

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**Between**

**SANTA BARBARA COUNTY**

**And**

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

**FIRST AMENDMENT**

**Effective May 1, 2009**

**THIS IS THE FIRST AMENDMENT** (hereafter referred to as **First Amendment**) to the Agreement for Services of Independent Contractor, number BC-08-025 (hereafter **Agreement**), by and between the County of Santa Barbara (COUNTY) and Lawrence J. Bines, M.D., P.C. (CONTRACTOR), for the provision of obstetrical and gynecological services in the Public Health Department's South Coast and Lompoc regions.

**WHEREAS**, the Agreement is effective through June 30, 2009; and

**WHEREAS**, the parties desire to amend the Agreement and extend the term of the Agreement to June 30, 2011; and

**WHEREAS**, the parties desire to amend the Agreement to increase the compensation for the months of May and June in FY 2008/09 due to an substantial increase in obstetrical/gynecological visits/deliveries/surgeries; and

**WHEREAS**, the COUNTY desires to provide a 3.5% increase in the monthly amount which covers all clinic-based care, on-call duties, emergency callback, and administrative services for each of the fiscal years 09/10 and 10/11; and

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

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR 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:

1. **DESIGNATED REPRESENTATIVE.** ~~Jane Overbaugh~~ *Elizabeth Snyder*, Primary Care & Family Health Division of the Public Health Department (PHD), at phone number ~~(805) 681-5473~~ *(805) 681-5252* is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Lawrence J. Bines, M.D. at phone number (805) 966-7140 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party

4. **TERM.** CONTRACTOR shall commence performance on ~~July 1, 2007~~ *May 1, 2009* and end performance upon completion, but no later than ~~June 30, 2009~~ *June 30, 2011* unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this First Amendment in accordance with the terms of Exhibit B (see original Agreement) as revised herein.

31. **NON-APPROPRIATIONS.** *In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then COUNTY shall immediately notify CONTRACTOR of such occurrence and the Agreement may be terminated by COUNTY. Subsequent to the termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.*

b. **EXHIBIT B - PAYMENT ARRANGEMENTS** is amended as follows:

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total amount, including cost reimbursements, not to exceed ~~\$1,526,291~~ **\$1,918,865** for the full amended term of this Agreement for providing the services set forth in Section 3 below. ~~Total expenditures for the period July 1, 2007 through June 30, 2008 shall not exceed \$750,955. Total expenditures for the period July 1, 2008 through June 30, 2009 shall not exceed \$775,336~~ *The not to exceed amount of expenditures for the period May 1, 2009 through June 30, 2009 shall be increased by \$142,531. Total expenditures for the period July 1, 2009 through June 30, 2010 shall not exceed \$875,111. Total expenditures for the period July 1, 2010 through June 30, 2011 shall not exceed \$901,223.*

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 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 ~~\$35,190 or \$422,279~~ annually for FY 07/08; and monthly ~~\$37,222 or \$ 446,660~~ annually for FY 08/09; and monthly ~~\$39,325 or \$471,900~~ annually for FY 09/10; and monthly ~~\$41,501 or \$498,012~~ annually for FY 10/11.

B. **Deliveries:** The COUNTY shall pay CONTRACTOR the current State Medi-Cal rate (\$545.00) per delivery for patients registered at the Santa Barbara, Franklin, Carpinteria, and Lompoc County Health Clinics. (It is estimated that there will be ~~540 deliveries at \$545.00 or \$294,300~~ for each fiscal year ~~FY 07/08 and 797 deliveries at \$545.00 or \$434,300~~ for FY 08/09 and an additional 257 deliveries at \$545 or **\$140,000** in the period May 1, 2009 through June 30, 2009, and 625 deliveries at \$545 or **\$340,625** for FYs 09/10 and 10/11.) 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 ~~\$31,976 for each fiscal year for FYs 07/08 and 08/09 and \$45,000 for FYs 09/10 and 10/11.~~) 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 payor's detailed instructions/policies
- D. **A Contract Improvement Performance Incentive** shall be paid to CONTRACTOR if the annual productivity goal is met. The total incentive money available is **\$2,400** per ~~12-month fiscal-year~~ *FYs 09/10 and 10/11.*
- E. **Extra Outpatient Clinics:** *The COUNTY shall pay CONTRACTOR for extra clinics at the rate of \$79.097 per hour effective May 1, 2009. (The amount is estimated to be 32 hours or \$2,531 for the period May 1, 2009 through June 30, 2009 and 192 hours or \$15,186 for each FYs 09/10 and 0/11.)*
3. **Ramifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First Amendment to Agreement for Services of Independent Contractor BC-08-025 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 May 1, 2009.

COUNTY OF SANTA BARBARA

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

By: \_\_\_\_\_ By: \_\_\_\_\_  
Deputy Chair, Board of Supervisors

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
Deputy County Counsel Deputy

APPROVED:  
ELLIOT SCHULMAN, MD, MPH  
DIRECTOR/ HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM  
RAY AROMATORIO, ARM, AIC  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_ By: \_\_\_\_\_  
Director

First Amendment to Agreement for Services of Independent Contractor BC-08-025 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 May 1, 2009.

**CONTRACTOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
LAWRENCE J. BINES, M.D., P.C.

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board if > \$100,000. If < \$100,000, submit a Purchasing Requisition to the Purchasing Division.

D1. Year(s) .....: FYs 08-09; 09-10, & 10-11  
 D2. Department Number (plus -Ship/-Bill codes in paren's): 041  
 D3. Requisition Number .....:  
 D4. Department Name .....: Public Health Department  
 D5. Contact Person.....: Dawn McGrew  
 D6. Phone .....: (805) 681-5205

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose.: Lompoc and South Coast OB services  
 K3. Original Contract Amount First Amend Amt ..... \$1,918,865  
 K4. Contract Begin Date.....: May 1, 2009  
 K5. Original Contract End Date .....: June 30, 2011  
 K6. Amendment History (leave blank if no prior amendments): None.  

<u>Seq#</u>	<u>Effective Date</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtTo</u>	<u>DateNewTotal</u>	<u>AmtNew</u>	<u>EndDate</u>	<u>Purpose (2-4 words)</u>
1		\$					

K7. Department Project Number.....:  
 B1. Is this a Board Contract? (Yes/No).....: Yes  
 B2. Number of Workers Displaced (if any).....: 0  
 B3. Number of Competitive Bids (if any).....: N/A  
 B4. Lowest Bid Amount (if bid) .....: \$  
 B5. If Board waived bids, show Agenda Date .....:  
 B6. ... and Agenda Item Number .....:  
 B7. Boilerplate Contract Text Unaffected? ..... N/A

F1. Encumbrance Transaction Code .....: 1701  
 F2. Current Year Encumbrance Amount.....:  
 F3. Fund Number.....: 0042  
 F4. Department Number .....: 041  
 F5. Division Number (if applicable) .....: 1294 and 1297  
 F6. Account Number .....: 7467  
 F7. Cost Center number (if applicable).....:  
 F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....: A=080425  
 V2. Payee/Contractor Name.....: Lawrence J. Bines, M.D., P.C.  
 V3. Mailing Address .....: 216 Mesa Lane  
 V4. City State (two-letter) Zip (include +4 if known): Santa Barbara, CA 93109  
 V5. Telephone Number .....: 966-7140  
 V6. Contractor's Federal Tax ID Number (EIN or SSN): On file.  
 V7. Contact Person.....: Lawrence J. Bines  
 V8. Workers Comp Insurance Expiration Date .....: Waived by Risk Management  
 V9. Liability Insurance Expiration Date[s] (G=ent; P=rofl): Waived by Risk Management  
 V10. Professional License Number.....: A 48972  
 V11. Verified by (name of County staff).....: Dawn McGrew  
 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 \_\_\_\_\_