

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

between

**SANTA BARBARA COUNTY PUBLIC HEALTH DEPARTMENT**

and

**MMC EMERGENCY MEDICAL GROUP**

for

**TOBACCO SETTLEMENT FUNDING FOR MEDICALLY INDIGENT CARE**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the MMC Emergency Medical Group having its principal place of business at P.O. BOX 848, Los Olivos, CA 93441 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, this Agreement shall be governed and construed in accordance with the Tobacco Litigation Master Settlement Agreement of 1998 in its current form or as amended; and

**WHEREAS**, COUNTY is authorized by the Santa Barbara County Board of Supervisors to enter into this Agreement pursuant to the provisions of the Tobacco Litigation Master Settlement Agreement of 1998; and

**WHEREAS**, the Santa Barbara County Board of Supervisors approved Tobacco Settlement (TS) recommendations for FY 2011-12; \$74,374 of which was to be allocated to CONTRACTOR for the provision of emergency hospital care for the medically indigent in our community; and

**WHEREAS**, CONTRACTOR provided emergency hospital care to medically indigent patients during FY 2011-12 but was not reimbursed due to scheduled CONTRACTOR and COUNTY participation in an Intergovernmental Transfer (IGT) using those FY 2011-12 TS funds; and

**WHEREAS**, due to time constraints during FY 2011-12, CONTRACTOR and COUNTY did not participate in the IGT and consequently the FY 2011-12 TS funds currently remain with COUNTY; and

**WHEREAS**, this Agreement provides a one-time, lump sum amount of \$74,374 to CONTRACTOR for services rendered during FY 2011-12; and

**WHEREAS**, this Agreement shall also provide for FY 2012-13 in which the Santa Barbara County Board of Supervisors again approved Tobacco Settlement (TS) funding recommendations of \$74,374 to CONTRACTOR for the provision of emergency hospital care for the medically indigent during FY 2012-13; and

**WHEREAS**, the obligation of COUNTY under this Agreement is contingent upon receipt of State funds pursuant to Tobacco Litigation Master Settlement Agreement of 1998; and

**WHEREAS**, CONTRACTOR understands that COUNTY is not obligated to pay for care provided to eligible persons under this Agreement, unless COUNTY receives these State funds;

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Rose Davis at phone number (805) 681-5107 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Todd Bailey, MD, at phone number (805) 686-0028 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid as follows:

To COUNTY: Santa Barbara County Public Health Department  
Anne Fearon, Deputy Director of Administration  
300 N. San Antonio Road  
Santa Barbara, California 93110

To CONTRACTOR: MMC Emergency Medical Group  
Dr. Todd Bailey  
P.O. Box 848  
Los Olivos, CA 93441

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on July 1, 2011 and end performance upon completion, but no later than June 30, 2013 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES. above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed

by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal

law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

30. **NON-APPROPRIATIONS.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

31. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **MMC Emergency Medical Group**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on July 1, 2011.

COUNTY OF SANTA BARBARA

\_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED  
TAKASHI WADA, MD, MPH  
DIRECTOR / HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGER

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Risk Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **MMC  
Emergency Medical Group**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on July 1,  
2011.

CONTRACTOR

By: \_\_\_\_\_  
MMC Emergency Medical Group

Date: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

**Effective Date: July 1, 2011**

CONTRACTOR will perform all services in accordance with the terms and requirements of the Tobacco Settlement Program as defined herein.

### **DEFINITIONS**

**Eligible Person:** A person determined to be unable to pay for health care services and for whom payments for the services will not be made through private coverage or by any program funded in whole or in part by the Federal government. Such persons shall be regarded as eligible in CONTRACTOR's charity program.

**Charity Care:** The definition of charity care for the purpose of this Agreement shall be defined in Welfare and Institutions Code Section 16945(b)(4)(C)(i) as "uncompensated care charges" within the charity-other category as defined in Section 128740 of the Health and Safety Code. Section 128740 of the Health and Safety Code defines charity care services as those services differentiated from bad debt by the principles and practices recommended by the professional health care industry accounting associations.

### **CONTRACTOR PERFORMANCE PROVISIONS**

As a condition of receiving funds, the CONTRACTOR shall:

1. Provide eligible persons emergency room care.
2. Provide data and reports on the use and expenditure of all charity care funds for eligible persons according to procedures specified by the COUNTY and the State of California Department of Health Services, and as required by Section 16915 of the Welfare and Institutions Code. The above information shall be reported on an ongoing basis in a format agreeable to the COUNTY and State of California. Under no circumstances will charity care be considered for reimbursement unless treatment dates are from 7/1/12 to 6/30/13. Ideally, all claims should be received by June 15, 2013.
3. Assure that the funds received pursuant to this Agreement are used only for services provided to eligible persons.
4. Not require a fee or charge to any eligible person before rendering medically necessary services if that person is eligible for services pursuant to the provisions of this Agreement.
5. Cease all collection efforts against patients for whom funds are received.
6. Notify the COUNTY if the CONTRACTOR receives payment from a patient or responsible third party payer and reimburse the COUNTY in an amount equal to the amount collected from the patient or third-party payer, but not more than the amount of the payment received from the COUNTY for the patient's care.

7. Assure that the funds received pursuant to this Agreement are utilized to supplement FY 2012-13 levels of services rather than fund existing levels of service.
8. Maintain licensure for the services for which it provides to eligible persons.
9. Maintain the following obligations regarding medical records:
  - CONTRACTOR shall maintain medical records required by Sections 70747-70751 of the California Code of Regulations;
  - The information contained in the medical records shall be subject at all reasonable times to inspection, audit, and reproduction by any duly authorized agent of the COUNTY;
  - CONTRACTOR shall preserve the information provided in the medical record for four (4) years from the expiration of this Agreement, except that if any litigation, claim, negotiation, audit, or other action involving the medical record has been started before the expiration of the four (4) year period, the related records shall be retained until completion and resolution of all issues arising the from the action.

#### **COUNTY PERFORMANCE PROVISIONS**

1. Administer the Tobacco Settlement Program funds for the County of Santa Barbara and maintain appropriate records detailing the expenditure of funds.
2. Provide the following dispute resolution procedure in the event the CONTRACTOR disputes payment on any claims submitted under the terms and conditions of this Agreement.
  - CONTRACTOR shall file, in writing, a description of any disputed claim, to the Designated Representative at the Notice address.
  - Such disputes shall be presented to the COUNTY Public Health Department Director.
  - The COUNTY Public Health Department Director shall review the disputed items and render a decision, in writing, within 30 days of receipt by the Designated Representative.
3. Keep the names of eligible persons confidential. For the purposes of this Agreement, all information, records, and data elements pertaining to eligible persons shall be protected by the COUNTY from unauthorized disclosure.
4. Neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its obligations under this Agreement. The standards of medical practice and professional duties of the CONTRACTOR employees and independent physicians performing medical services under this Agreement shall be determined by the CONTRACTOR; and all applicable provisions of the law and other rules and regulations of any and all governmental authorities relating to licensure and regulation of hospitals and physicians shall be the responsibility of the CONTRACTOR.

## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS Periodic Compensation**

- A. For CONTRACTOR services rendered during FY 2011-12 under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$74,374, due upon final execution of this Agreement, to cover emergency hospital care rendered to medically indigent patients during the period July 1, 2011 through June 30, 2012.
- B. For CONTRACTOR services to be rendered during FY 2012-13 under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$74,374 due upon end of the fiscal year.
- C. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- D. For FY 2012-13, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE, CMS 1500 claim forms for services rendered over the period specified. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing at the end of the fiscal year. COUNTY shall pay claims for satisfactory work in a single payment.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### 1. INDEMNIFICATION

##### **Indemnification pertaining to other than Professional Services:**

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### **Indemnification pertaining to Professional Services:**

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### 2. INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

2.1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision

does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2.2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTOR shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this Agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

2.3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this Agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated COUNTY representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR's services of operation pursuant to the Agreement, nor shall it be deemed a waiver of COUNTY's rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY's insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any **amendment** of this Agreement **that results in an increase in the nature of COUNTY's risk** and such change of provisions will be in effect for the term of the **amended** Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by **written** amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**Contract Summary**

**BC** \_\_\_\_\_ - \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1.	Fiscal Year.....	FY 2011-12 and FY 2012-13
D2.	Budget Unit Number (plus --Ship/Bill codes in parenthesis).....	041
D3.	Requisition Number .....	
D4.	Department Name .....	Public Health
D5.	Contact Person .....	Anne Fearon
D6.	Telephone.....	681-5171
K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	Emergency Room Care for Medically Indigent Patients
K3.	Original Contract Amount .....	\$74,374 per year
K4.	Contract Begin Date .....	11-1-12 with a one time payment for FY 2011-12
K5.	Original Contract End Date.....	6-30-13
K6.	Amendment History (leave blank if no prior amendments) .....	
K7.	Department Project Number .....	
B1.	Is this a Board Contract? (Yes/No).....	Yes
B2.	Number of Workers Displaced (if any).....	
B3.	Number of Competitive Bids (if any) .....	
B4.	Lowest Bid Amount (if bid) .....	
B5.	If Board waived bids, show Agenda Date .....	
	and Agenda Item Number.....	
B7.	Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph) .....	
F1.	Encumbrance Transaction Code .....	
F2.	Current Year Encumbrance Amount .....	\$148,748
F3.	Fund Number.....	0046
F4.	Department Number .....	041
F5.	Division Number (if applicable).....	
F6.	Account Number .....	
F7.	Cost Center number (if applicable) .....	
F8.	Payment Terms .....	Net 30
V1.	Vendor Numbers (A=Auditor; P=Purchasing) .....	
V2.	Payee/Contractor Name .....	MMC Emergency Medical Group
V3.	Mailing Address .....	P.O. Box 848
V4.	City State (two-letter) Zip (include +4 if known) .....	Los Olivos, CA 93441
V5.	Telephone Number .....	805-686-0028
V7.	Contact Person .....	Dr. Todd Bailey
V8.	Workers Comp Insurance Expiration Date .....	
V9.	Liability Insurance Expiration Date[s] (G=Genl; P=Prof) .....	
V10.	Professional License Number .....	
V11.	Verified by (name of county staff) .....	

V12    Company Type (Check one)     Individual     Sole Proprietorship     Partnership     Corporation

**I certify** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_