

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
SEE INTERNATIONAL
for
OPHTHALMOLOGY SERVICES

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 **SEE INTERNATIONAL** (hereafter AGENCY) having its principal place of business at 6950 Hollister Ave, Suite 250, Santa Barbara, California, 93117 wherein COUNTY agrees to provide the Ophthalmology services (hereinafter SERVICES) specified herein.

WHEREAS, the COUNTY's Public Health Department (PHD) is licensed/certified by the California Department of Health Services to provide SERVICES; and

WHEREAS, AGENCY has requested that the PHD perform SERVICES on its behalf; and

WHEREAS, COUNTY and AGENCY wish to create a Public/Private Sector partnership that will benefit both parties and the community by enhancing the level of medical care available to SEE International and COUNTY patients; and

WHEREAS, AGENCY has a significant waiting list of clients eligible for its program of free eye care and PHD has the clinic capacity to treat and care for these clients; and

WHEREAS, in support of this Public/Private Sector partnership, AGENCY has agreed to donate to PHD an Ophthalmic Retinal Scanner which has a value of approximately \$24,000.00 to be used by PHD clinic staff for eye exams at the Santa Barbara County Health Care Centers to enhance the existing treatment for diabetic patients; and

WHEREAS, the initial term for this Agreement is July 5, 2011 through June 30, 2012 and it is the intention of the parties, barring unforeseen logistical or negative program outcomes, for this partnership to be a long-term commitment; and

WHEREAS, direct referrals for COUNTY patients to AGENCY for eye care is not included in this initial agreement but rather is envisioned for future expansions.

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

1. **DEFINITIONS.** The following terms as used throughout this Agreement shall have the meanings set forth below:

- Provide compensation for up to 12 (20 minute) exams (3 exams per hour) per week at the Santa Barbara Health Care Center for ophthalmic care at a rate of \$90/hour. It is understood that these hours may be expanded with the written agreement of both parties.
- Provide referrals for Agency Patients for ophthalmic screening and exam services as per Santa Barbara County Health Care Center referral guidelines.
- Assist Santa Barbara County Health Care Center staff with Agency Patient visit scheduling, scheduling reminders and patient registration process.
- Provide access to eligible COUNTY patients for free or low cost prescription eye glasses.
- Obtain and donate a portable retinal scanner, to become the permanent property of COUNTY Santa Barbara Health Care Center for diabetic patient retinal exams.
- Make available, as necessary, ophthalmic equipment at the Santa Barbara Health Care Center. This equipment will be on permanent loan through the duration of this Agreement. AGENCY agrees to remove this equipment upon Agreement termination or at the request of the Santa Barbara County Public Health Department Director. AGENCY further permits this equipment to be used at the discretion of the Santa Barbara Health Care Centers when it is not being utilized for vision services at Agency locations.

5. **TERM.** CONTRACT shall commence on July 5, 2011 and terminate on June 30, 2012.

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid at the established rates of \$90.00 per hour for Ophthalmic Services provided to AGENCY Patients. Rates are subject to change. The maximum revenue amount to be generated under this Agreement is estimated to be \$18,720.00 based on service utilization of approximately 624 AGENCY Patients during the one year term of this Agreement.

COUNTY shall submit to AGENCY monthly invoices for the service performed that include the date of service, number of Ophthalmic Service hours rendered, and total payment due. AGENCY shall pay invoices within 30 days of presentation. Upon COUNTY discovery of payment errors made by AGENCY, COUNTY will contact AGENCY with written notice. COUNTY will make repayment to AGENCY within 30 days of overpayment error or AGENCY will provide payment for any compensation shortages within 30 days.

Payments not received in a timely manner may result in termination of Agreement pursuant to Section 11, or COUNTY may, at its sole discretion, cease seeing and/or treating Agency Patients for Payments not received from AGENCY.

7. **INDEPENDENT CONTRACTOR.** COUNTY and AGENCY agree that the relationship created by this Agreement is that of two independent contracting parties. At no time whatsoever shall AGENCY or

AGENCY employees be regarded as agents, servants or employees of the COUNTY as a result of the services performed pursuant to this Agreement.

8. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, COUNTY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which COUNTY is engaged. All products of whatsoever nature, which COUNTY delivers 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 COUNTY's profession. COUNTY shall correct or revise any errors or omissions, at AGENCY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by COUNTY without additional compensation.

9. **INSURANCE.** The County of Santa Barbara is self-insured for any general, automobile, professional and/or medical malpractice liability losses up to \$500,000 per occurrence combined single limit for bodily injury and property damage. In addition, COUNTY is permissibly self-insured for any workers' compensation loss. The COUNTY purchases excess liability insurance with limits in excess of \$1,000,000 through the CSAC Excess Insurance Authority, a joint power authority.

10. **ASSIGNMENT.** COUNTY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of AGENCY 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.

11. **TERMINATION.** Either party may terminate this Agreement upon ninety (90) days written notice to the other party. AGENCY shall pay COUNTY for all services performed up until the date of termination.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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, AGENCY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which AGENCY is obligated, which breach would have a material effect hereon.

18. **MEDICAL RECORDS.** The parties shall maintain all patient medical records relating to AGENCY Patients and County patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and the extent allowable under, applicable privacy and confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder.

19. **COMPLIANCE WITH HIPAA.** AGENCY 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 to 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 Ophthalmology Services between the **County of Santa Barbara** and **SEE International**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

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 Ophthalmology Services between the **County of Santa Barbara** and **SEE International**.

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CONTRACTOR

By: _____

Scott Groff, **SEE INTERNATIONAL**
Chairman of the Board of Directors

Date: _____

Tax ID Number: 31-1682275