

DUAL PROVIDER AGREEMENT

between the

SANTA BARBARA COUNTY

and

for

the provision of specialized services under the

COMPREHENSIVE PERINATAL SERVICES PROGRAM

THIS DUAL PROVIDER AGREEMENT (hereafter Agreement) is made by and between the COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and _____, hereinafter referred to as the "MEDICAL PROVIDER".

RECITALS

WHEREAS, MEDICAL PROVIDER provides obstetric services under the California Comprehensive Perinatal Services Program (CPSP), and wishes to refer patients to specialized services; and

WHEREAS, the COUNTY has professional staff suitable for the MEDICAL PROVIDER patient referrals; and

WHEREAS, the CPSP allows for Dual Provider Agreements to be established to ensure increased opportunities of service for the patients participating in the program; and

WHEREAS, COUNTY is willing to allow MEDICAL PROVIDER to refer patients to specialized services offered at COUNTY Health Care Centers (HCC).

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

AGREEMENT

1. COUNTY SHALL:

- a. Provide specialized services through the CPSP to patients referred from MEDICAL PROVIDER;
- b. Directly bill CPSP for specialized services provided at County site;
- c. Ensure that County staff working in the CPSP are adequately trained in the CPSP and adhere to CPSP guidelines;
- d. Obtain and retain a signed copy of the Patient's Release of Records;
- e. Fax the Visit Summary Report to the MEDICAL PROVIDER 's office; and
- f. Provide required Health Insurance Portability and Accountability (HIPAA) Privacy and Security training to all County staff. COUNTY shall maintain records documenting this training.

2. MEDICAL PROVIDER SHALL:

- a. Serve as Case Coordinator for the CPSP services and inform patients of their role as Case Coordinator;

- b. Provider the following services as Case Coordinator: orientation, initial, trimester and postpartum assessments; individual care plan and interventions;
- c. Provide each patient with written instructions for their access to emergency care during their pregnancy; and
- d. Directly bill the CPSP for all physician and case coordination services provided excluding those performed by COUNTY providers.

3. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To PHD: Contracts Unit

Public Health Department
 300 N. San Antonio Road, Bldg 8
 Santa Barbara, CA 93110
 Email: phdca@sbcphd.org

To MEDICAL PROVIDER:

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

4. **SCOPE OF SERVICES.** COUNTY and MEDICAL PROVIDER each agree to provide services in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

5. **TERM.** This Agreement shall be for a period of three (3) years, terminating on _____. Either party may terminate this Agreement after giving the other party thirty (30) days advance written notice of its intention to so terminate.

6. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that each party (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the other party. Furthermore, neither party shall have no right to control, supervise, or direct the manner or method by which the other party shall perform its work and function. Each party understands and acknowledges that it shall not be entitled to any of the benefits of the other party's employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Each party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.

7. **STANDARD OF PERFORMANCE.** Both parties represent that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, each party shall perform all such services in accordance with the care, skill, and diligence ordinarily exercised by professionals providing similar services under similar circumstances ("Standard of Care") All products of whatsoever nature, which either party delivers pursuant to this Agreement,

shall be prepared in accordance with the Standard of Care and shall conform to the standards of quality normally observed by a person practicing in the profession. Either party shall correct or revise any errors or omissions, at the other party's request without additional compensation. Permits and/or licenses shall be obtained and maintained by each party without additional compensation.

As may be applicable, each party shall deliver services according to site-specific protocols as defined in Title 22, of the California Code of Regulations, section 51179.9.

8. **INSURANCE.** COUNTY is self-insured for any general, automobile, professional and/or medical malpractice liability losses up to \$1,500,000 per occurrence combined for single limit for bodily injury and property damage. In addition, the COUNTY is permissibly self-insured for any workers' compensation loss. COUNTY purchases excess liability insurance with limits in excess of \$10,000,000 through the PRISM, a joint power authority.
9. **INDEMNITY.** MEDICAL PROVIDER shall be responsible for damages arising out of the negligence of MEDICAL PROVIDER's officers, agents, and employees occurring in the performance of this Agreement. COUNTY shall be responsible for damages caused by the gross negligence of its officers, agents and employees occurring in the performance of this Agreement. It is the intention of MEDICAL PROVIDER and COUNTY that the provisions of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, employees and students.
10. **ASSIGNMENT.** Neither party shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
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 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 shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
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.** The laws of the State of California shall govern this Agreement. 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.** Each party herein certifies to the other party it is a Covered Entity as defined in Title 45 of the Code of Federal Regulations (CFR), section 160.103. Each party agrees it is subject to and has implemented appropriate privacy protections regarding Protected Health Information (PHI) including but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, and 45 CFR Parts 160 and 164, and the California Confidentiality of Medical Information Act (Cal. Civ. Code §§ 56 et seq.) (collectively, the "Privacy Requirements"). The parties agree that the patient's PHI will be used for treatment purposes only in compliance with the Privacy Requirements. The parties acknowledge that the Privacy Requirements mandate them to safeguard PHI that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth below:
- a. The parties 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. The parties shall not sell, disclose or otherwise make the data available to others or use the data for soliciting or for any commercial purpose.
 - c. The parties 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;
 2. Provide reasonable physical security at facilities to limit access to the data;
 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. The parties shall promptly inform the other party of any breach of confidentiality that has occurred.
 - e. The parties agree that all information and records obtained in the course of providing services to protect patients 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, the parties shall not share this information.

- 19. DEBARMENT AND SUSPENSION.** Each party certifies to that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Each party certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- 20. TAXES.** Each party shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. Neither party shall not be responsible for paying any taxes on the other party's behalf, and should one party be required to do so by state, federal, or local taxing agencies, the other party agrees to promptly reimburse the party for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
- 21. CONFLICT OF INTEREST.** Each party covenants that it presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Each party must promptly disclose to the other party, in writing, any potential conflict of interest. Each party retains the right to waive a conflict of interest disclosed if it is determined to be immaterial, and such waiver is only effective if provided in writing.
- 22. RECORDS, AUDIT, AND REVIEW.** Each party shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of each party's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during MEDICAL PROVIDER's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), MEDICAL PROVIDER shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). MEDICAL PROVIDER shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If Federal or State audit exceptions are made relating to this Agreement, each party shall be solely responsible for its costs incurred with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

- 23. NONDISCRIMINATION.** COUNTY hereby notifies MEDICAL PROVIDER that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and MEDICAL PROVIDER agrees to comply with said ordinance.
- 24. NONEXCLUSIVE AGREEMENT.** Each party understands that this is not an exclusive Agreement and that each party shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided herein.
- 25. SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

- 26. REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
- 27. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.
- 28. NO WAIVER OF DEFAULT.** No delay or omission of either party 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 shall be exercised from time to time and as often as may be deemed expedient.
- 29. COMPLIANCE WITH LAW.** Each party shall, at its sole cost and expense, comply with all County ordinances, State and Federal statutes, regulations, notices, and Executive Orders, including but not limited to Medi-Cal requirements, California Health and Safety Code sections 123475 through 123525, California Welfare and Institutions Code section 14134.5, and Title 22 of the California Code of Regulations (CCR) sections 51179 through 51504, as may be applicable, that is now in force or which may hereafter be in force with regard to this Agreement.
- 30. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- 31. SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
- 32. IMMATERIAL AMENDMENTS.** The Public Health Director, or designee, is authorized to make immaterial amendments to this Agreement such as updating addresses for notices or other clerical error corrections which will not result in a material change to the Agreement, upon review and concurrence by County Counsel.

(Signatures on next page)

CPSP Dual Provider Agreement between the **County of Santa Barbara** and _____.

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

**COUNTY OF SANTA BARBARA
APPROVED**

Mouhanad Hammami
Public Health Director

By: _____
Department Head

Date: _____

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Deputy County Counsel

By: _____
Risk Manager

CPSP Dual Provider Agreement between the **County of Santa Barbara** and _____.

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

MEDICAL PROVIDER

By: _____
Signature

Date: _____

Print Name and Title

EXHIBIT A STATEMENT OF WORK

This Statement of Work describes the specific services that the COUNTY and MEDICAL PROVIDER will provide. This Statement of Work supplements the Dual Provider agreement between the COUNTY and MEDICAL PROVIDER.

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; individual care plan and interventions.
3. Provide each patient with written instructions for their access to emergency care during their pregnancy.
4. Provide the client with contact information for breastfeeding services at the COUNTY.
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 those performed by COUNTY providers.
7. Conduct breastfeeding education and assist mothers with basic breastfeeding problems.
8. Refer client to the COUNTY to see the International Board Certified Lactation Consultant (IBCLC) when more than a basic problem exists. The client may call directly to Nutrition Services for lactation assistance at (805)346-8452.

COUNTY agrees to accept the following terms and responsibilities:

1. Obtain and retain a signed copy of the Patient's Release of Records.
2. Provide breastfeeding assessment and follow-up to prenatal and postpartum clients within Santa Barbara County during business hours.
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 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. After each eligible service, COUNTY will prepare bill using appropriate CPSP service codes.
8. Direct bill CPSP for CPSP services provided including but not limited to breastfeeding services and ongoing evaluations.

Both parties agree to accept the following terms and responsibilities:

1. Ensure that 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.
2. Ensure that duplicate billing of services will not occur.

3. Neither party will apply global billing unless only one CPSP provider provides the Obstetrician portion of care then global billing will be allowable.
4. When billing for a CPSP service which has a prerequisite requirement that has been performed and billed by another provider, both parties 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 number.
5. Complete and sign Exhibit B CPSP Provider Dual Provider Agreement.
6. Both parties agree to make shared patient medical records available for reciprocal chart review pursuant to regulations stated in Section 18.

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EXHIBIT B

CPSP PROVIDER DUAL PROVIDER AGREEMENT

INITIALS

Provider #1 Provider #2

1. The CPSP provider that bills the initial combined assessment (Z6500) or any of the initial assessment procedures (Z6300, Z6402, Z6200) will be the Case Coordinator for all services using the Individualized Care Plan (ICP). This provider will inform the patient that they are her case coordinator for all CPSP services. (Refer to California Code of Regulations (CCR) section 51179.7 – “Case Coordination”)
2. Each provider will maintain a description of how medical records will be shared and billing coordinated between providers during the antenatal, intrapartum, and postpartum periods of care.
3. Each provider will bill only for the services that the provider Directly renders. There will be no duplicate billing of services, and service limits as specified in regulations **for an individual patient** will not be exceeded. (Refer to CCR section 51504, “Comprehensive Perinatal Services”)
4. If more than one provider provides OB services, each provider will bill on a fee-for-service basis for all services provided (e.g., neither provider will bill globally.)
5. If only one CPSP provider provides the OB portion of care, global billing is allowable.
6. Each patient will be provided written instructions telling her how to obtain emergency care throughout the pregnancy.
7. 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 identified provider. (e.g., identified by name and Medi-Cal Provider number.)
8. Care will be provided under only one “Individualized Care Plan” for each patient.

Provider #1	Provider #2
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Provider #1

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Provider Name

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Address

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City, State, Zip Code

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NPI – Medi-Cal Provider #

Authorized Agent, Signature

[Light blue input box]

Title of Authorizing Agent

[Light blue input box]

Date Agreement

Provider #2

[Light blue input box]

Provider Name

[Light blue input box]

Address

[Light blue input box]

City, State, Zip Code

[Light blue input box]

NPI – Medi-Cal Provider #

Authorized Agent, Signature

[Light blue input box]

Title of Authorizing Agent

[Light blue input box]

Date Agreement