

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

COUNTY OF SANTA BARBARA

and

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

for

HOSPITALIST AND OUTPATIENT PROFESSIONAL SERVICES

SECOND AMENDMENT

Effective May 1, 2015

THIS IS THE SECOND AMENDMENT (hereafter referred to as **Second Amendment**) to the Agreement for Hospitalist and Outpatient Professional Services, (hereafter **Agreement**), by and between the County of Santa Barbara (hereafter COUNTY) and Lawrence J. Bines, M.D., P.C. (hereafter CONTRACTOR) for the provision of hospitalist and outpatient obstetrics and gynecological professional services.

WHEREAS, the Agreement is effective through June 30, 2015; and

WHEREAS, the parties desire to amend the Agreement to revise the eligible service providers for this Agreement; and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement and First Amendment approved by the County of Santa Barbara.

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

1. **Definitions.** Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. Agreement, Section 13 shall be revised to add the provision indicated in bold:

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 **and are in compliance with credentialing and re-credentialing policies** 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.

- b. EXHIBIT B PAYMENT ARRANGEMENTS - PERIODIC COMPENSATION shall be revised to add the provision indicated in bold:
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 shall be responsible for all third party payer and patient invoicing including the application of Health Resources Services Administration (HRSA) approved sliding fee scale discounts for eligible patients.**
- c. EXHIBIT D ADDITIONAL INSURED is replaced in its entirety with EXHIBIT D dated May 1, 2015 attached hereto and incorporated by reference.

3. **All other terms of the Agreement remain in full force and effect.**

Second Amendment to Agreement for Hospitalist and Outpatient Professional Services between the County of Santa Barbara and Lawrence J. Bines, M.D., P.C.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective May 1, 2015.

COUNTY OF SANTA BARBARA

Janet Wolf Chair
Chair, Board of Supervisors

Date: _____

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
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
PUBLIC HEALTH DEPARTMENT

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

By: _____
Director

By: _____
Risk Manager

Second Amendment to Agreement for Hospitalist and Outpatient Professional Services between the **County of Santa Barbara** and **Lawrence J. Bines, M.D., P.C.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective May 1, 2015.

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

By: _____
Lawrence, J. Bines, M.D., P.C.

Date _____

EXHIBIT D
ADDITIONAL INSURED

Date: May 1, 2015

Changes to Subcontractors listed below must be reviewed and authorized by the Public Health Department Director or his or her designee prior to participation in services under this Agreement. Approved revisions shall be incorporated by reference into the Agreement and shall not require a formal amendment.

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
Charmian Dresel-Velasquez, MD	A105955
Margaret Echt, MD	G00083194
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
Wanda Westerman, CNM	NP1486
Susan Regenhardt, CNM	NMF764
Lloyd Trujillo, MD	G88719