

**AGREEMENT
PROFESSIONAL SERVICES CONTRACT
BETWEEN SANTA BARBARA COUNTY ALCOHOL, DRUG & MENTAL HEALTH
SERVICES
AND
RONALD KOEGLER, MD.**

BC # 07-127

COP less than half-time

The County of Santa Barbara, a political subdivision of the State of California, hereinafter called "**COUNTY**", does hereby enter into agreement with **Ronald Koegler, MD** hereinafter called "**CONTRACTOR**", as follows:

1. **TERM**

The term of this Agreement shall be **2/26/2007** through **6/30/2007**, subject to extension or termination as hereinafter provided.

2. **DIRECTION AND SUPERVISION**

CONTRACTOR will report to the Director of Alcohol, Drug & Mental Health Services or his designee(s). Designee(s) will be named in writing and may be changed from time-to-time, as necessary.

3. **CONTRACTOR DUTIES.** Specific duties are listed in Exhibit A, which is attached hereto and made a part of this Agreement by reference.

4. **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. The maximum payment under this Agreement shall not be exceeded without a written approval from **COUNTY**.

5. **CONTRACTOR ON PAYROLL STATUS.** **CONTRACTOR** understands and agrees that **CONTRACTOR'S** term of employment is governed solely by this Agreement; and that no right of tenure is created hereby; and that **CONTRACTOR** does not and will not, by virtue of this Agreement, hold a position in any department or office of the **COUNTY** under this Agreement; and that **CONTRACTOR'S** services to the **COUNTY** under this Agreement are authorized pursuant to Government Code §31000. **CONTRACTOR** warrants that **CONTRACTOR** is fully licensed to perform all work contemplated in this Agreement, and **CONTRACTOR** agrees to submit verification of licensure.

6. **BENEFITS**

Benefits payable to **CONTRACTOR** pursuant to this Agreement are limited to:

A. Standard benefits: Employer's share of either Social Security (aka FICA) or the Social Security alternative Plan (aka SSAP); employer's share of federal Medicare health insurance; County workers' compensation insurance; State unemployment insurance; and travel expense reimbursement for mileage claims with prior written authorization.

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- B. Paid Leave: **CONTRACTOR** understands and agrees that **CONTRACTOR** is not entitled to any paid holidays, paid vacation, paid sick leave or other paid leave.

- C. Retirement: **CONTRACTOR** shall not be a member of the Santa Barbara County Employees Retirement System.

- D. Other: **CONTRACTOR** understands and agrees that **CONTRACTOR** is not and will not be eligible for membership in or any benefits from any **COUNTY** group plan or hospital, surgical or medical insurance.

- 7. **VEHICLE OPERATION.** **CONTRACTOR** may be permitted to use **COUNTY** vehicles as part of **CONTRACTOR's** assignment and shall maintain a valid California Driver's License.

- 8. **BILLING AND CONFLICTS.** **CONTRACTOR** shall not bill patients or third parties for any services which **CONTRACTOR** provides to **COUNTY.** **CONTRACTOR** shall comply with any written departmental policy on the subject of conflicts of interest.

- 9. **INDEMNITY AND INSURANCE.** While performing services under this Agreement, **CONTRACTOR** will be covered for Worker's Compensation by such policy held by **COUNTY.**

- 10. **LICENSURE.** **CONTRACTOR** is responsible for licensure fees, subscriptions to journals and other professional expenses not specifically detailed in this Agreement.

11. **NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Notices and consents under this section, shall be served by Registered or Certified Mail, Return Receipt Requested, and addressed as follows:

- A. To **CONTRACTOR** Ronald Koegler, MD
 1501 Tremonto Dr.
 Santa Barbara, CA 93103

- B. To **COUNTY** Director
 Alcohol, Drug & Mental Health Services
 300 N. San Antonio Road
 Santa Barbara, Ca 93110

12. **APPLICABLE LEGISLATION**

CONTRACTOR agrees to provide services in accordance with all applicable provisions of the Welfare and Institutions Code §§5000-5550 (Lanterman-Petris-Short Act), Title 9 of the California Code of Regulations, and Short-Doyle Medi-Cal policies pursuant to the

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requirements of the Community Mental Health Services plan and policy as administered by the **COUNTY'S** Director of Alcohol, Drug & Mental Health Services.

13. CONSERVATORSHIPS

CONTRACTOR agrees to appear for testimony for court and jury trials as determined necessary by the Conservator for purposes of establishing or reestablishing Conservatorships for clients they have previously or are currently serving.

AGREEMENT

Agreement for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **Ronald Koegler, MD.**

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

COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

CONTRACTOR:

By: _____

Tax Id No.

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____

Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

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

By: _____

Deputy County Counsel

By: _____

Deputy

APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

Director

By: _____

EXHIBIT A

RONALD KOEGLER, MD

CONTRACTOR'S SPECIFIC DUTIES

Statement of Work

CONTRACTOR shall serve as a Licensed, Board-certified or Board-eligible psychiatrist for, and on behalf of, **COUNTY** under the general direction of the Director of Alcohol, Drug & Mental Health Services or designee, and will perform the following duties 12 – 14 hours per week as scheduled:

1. Provide as needed all psychiatric services allowed under the scope of licensure as a licensed physician and surgeon in California.
2. Perform diagnostic, suicide, Tarasoff, involuntary admission, medication, and other evaluations.
3. Prescribe and administer, as needed, psychiatric medication(s).
4. Provide medication education for staff, clients, and families.
5. Participate in review, revision, and approval of assessments of clients.
6. Participate in the development, review, revision, and approval of treatment plans.
7. Provide consultation, training, and support of multi-disciplinary team members, as needed.
8. Participate in utilization review, medication monitoring, quality improvement protocols, and peer review.
9. Adhere to documentation and reporting requirements established by **COUNTY**.
10. Perform other relevant work within the scope of **CONTRACTOR'S** license.
11. The following summarizes the **COUNTY'S** expectations of the psychiatrist. The psychiatrist:
 - a. Shall accept training on the use of Online Progress Notes (OLPN) and document patient contacts using the OLPN format;
 - b. Efficiently provide bridge orders for medications previously prescribed based on input from the clinic staff and , when necessary, patient's record;
 - c. Shall schedule new patients for 1.5 hours during which assessment, initial treatment plan, appropriate documentation and dictation of case shall be completed;

EXHIBIT A

- d. Shall schedule follow-up appointments for 30 minutes. It is expected that a minimum of two (2) clients per hour will be seen and their care documented using the OLPN format.
 - e. Shall accommodate urgent or emergent concerns, walk-ins, medication refills, or other requests made by the Psychiatric Technicians or program manager in the event of a client “no-show”.
12. Productivity expectations are 60% for the first month of employment; 70% for the following two (2) months and 75% or above thereafter.

EXHIBIT B

EXHIBIT B

COUNTY shall pay **CONTRACTOR** for professional services pursuant to this Agreement upon biweekly submission by **CONTRACTOR** of a timesheet, and such payment shall be subject to deductions and include withholding of state and federal taxes. In no event shall the compensation payable exceed the total sum of \$ 36000 without written amendment. This not to exceed amount includes the following:

- \$36000 for 360 **CON** hours of work by **CONTRACTOR** at a rate of \$100 per hour.

CONTRACTOR ON PAYROLL

CONTRACT SUMMARY PAGE

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 06-07
 D2. Budget Unit Number 043
 D3. Requisition Number.....
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person..... Cathy Fox
 D6. Telephone (805) 681-5168

K1. Contract Type (check one): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose COP Psychiatrist
 K3. Original Contract Amount \$36000
 K4. Contract Begin Date 2/26/2007
 K5. Original Contract End Date 6/30/2007
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose

B1. Is this a Board Contract? (Yes/No)..... Yes
 B2. Number of Workers Displaced (if any)..... N/A
 B3. Number of Competitive Bids (if any)..... N/A
 B4. Lowest Bid Amount (if bid) N/A
 B5. If Board waived bids, show Agenda Date..... N/A
 and Agenda Item Number
 B6. Boilerplate Contract Text Unaffected? (Yes / or cite

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$36000
 F3. Fund Number 0044
 F4. Department Number..... 043
 F5. Division Number (if applicable).....
 F6. Account Number..... 6177
 F7. Cost Center number (if applicable)..... 5551
 F8. Payment Terms.....

V1. Vendor Numbers (A=Auditor; P=Purchasing)..... NEW
 V2. Payee/Contractor Name Ronald Koeqler, MD
 V3. Mailing Address..... 1501 Tremonto Dr.
 V4. City, State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93103
 V5. Telephone Number..... 8056873573
 V6. Contractor's Federal Tax ID Number (EIN or SSN).....
 V7. Contact Person..... Roanld Koeqler, MD
 V8. Workers Comp Insurance Expiration Date N/A
 V9. Liability Insurance Expiration Date[s] N/A
 V10. Professional License Number
 V11. Verified by (name of county staff)..... Cathy Fox
 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: _____