

**Agreement
between
Santa Barbara County Public Health Department
and
[MEDICAL PROVIDER]
for the provision of services under the
COMPREHENSIVE PERINATAL SERVICE PROGRAM**

This Agreement (hereafter Agreement) is made by and between the County of Santa Barbara-Public Health Department, a political subdivision of the State of California (hereafter COUNTY-PHD) and XXXXXXXX (hereafter MEDICAL PROVIDER) having its principal place of business at XXXXX wherein COUNTY-PHD agrees to provide breastfeeding services to clients of the Comprehensive Perinatal Service Program (hereafter CPSP) as specified herein.

WHEREAS, access to qualified, bilingual Lactation Consultants is difficult to obtain in Santa Barbara County, and

WHEREAS, the COUNTY-PHD employs qualified, Spanish-speaking, International Board-Certified Lactation Consultants (IBCLCs) that provide breastfeeding consults and follow-ups to CPSP clients in the Public Health Clinics and/or Women, Infants, Children (WIC) sites, and

WHEREAS, The IBCLCs are also Registered Dietitians (RD) or Comprehensive Perinatal Service Workers (CPSW) who may work in either the CPSP program, the Primary Care Clinics or in the WIC program, and

WHEREAS, the COUNTY-PHD receives referrals for breastfeeding services from various sources including the CPSP program, the Women, Infant, Children (WIC) program and Obstetricians and Pediatricians in the Community, and

WHEREAS, countywide access to Lactation Consultants employed at COUNTY-PHD insures that more families will receive breastfeeding support;

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

1. **DESIGNATED REPRESENTATIVES.** Meg Beard MPH, CHES, RD, IBCLC at phone number (805) 681-5276 is the representative of COUNTY-PHD and will administer this Agreement for and on behalf of the COUNTY-PHD. XXXX at phone number (805) xxx-xxxx is the authorized representative for MEDICAL PROVIDER. 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-PHD: Meg Beard, MPH, CHES, RD, IBCLC
Nutrition Services
315 Camino del Remedio
Santa Barbara, CA 93110

To MEDICAL PROVIDER: XXXX
XXXX
XXXX
XXXX

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.** COUNTY-PHD agrees to provide services in accordance with EXHIBIT A attached hereto and incorporated herein by reference. MEDICAL PROVIDER agrees to provide services in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** This Agreement shall commence on XXXX, 2007 and continue from year to year until either party provides written notice of termination as provided in Section 10 hereto. COUNTY-PHD shall notify the appropriate CPSP certification body of the State of California upon termination of this Agreement by either party.

5. **COMPENSATION OF COUNTY.** COUNTY-PHD will provide services as outlined in EXHIBIT A without compensation from MEDICAL PROVIDER. COUNTY-PHD will not be prohibited from seeking compensation from State and Federal sources. County will bill for services rendered to all sources as outlined in EXHIBIT A. County also has programs available to assist those with financial hardship that meet certain criteria to facilitate access to breastfeeding services.

6. **INDEPENDENT CONTRACTOR.** COUNTY-PHD and MEDICAL PROVIDER agree that the relationship created by this Agreement is that of two independent contracting parties. At no time whatsoever shall MEDICAL PROVIDER or MEDICAL PROVIDER employees be regarded as agents, servants or employees of the COUNTY-PHD as a result of the services performed pursuant to this Agreement.

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

COUNTY-PHD shall deliver services according to site-specific protocols as defined in Title 22, CCR, Section 51179.9.

8. **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, the 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.

9. **ASSIGNMENT.** COUNTY-PHD shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of MEDICAL PROVIDER 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.

10. **TERMINATION.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

11. **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.

12. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY-PHD 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-PHD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY-PHD.

13. **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.

14. **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.

15. **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.

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

17. **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.

18. **CONFIDENTIALITY.** COUNTY-PHD and MEDICAL PROVIDER agree that the client's personal health information (PHI) will be used for treatment purposes only in compliance with the Health Insurance Portability and Accountability Act (HIPAA). COUNTY-PHD and MEDICAL PROVIDER acknowledge that HIPAA mandates them to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth below:

- A. COUNTY-PHD and MEDICAL PROVIDER agree to take all reasonable precautions to prevent any unauthorized disclosure of confidential information per California Health and Safety Code section 120440.
- B. The foregoing restrictions on disclosure shall survive the termination, expiration or cancellation of this agreement. COUNTY and MEDICAL PROVIDER agree not to sell, disclose or otherwise make the data available to others or use the data for soliciting or for any commercial purpose.
- C. COUNTY-PHD and MEDICAL PROVIDER agree that its personnel will comply with the following security regulations:
 - 1) Require all users, as a prerequisite of being granted access to such data, to sign statements, acknowledging their understanding that unauthorized use of such data or disclosure of such data to unauthorized parties is forbidden; and
 - 2) Provide reasonable physical security at facilities to limit access to the data; and
 - 3) Safeguard user ID and password against unauthorized use; and
 - 4) Take the same care to prevent unauthorized disclosure of the data that it takes to protect other information, data or tangible or intangible property of its own that it regards as proprietary or confidential.
- D. COUNTY-PHD and MEDICAL PROVIDER shall promptly inform the other party of any breach of confidentiality that has occurred.
- E. COUNTY-PHD and MEDICAL PROVIDER agree that all information and records obtained in the course of providing services to protect clients shall be subject to confidentiality and disclosure provisions and applicable Federal and State Statutes and Regulations.
- F. Any of the information shared will be treated as confidential medical information and used only to help provide immunization services to the patient, or to issue reminder notifications or conduct data analysis and program monitoring.
- G. If the patient or the patient's parent/guardian refuses to allow the information to be shared, COUNTY-PHD and MEDICAL PROVIDER shall not share this information.

Agreement between COUNTY-PHD and MEDICAL PROVIDER for the provision of services under the Comprehensive Perinatal Service Program.

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

MEDICAL PROVIDER

(Medi-Cal Provider Number: xx-FHC xxxxxx
National Provider ID Number: xxxxxxxxxxx)

Name Date

Title

Name of MEDICAL PROVIDER

SUPERVISING PHYSICIAN

(Medi-Cal Provider Number: xx-FHC xxxxxx
National Provider ID Number: xxxxxxxxxxx)

Name Date

Title

Name of MEDICAL PROVIDER

COUNTY-PHD

(Medi-Cal Provider Number: 42-FHC 70022F
National Provider ID Number: xxxxxxxxxxx)

Elliot Schulman, MD, MPH, Director Date
Public Health Department

The Public Health Director is authorized to execute this standard Agreement by the COUNTY Board of Supervisors – see Minute Order dated XXXX, 2007.

EXHIBIT A STATEMENT OF WORK

COUNTY-PHD agrees to accept the following terms and responsibilities:

1. Lactation Consultants (RD/CPSW) employed by COUNTY-PHD will be supervised by and report directly to Meg Beard, MPH, CHES, RD, IBCLC.
2. Provide breastfeeding assessment and follow-up to prenatal and postpartum clients within Santa Barbara County during business hours: 9:00 a.m. to 5:00 p.m. Monday through Friday.
3. Nutrition services to support breastfeeding shall include but are not limited to:
 - Persistent discomfort to the woman while breastfeeding
 - Infant weight gain concerns
 - Milk extraction
 - Lactation management
 - Suck dysfunction of the infant
4. Complete a Breastfeeding Consultation Report/Individualized Care Plan for each client after each visit which will indicate if further intervention or urgent attention by the Obstetrician or Pediatrician is recommended.
5. In the case of a breastfeeding emergency, will contact the Physician while completing the breastfeeding assessment.
6. Fax the Report/Plan to the Obstetrician and Pediatrician for inclusion in the client's medical chart.
7. Fax Report/Plan to other providers as necessary for psychosocial, nutrition or diabetes services.
8. After each breastfeeding consult or follow-up, the COUNTY-PHD will complete a county superbill. On a weekly basis, the superbill will be turned into the appropriate COUNTY-PHD coding specialist to be processed. The COUNTY-PHD will bill prenatal breastfeeding services under code 59603-Nutrition Counseling and post-partum breastfeeding services under code 59605-Postpartum Nutrition.
9. Directly bill CPSP for all services provided including but not limited to in-person breastfeeding assessments and follow-ups.
10. Obtain and retain a signed copy of the Patient's Release of Records.

MEDICAL PROVIDER agrees to accept the following terms and responsibilities:

1. Serve as Case Coordinator for the CPSP services and inform clients of their role as Case Coordinator.
2. Provide the following services as Case Coordinator: orientation, initial, trimester and postpartum assessments, care plan and interventions.
3. Provide the client with contact information for breastfeeding services of COUNTY-PHD.
4. Provide any additional information necessary for the breastfeeding consultation, as requested by COUNTY-PHD.
5. Act as the supervising physician for breastfeeding services and follow-ups.
6. Directly bill CPSP for all physician and case coordination services provided excluding in-person breastfeeding services.

Both parties agree to the following terms and conditions:

BILLING

1. MEDICAL PROVIDER will bill CPSP for all Obstetrician and other CPSP services that are provided by MEDICAL PROVIDER excluding breastfeeding services.
2. COUNTY-PHD will bill CPSP for CPSP services provided including but not limited to in-person breastfeeding assessments and follow-ups.
3. Pursuant to CCR Section 51504 “Comprehensive Perinatal Services”, the service limits as specified for an individual patient will not be exceeded except as allowed under FQHC/RHC regulations.
4. COUNTY-PHD and MEDICAL PROVIDER will ensure that duplicate billing of services will not occur.
5. Neither COUNTY-PHD nor MEDICAL PROVIDER will apply global billing unless only one CPSP provider provides the Obstetrician portion of care then global billing will be allowable.
6. When billing for a CPSP service which has a prerequisite requirement that has been performed and billed by another provider, the biller must indicate in the “Remarks” portion of the Medi-Cal claim form that the prerequisite service was performed by another provider identified by name and Medi-Cal provider number.

LOCATION FOR APPOINTMENTS

Appointments for breastfeeding services will occur at COUNTY-PHD locations throughout the County.

OPEN REFERRAL

The Agreement will serve as an open referral for services eliminating the requirement for a hard copy referral from the doctor or nurse to COUNTY-PHD for breastfeeding services.

RECIPROCAL CHART REVIEW

Both parties agree to make medical records available for reciprocal chart review pursuant to the confidentiality regulations stated in Section 18 and Exhibit B.

PROCEDURES FOR EMERGENCY BREASTFEEDING PATIENT CARE

When urgent breastfeeding consultation is required on weekends, holidays or weekdays between 5:00 p.m. to 9:00 a.m. the client’s physician must be contacted.

MONITORING

To ensure the successful implementation of this Agreement, the services and Agreement will be reviewed and evaluated by both parties one year from the date it becomes effective. If necessary the Agreement will be revised upon mutual agreement.

LOCAL PERINATAL SERVICES COORDINATOR

I, _____, the Local Perinatal Services Coordinator, approve this Dual Provider Agreement:

_____ Date _____

Name

Title

Agency

DEPARTMENT OF HEALTH SERVICES

I, a representative of the Department of Health Services, Maternal and Child Health Branch, approve this Dual Provider Agreement:

_____ Date _____

Name

Title

Agency