties agree that Paragraph 12, entitled **INDEMNIFICATION AND DEFENSE**, of the County of Tulare's General Agreement Terms and Conditions (GTC), is amended to add the following as subsection (d):

(d) Notwithstanding the above, COUNTY acknowledges that neither PROVIDER or any of its employees are engaged in any fashion in the practice of medicine. PROVIDER is not licensed to practice medicine and shall have no control as to the means or the quality of medical services furnished by any PHYSICIANS, nor shall PROVIDER have any right or responsibility for making any determinations regarding PHYSICIANS' professional service assignments, schedule or practice. COUNTY acknowledges that PHYSICIANS are solely responsible for any injury or any loss to any party relating to or in any way arising out of PHYSICIANS' professional services at or on behalf of COUNTY and that PROVIDER shall have no such liability associated with those services.

12. TERMINATION

The parties agree that Paragraph 13, entitled **TERMINATION** subsection (d) of the County of Tulare's General Agreement Terms and Conditions (GTC), is amended to add the following:

COUNTY shall maintain the right to reject any on-site PHYSICIAN; such notification shall be made in writing to the PROVIDER. PROVIDER shall remove a PHYSICIAN and replace that PHYSICIAN in a timely matter, when requested to do so in writing by COUNTY.

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

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

Date: 11/13/18

Medical Group of Visalia, Inc.

By [Signature]
Print Name ONOR KAND
Title Co founder - president

Date: 11/13/18

By [Signature]
Print Name GURTEJ S. DILLON
Title vice president

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

JASON T. BRITT
ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By [Signature] 11/15/2018

Deputy
Matter # 20181427

**EXHIBIT A
SERVICES/COMPENSATION**

Services to be provided:

PROVIDER agrees to provide In-Patient SERVICES as a General Medicine provider to patients designated by COUNTY and such other related services as may from time to time be requested by the Director of Health Services or Medical Director, Health Services Branch of the Tulare County Health & Human Services Agency (herein, Medical Director). PROVIDER shall perform the services in a manner consistent with the level of care and skill ordinarily exercised by other like professionals practicing in the State of California under similar circumstances. PROVIDER shall notify Tulare County Health & Human Services Agency at the end of each on call assignment and provide County with patient information. PROVIDER agrees to admit, attend, round, discharge, and provide History and Physical services to County patients. PROVIDER will refer County patients to County primary care provider after discharge.

Hospital Services

County Bills		Provider's Initials	Patient Insurance Type	Reimbursed at:
YES	NO			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	Medi-Cal	Medi-Cal FFS rates
<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	TCMS	Medi-Cal FFS rates
<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	Medi-Cal Mgd.Care	Medi-Cal FFS rates
<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	Private Pay	Medi-Cal FFS rates
<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	All other	Per existing individual plan

Privilege Requirements:

Physician shall maintain hospital privileges as required.

Compensation to Physician:

Yes	N/A	Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	COUNTY will reimburse PROVIDER \$0.00 for each twenty-four (24) hour period PROVIDER is assigned "on-call" duties at the hospital.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	COUNTY will reimburse PROVIDER \$0.00 for each twelve (12) hour period PROVIDER is assigned "on-call" duties at the hospital.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Twelve (12) hour on-call shifts begin at 7:00 P.M. and end at 7:00 A.M. the following day.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	COUNTY will pro-rate and reimburse PROVIDER \$95.00 per hour for each 24 hour "on-call" shift completed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	County will pro-rate and reimburse PROVIDER \$95.00 per hour for hours worked less than the assigned shift.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	In addition to hourly rate physician shall be paid \$0.00 per confirmed billable In Patient Charge Slip Treatment Days.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The maximum amount to be paid under this agreement during Fiscal Year 2018/2019 is not to exceed TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$275,000) and the maximum amount to be paid during Fiscal Year 2019/2020 is not to exceed TWO HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (\$275,000) .

Reimbursement to Provider

1. Recognizing that PROVIDER is residing away from home while providing services to COUNTY, COUNTY shall pay the following expenses incurred by PROVIDER during the term of this Agreement:

Yes	N/A	Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	COUNTY shall pay for the PROVIDER'S lodging at a motel or hotel or apartment to be designated by and arranged for by COUNTY during the term of this Agreement.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PROVIDER shall be reimbursed per diem at the COUNTY rate.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PROVIDER shall be reimbursed for mileage where PROVIDER utilizes PROVIDER'S vehicle for any business travel which is required of PROVIDER during the course of this Agreement, including travel to and from PROVIDER'S lodging and work site. Mileage reimbursement shall be at the current COUNTY rate.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Car rental reimbursement shall be at the Economy rate. If a rental car is used, no mileage reimbursement shall be paid. Fuel reimbursement shall be allowed with receipt only.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If PROVIDER chooses to fly or take the train, PROVIDER shall be reimbursed at the Coach rate. PROVIDER shall be reimbursed for one round trip between PROVIDER'S home to Fresno, California for each agreed upon consecutive period of service.

** Hospital Services Addressed Above

Documents received will be reviewed for completeness of all necessary information of claim submission. If documents pass review, the invoice/impatient charge slip will be forwarded for processing provider reimbursement. If any additional information is needed, the documents will be returned with a letter requesting the needed information.

Provider submit documents to:

Tulare County Health & Human Services Agency
 Attention: Administrative Specialist – Health Services
 5957 S. Mooney Blvd.
 Visalia, CA. 93277

EXHIBIT B Additional Terms

PERTAINING TO AGREEMENT DATED: _____
BETWEEN TULARE COUNTY AND: _____

1. In the event PROVIDER does not receive payment for health care services provided under this Agreement, the Patient shall not be liable to the PROVIDER for any sums owed for such services, and PROVIDER agrees not to maintain any action against the Patient to collect such sums except for authorized co-payments and deductibles.

2. For services provided by PROVIDER outside of the clinic facility, PROVIDER shall provide for the maintenance and ready availability of medical records in accordance with professional standards.

3. PROVIDER shall provide specialty clinic(s) on a schedule mutually agreed to between COUNTY and PROVIDER.

4. PROVIDER shall make emergency services available as required by the hospital's mandated unattached call rotations where PROVIDER has admitting privileges.

5. PROVIDER understands that this Agreement is subject to the requirements of, and that the parties are bound by, Chapter 2.2 of Division 2 of the Health and Safety Code and of Subchapter 5.5 of Chapter 3 of Title 10 of the California Code of Regulations, whether or not such provisions appear in this Agreement.

6. PROVIDER shall continue to care for Patients upon termination of this Agreement until such time as care is completed or COUNTY can reasonably arrange and provide for medically appropriate care by another contracting health care provider.

7. PROVIDER shall participate in the COUNTY'S Grievance Review System, COUNTY'S Quality of Care Review System, and COUNTY'S Quality Improvement Program.

8. PROVIDER shall accept the amounts payable by COUNTY pursuant to this Agreement as payment in full for medical services provided to Patients under this Agreement. PROVIDER agrees and acknowledges that PROVIDER shall not seek any surcharge (as defined in regulations promulgated pursuant to the Knox-Keene Health Care Service Plan Act of 1975) from a Patient for Covered Services under any circumstances, including but not limited to COUNTY'S insolvency or nonpayment to PROVIDER. If COUNTY receives notice of any such surcharge or receipt of any other prohibited payment by PROVIDER, COUNTY shall in its discretion take necessary action to assist the affected Patient(s) in obtaining refund of the prohibited charges and to prevent a recurrence.

9. PROVIDER acknowledges that this Agreement is subject to filing obligations pursuant to *Unemployment Insurance Code 1088.8*. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include the PROVIDER'S full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. PROVIDER agrees to cooperate with County to make such information available and to complete DE form 542. Failure to provide the required information may, at COUNTY'S option, prevent approval of this contract. This Agreement is subject to Unemployment Insurance Code Section 1088.8 filing obligations within twenty days of entering into this Agreement.

Exhibit C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.