

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 the First Day of July by and between the County of
6 Lake, hereinafter "COUNTY" and Sheila McCarthy, Occupational Therapist, hereinafter
7 "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 Integrated Systems of Care Division (ISCD) onsite at the Lake County Medical Therapy
28 Unit (MTU).
- 29 B. Work eighteen (18) hours per month on two mutually agreed upon work days. Will attend
30 MTC as scheduled up to 6 times per year 8 hours each MTC.
- 31 C. Provide Occupational Therapy Consultation to pre-scheduled MTP clients per month for
32 therapy/parental consultation and functional goals documentation.
- 33 D. Document and enter therapy plans, progress notes, and/or reports including FISC scores
34 into CMSNET and/or utilize dictation services.

- 1 E. Collaborate with CCS Administrator, Physical Therapist, Public Health Aide, Orthotist and
2 CCS authorized vendors, as needed.
- 3 F. Maintain licensure with the State of California as established by the California Board of
4 Occupational Therapy.
- 5 G. Maintain CCS paneling and obtain an NPI.
- 6 H. Contractor shall notify the CCS Administrator or Director of Nurses in that order by the end
7 of the first fifteen (15) minutes of his/her work shift if he/she is ill and/or unable to attend
8 work that day.
- 9 I. Request planned time off at least two weeks in advance.
- 10 J. Contractor shall submit monthly invoices to Lake County Health Services by the tenth of
11 each month for the prior month's work and expenses. Invoices will show actual expenses
12 and shall be accompanied by supporting documentation including mileage logs and time
13 study logs.

14 **ARTICLE 2 - COUNTY RESPONSIBILITIES:**

15 A. COUNTY shall compensate CONTRACTOR at the hourly rate of \$103.20 per hour
16 for services provided herein. Maximum compensation during the term of this Agreement shall be
17 \$27,244.80.

18 **ARTICLE 3 - TERM:**

19 The term of this Agreement shall be from July 1, 2018 through June 30, 2019, unless
20 earlier terminated as hereinafter provided.

21 **ARTICLE 4 - TERMINATION:**

22 This Agreement may be terminated as follows:

- 23 A. By mutual consent of the parties.
- 24 B. By the COUNTY Board of Supervisors or the Health Services Director:
- 25 (1) At any time upon refusal of CONTRACTOR to accept an assignment; or
- 26 (2) At any time upon material breach of the provisions hereof; or,
- 27 (3) At any time upon fifteen (15) days written notice to CONTRACTOR by
28 County.

29 **ARTICLE 5 - STANDARD OF CARE:**

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

1 **ARTICLE 6 - INDEMNIFICATION-HOLD HARMLESS:**

2 CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and
3 agents against and hold them harmless from any and all claims, losses, damages, and liability for
4 damages, including attorney fees and other costs of defense incurred by COUNTY, whether for
5 damage to or loss of property, or injury to or death of person, including properties of COUNTY and
6 injury to or death of COUNTY officials, employees or agents, arising out of or alleged to arise out
7 of, or resulting from or in any way 4201connected with CONTRACTOR's operations hereunder or
8 the performance of the work described herein, unless such damage, loss, injury or death is
9 caused solely by the negligence of COUNTY.

10 **ARTICLE 7 - ASSIGNMENT:**

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

18 **ARTICLE 8 - INDEPENDENT CONTRACTOR:**

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

22 **ARTICLE 9 - MODIFICATION:**

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

27 **ARTICLE 10 - NON-DISCRIMINATION:**

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

ARTICLE 11 - ATTORNEY FEES AND COSTS:

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

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

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

7 **ARTICLE 13 - SEVERABILITY:**

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

10 **ARTICLE 14 - NOTICES:**

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

16 Department of Health Services
17 922 Bevins Court
18 Lakeport, CA 95453

19 Sheila J. McCarthy, OTR
20 2386 Hilltop Drive
21 Willits, CA 95490

22 **ARTICLE 15 - ADDITIONAL PROVISIONS:**

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

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

29 **ARTICLE 16 - INSURANCE:**

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

36 CONTRACTOR shall not allow any subcontractor to commence work on her subcontract

until the insurance required of subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the 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:

A. Compensation Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Workers' Compensation Insurance for all employees to be engaged in work. In case of any such work sublet, the CONTRACTOR shall require subcontractor similarly to provide Workers' Compensation Insurance for all of the latter 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 CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than three-hundred thousand dollars (\$300,000.00) combined single limit coverage per occurrence.

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

ARTICLE 17 - HIPAA COMPLIANCE:

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

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

COUNTY OF LAKE

By: _____
Chair, Board of Supervisors

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board of Supervisors

By: _____
Deputy

CONTRACTOR
Sheila McCarthy, OTR

By: _____

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By:  _____