

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

269A



FROM: Human Resources Department

SUBMITTAL DATE:

June 24, 2010

SUBJECT: Exclusive Care - New EPO Behavioral Health Contractor Agreement with Shari ReVille, Ph.D.

RECOMMENDED MOTION: 1) Approve the attached Behavioral Health Contractor Agreement from August 1, 2010 until July 31, 2015, with Shari ReVille, Ph.D., a psychologist located in Rancho Mirage; 2) authorize the Chairperson to sign four (4) copies of the attached Agreement and; 3) retain one (1) copy of the signed Agreement and return three (3) copies to Human Resources for distribution.

BACKGROUND: In 1999, the Board of Supervisors established the County's self-funded Exclusive Provider Option (EPO) health plan, Exclusive Care, to provide a value health plan option to the employees of Riverside County and their families. To provide services to its enrolled members, Exclusive Care has contracted with a variety of healthcare providers.



 Barbara A. Olivier
 Asst. County Executive Officer/Human Resources Dir.

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ to be determined by claims	For Fiscal Year:	2010/11

SOURCE OF FUNDS: Premiums paid by members	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 

 Karen L. Johnson

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
 BY: 
 NEAL R. KIPNIS
 DATE: 6/24/10
 Departmental Concurrence

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

3.52

BACKGROUND continued:

This Provider has completed the Exclusive Care credentialing process which includes all appropriate medical licensure, public records, consumer complaints, business license, and lien verifications. The legal contracting entity has been verified with the W9 and/or the California Business Portal or Business License. This agreement adds participation in the Exclusive Care Provider Network under terms similar to other comparable providers under contract.

**RIVERSIDE COUNTY - EXCLUSIVE CARE
EXCLUSIVE PROVIDER ORGANIZATION
BEHAVIORAL HEALTH CONTRACTOR AGREEMENT**

This Agreement is made by and between the County of Riverside, State of California (hereafter "County"), a political subdivision of the State of California, and **Shari ReVille, Ph.D.** (hereafter "Contractor"), with reference to the following facts:

WHEREAS, County has developed an Exclusive Provider Organization ("EPO") to provide health care services, including mental health services, to the employees of Riverside County; and, other area municipalities; and,

WHEREAS, Contractor is a mental health professional capable of providing services for the EPO; and,

WHEREAS, the parties wish to make a full statement of their respective rights and responsibilities in connection with the provision of behavioral health care services as utilized by County during the term of this Agreement; now, therefore,

IN CONSIDERATION of their mutual promises and covenants, the parties agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meaning described below:

1.1 Agreement means this Contractor Agreement for the provision of services for the EPO of County, and all attachments, addenda and amendments hereto.

1.2 Behavioral Health Services - Services rendered or made available to a Member for treatment of Mental Health and Substance Abuse Disorders.

1.3 Co-payment or Deductible means any nominal fee, approved by EPO, that may be charged to Members at the time of service for designated Behavioral health care services.

1.4 Director means the Director of Human Resources for Riverside County, or his or her designee.

1.5 Clean Claim(s) means those claims submitted to EPO which are complete including but not limited to complete coding, itemization, dates of service and billed amounts.

1.6 Employee Assistance Program (EAP) - The County of Riverside's Employee Assistance Program functions as the behavioral health administrative division of the Exclusive Provider Option.

1.7 Emergency Psychiatric Condition - A Mental Health/Substance Abuse Disorder which manifests itself by acute symptoms of sufficient severity such that the absence of immediate Behavioral Health Services could reasonably be expected to

result in the following: (i) immediate harm to self or others; (ii) placing the Member's health in serious jeopardy; (iii) serious impairment of the Member's functioning; or (iv) serious and permanent dysfunction of the Member.

1.8 Emergent/Urgent Treatment - The immediate and unscheduled screening, examination, and evaluation of a Member by a Medical or Psychiatric Practitioner to determine if an Emergency Condition exists. If an Emergency Condition is found to exist, Emergency Treatment will include the care and treatment to relieve or eliminate the Emergency Condition or stabilize the Member before transfer to a facility capable of handling higher levels of emergent care.

1.9 Exclusive Provider Organization (EPO) means the health care plan developed, and implemented by the County for the provision of health care services, including behavioral health care services, to County employees their dependents and other public entity employees and their dependents - to be known as Exclusive Care.

1.10 Formulary means the list of medications reimbursable by the pharmacy benefit of the EPO.

1.11 Health care services means all Medically Necessary services to which Members are entitled under the EPO, including physician, medical, psychiatric, hospital based, preventive, ancillary, emergency, and health education services.

1.12 IPA means Independent Physician Association.

1.13 Physician Service means those services rendered by a physician to an EPO member either as inpatient or an out patient.

1.14 Medically/Clinically Necessary. Medically Necessary means all services which are reasonable and necessary to protect life, to prevent significant illness or significant disability or to alleviate severe pain and the diagnosis or treatment of disease, illness or injury. Clinically Necessary – Behavioral Health Services or supplies for treatment of an active Mental or Substance Abuse Disorder which have been established in accordance with generally acceptable professional standards and EXCLUSIVE CARE's Utilization Review Committee to be:

- Rendered for the treatment and diagnosis of a Mental Health or Substance Abuse Disorder as defined by the *DMS-IV as may be revised from time to time*, and limited to impairment of a Member's mental, emotional or behavioral functioning; and
- Appropriate for the severity of symptoms, consistent with diagnosis, and otherwise in accordance with generally accepted mental health practice and professionally recognized standards; and
- Not furnished primarily for the convenience of the Member, the attending Participating Practitioner, or other provider of service; and
- Furnished at the most appropriate level which may be provided safely and effectively to the Member.

1.15 Member means any eligible beneficiary who has enrolled in the County EPO for whom the County, by and through the EPO, provides health care services, including behavioral health services.

1.16 Member Physicians means physicians, psychiatrists, surgeons, osteopaths and Doctors of Podiatric Medicine (DPM) licensed to practice medicine in the State of California and who have an ownership interest in, are employed by, or have written agreements with IPA or are directly contracted with the EPO to provide medical services to Members.

1.17 Non-contracted Providers mean licensed physicians, psychiatrists, surgeons, osteopaths, and other licensed health care professionals which provide health care services, including behavioral health services, to Members eligible to receive benefits under the EPO. Non-Contracted Providers do not have written agreements with IPA and are not directly contracted with the EPO.

1.18 Non-Physician Medical Practitioner means nurse practitioner, physician assistants, mental health licensed professionals (LCSW, MFCC, MFT) or certified nurse midwives licensed to practice in the State of California and who are employees, subcontractors or who have written agreements with IPA or are directly contracted by the EPO to provide medical services to Members.

1.19 PCP means a physician who is the Primary Care Physician responsible for supervising, coordinating and providing initial, primary and preventive care to Members, for initiating referrals, maintaining continuity of Member care, and providing health counseling and education. This may include physicians who are licensed in Family Practice, Pediatrics, Internal Medicine, Obstetrics, or General Practice.

1.20 Provider means licensed physicians, surgeons, osteopaths, licensed mental health professionals and other licensed health care professionals who provide health care services or behavioral health care services to EPO members.

1.21 Quality Assessment and Improvement Program (QAIP) means a program established by the EPO to oversee quality assessment and quality improvement reviews of services provided to Members.

1.22 Referrals means recommended directions of non primary care services of Members to physicians, including Outside Providers, or providers of ancillary services such as but not limited to lab, x-ray and physical therapy, EKG, EEG, health education, medical social service, home health care, mental health, for the purposes of obtaining health care services, including behavioral health care services.

1.23 State means the State of California.

1.24 Surcharge means an additional fee which is charged to a Member for covered services of a health plan or the County or appropriate government agency and disclosed in the evidence of coverage or the disclosure form used as the evidence of coverage. Surcharges are not allowable charges.

2.0 DUTIES OF CONTRACTOR

2.1 CONTRACTOR RESPONSIBILITIES - Contractor shall provide to Members those behavioral health care services, which are Medically Necessary when such services are authorized by the Employee Assistance Program (EAP) and EPO, and in accordance with this Agreement. Contractor is responsible for coordinating the provision of behavioral health care services, with EAP and the EPO.

The services covered by this Agreement are services that have been authorized and provided in accordance with policies and procedures established by County for the EPO. When appropriate, Contractor shall be responsible for determining whether Members are eligible for services. All EPO and County operating procedures shall apply, including eligibility verification, pre-certification, submission of clean claims, compliance with the current formulary and prior authorization, if required.

2.2 ACCESSIBILITY OF SERVICES - Contractor shall provide timely access to behavioral health care services, and provide for reasonable hours of operations in compliance with EPO established standards for access and availability, and in accordance with community standards.

2.3 PRIOR AUTHORIZATION - Contractor shall obtain advance authorization from the EAP division of the EPO as applicable, prior to the rendering of any non-emergent service for a Member. In the case of an emergency or an elective admit, Contractor agrees to notify EPO, either orally or in writing during normal business hours on the day of admission of the Member, or on the first working day following the admission of Member on weekends, holidays, or after hours.

2.4 HOSPITAL TRANSFERS - In any circumstance where Contractor is providing Hospital Service under this Agreement, Contractor agrees to notify EAP division of the EPO immediately and to assist in facilitating the transfer of Members requiring behavioral health care services that are not offered or available at Hospital. Contractor agrees to cooperate and comply with EPO standards with respect to required referral systems for services to ensure continuity of care between EPO and other entities to which the Member is referred.

2.5 PROTECTION OF MEMBERS - Contractor may not impose any limitations on the acceptance of Members for care or treatment that it does not impose on other patients of other plans. Contractor shall not request, demand, require or seek directly or indirectly the transfer, discharge or removal of any Member for reasons of the Member's need for behavioral health care services or the Member's utilization of behavioral health care services. Contractor may refuse to provide professional healthcare services to any member only if a reasonable cause is presented and accepted by the EPO.

2.6 STANDARDS - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines developed by EPO and all applicable state and federal laws and regulations relating to the delivery of behavioral health care services and in accordance with community standards. Behavioral health care services shall be rendered by qualified mental health providers. All behavioral health care services, shall be provided in accordance with generally accepted industry

2.18 IDENTIFICATION OF OFFICERS, OWNERS, STOCKHOLDERS, CREDITORS - On an annual basis, Contractor shall identify the names of the following persons by listing them on Attachment 1 of this Agreement, attached hereto and incorporated herein by this reference.

- A. Contractor officers;
- B. Contractor owners, including parent corporation(s);
- C. Stockholders owning greater than 10% of any stock issued by Contractor;
- D. Major creditors holding more than 10% of any debts owed by Contractor.

In addition, Contractor shall notify EPO within thirty (30) days of any changes in the information in Attachment 1.

2.19 AVAILABILITY OF SERVICES - Contractor agrees to provide EPO with current information regarding Contractor's services, programs and benefits on an annual basis, which shall include, but not be limited to, the identification of deletions and additions to Contractor's services.

2.20 PROVISION OF INFORMATION- Contractor shall provide EPO and/or governmental agencies with such data and other information regarding the rendition of services as may be reasonably requested or as may be otherwise required for compliance with applicable regulatory and disclosure requirements. Contractor shall execute such additional verifications or documents as may be required by law or regulation.

2.21 OTHER REPORTING - Contractor agrees to submit all information or reports, in a timely manner, as may be required to enable EPO to fulfill its reporting and other obligations under the Agreement.

2.22 ADMINISTRATIVE GUIDELINES - Contractor agrees to perform its duties under this Agreement in a manner consistent with the reasonable administrative guidelines provided by the EPO.

2.23 CREDENTIALING OF CONTRACTOR - Contractor agrees to provide all necessary information, and/or documents to EPO so that the EPO may credential Contractor, and verify that Contractor has obtained, and has maintained appropriate licensing, accreditation, or certification, and insurance coverage. Such information shall be provided within thirty (30) days and on an annual basis, or upon request by EPO. Failure of Contractor to become credentialed by EPO, and/or to remain credentialed by EPO shall be cause for immediate termination of this Agreement by EPO.

3.0 DUTIES OF COUNTY AND EPO

3.1 USE OF CONTRACTOR - Except upon the sole determination of County that the safety, health and/or welfare of the public or the medical needs of Member require otherwise, EPO agrees to use Contractor for the provision of behavioral health care services as set forth herein.

3.2 ADMINISTRATION - County agrees to perform all necessary administrative, accounting and reporting requirements and other functions to state and federal regulators consistent with the administration of EPO and this Agreement.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

D. Professional Liability Insurance:

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a

- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7.0 DISPUTE RESOLUTION

7.1 DISPUTES - EPO and Contractor agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement, prior to the filing of a claim under the Government Claims Act (Government Code Section 900 et. seq.), and prior to the initiation of any litigation by either party.

7.2 CURE PERIOD PROVISIONS - In the event that either party defaults in the performance of any duties or obligations under this Agreement, the non-breaching party shall serve written notice of breach of contract on the breaching party. The breaching party shall have thirty (30) days from receipt of the notice of breach to cure said breach. If the breach is not cured within this time frame, the non-breaching party has sole discretion to extend such cure period. If the breach is not cured within this time frame, as may be extended at non-breaching party's sole discretion, this Agreement may thereafter be terminated as provided herein.

These cure period provisions shall not be applicable when the breach is of a nature where Contractor has failed to provide services, or the safety, health and/or welfare of Members is at risk, at the sole determination of the Director.

7.3 ADVERSE GOVERNMENT ACTION - In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least ninety (90) days notice or may terminate sooner if agreed to by both parties.

8.0 TERM

8.1 TERM - The term of this Agreement shall become effective as of August 1, 2010 and shall continue in effect for five (5) years, until July 31, 2015.

9.0 TERMINATION

9.1 TERMINATION FOR MATERIAL CAUSE - Either party, as appropriate, may terminate this Agreement immediately for cause as set forth herein upon written notice of termination stating the actions of the other party constituting cause for termination.

9.2 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY CONTRACTOR - The following shall constitute cause for immediate termination of this Agreement by Contractor:

- A. Breach of Material Term and Failure to Cure – County's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Insolvency of EPO - including the filing of bankruptcy by EPO.
- C. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.

9.3 CAUSE FOR IMMEDIATE TERMINATION OF AGREEMENT BY COUNTY - The following shall constitute cause for immediate termination of this Agreement by County:

- A. Breach of Material Term and Failure to Cure – Contractor's breach of any material term, covenant, or condition and subsequent failure to cure such breach within thirty (30) days following written notice of such breach.
- B. Failure to Provide Services - Failure of Contractor to provide behavioral health care services to Members as authorized herein.
- C. Preservation of the Safety, Health and/or Welfare of Members - Determination by County that the safety, health and/or welfare of Members are placed in danger by Contractor.
- D. Credentialing – Failure of Contractor to become credentialed by EPO, and/or remain credentialed by the EPO.
- E. Loss of Licensing - Failure by Contractor to secure and maintain the necessary governmental licenses, accreditation or certification required for the performance of duties hereunder.
- F. Loss of Insurance Coverage - Failure by Contractor to maintain adequate general and professional liability insurance coverage, as provided herein.
- G. Insolvency of Contractor - including the filing of bankruptcy of Contractor.
- H. Dissolution of EPO - dissolution of EPO by an act of the Board of Supervisors for Riverside County.
- I. Discontinuance of EPO Services by County - discontinuance of the offering of EPO as a health care benefits plan option for Riverside County employees.

9.4 TERMINATION WITHOUT CAUSE - After the end of the first year of this Agreement, either party may terminate this Agreement without cause. In the event either party desires to terminate this Agreement without cause, the terminating party shall give the other party at least ninety (90) days written notice of termination.

10.0 CONTINUING CARE RESPONSIBILITIES

10.1 CARE OF MEMBERS – In the event of termination of this agreement, contractor shall continue to provide services to hospitalized patients until their discharge from the hospital and will be compensated for the health care services under the terms of this agreement. The contractor has also agreed to see all the members, those who were hospitalized at the time of termination of the agreement as well as

those receiving treatment on an outpatient basis, for an additional 30 days for mental health emergencies under the same terms, including rates of this agreement.

10.2 MEMBERS RECORDS - Upon termination of this Agreement, Contractor agrees to assist EPO in the transfer of Member behavioral health care by making available copies of medical records, patient files and other pertinent information necessary for efficient case management of Members.

10.3 PHASE-OUT PAYMENT - During the phase-out period, Contractor may file a claim with EPO for services provided. Compensation during the phase-out period shall be at the agreed contract rate and applicable terms that are in effect for the last term of this Agreement.

10.4 NON-PAYMENT POLICY - Notwithstanding the above, or any other provisions to the contrary, Contractor agrees that in the event EPO ceases operations for any reason, including insolvency, Contractor shall continue to provide behavioral health care services and Hospital Services for those Members who are hospitalized on an inpatient basis. Contractor shall not bill, charge, collect or receive any form of payment from any such Member or have any recourse against Member for Hospital Services, or behavioral health care services provided after EPO ceases operation. This continuation of behavioral health care services and Hospital Services obligation shall continue until Member is discharged from Hospital, or complete the course of outpatient treatment. Contractor's prohibition regarding the collection of payments from Members for services covered by EPO shall survive the termination of this Agreement.

11.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

11.1 INFORMATION CONFIDENTIAL AND PROPRIETARY TO COUNTY - Contractor acknowledges that all Members participating in the EPO receiving behavioral health care services or Contractor Services shall be Members of EPO. Member information shall include, without limitation, the names, addresses and telephone numbers of all Members, administrative service manuals and all forms related thereto, and records, files (other than patient medical files) and lists contained in Contractor and EPO files. Contractor acknowledges that County believes that all such information is confidential under HIPAA and proprietary to County and that such Member information contains valuable trade secrets of County.

11.2 CONTRACTOR USE OF INFORMATION - Contractor shall maintain all Member information as confidential. Contractor shall not disclose or use any confidential and proprietary information for its own benefit or gain either during the term of this Agreement or after the date of termination of this Agreement, provided, however that Contractor may use the name, address and telephone number or other medical information of a Member if medically necessary for the proper treatment of such Member or upon express prior written permission of EPO or the Member. Nothing contained herein abrogates the right of the Member to disenroll from EPO.

12.0 GENERAL PROVISIONS

12.1 NOTICES - Any notice required to be given hereunder shall be in writing either delivered personally or sent by registered or certified mail, return receipt requested, to either County or Contractor at the addresses listed below, or at such other address as either County or Contractor may hereafter designate to the other:

COUNTY:

HUMAN RESOURCES DEPARTMENT
County Administrative Center
4080 Lemon St., 7th Floor
Riverside, CA 92501
Attn: Barbara Olivier,
Asst. County Executive Officer/Human Resources Director

CONTRACTOR:

Sheri ReVille, PhD
42525 Rancho Mirage Ln.
Rancho Mirage, CA 92270
Phone: (760)403-0573

All notices shall be deemed given on the date of delivery if delivered personally or on the third business day after such notice is deposited in the United States mail, addressed and sent as provided above.

12.2 ASSIGNMENT AND DELEGATION - This Agreement and the rights, interests, and benefits hereunder shall not be assigned, transferred, pledged, or hypothecated in any way by Contractor or County, and shall not be subject to execution, attachment or similar process, nor shall the duties imposed herein be subcontracted or delegated without the prior written consent of the other party. Any assignment or delegation of this Agreement by Contractor to a third party shall be void unless prior written approval is obtained from County.

12.3 INVALIDITY AND SEVERABILITY - If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be in effect only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof.

12.4 LIMITATIONS OF SEVERABILITY - In the event the removal of a provision rendered invalid or unenforceable or declared null and void had the effect of materially altering the obligations of either party in such manner as to cause serious financial hardship to such party, the party so affected shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the other party.

12.5 CAPTIONS - Captions in this Agreement are descriptive only and do not affect the intent or interpretation of the Agreement.

12.6 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)- The Contractor in this Agreement is subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. The Contractor hereto agrees to cooperate in accordance with the terms and intent of this Agreement for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. The Contractor further agrees that it shall be in

compliance, and shall remain in compliance with the requirement of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

12.7 ENTIRE AGREEMENT - This Agreement (together with all attachments hereto), and any requirements promulgated by EPO or the Director, shall constitute the entire agreement between the parties related to the rights herein granted and the obligations herein assumed. It is the express intention of Contractor and County that any and all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter and period governed by this Agreement which are not expressly set forth herein, or are not promulgated by EPO or the Director, shall be of no further force, effect or legal consequence after the effective date hereunder

12.8 AMENDMENT - This Agreement may be amended or modified only by mutual written consent of the parties.

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

12.10 TIME IS OF THE ESSENCE - Time shall be of the essence of each and every term, obligation, and condition of this Agreement.

12.11 GOVERNING LAW - County, Contractor and this Agreement are subject to the laws of the State of California and the United States of America, and regulations promulgated thereto. Any provision required to be in this Agreement by any of applicable federal or state law, and regulations thereto shall bind County and Contractor, whether or not expressly provided in this Agreement.

12.12 VENUE - All actions and proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal (if permitted by law and a party elects to file an action in federal court) courts located in the County of Riverside, State of California.

12.13 GOVERNMENT CLAIMS ACT - The provisions of the Government Claims Act (Government Code section 900 et. seq.) must be followed first for any disputes arising under this Agreement.

12.14 INDEPENDENT CONTRACTOR - The relationship between County and Contractor is an independent contractor relationship. Neither Contractor nor its employee(s) and/or agent(s) are or shall be considered to be an employee(s), and/or agent(s) of County, and neither County nor any employee(s) and/or agent(s) of County are or shall be considered to be an employee(s) and/or agent(s) of Contractor. Contractor is solely responsible for all behavioral health care services provided to Members by Contractor, its employees, agents or assigns. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.

12.15 CONFLICT OF INTEREST - The parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

12.16 EXHIBITS - All exhibits attached to this Agreement, and referenced herein, are incorporated into and made part of this Agreement.

12.17 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT - Contractor certifies that the individual signing herein has authority to execute this Agreement on behalf of Contractor, and may legally bind Contractor to the terms and conditions of this Agreement, and any attachments hereto.

[Rest of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly appointed representatives to execute this Medical Contractor Agreement for EPO Services for Riverside County.

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

COUNTY OF RIVERSIDE:

By _____
Deputy

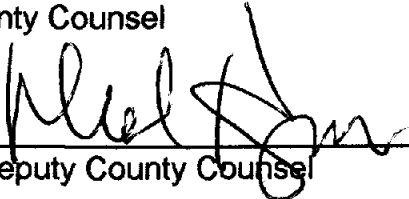
By _____
Chairman, Board of Supervisors

Date _____

Date _____

Approved as to form and content:

Pamela J. Walls
County Counsel

By: 
Deputy County Counsel

CONTRACTOR: Shari ReVille, PhD
TIN: 565802251

By: Shari ReVille, Ph.D.

Printed Name: Shari ReVille, Ph.D.

Title: Clinical Psychologist

Date: 6-3-2010

Attachment 1

Officers, Owners, Stockholders, and Creditors Listing

100% solely owned by Shari Reville, Ph.D.

Attachment 2

Compensation

Reimbursement of the Exclusive Care Provider Organization, Exclusive Care, established by the County of Riverside for employees and their dependents, for authorized covered services, shall be payable by County at the fees set forth below net of co-payments and/or coinsurance. Contractor is responsible for collecting the co-payment.

CPT CODE	DEFINITION OF SERVICE	Rates
		PhD
90801	Psychiatric diagnostic interview examination	\$100
90804	Individual psychotherapy, insight oriented, behavior modifying and/or supportive, in an office or outpatient facility, approximately 20-30 minutes face-to-face with the patient;	\$50
90806	Individual psychotherapy, insight oriented, behavior modifying and/or supportive, in an office or outpatient facility, approximately 45-50 minutes face-to-face with the patient;	\$75
90808	Individual psychotherapy, insight oriented; behavior modifying and/or supportive, in an office or outpatient facility, approximately 75-80 minutes face-to-face with the patient;	\$80
90847	Family psychotherapy (conjoint psychotherapy) (with the patient present)	\$80
90853	Group psychotherapy (other than of a multiple-family group)	\$35
90899	Unlisted psychiatric service or procedure	\$25
96101	Psychological testing (includes psycho diagnostic assessment of emotionality, intellectual abilities, personality and psychopathology, eg. MMPI, Rorschach, WAIS), per hour of the psychologist's or physician's time, both face-to-face time with the patient and time interpreting test results and preparing the report	\$80
96102	Psychological testing (includes psycho diagnostic assessment of emotionality, intellectual abilities, personality and psychopathology, eg. MMPI, Rorschach, WAIS), with qualified health care professional interpretation and report, administered by technician, per hour time, face-to-face	\$80
96103	Psychological testing (includes psycho diagnostic assessment of emotionality, intellectual abilities, personality and psychopathology, eg. MMPI), administered by a computer, with qualified health care professional interpretation and report	\$80

These rates include the member's co-payment