

1 **CONTRACT BETWEEN COUNTY OF LAKE AND SHEILA MCCARTHY, OCCUPATIONAL**
2 **THERAPIST, REGISTERED FOR OCCUPATIONAL THERAPY SERVICES IN SUPPORT OF**
3 **THE CALIFORNIA CHILDREN'S SERVICES PROGRAM (CCS) AND THE MEDICAL**
4 **THERAPY UNIT (MTU)**

5 THIS AGREEMENT, is entered into this Twenty-First day of February, by and between
6 the County of Lake, hereinafter "COUNTY" and Sheila McCarthy, Occupational Therapist,
7 hereinafter "CONTRACTOR".

8 **RECITALS**

9 WHEREAS, COUNTY is in need of a contractor to provide medically necessary
10 occupational therapy to Medical Therapy Program (MTP) clientele as authorized by CCS
11 Sacramento Regional Office onsite at the Lake County MTU.

12 WHEREAS, CONTRACTOR has a Bachelor of Science Degree in Occupational
13 Therapy from San Jose State University; and

14 WHEREAS, CONTRACTOR has forty years of experience with providing Occupational
15 Therapy including working with pediatric and special needs children; is licensed by the
16 California Board of Occupational Therapy and Certified by The National Board of Certification
17 in Occupational Therapy, Inc.

18 WHEREAS, CONTRACTOR is experienced, qualified and willing to provide said
19 services.

20 NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as
21 follows:

22 **ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES:**

23 CONTRACTOR shall work closely with the CCS Administrator and the Public Health
24 Nursing Director in all aspects of this agreement.

25 CONTRACTOR shall:

- 26 A. Provide medically necessary occupational therapy to MTP clientele as authorized by CCS
27 Dependent County Operations Section (DCOS) onsite at the Lake County Medical Therapy
28 Unit (MTU).
- 29 B. Work seven (7) hours per month on one mutually agreed upon work day.
- 30 C. Provide Occupational Therapy Consultation to pre-scheduled MTP clients per month for
31 therapy/parental consultation and functional goals documentation.
- 32 D. Document and enter therapy plans, progress notes, and/or reports including FISC scores
33 into CMSNET and/or utilize dictation services.
- 34 E. Collaborate with CCS Administrator, Physical Therapist, Public Health Aide, Orthotist and

CCS authorized vendors, as needed.

F. Maintain licensure with the State of California as established by the California Board of Occupational Therapy.

G. Maintain CCS paneling.

ARTICLE 2 - COUNTY RESPONSIBILITIES:

A. COUNTY shall compensate CONTRACTOR at the hourly rate of \$103.20 per hour for services provided herein. Maximum compensation during the term of this Agreement shall be \$3612.00

ARTICLE 3 - TERM:

The term of this Agreement shall be from February 1, 2018 through June 30, 2018, unless earlier terminated as hereinafter provided.

ARTICLE 4 - TERMINATION:

This Agreement may be terminated as follows:

A. By mutual consent of the parties.

B. By the COUNTY Board of Supervisors or the Health Services Director:

- (1) At any time upon refusal of CONTRACTOR to accept an assignment; or
- (2) At any time upon material breach of the provisions hereof; or,
- (3) At any time upon fifteen (15) days written notice to CONTRACTOR by County.

ARTICLE 5 - STANDARD OF CARE:

CONTRACTOR represents that she is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties, shall be performed, whether by CONTRACTOR or designated subcontractors, in a manner according to generally accepted health and dental health practices.

ARTICLE 6 - INDEMNIFICATION-HOLD HARMLESS:

CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of or alleged to arise out of, or resulting from or in any way connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damage, loss, injury or death is caused solely by the negligence of COUNTY.

1 **ARTICLE 7 - ASSIGNMENT:**

2 CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any
3 interest in the same without the prior written consent of COUNTY, except that claims for money
4 due or to become due CONTRACTOR from COUNTY under this Agreement may be assigned by
5 CONTRACTOR to a bank, trust company, or other financial institution without such approval.
6 Written notice of any such transfer shall be furnished promptly to COUNTY. Any attempt at
7 assignment of rights under this Agreement except for those specifically consented to by both
8 parties or as stated above shall be void.

9 **ARTICLE 8 - INDEPENDENT CONTRACTOR:**

10 It is specifically understood and agreed that in the making and performance of this
11 Agreement, CONTRACTOR is an independent contractor and is not an employee, agent or
12 servant of COUNTY.

13 **ARTICLE 9 - MODIFICATION:**

14 This Agreement may only be modified by a written amendment hereto, executed by both
15 parties; however, matters concerning scope of services which do not affect the agreed price may
16 be modified by mutual written consent of CONTRACTOR and COUNTY, executed by the Health
17 Services Director.

18 **ARTICLE 10 - NON-DISCRIMINATION:**

19 In the performance of the work authorized under this Agreement, CONTRACTOR shall not
20 unlawfully discriminate against any qualified worker because of race, religious creed, color, sex,
21 national origin, ancestry, physical disability, mental disability, medical condition, marital status or
22 age.

23 **ARTICLE 11 - ATTORNEY FEES AND COSTS:**

24 If any action at law or in equity is necessary to enforce or interpret the terms of this
25 Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and
26 necessary disbursements in addition to any other relief to which party may be entitled.

27 **ARTICLE 12 - INTEREST OF CONTRACTOR:**

28 CONTRACTOR hereby covenants that she has, at the time of the execution of this
Agreement, no interest, and that she shall not acquire any interest in the future, direct or indirect,
which would conflict in any manner or degree with the performance of services required to be
performed pursuant to the Agreement. CONTRACTOR further covenants that in the performance
of this work, no person having any such interest shall be employed.

ARTICLE 13 - SEVERABILITY:

If any provision of this Agreement is held to be unenforceable, the remainder of this
Agreement shall be severable and not affected thereby.

1 **ARTICLE 14 - NOTICES:**

2 All notices that are required to be given by one party to the other under this Agreement
3 shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a
4 properly addressed envelope and deposited with a United State Post Office for delivery by
5 registered or certified mail addressed to the parties at the following addresses, unless such
6 addresses are changed by notice, in writing, to the other party.

7 Department of Health Services
8 922 Bevins Court
9 Lakeport, CA 95453

Sheila J. McCarthy, OTR
2386 Hilltop Drive
Willits, CA 95490

10 **ARTICLE 15 - ADDITIONAL PROVISIONS:**

11 A. This Agreement shall be governed by the laws of the State of California. It
12 constitutes the entire Agreement, supersedes all proposals, oral and written, and all negotiations,
13 conversations and discussions heretofore and between the parties related to the subject matter of
14 this Agreement.

15 B. COUNTY shall retain all rights to all patient information acquired by CONTRACTOR
16 during the term of this Agreement.

17 **ARTICLE 16 - INSURANCE:**

18 CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has
19 obtained all of the insurance required herein, certificates of insurance have been submitted to
20 COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance
21 shall contain a provision that coverage afforded under the policies will not be canceled until at
22 least twenty (20) days prior written notice
23 has been given to COUNTY.

24 CONTRACTOR shall not allow any subcontractor to commence work on her subcontract
25 until the insurance required of subcontractor has been obtained.

26 Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to
27 comply with any of the requirements of this paragraph, shall constitute a material breach of the
28 entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY
within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

24 A. Compensation Insurance: CONTRACTOR shall procure and maintain, at
25 CONTRACTOR's own expense during the term hereof, Workers' Compensation Insurance for all
26 employees to be engaged in work. In case of any such work sublet, the CONTRACTOR shall
27 require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter
28 employees to be engaged in such work unless such employees are covered by the protection
afforded by CONTRACTOR's Workers' Compensation Insurance.

B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain, at

1 CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability
2 Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned
3 vehicles used in connection with CONTRACTOR's business in an amount of not less than
4 three-hundred thousand dollars (\$300,000.00) combined single limit coverage per occurrence.

5 CONTRACTOR shall not commence work under this Agreement until it has had delivered
6 to COUNTY an "Additional Insured Endorsement" naming COUNTY, its officers, employees, and
7 agents as additional insured under each of the aforesaid policies in this sub-paragraph.

8 **ARTICLE 17 - HIPAA COMPLIANCE:**

9 ADHERENCE TO APPLICABLE LAW: Contractor will adhere to Title 22 and all other
10 applicable Federal and State statutes and regulations, including the Health Insurance Portability
11 and Accountability Act (HIPAA) of 1996, and will make his/her best efforts to preserve data
12 integrity and the confidentiality of protected health information.

13 **EXECUTED** at Lakeport, California, on the day and year first written above.

14 **COUNTY OF LAKE**

15 **CONTRACTOR**
16 **Sheila McCarthy, OTR**

17 By: _____
18 Chair, Board of Supervisors

19 By: Sheila McCarthy

20 **ATTEST: CAROL J. HUCHINGSON**
21 Clerk of the Board of Supervisors

22 **APPROVED AS TO FORM:**
23 **ANITA L. GRANT**
24 County Counsel

25 By: _____
26 Deputy

27 By: [Signature]