

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

FIRST AMENDMENT

Effective July 1, 2013

THIS IS THE FIRST AMENDMENT (hereafter referred to as **First Amendment**) to the Agreement for Hospitalist and Outpatient Professional Services, number ~~BC-12-068~~ (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. *Red*

WHEREAS, the Agreement is effective through June 30, 2013; and

WHEREAS, the parties desire to amend the Agreement to extend the term and enhance services; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement 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 First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. The Agreement is amended as follows:
 4. **TERM.** CONTRACTOR shall commence performance on ~~September 1, 2011~~ **July 1, 2013** and end performance upon completion, but no later than June 30, 2013 **2015** 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.

The following section shall be added to the Agreement:

32. COMPLIANCE. CONTRACTOR, by entering into this Agreement, attests to the fact that neither CONTRACTOR nor Subcontractors are excluded from federal contracting or billing for eligible Medicare or Medicaid (Medi-Cal in California) services.

- b. EXHIBIT A STATEMENT OF WORK is replaced in its entirety with EXHIBIT A dated July 1, 2013 attached hereto and incorporated by reference.
- c. EXHIBIT B PAYMENT ARRANGEMENTS is replaced in its entirety with EXHIBIT B, dated July 1, 2013, attached hereto and incorporated herein by reference.

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First Amendment to Agreement for Hospitalist and Outpatient Professional Services ~~BC-12-068~~
between the **County of Santa Barbara** and **Lawrence J. Bines, M.D., P.C.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2013.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD



Chair, Board of Supervisors

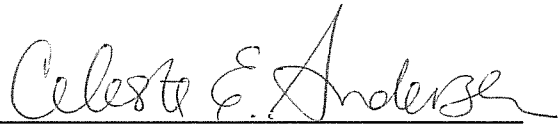
Date: 7-1-13

By: 


Deputy Clerk

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By: 

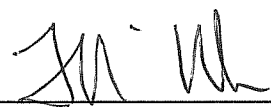
Deputy County Counsel

By: 

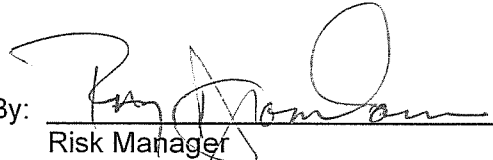
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

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

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

By: 

Director

By: 

Risk Manager

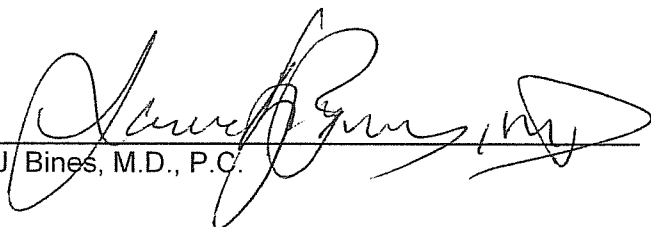
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First Amendment to Agreement for Hospitalist and Outpatient Professional Services ~~BC-12-068~~
between the **County of Santa Barbara** and **Lawrence J. Bines, M.D., P.C.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2013.

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

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



Date 5-15-13

EXHIBIT A

STATEMENT OF WORK

July 1, 2013

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 Hospital 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 Santa Maria, 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 Physician Assistants in the Lompoc, Franklin, Santa Barbara and Carpinteria HCCs, who are independent contractors and in accordance with COUNTY 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 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 facilitate quarterly, system wide, OB/GYN case conferences to standardize and improve patient care, provide continuing education opportunities and develop provider and staff expertise.
- h. Personally act as lead physician for PHD 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 HCC so as to prevent duplication, enhance emphasis and coordination with Santa Maria HCC to achieve one consistent, countywide Women's Health program;
- i. 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;
- j. Adhere to COUNTY Health Insurance Portability and Accountability (HIPAA) Policies and Procedures, including attendance at required HIPAA trainings;
- k. Adhere to any and all aspects of PHD's Compliance Plan, Code of Ethics and Risk Management Plan;
- l. Personally maintain credentials with all payor sources, e.g., Medicare, State Medi-Cal, CenCal Health. Notify COUNTY immediately of any changes;
- m. Complete training and any required updates in prevention of Fraud, Waste, and Abuse as per existing federal regulations (to be provided by COUNTY);
- n. Act as the lead in the development, maintenance and revisions of OB-GYN related Electronic Health Record templates and procedures, as directed by COUNTY;

- o. Personally participate in monthly supervisor meetings with Health Center Administrators, Supervising Physicians, Supervising Administrative Office Professional III, Supervising RNs, etc.;
- p. Personally partner with all Health Center Administrators to develop an HCC Marketing and Patient Retention Plan approved by the Primary Care and Family Health (PCFH) Deputy Director that includes multimedia elements and advertisements including print, radio, and website postings; and
 - i. Communicate plan to all PHD providers
 - ii. Communicate plan to all HCC staff
 - iii. Personally partner with the health care practitioners (mid-levels), both employees and contractors, to facilitate their ability to achieve or exceed current health care practitioner productivity standards
 - iv. Personally assist the supervising RNs to reorganize health care center staff work flow processes to increase patient visits
 - v. Cooperate and coordinate with WIC staff
- q. Notify COUNTY immediately of any request to add or delete approved Subcontractors as defined in EXHIBIT D of Agreement;
- r. 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

- a. 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.
- b. 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 provided as EXHIBIT D of the Agreement. COUNTY and CONTRACTOR agree that EXHIBIT D may be updated as needed to add Subcontractors, and any such updates shall neither affect the Agreement nor require amendment to the Agreement. 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 originally set forth as EXHIBIT D.

- c. **Compliance Partner Responsibilities:** CONTRACTOR shall review the PHD Compliance Program Plan, Code of Ethics and Risk Management Plan and adhere to the policies and procedures as outlined in these Plan elements at all times under the terms of this Agreement.
- d. CONTRACTOR, shall conduct regular and frequent reviews of all clinical, support staff and any Subcontractors providing services to PHD under this Agreement against the Centers for Medicare & Medicaid Services (CMS) Exclusions List and other applicable lists. CONTRACTOR or any CONTRACTOR staff or Subcontractors excluded or found to be on any of the aforementioned lists shall not provide services under this Agreement, nor shall the cost of such staff be claimed to CMS or PHD. CONTRACTOR shall immediately notify COUNTY should exclusions occur.

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. These services include, but are not limited to: Provide physician coverage to admit, discharge, and

round COUNTY Patients at Santa Barbara Cottage Hospital; perform surgeries such as vaginal deliveries, C-sections, C-section assistance, tubal ligations, emergency OB/GYN procedures; and Emergency Department consultations/admissions.

c. Complete OB/GYN 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 to 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. 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, C-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. Comply with PHD policies and documentation to comply with all third party payer sources (e.g. Medi-Cal office visit compliance requirements).

VIII. PERFORMANCE GOALS AND OBJECTIVES

- a. Increase OB and Pediatric patient visits by 8% in all HCCs in FY 2013/14 and 10% in FY 2014/15
- b. Limit unreimbursed ultrasound services to no more than 1% of total ultrasound services.
- c. Coordinate with PHD WIC staff to support medical nutrition therapy and lactation in all locations.
- d. Maintain commitment to compliance with all Comprehensive Perinatal Services Program (CPSP) standards and monitor OB visits at all locations to prevent exceeding the current 10 visit maximum.

**EXHIBIT B
PAYMENT ARRANGEMENTS – PERIODIC COMPENSATION**

July 1, 2013

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed \$2,008,156 for the full term of this Agreement for providing the services set forth in Section 3 below. Total expenditures shall not exceed \$1,004,078 annually.
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 in 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/gynecological care of South Coast OB, Lompoc OB and GYN patients including Obstetrical and Gynecological on-call duties for 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 650 deliveries annually or approximately \$351,000. It is estimated that there will be 150 C-section assists or \$27,900. 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 \$70,000 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 .

4. Patients should be registered at the Santa Barbara, Franklin, Carpinteria, Santa Maria, 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) from July 1, 2013 through December 31, 2013 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.