

1 **CONTRACT BETWEEN COUNTY OF LAKE AND TRINA MAIA FOR PHYSICAL THERAPY**
2 **SERVICES IN SUPPORT OF THE CALIFORNIA CHILDREN'S SERVICES PROGRAM**
3 **(CCS) AND THE MEDICAL THERAPY UNIT (MTU)**

4 THIS AGREEMENT, is entered into this 1st Day of July 2021, by and between the
5 County of Lake, hereinafter "COUNTY" and Trina Maia, Physical Therapist, hereinafter
6 "CONTRACTOR".

7 **RECITALS**

8 WHEREAS, COUNTY is in need of a contractor to provide medically necessary
9 physical therapy to Medical Therapy Program (MTP) clientele as authorized by CCS
10 Sacramento Regional Office onsite at the Lake County MTU and via secure telehealth
11 platform when required.

12 WHEREAS, CONTRACTOR has a Master's Degree in Physical Therapy from Loma
13 Linda University; and

14 WHEREAS, CONTRACTOR has twenty years of experience with providing physical
15 therapy including working with pediatric and special needs children; and

16 WHEREAS, CONTRACTOR is experienced, qualified and willing to provide said
17 services.

18 NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as
19 follows:

20 **I.**
21 **CONTRACTOR'S RESPONSIBILITIES**

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

24 CONTRACTOR shall:

- 25 A. Provide medically necessary physical therapy to MTP clientele as authorized by CCS
26 Dependent County Operations Section (DCOS) onsite at the Lake County Medical Therapy
27 Unit (MTU) and via secure telehealth platform when required.
- 28 B. Work twenty-four (24) hours per week on three mutually agreed upon work days.
- C. Provide physical therapy to several pre-scheduled MTP clients per week for
therapy/parental consultation, functional goal documentation, and IEP attendance when
requested.
- D. Document and enter therapy plans, progress notes, and/or reports including FISC scores
into CMSNET and/or utilize dictation services.
- E. Attend each Medical Therapy Conference (MTC) when scheduled, as a member of the
treatment team (MTC attendance replaces one work day for that week.)

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

15 **ARTICLE 2 - COUNTY RESPONSIBILITIES:**

- 16 A. COUNTY shall compensate CONTRACTOR at the hourly rate of \$108.50 per hour
17 for services provided herein. Maximum compensation during the term of this
18 Agreement shall be \$135,408.00. Payment will be made to contractor based on the
19 current County policy of 30 days from receipt and verification of invoice.

20 **ARTICLE 3 - TERM:**

21 The term of this Agreement shall be from July 1, 2021 through June 30, 2022, unless
22 earlier terminated as hereinafter provided.

23 **ARTICLE 4 - TERMINATION:**

24 This Agreement may be terminated as follows:

- 25 A. By mutual consent of the parties.
- 26 B. By the COUNTY Board of Supervisors or the Health Services Director:
- 27 (1) At any time upon refusal of CONTRACTOR to accept an assignment; or
- 28 (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.
- (4) At any time upon fifteen (15) days written notice to COUNTY by Contractor

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

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

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

7 CONTRACTOR further covenants that in the performance of this work, no person having any such
8 interest shall be employed.

9 **ARTICLE 13 - SEVERABILITY:**

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

12 **ARTICLE 14 - NOTICES:**

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

18
19 Department of Health Services
20 922 Bevins Court
21 Lakeport, CA 95453

22 Trina Maia, MPT
23 340 McReynolds Dr.
24 Angwin, CA 94508

25 **ARTICLE 15 - ADDITIONAL PROVISIONS:**

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

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

ARTICLE 16 - INSURANCE:

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

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.

ARTICLE 7 - ASSIGNMENT:

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

ARTICLE 8 - INDEPENDENT CONTRACTOR:

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

ARTICLE 9 - MODIFICATION:

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

ARTICLE 10 - NON-DISCRIMINATION:

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

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

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

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

14 B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain, at
15 CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability
16 Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned
17 vehicles used in connection with CONTRACTOR's business in an amount of not less than three-
18 hundred thousand dollars (\$300,000.00) combined single limit coverage per occurrence.

19 C. General Liability Insurance: CONTRACTOR shall have at least \$1,000,000
20 combined single limit per occurrence coverage for bodily injury, personal injury, and property
21 damage. If a general aggregate limit is used, then either the general aggregate limit shall apply
22 separately to this project/location or the general aggregate limit shall be twice the required per
23 occurrence limit. Contractor or contractor's insurance carrier shall notify County if incurred losses
24 covered by the policy exceed 50% of the annual aggregate limit.

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

28 **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.

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

2
3 COUNTY OF LAKE

CONTRACTOR
Trina Maia, MPT

4
5 By _____
6 Chair, Board of Supervisors

By: 
Trina Maia PT (May 7, 2021 15:29 PDT)

7
8 ATTEST: CAROL J. HUCHINGSON
9 Clerk of the Board

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

10 By: _____
11 Deputy

By: 