

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

**MEDICAL DOCTOR ASSOCIATES, LLC
LOCUM TENENS**

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Medical Doctor Associates, LLC. having its principal place of business at 145 Technology Parkway NW, Norcross, GA 30092 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

On July 1, 2008 COUNTY executed Purchase Agreement CN07222 with CONTRACTOR in the amount of \$99,000 for the period of July 1, 2008 through June 30, 2009. COUNTY has determined that during the term of this Purchasing Agreement it will incur greater costs than originally anticipated and will exceed the \$99,000 limit before the end of the fiscal year. On this basis, COUNTY is converting the Purchase Agreement to a Board Contract. This Agreement, which is made to cancel, nullify, and supersede Purchase Agreement CN07222, provides for Agreement in a total contract amount of \$180,000 for Fiscal Years 2008-10.

WHEREAS, COUNTY owns and operates ambulatory clinics in Lompoc, Santa Maria, Santa Barbara and Carpinteria; and

WHEREAS, COUNTY is mandated to serve as the safety net medical provider; and

WHEREAS, COUNTY has six clinics county-wide to staff with appropriately trained and licensed physicians, and although County consistently recruits to fill vacant positions, it continues to require substitute physicians; and

WHEREAS, COUNTY desires to contract with Medical Doctor Associates, LLC. a medical referral service with access to licensed professional medical Professionals, and

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

1. **DESIGNATED REPRESENTATIVE.** Dan Reid, Public Health Department Assistant Deputy Director, Primary Care & Family Health Division, at phone number 805.681.5173 is the representative of COUNTY and will administer this AGREEMENT for and on behalf of COUNTY. Curt Shumard, Medical Doctor Associates, LLC at phone number 800.780.3500 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this AGREEMENT shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To COUNTY: Dan Reid
Primary Care & Family Health Division
Public Health Department
County of Santa Barbara
300 N. San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Curt Shumard
145 Technology Parkway NW
Norcross, GA
30092

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on April 1, 2009 and end performance upon completion, but no later than June 30, 2010 unless otherwise directed by COUNTY or unless earlier terminated.

5. **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. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this AGREEMENT as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that CONTRACTOR shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.**

- A) CONTRACTOR represents that CONTRACTOR has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.
- B) CONTRACTOR shall comply with all federal laws, regulations and procedures regarding legal status to work and reside in the United States, including completion of required Immigration and Naturalization Service forms upon hire of Professionals.
- C) COUNTY may not modify or in any way alter the self-employment agreement entered into by Professionals and CONTRACTOR, including but not limited to

payment of additional bonuses, modification of hourly wage, adjustment of benefits, or changes to hours commitments. Any adjustment requests must be submitted directly to CONTRACTOR in writing.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this AGREEMENT upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this AGREEMENT is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this AGREEMENT.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this AGREEMENT as would be kept by a reasonably prudent practitioner of CONTRACTOR'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 practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** The CONTRACTOR agrees to comply with all the terms and conditions as stated in EXHIBIT C.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR 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 CONTRACTOR agrees to comply with said ordinance.

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive AGREEMENT and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of CONTRACTOR's rights nor transfer any of its obligations under this AGREEMENT without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **NOTICE OF TERMINATION OF AGREEMENT OR SERVICES OF PROFESSIONAL.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this AGREEMENT in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this AGREEMENT, whether completed or in process.

1. For Convenience. COUNTY may terminate this AGREEMENT upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.
2. For Cause. Should CONTRACTOR or Professional default in the performance of this AGREEMENT or the subcontract between CONTRACTOR and Professional, or materially breach any of the respective provisions of the Agreements, COUNTY may, at COUNTY's sole option, terminate this AGREEMENT by written notice, which shall be effective upon receipt by CONTRACTOR.
3. COUNTY agrees to notify CONTRACTOR in writing 30 days prior to its termination of any services of Professional covered by this AGREEMENT regardless of whether such termination comes before, is coincident with, or follows the duration date set forth in the most recent written confirmation covering such services, provided however that COUNTY may terminate such services immediately upon written notice (including but not limited to proper documentation) to CONTRACTOR for cause.

Notwithstanding any other payment provision of this AGREEMENT, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this AGREEMENT nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

B. By CONTRACTOR.

1. For Convenience. CONTRACTOR may terminate this AGREEMENT upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of the CONTRACTOR's performance.
2. For Cause: If CONTRACTOR plans to terminate any Professional's contract for cause, it shall give COUNTY immediate notice. If any Professional providing services under this AGREEMENT has terminated its relationship with CONTRACTOR, CONTRACTOR shall notify COUNTY immediately of such termination upon receipt of notice from Professional.
3. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this AGREEMENT if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **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.

19. **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.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY 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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this AGREEMENT and each covenant and term is a condition herein.

22. **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.

23. **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 supersedes the COUNTY's previous purchasing agreement with CONTRACTOR (CN07222). 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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this AGREEMENT. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This AGREEMENT shall be governed by the laws of the State of California. 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.

27. **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.

28. **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, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **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.

30. **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.

AGREEMENT for Services of Independent Contractor between the **County of Santa Barbara** and **Medical Doctor Associates, LLC**.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT to be effective April 1, 2009.

COUNTY OF SANTA BARBARA

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

By: _____
Chair, Board of Supervisors

Date: _____

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

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

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

By: _____
Director

By: _____

AGREEMENT for Services of Independent Contractor between the **County of Santa Barbara** and **Medical Doctor Associate, LLC**.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT to be effective April 1, 2009.

CONTRACTOR

BY: _____ DATE: _____
Medical Doctor Associates

EXHIBIT A

STATEMENT OF WORK

I. DESCRIPTION OF SERVICES

- a. CONTRACTOR shall, upon request of COUNTY, refer Professionals to meet COUNTY's temporary staffing requirements. CONTRACTOR's duty to make referrals hereunder is subject to the availability of Professionals.
- b. CONTRACTOR will seek Professionals for COUNTY who meet the qualifications, experience, and requirements set forth in writing by COUNTY and provided to CONTRACTOR. COUNTY will provide CONTRACTOR with copies of job descriptions applicable to the Professionals requested. COUNTY shall have the right to conduct an interview with each Professional referred to COUNTY within forty-eight (48) hours from the time CONTRACTOR submits Professional's application to COUNTY. Furthermore, COUNTY shall have the right to reject any referred Professional if in its sole discretion COUNTY does not believe the referred professional meets its specifications.
- c. COUNTY shall assume responsibility for local housing and the cost of travel to and from Professional's point of origin for each Professional accepted by COUNTY.
- d. CONTRACTOR shall assist COUNTY in obtaining required documentation necessary for applying for hospital privileges for Professional, if required.
- e. COUNTY further understands that any Professional presented by CONTRACTOR is an independent contractor, and is not an employee of CONTRACTOR.

II. ACCEPTANCE OF SERVICES

- a. COUNTY's Designated Representative or designee shall review for approval weekly the time records of Professional(s) on a form provided by CONTRACTOR or equivalent form provided by the COUNTY. COUNTY must account for all hours including, but not limited to, approved time off, unplanned absences, etc.
- b. COUNTY's approval of such time records (including, but not limited to, costs of any applicable overtime rates and hours unaccounted for) shall be evidenced by both COUNTY's signature and signature of Professional(s) thereon and such approval shall constitute acceptance of the work performed by Professional(s) and COUNTY's agreement to pay CONTRACTOR according to the terms stated herein. All adjustments to time records must be submitted in writing prior to the completion of the Assignment.
- c. COUNTY's Designated Representative or designee shall report to CONTRACTOR all hours worked by each Professional, on a time schedule mutually agreed upon between CONTRACTOR and the COUNTY.

III. LENGTH OF ASSIGNMENT

- a. CONTRACTOR will provide Professionals based on COUNTY'S staffing needs for contractual assignments of a minimum of two (2) weeks in duration (the "Assignment").
- b. COUNTY may extend the length of the Assignment by such periods as may be mutually agreed to by CONTRACTOR and the affected Professional.

IV. EMPLOYMENT OR CONTRACTING OF PROFESSIONALS

- a. Subject to Section 17 of the Agreement COUNTY agrees to accept the Professional for the entire Assignment and any extensions thereof through CONTRACTOR if the Professional's

complete written profile is submitted by CONTRACTOR to the COUNTY before any other agency submits a profile to the COUNTY for the same Professional.

- b. Should any Professional introduced by MDA remain independently with County or with any entity controlled by or in control of County, or for which placement County receives consideration, County agrees to pay MDA a placement fee of \$20,000. This fee will be payable to MDA prior to Professional's first day of permanent employment.

V. QUALIFICATIONS AND SCREENING OF PROFESSIONALS

- a. CONTRACTOR will provide COUNTY with background information on each referred Professional as specified in Exhibit A.1 and including: i) a completed application, ii) license query with the CA Medical Board, iii) query HIS-OIG Fraud Prevention and Detection; iv) CONTRACTOR self-assessment skills inventory; v) background fingerprint check for record of past criminal record; and vi) references, prior to commencement of the Assignment.
- b. All Professionals referred by CONTRACTOR shall be appropriately licensed in California and screened in accordance with State policies and procedures.
- c. Each Professional referred by CONTRACTOR shall possess a minimum of one (1) year of full-time experience in an outpatient multi-specialty medical practice, unless otherwise agreed upon between CONTRACTOR and COUNTY.
- d. Each Professional referred shall possess a current CPR certificate and shall present said certificate to COUNTY upon request at time of commencement of the Assignment.
- e. Each Professional referred shall have a negative tuberculin skin test or negative chest x-ray.
- f. COUNTY shall process and approve Professional's application in accordance with COUNTY's policies and applicable accrediting organizations.

VI. SUBSTITUTION OF PROFESSIONALS

If the services of any Professional providing services under this AGREEMENT are terminated and COUNTY requests substitute Professional(s) and has no outstanding balance for eligible services previously provided, then CONTRACTOR hereby agrees to make reasonable efforts to locate substitute Professional(s).

VII. NON-CAUSE TERMINATIONS

COUNTY agrees to pay CONTRACTOR any remaining transportation expenses (e.g. round-trip transportation to Professional's point of hire) if County terminates this Agreement for convenience pursuant to Section 17 of this Agreement.

EXHIBIT A.1
COUNTY
Locum Tenens Group Standard Credentialing Requirements
for Healthcare Professionals

All independent contract Professionals must meet the following requirements, as verified by CONTRACTOR:

A. Drugscreen

Proof of a negative drugscreen is required prior to association with CONTRACTOR and annually thereafter if Professional continually associated with CONTRACTOR. Drugscreen is to consist of 10 panel testing for Marijuana, Cocaine, Amphetamines (includes testing for Meth Amphetamines), Opiates, Propoxyphene, PCP, Barbiturates, Benzodiazepines, Methaqualone, Methadone.

B. Background Check

Initial background check of a 7-year county criminal search for every county the professional has lived in for the past seven years: annual background check thereafter if Professional is continually associated with CONTRACTOR. CONTRACTOR's background check is to require the following searches: OIG, EPLS, OFAC and Sexual Offender Registry. Professionals with felony convictions are not eligible for hiring to provide professional services. Any other non-felony records or evidence of non-felony convictions will be provided to COUNTY for review prior to entering into any AGREEMENT. Subcontracting of the background check requirement to a nationally recognized credentialing verification organization (CVO) may be substituted with the concurrence of the COUNTY.

C. Physical

Evidence of an acceptable physical with no work restrictions in the past 12 months is required prior to initial Assignment of Professional. COUNTY, at its discretion, may accept work restrictions of Professionals if reasonable accommodations can be made.

D. Tuberculosis (TB) Test

Proof of negative TB test within the previous 12 months is required prior to initial Assignment of Professional. For those Professionals that have tested positive for TB in the past, proof of a negative chest x-ray will be required.

E. Cardiac Pulmonary Resuscitation (CPR)

Certification must be current and valid. Online CPR course certifications are acceptable.

F. Measles, Mumps and Rubella (MMR)

Proof of vaccinations is required for all Professionals working with children (pediatricians).

G. Expired Documentation

Professionals will NOT be allowed to work with an expired Drugscreen or TB test. Professionals will have a 30-day grace period to update their CPR or other advanced certifications required for their assignment with the COUNTY.

EXHIBIT B

COMPENSATION PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

The COUNTY will reimburse CONTRACTOR for all services provided to COUNTY as outlined in Exhibit A.

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$180,000: \$40,000 for Fiscal Year 08/09 ending on June 30, 2009 and \$140,000 for Fiscal Year 09/10 ending on June 30, 2010.
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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B1** (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
3. CONTRACTOR shall semi-monthly submit to the County designated Regional Clinic Manager an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. The County designated Regional Clinic Manager shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation of invoice. Invoices not paid within 60 days of the presentation of the invoice shall be subject to a 1.5% per month interest rate from the date of the invoice.
4. 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.
5. BILLING: CONTRACTOR shall require that Professional does not bill patient, Medi-Cal or other health insurance for services which CONTRACTOR bills to the COUNTY.
6. CONTRACTOR does not pay for nor provide Workers' Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors.

EXHIBIT B1

Schedule of Fees

Daily Rate: \$888.00
Hourly Rate: \$111

Per: 8 hour Day
Per: Hour

Overtime Rate: \$131.00

Per: Hour

Per Diem: \$25.00

Per: Day

Weekend / Holiday Call: \$450.00

Pays for up to two hours of coverage. After two hours, overtime rates apply. No other Holiday benefits apply to this AGREEMENT.

Weeknight/Day Call: \$115.00 per day
(Weeknight Call is paid for phone availability. If Professional is called in, overtime rates apply.)

Deposit: A deposit is due to CONTRACTOR upon acceptance of Professional in the amount of \$6,200.00 or full amount if booking time is less than two weeks. Deposit may be applied to final invoice with COUNTY approval.

COUNTY guarantees Professional a 40-hour workweek unless otherwise specified in confirmation letter.

Mileage is to be reimbursed at the IRS allowable rate when Professional uses his/her personal vehicle as appropriate.

COUNTY agrees to provide, if necessary:

- Round trip transportation to Client's point of origin
- Local transportation and appropriate housing

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

A. INDEMNIFICATION BY CONTRACTOR

CONTRACTOR shall indemnify, defend and hold COUNTY and COUNTY's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of CONTRACTOR and CONTRACTOR's, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

COUNTY shall indemnify, defend and hold CONTRACTOR and CONTRACTOR's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY's officers, agents and employees.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this AGREEMENT. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this AGREEMENT. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this AGREEMENT and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. Insurance:

A. The general liability insurance shall include bodily injury, property damage and personal injury liability coverage and shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR. COUNTY, its officers, agents, and employees shall be Additional Insured status on any general liability policy. The limit of liability of said policy or policies for general liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY.

B. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. The policy shall have a combined single limit of not less than \$1,000,000 for bodily injury and property damage, per occurrence. If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the COUNTY.

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this AGREEMENT. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this AGREEMENT.

4. Insurance for CONTRACTOR's Health Care Professionals. CONTRACTOR does not pay for nor provide Worker's Compensation, Accident Insurance, Health Insurance, FICA, or withhold taxes, as the Professionals are independent contractors of the CONTRACTOR.

CONTRACTOR provides malpractice insurance for Professionals in accordance with MDA's professional liability policy.

CONTRACTOR shall submit to the office of the COUNTY's designated representative certificate(s) of insurance documenting the required insurance as specified above prior to this AGREEMENT becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the County designated representative as a condition precedent to any payment under this AGREEMENT. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY's rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY's insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this AGREEMENT that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended AGREEMENT. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this AGREEMENT. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

Contract Summary Form: Contract Number : _____-_____-_____-_____

D1. Fiscal Year:FYs 2008/09 & 2009/10

D2. Budget Unit 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.....: 681-5205

K1. Contract Type (check one): [] Personal Service [] Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose : Recruiter of Locum Tenens Licensed Medical Professionals

K3. Original Contract Amount: \$180,000

K4. Contract Begin Date.....: April 1, 2009

K5. Original Contract End Date: June 30, 2010

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>EndDate</u>	<u>Purpose (2-4 words)</u>
			\$	\$		\$			

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?).....Yes ~~¶¶~~ 3, 17B, & 31; Exhibit C Section 4

F1. Encumbrance Transaction Code: 1701

F2. Current Year Encumbrance Amount: N/A

F3. Fund Number.....: 0042

F4. Department Number.....: 041

F5. Division Number (if applicable).....: 3001

F6. Account Number: 7450

F7. Cost Center number (if applicable).....:

F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing): Auditor 003616

V2. Payee/Contractor Name: Medical Doctor Associates, LLC

V3. Mailing Address: 145 Technology Parkway NW

V4. City State (two-letter) Zip (include +4 if known) : Norcross, GA 30092

V5. Telephone Number.....: 800.780.3500

V6. Contractor's Federal Tax ID Number (EIN or SSN) : On File

V7. Contact Person.....: Curt Shumard

V8. Workers Comp Insurance Expiration Date.....: Waived

V9. Liability Insurance Expiration Date[s] Professional Liability 4/1/09

V10. Professional License Number: N/A

V11. Verified by (name of County staff): Dawn McGrew

V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [X] Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....:
