



# LASSEN COUNTY

## Health and Social Services Department

- **HSS Administration**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- **Grants & Loans Division**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-2683
- **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108 / 8112  
**Chestnut Annex**  
1400-A & B Chestnut Street  
Susanville, CA 96130  
(530) 251-8112
- **Patients' Rights Advocate**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8322
- **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- **Public Guardian**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8337
- **Community Social Services**  
**Lassen WORKS**  
P. O. Box 1359  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8152  
**Business & Career Network**  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 257-5057  
**Child & Family Services**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8277  
**Adult Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8158
- **HSS Fiscal**  
P. O. Box 1180  
Susanville, CA 96130

**Date:** September 25, 2018

**To:** Chris Gallagher, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Director  
Health & Social Services

**Subject:** Agreement with Iris Telehealth Medical Group, PA

### **Background:**

The Behavioral Health division of Lassen County Health and Social Services provides Mental Health and Substance Use Disorder services to county residents. The department proposes to ensure the continuity of care for current and new patients by contracting with Iris Telehealth Medical Group to provide the necessary psychiatry services.

### **Fiscal Impact:**

There is no impact to County General Fund. The Behavioral Health Department will seek Medi-Cal reimbursement for eligible expenditures and fund the remainder of the contract out of Budgets 110-751 and 110-771.

### **Action Requested:**

1) Approve the Agreement; and 2) authorize the County Administrative Officer to execute the Agreement.



## TELEPSYCHIATRY SERVICES AGREEMENT

THIS CONTRACT entered into on September 4, 2018, by and between Lassen County Behavioral Health, hereinafter referred to as "LCBH", and Iris Telehealth Medical Group, PA, hereinafter referred to as "Iris Telehealth" or the "Contractor."

WHEREAS, LCBH is contracting for services with Iris Telehealth to provide a licensed Psychiatrist or Psychiatrists or Advanced Practice Nurse Practitioner, herein referred to as Clinician, to provide needed mental health, intellectual disabilities, and substance abuse services, and;

WHEREAS, the Contractor is qualified to provide a Psychiatrist or Advanced Practice Nurse Practitioner, who can provide the services described herein, and has provided LCBH with adequate documentation regarding professional qualifications, and;

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

### SERVICES:

Iris Telehealth agrees to provide tele-psychiatric treatment for patients identified and scheduled by LCBH. Patient scheduling during the agreed upon hours of service will occur in thirty (30) minute sessions for returning and known patients and sixty (60) minute sessions for new LCBH patients and psychiatric evaluations. Clinicians will also receive thirty (30) minutes of administrative time each day. Clinician shall provide required documentation of services in the LCBH EMR system.

CONTRACT PERIOD: The term of this agreement shall be for a one-year period, effective upon the date of execution of this contract.

RENEWAL OF CONTRACT: Each Term shall automatically renew for subsequent periods of the same length as the initial Term for up to five (5) consecutive terms unless either party gives the other written notice of termination at least ninety (90) days prior to expiration of the then-current Term.

COMPENSATION: Iris Telehealth will bill LCBH for services, which will occur for a minimum of 16 hours per week on a mutually agreed upon schedule. Telepsychiatry Services provided by an adult psychiatrist will be invoiced at a rate of \$180-195 per hour. Telepsychiatry Services provided by a child psychiatrist will be invoiced at a rate of \$190-210 per hour. Telepsychiatry Services provided by a nurse practitioner will be invoiced at a rate of \$125-145 per hour. For a multi-lingual clinician, an additional charge of \$9 per hour will be added to the rate. The Contractor will submit a monthly invoice specifying dates and hours when services were rendered. Any additional compensation would be made by mutual agreement between LCBH and the Contractor.

LCBH agrees to pay this hourly rate to Iris Telehealth during periods when telecommunications equipment failure and/or internet access interruption is due to factors originating from LCBH's location. Iris Telehealth agrees to not bill LCBH when telecommunications equipment failure and/or internet access interruption is due to factors originating from psychiatrist's location.

Any time required by LCBH for "onboarding", including, but not limited to, orientation and training in LCBH's EMR, shall be billed at the same rate as services billed for that clinician.

LCBH may purchase telepsychiatry equipment from Iris Telehealth at a mutually agreed upon price. Additionally, LCBH may request that Contractor perform a site-visit and provide on-site training and equipment installation at a mutually agreed upon fee. LCBH may request that Contractor provide ongoing technical support for telepsychiatry equipment at a mutually agreed upon rate.

EARLY TERMINATION OF SERVICES: If services are terminated within the first six month of clinical service delivery (which begins on the first day the Iris clinician sees LCBH patients), there will be an additional charge of \$25 per hour for every hour of clinical services delivered under this contract. This charge will be applied retrospectively to all previous hours billed as soon as notice is given, as well as to the remainder of service delivered until the termination of clinical services. LCBH agrees to pay the retrospective charges immediately upon notice of termination.

INDEPENDENT CONTRACTOR: It is understood and agreed between the parties that the contractor is licensed and qualified in the business of providing services such as set forth herein. The contractor is therefore employed by LCBH only for the purposes and for the extent set forth in this agreement, and the Contractor's relation to LCBH during the period(s) of services hereunder shall be that of an independent contractor. Contractor shall not be considered as having an employee status or as being entitled to participate in any plans or benefits available to regular employees of LCBH (i.e. worker's compensation, unemployment insurance, social security, professional liability insurance).

INSURANCE: By signing this contract, Iris Telehealth certifies that the Contractor will have the following insurance coverage at the time work commences and will provide verification of such coverage to LCBH.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- A. Professional Liability - \$1M per incident. \$3M aggregate.

Contractor will notify LCBH within 10 (ten) days if their malpractice insurance is cancelled.

LICENSURE: All clinicians prior to delivery of services on behalf of LCBH must possess a current state medical license and DEA certification.

TIME OFF and COVERAGE: Clinician may take off up to a total of 5 weeks' time per year on a schedule that is mutually agreed upon by the clinician and LCBH. Clinician shall give LCBH one month's notice prior to any planned time off.

Unplanned time off, including, but not limited to, sick days, emergencies, or unexpected closures secondary to weather, are to be communicated in a timely fashion. In the event of unplanned time off, clinician and LCBH may reschedule additional clinical hours on a mutually agreed upon schedule. Coverage is to be provided by a member of LCBH's clinical staff during any period of planned or unplanned time off.

ENTIRE AGREEMENT: This contract constitutes the entire agreement between LCBH and Iris Telehealth for programs and services delineated herein. This agreement supersedes any other agreement

previously entered into by LCBH and Iris Telehealth. All parties agree that if there are any ambiguities in this agreement, no party will be considered the drafter but instead the document will be interpreted without any prejudice.

**NON-SOLICITATION:** During the term of this agreement, and for a period of two (2) years following the expiration/termination of this agreement, LCBH will refrain from directly or indirectly hiring,

retaining, engaging, or soliciting for employment or work in any capacity any current or former Iris Telehealth employee or independent contractor who has provided services for LCBH.

**INDEMNIFICATION:** LCBH and Contractor, Iris Telehealth, hereby agree, to the extent permitted under the laws of the state, to indemnify and hold harmless one another, their boards, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of LCBH and Iris Telehealth, their boards, employees, or agents, if any, whether occurring during the performance or execution of this agreement. Contractor will exercise reasonable efforts to provide professional services as agreed but both parties understand and agree that neither party can be held responsible or liable for unforeseen circumstances or conditions that cannot be easily or reasonably controlled including but not limited to acts of war or terrorism, power outages, server failures, equipment failure, temporary demand for services exceeding supply of providers, illnesses, court orders, etc.

**APPLICABLE LAWS:** All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the LCBH, and in accord with all applicable federal, state and local law, ordinance, rules and regulations.

**ARBITRATION:** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Texas or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

**ANTI-DISCRIMINATION:** The Contractor certifies full compliance with to the provisions of the Federal Civil Rights Act of 1964, as amended, and the American Disabilities Act.

**ETHICS IN PUBLIC CONTRACTING:** Contractor certifies that their contract is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, substantially equal or greater value was exchanged.

**CONFIDENTIALITY:** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients will be held confidential, during and following the term of the agreement, and will not be divulged without the individual's and LCBH's consent. Any information to be disclosed, except to LCBH, must be in summary, statistical, or other form which does not identify particular individuals.

**DRUG FREE WORKPLACE:** Each of the following acts is prohibited by the Contractor or his employees performing service under the terms of this contract.

- a. Unlawful or unauthorized manufacture, distribution, dispensing, possession, or use of alcohol or other drugs at the workplace.
- b. Impairment or incapacitation in the workplace from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
- c. It is understood that a violation of these prohibitions is a breach of contract and can result in default action.

**BILLING:** It is the sole responsibility of LCBH to appropriately bill and collect for the services provided by the contractor. Any errors in regards to billing or failure to collect are not the responsibility of the contractor or the clinician and they shall not be held responsible, legally or financially, for disputes in billing and collections.

**DISPUTES:** Disputes shall be communicated between Contractor and assigned official, who will negotiate resolution of dispute. If the condition is not corrected, the Contractor shall meet with the LCBH's Medical Director who will negotiate resolution of the dispute. If the condition is not corrected at the above level, a meeting shall be scheduled with the LCBH Executive Director or his/her designee, including all interested parties.

**SEVERABILITY:** Each paragraph and provision of this agreement is severable from the entire agreement; and if any provision is declared invalid, the remaining provisions shall nonetheless remain in effect.

**COUNTERPARTS:** This agreement shall be executed in two counterparts, each of which shall be deemed original.

**TERMINATION:** This Agreement may be terminated under the following circumstances:

- a. Either party may terminate this Agreement for cause upon ten (10) days prior written notice to the other party for occurrences including but not limited to any of the following situations: unacceptable medical standards of care; inability to perform the essential functions of the agreed upon services; falsification of any information provided by and given to either party; failure to perform agreed upon services; harm to the business reputation of either party; default in the performance of a material obligation under this agreement and such default shall not have been cured within (30) days (or fifteen (15) days for a monetary default) following the giving of such notice of a breach or default.
- b. Either party hereto may terminate this agreement without cause, upon ninety (90) days prior written notice.
- c. Upon termination of this Agreement under this section, LCBH agrees to pay Iris Telehealth all amounts owed hereunder for Telepsychiatry Services provided through the effective date of the termination.

In the event of a dispute, neither party will be viewed as the author of this agreement. The agreement will be interpreted without prejudice. This is the final agreement between the parties and any changes are not valid unless in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

IRIS TELEHEALTH MEDICAL GROUP, PA



Tarik Shaheen, M.D.  
CEO

09/06/2018

DATE

LASSEN COUNTY

Barbara Longo  
Director of Health & Human Services

DATE

Richard Egan  
County Administrative Officer

DATE

Approved as to Form: Robert M Burns  
Lassen County Counsel



Andrew Haut  
Attorney for Lassen County Counsel

9-12-18

DATE