

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

LAWRENCE J. BINES, M.D., P.C.

for the period

September 1, 2011 through June 30, 2013

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 Lawrence J. Bines, M.D., P.C (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein:

WHEREAS, COUNTY owns and operates ambulatory clinics in Lompoc, Santa Maria, Santa Barbara and Carpinteria; and

WHEREAS, COUNTY has an obligation to provide health care access; and

WHEREAS, COUNTY desires to continue the mutually beneficial relationship with CONTRACTOR and CONTRACTOR's network of subcontracted providers to provide Obstetrician/Gynecological outpatient and emergency hospital inpatient services; and

WHEREAS, CONTRACTOR and CONTRACTOR's subcontracted providers are California licensed and board certified Obstetrician/Gynecologists and therefore able to provide regularly scheduled, but limited, physician services as delineated in this Agreement; and

WHEREAS, COUNTY and CONTRACTOR understand that, beginning September 1, 2011, this Agreement replaces previous contract number BC-08-025.

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

1. **DESIGNATED REPRESENTATIVE.** Dan Reid, Public Health Department, Assistant Deputy Director, Primary Care & Family Health Division, at phone number 805 681-5173 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Lawrence J. Bines, M.D., P.C., at phone number (805) 966-7140 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, delivered as follows:

To COUNTY: Dan Reid
Primary Care & Family Health Division
Public Health Department
County of Santa Barbara
300 San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Lawrence J. Bines, M.D., P.C.
216 Mesa Lane
Santa Barbara, CA 93109

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 September 1, 2011 and end performance upon completion, but no later than June 30, 2013 unless otherwise directed by COUNTY or unless earlier terminated. This Agreement shall supersede CONTRACTOR's existing contract numbered BC-08-025 with COUNTY upon commencement date of September 1, 2011 and CONTRACTOR shall not invoice to contract numbered BC-08-025 on or past Agreement commencement date.

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 CONTRACTOR 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 CONTRACTOR 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.

Further, CONTRACTOR shall ensure that all Subcontractors providing services pursuant to this Agreement are made aware of and comply with the requirements of this paragraph "Standards of Performance".

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.

All medical records are the property of the COUNTY. COUNTY has the sole right to possession and custody. Information contained in the medical record belongs to the patient. Medical information will be released when requested, within the boundaries of the law, in accordance with the best interest of the patient.

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.** COUNTY shall agree to defend, indemnify and save harmless the CONTRACTOR for services provided pursuant to this Agreement to the extent specified in EXHIBIT C attached hereto and incorporated herein by reference. COUNTY shall also defend,

indemnify, and save harmless the ADDITIONAL INSUREDS acting as Subcontractors of the CONTRACTOR, listed in EXHIBIT D, attached hereto and incorporated herein by reference, when they are performing duties under this Agreement with COUNTY under the direction of CONTRACTOR. CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY. COUNTY and CONTRACTOR agree to procure and maintain insurance in accordance with the provisions of EXHIBIT C.

As a condition for obtaining such indemnification and insurance by COUNTY, CONTRACTOR shall ensure that, prior to performing services pursuant to this Agreement, the Subcontractors named in EXHIBIT D: (1) are licensed and in good standing with the state of California; (2) maintain a current Drug Enforcement Agency ("DEA") certificate/number; (3) have active privileges at Cottage Hospital and Lompoc Valley Medical Center; and (4) have completed Medicare and Medi-Cal applications which CONTRACTOR shall submit to the Primary Care & Family Health ("PCFH") Administration Department. Coverage of any Subcontractor is made at the sole discretion of COUNTY.

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. COUNTY realizes that CONTRACTOR may have other similar independent contractor agreements but CONTRACTOR shall not provide any services at COUNTY facilities for CONTRACTOR's private, non-COUNTY patients.

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. This Agreement is for the services of CONTRACTOR's assigned physician only. 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. 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.

1. For Convenience. CONTRACTOR may terminate this Agreement upon ninety (90) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of the CONTRACTOR's performance.

2. 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 receipt 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.

A-12

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Lawrence J. Bines, M.D., P.C.**

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

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CHIEF EXECUTIVE OFFICER

By: Chandra Wallar
Chief Executive Officer

Joni Gray
Chair, Board of Supervisors
Date: 9/13/11

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: Celeste E. Andersen
Deputy County Counsel

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

By: [Signature]
Deputy

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

By: [Signature]
Director

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK PROGRAM MANAGER

By: [Signature]
Risk Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Lawrence J. Bines, M.D., P.C.**

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

CONTRACTOR

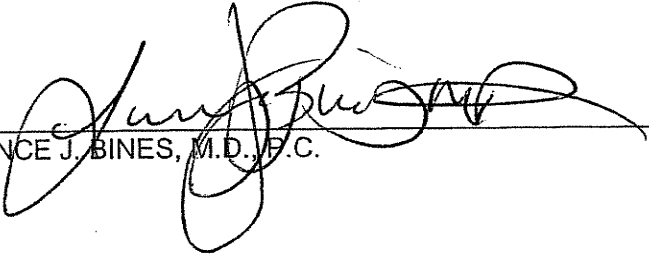
By:  Date: 8.26.11
LAWRENCE J. BINES, M.D., P.C.

EXHIBIT A

STATEMENT OF WORK

I. **SERVICES TO BE PROVIDED** It is agreed that under this Agreement, CONTRACTOR shall provide obstetrics and gynecological services in Lompoc Valley Medical Center and Santa Barbara Cottage Hospitals for COUNTY identified patients. CONTRACTOR will also utilize his Subcontractors to assist him in covering the requirements for call, Health Care Center coverage and attending, deliveries, and surgeries. CONTRACTOR will also provide service, consultation, and coverage for the Health Care Centers in Lompoc, Santa Barbara, Carpinteria, and Franklin in accordance with the policies of the Public Health Department.

II. **DEFINITIONS**

- a. "COUNTY Patients" shall be defined as patients who are registered and have been treated at one of the Health Care Centers (HCC) within the past twelve (12) months.
- b. "Emergency Medical Condition" shall be defined as in Federal Statute 42 USC Section 1396b(v), as such statute may be amended from time to time, as follows: a medical condition (including emergency labor and delivery) manifesting itself by acute symptoms of sufficient severity (including severe pain) such as that the absence of immediate medical attention could reasonably be expected to result in: (1) Placing the patient's health in serious jeopardy, (2) Serious impairment to bodily functions, or (3) Serious dysfunction of any bodily organ or part.
- c. "Personally" shall refer to Lawrence J. Bines, M.D., as an individual.

III. **CONSULTATION**

CONTRACTOR shall provide the following consultation services:

- a. Provide consultation to other COUNTY Providers;
- b. Review and interpret non-stress tests;
- c. Personally oversee and annually provide feedback regarding Women's Health Nurse Midwives, Nurse Practitioners and Physicians Assistants in the Lompoc, Franklin, Santa Barbara and Carpinteria HCCs, who are independent contractors and in accordance with the COUNTY's policies;
- d. Review and countersign medical records in accordance with COUNTY policies and procedures and as required by California law; and
- e. Provide consultation services to COUNTY Physicians, Nurse Midwives, Nurse Practitioners, and Physicians Assistants, including direct or phone consultation regarding co-management of eligible COUNTY Patients.

IV. ADMINISTRATIVE SERVICES

CONTRACTOR shall provide the following administrative services:

- a. Review and implement American College of Obstetricians and Gynecologists (ACOG) standards for Obstetrics and Gynecology (OB/GYN) care when indicated;
- b. Review, approve and implement the Santa Barbara County Public Health Department's (PHD) Antepartum Protocols for these specific conditions: tuberculosis, enteric pathogens and parasitic infections, and diabetes;
- c. Review and implement the PHD Policies and Procedures for timely reporting of communicable diseases;
- d. Develop, review, approve, and comply with PHD Policies and Procedures relative to the practice of OB/GYN at Santa Barbara Cottage Hospital and Lompoc Valley Medical Center;
- e. Ensure that Subcontractors comply with PHD and Hospital Policies and Procedures relative to the practice of OB/GYN when following patients in those facilities;
- f. Actively participate in peer review, case conferences, and other quality improvement activities as noted in PHD Protocols, Policies and Procedures;
- g. Personally act as lead physician for the Lompoc, Santa Barbara, Franklin, and Carpinteria Women's Health Services by scheduling professional services in clinic and on-call, responding to patient complaints and staff inquiries, approving Women's Health Protocols, conducting peer review, and assuring compliance with billing requirements. These activities will also be coordinated with the Santa Maria Women's Services clinics so as to prevent duplication;
- h. Personally act as a liaison between PHD staff and the medical staff of Santa Barbara Cottage Hospital and Lompoc Valley Medical Center to develop and maintain close working relationships;
- i. Adhere to COUNTY Health Insurance Portability and Accountability (HIPAA) Policies and Procedures, including attendance at required HIPAA trainings;
- j. Adhere to any and all aspects of COUNTY's Compliance Plan;
- k. Personally maintain credentials with all payor sources, e.g., Medicare, State Medi-Cal, CenCal Health. Notify COUNTY immediately of any changes;
- l. Complete training in prevention of Fraud, Waste, and Abuse as per existing federal regulations (to be provided by COUNTY);
- m. Participate in COUNTY's implementation of an Electronic Health Record system. Participate in training for system use, provide input into workflow processes and adhere to new performance objectives upon full implementation of the system. Act as the lead in the development of OB-GYN related Electronic Health Record templates and procedures, as indicated by COUNTY;
- n. Notify COUNTY immediately of any request to add or delete approved Subcontractors as defined in EXHIBIT D;

- o. Complete, or authorize COUNTY staff on CONTRACTOR's behalf to complete, the Centers for Medicare & Medicaid (Medi-Cal) Services enrollment for the Meaningful Use incentive and concurrent assignment of the financial incentive to Santa Barbara County PHD within 30 days of Agreement execution or as soon thereafter as made available by the Centers for Medicare and Medicaid Services.

V. **LICENSURE AND CERTIFICATION.** CONTRACTOR and CONTRACTOR's AGENTS, EMPLOYEES and SUBCONTRACTORS are required by professional or State agencies to be licensed or certified in order to provide services pursuant to this Agreement. CONTRACTOR hereby warrants and represents that such persons, including those Subcontractors listed in EXHIBIT D, are, and shall continue to be, licensed or certified for the entire term of this Agreement. Services provided by unlicensed or uncertified persons shall not be compensated.

CONTRACTOR and COUNTY (PCFH Administration Department) shall provide and maintain a listing of all Subcontractor Physicians, Certified Nurse Midwives, Nurse Practitioners and Physician Assistants who may provide services under this Agreement. The current list of Subcontractors is attached hereto as EXHIBIT D. Subcontractors may be added to EXHIBIT D only after CONTRACTOR has submitted a completed Medicare and Medi-Cal application on behalf of the proposed Subcontractor, and COUNTY has verified that the proposed Subcontractor is licensed and in good standing in the state of California and Subcontractor has provided evidence of a current DEA certificate and NPI number. COUNTY shall provide notice to CONTRACTOR in accordance with Section 2. **NOTICES** that the proposed Subcontractor may be added to the listing set forth in EXHIBIT D.

VI. **SOUTH COAST OB/GYN SERVICES** (Santa Barbara, Franklin, Carpinteria)

CONTRACTOR shall provide the following:

a. **Santa Barbara Health Care Center**

1. Provide two Women's Health Clinics per week at Santa Barbara Health Care Center.

b. **Hospital Emergency Call**

1. Provide physician hospital call coverage 365 days a year, 24-hour a day for Emergency Medical Conditions concerning COUNTY Patients on the South Coast of Santa Barbara County;
2. In the event CONTRACTOR is unable to provide 365 days a year, 24-hour a day on call coverage in the South Coast due to a reduction in community physician participation, COUNTY agrees to reopen discussions with CONTRACTOR to develop an alternate plan for coverage up to and including modification of this Agreement;
3. Act as the admitting physician for COUNTY Patients to Santa Barbara Cottage Hospital when on call for COUNTY;
4. Provide physician care for COUNTY Patients when on call for COUNTY;
5. Provide coverage for Emergency Medical Conditions for COUNTY Patients while on-call for Santa Barbara Cottage Hospital.

b. Hospital Care, Surgeries and Consultation

CONTRACTOR shall provide necessary and required hospital-based care for COUNTY Patients either personally or through Subcontractor arrangements. The services include, but are not limited to, the following: Provide physician coverage to admit, discharge, and round COUNTY Patients at Santa Barbara Cottage Hospital; perform surgeries such as vaginal deliveries, cesarean sections, C-section assistance, tubal ligations, emergency OB/GYN procedures; and Emergency Department consultations/admissions.

c. Complete OB Care for South Coast Patients

1. Provide perinatal care in the OB HCCs at Santa Barbara, Franklin, and Carpinteria 52 weeks per year/600 hours (not including COUNTY Holidays);
2. Personally attend 400 hours of Obstetrical clinics at the Santa Barbara, Franklin, and Carpinteria HCCs. Approved Subcontractors who are identified on Exhibit D may provide coverage for vacations or illness upon notification of Health Center Administrator;
3. Follow-up on ordered laboratory results, consultations, radiological procedures, and/or pathology studies;
4. Document the patient visit in the medical record;
5. Complete the Superbill or other appropriate means to document services;
6. Comply with PHD Policies and documentation to comply with all third party payer sources (e.g. Medi-Cal office visit compliance requirements).

VII. LOMPOC OB/GYN SERVICES

CONTRACTOR shall provide the following:

a. Emergency Call

1. Personally provide OB/GYN call coverage at Lompoc Valley Medical Center for ninety-six (96) days (24-hour days) or twenty-six percent (26%) of the total call coverage for Lompoc Valley Medical Center registered COUNTY Patients;
2. Act as the admitting physician for COUNTY Patients to Lompoc Valley Medical Center when on call for COUNTY;
3. Provide hospital Emergency Department consultation and care for COUNTY Patients when on call for COUNTY;
4. Provide coverage for Emergency Medical Conditions for COUNTY Patients while on-call at Lompoc Valley Medical Center.

b. Hospital Care, Surgeries and Consultation

1. Admit, discharge, and round COUNTY Patients at Lompoc Valley Medical Center. Perform surgeries such as vaginal deliveries, cesarean sections, C-section assistance, tubal ligations, emergency OB/GYN procedures, and Emergency

Department consultations/admissions. CONTRACTOR shall provide necessary and required hospital-based care for COUNTY Patients.

c. Complete OB Patient Care for Lompoc

1. Provide perinatal care to COUNTY Patients 46 weeks per year;
2. Provide complete gynecological services for Lompoc COUNTY Patients for forty six (46) Gynecology clinics;
3. Document the patient visit in the medical record;
4. Complete the Superbill or other appropriate means to document services.
5. Comply with PHD policies and documentation to comply with all third party payer sources (e.g. Medi-Cal office visit compliance requirements).

**EXHIBIT B
PAYMENT ARRANGEMENTS
PERIODIC COMPENSATION**

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$1,881,836 for the full term of this Agreement for providing the services set forth in Section 3 below. Total expenditures for the period September 1, 2011 through June 30, 2012 shall not exceed \$855,380. Total expenditures for the period July 1, 2012 through June 30, 2013 shall not exceed \$1,026,456.
2. 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. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
3. CONTRACTOR shall monthly submit to the COUNTY DESIGNATED REPRESENTATIVE a record of the following:
 - A. **Emergency Call, On-Call, Professional services, Supervision, and General Administration** rendered under this Agreement as forth EXHIBIT A, and an invoice and/or certified claim on the County Treasury for the service performed over the period specified. The monthly amount for these services shall be \$49,181 monthly.

The COUNTY shall pay CONTRACTOR the monthly amount for obstetrical care of South Coast OB and Lompoc OB and GYN patients including Obstetrical and Gynecological on-call duties on the South Coast Region and Lompoc Region of Santa Barbara County. The monthly amount covers all clinic-based care, on-call duties, emergency callback, and administrative services for the South Coast Region and Lompoc Region of Santa Barbara County.

- B. **Deliveries and Assists:** The COUNTY shall pay CONTRACTOR the current State Medi-Cal rate per delivery and the current State Medi-Cal rate per occurrence for C-section assistance for patients registered at the Santa Barbara, Franklin, Carpinteria, and Lompoc County Health Clinics. It is estimated that there will be 625 deliveries in the period of September 1, 2011 through June 30, 2012 and 750 deliveries in Fiscal Year 2012-13 or approximately \$312,210 and \$374,652 for each period, respectively. It is estimated that there will be 129 C-section assists in the period of September 1, 2011 through June 30, 2012 and 155 C-section assists in Fiscal Year 2012-13 or approximately \$22,188 and \$26,626 for each period, respectively. CONTRACTOR must provide the Delivery information, up to and including:

1. Date and location of the Delivery
 2. Patient name
 3. Medical Record number
 4. Surgical procedure code, and
 5. Diagnostic code

6. The patient's hospital face sheet or the Hollister should accompany the invoice. Failure to provide the information within 30 days of the Delivery will constitute an incomplete claim, which therefore cannot be processed by COUNTY for payment.

C. **Gynecological Services:** The COUNTY shall pay CONTRACTOR the current State Medi-Cal rate for scheduled and emergent Gynecological procedures performed in the Hospital. The amount is estimated to be \$64,167 for the Agreement period. CONTRACTOR is responsible for submitting, to the Utilization Management department, the COUNTY issued Superbill specific for gynecological procedures within 30 days of the provision of services. The Utilization Management department will process and pay the claim on a fee-for service basis. Reimbursements will be reduced for late submission of claims in accordance with 3rd party payer's detailed instructions/policies.

In no case, shall any changes to the compensation model be made that causes the reimbursement to exceed the total compensation identified in EXHIBIT B, Section 1, above.

4. Patients should be registered at the Santa Barbara, Franklin, Carpinteria, and Lompoc County Health Clinics. Under emergency circumstances, decided on a case by case basis, CONTRACTOR's service delivery eligible for reimbursement under the terms of this Agreement may occur prior to patient registration.
5. This Agreement shall not include CONTRACTOR's provision of diagnostic and surgical procedures performed in the hospital or in an outpatient surgery facility on COUNTY Patients who are one of the following:
 - a. Registered in the COUNTY Obstetrical program for their current pregnancy and are hospitalized for pregnancy-related complications, regardless of their financial status.
 - b. Admitted or treated for an Emergency Medical Condition with the financial status of Medically Indigent Adult (MIA) or in the COUNTY Psychiatric Health Facility.
 - c. Registered with the COUNTY for a surgical assistant procedure. CONTRACTOR shall submit a separate billing for services provided pursuant to this subsection c.
6. Neither CONTRACTOR nor Subcontractors shall bill the patient, Medi-Cal or other health insurance for obstetrical or gynecological deliveries for which CONTRACTOR or Subcontractors bills to the COUNTY. CONTRACTOR and Subcontractors are required to complete their own service documentation (Superbills) for surgeries/assists and provide this information to the COUNTY within thirty (30) days of service. Failure to provide complete and accurate service documentation may cause delays in payment and or reductions in payment in alignment with State Medi-Cal or Medicare fee for service reimbursement requirements. 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

INDEMNIFICATION AND INSURANCE

INDEMNITY PROVISIONS

Except for insurance coverage provided pursuant to EXHIBIT C, Section 3 below, the CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its officers, employees, and agents against all liabilities, claims, demands, damages and costs (including reasonable attorney's fees and litigation costs) that arise in any way from CONTRACTOR's obligation under this Agreement.

INSURANCE PROVISIONS

- 1) COUNTY shall not be responsible for providing the following insurance for purposes of this Agreement.
 - a) **Workers' Compensation Insurance.** COUNTY will not provide for any Workers' Compensation insurance to CONTRACTOR.
 - b) **Automobile Liability Insurance.** In limits and amounts as required by the State of California, during the term of this Agreement, CONTRACTOR shall maintain automobile liability insurance that shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder.
- 2) CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified in Section 1) b) above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated County representative as a condition precedent to any payment by COUNTY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.
- 3) COUNTY agrees to provide CONTRACTOR and Subcontractors with Medical Malpractice Insurance for services provided within the scope of this contract. As such, CONTRACTOR agrees to comply, and ensure compliance from his Subcontractors, with the following:
 - a) Abide by the terms and conditions of all insurance policies providing coverage to the County of Santa Barbara and actively participate in discussions and planning of any actions against CONTRACTOR.
 - b) Assign to the County of Santa Barbara, any Joint Powers Authority, Indemnifier or Insurance Company providing coverage to the County of Santa Barbara, the sole option of the County of Santa Barbara and/or Insurance Company to settle, if consensus is not reached between COUNTY and CONTRACTOR, without CONTRACTOR's consent.
 - c) Report all events, occurrences, incidents, claims and legal actions, including incidents that occur in CONTRACTOR's private practice, to the Designated Representative of the County of Santa Barbara within 24 hours of receipt of knowledge of such events, occurrence, incident, claim or legal action.
 - d) Report any and all actions taken by any state medical board or other entity against CONTRACTOR's license.

- e) Fully cooperate at all times with the County of Santa Barbara Risk Management Program, the appropriate adjustors/investigators and insurance carriers in the claims administration and/or defense of any claim/legal actions in which CONTRACTOR may be involved or named as a defendant.
- f) Keep the Designated Representative and Risk Management advised of new addresses and or telephone numbers until all claims wherein CONTRACTOR is involved or named as a defendant are fully resolved.
- g) Not to be reimbursed by the County of Santa Barbara or any Insurance Carrier for CONTRACTOR's, or any Subcontractor's, time spent in the investigation, defense or administration of any legal actions or claims arising from CONTRACTOR's service activities on behalf of the County of Santa Barbara health facilities.
- h) Accept that the coverage provided pursuant to this Agreement is only for services performed on behalf of the County of Santa Barbara at COUNTY facilities (Community Health Clinics or Mental Health Clinics, Detention Health or other health related programs of the COUNTY), or if approved in writing by COUNTY Administration at other facilities on behalf of the COUNTY.

No Medical Malpractice Insurance coverage is provided herein for any of CONTRACTOR's, or any of Subcontractor's, private patient practice activities. Malpractice insurance coverage does extend to CONTRACTOR's activities, under this Agreement, for COUNTY patients at the hospital.

CONTRACTOR, and every Subcontractor, shall bear the cost of his or her own defense and liability for any act or omission arising from professional duties outside the scope of this Agreement. Nothing contained herein shall be deemed to increase COUNTY's liability beyond limitations set forth by law.

CONTRACTOR shall report all COUNTY and non-COUNTY patient contacts/services provided pursuant to this subsection (h). These contacts shall be reported the next business day by either patient billings or some other approved form (e.g., patient "face sheet" for non-billed patients) as approved by the COUNTY Health Center Administrator.

CONTRACTOR, Subcontractors, agents and employees of CONTRACTOR shall immediately report any and all incidents related to a COUNTY patient. These incidents may include physical injuries or any potential malpractice risk provided pursuant to this subsection (h) on behalf of COUNTY and for private practice.

CONTRACTOR acknowledges that the Medical Malpractice Insurance coverage provided pursuant to this Agreement is automatically cancelled upon termination of this Agreement for any reason.

- i) COUNTY shall continue to indemnify CONTRACTOR after CONTRACTOR's Agreement with COUNTY has ceased, to the extent that a claim is made against CONTRACTOR for an act or omission that occurred while CONTRACTOR was acting within the course and scope of this Agreement with COUNTY.

j) CONTRACTOR acknowledges the policy and practice of the COUNTY that all claims are reported to the National Practitioner Data Bank when the circumstances and/or outcome meet the reporting requirements under the Health Care Quality Improvement Act, 1986 (42 USC Section 110) including any amendments thereto.

4) Failure to adhere to provisions of the Agreement may result in loss of coverage.

**EXHIBIT D
ADDITIONAL INSURED**

Date: September 1, 2011

CONTRACTOR and COUNTY agree on the following list of Subcontractors who may provide services for COUNTY under this Agreement:

<u>Subcontractor</u>	<u>CA License #</u>
Robert Corlett, MD	G00017177
Margaret Echt, MD	G00083194
Ralph Green, MD	A00019257
Donald Lindblad, MD	G00014482
David Nomeland, MD	G00057070
Ralph Quijano, MD	G00042581
Suzanne Ramos, MD	A00055641
David Raphael, MD	G00060734
Lynn Rudman, MD	G00066225
Alejandro Soffici, MD	G00065077
Elizabeth Toro, MD	G00057660
Heather Trebell, MD	A 0008887
John VanderHeide, MD	G00032295
Mohammed Ali Zaki, MD	A00044407
Carin Craig, MD	C53453
Anna Bunting, CNW	RN 415619
Alice Levine, CNW	RN 369804
Wanda Westerman, CNW	RN 379830