

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

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

SECOND AMENDMENT

Effective May 1, 2010

THIS IS THE SECOND AMENDMENT (hereafter referred to as **Second 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, 2011; and

WHEREAS, the parties desire to amend the Agreement to include medical provider assistance with Cesarean Section (C-section) deliveries for obstetric patients in the hospital; and

WHEREAS, the parties desire to further amend the Agreement to increase the compensation for the remaining term of the Agreement for this C-section assistance and the projected increase in obstetrical/gynecological visits/deliveries/surgeries; and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement and the First Amendment, 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 Second 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:

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

b. **EXHIBIT A STATEMENT OF WORK** is amended as follows:

VI SOUTH COAST (Santa Barbara, Franklin, Carpinteria) OB/GYN SERVICES

Contractor shall provide the following:

b. Hospital Care, Surgeries and Consultation

Admit discharge and round "COUNTY Patients" at Santa Barbara Cottage Hospital. Perform surgeries such as vaginal deliveries, cesarean 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 OB Patients.

VII LOMPOC OB/GYN SERVICES

Contractor shall provide the following:

b. Hospital Care, Surgeries and Consultation

1. Admit discharge and round "COUNTY Patients" at Lompoc District Hospital. Perform surgeries such as vaginal deliveries, cesarean 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 OB Patients.

c. **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 ~~\$1,918,865~~ **\$1,941,472** for the full amended term of this Agreement for providing the services set forth in Section 3 below. ~~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~~ **\$946,306**. Total expenditures for the period July 1, 2010 through June 30, 2011 shall not exceed ~~\$901,223~~ **\$995,166**.

3. CONTRACTOR shall monthly submit to the COUNTY DESIGNATED REPRESENTATIVE a record of the following:

- B Deliveries: The COUNTY shall pay CONTRACTOR the current State Medi-Cal rate (~~\$545.00~~ **\$540.00**) per delivery **and the current State Medi-Cal rate (\$186.00) 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 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:

For FY 2009-10, the estimated number of deliveries at \$540 each is: 680; totaling: \$367,200.

For FY 2009-10, the estimated number of C-section assistances at \$186 each is: 170; totaling: \$31,620.

For FY 2010-11, the number of deliveries at \$540 each is: 714; totaling: \$385,560.

For FY 2010-11, the estimated number of C-section assistances at \$186 each is: 178; totaling: \$33,108.

CONTRACTOR must provide 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 \$45,000 for FYs 09/10 and 10/11.)~~ ***The estimated amount for FY 2009-10 is: \$58,000. The estimated amount for FY 2010-11 is: \$60,900.*** 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

3. **Ratifications.** The terms and provisions set forth in this Second 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 Second 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 Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Second 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 Second Amendment to be effective
May 1, 2010.

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

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

By: _____ By: _____
Director

Second 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 Second Amendment to be effective May 1, 2010.

CONTRACTOR

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

Contract Summary Form:	BC-08-025 Amendment #2
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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 09-10, & 10-11
D2.	Department Number (<i>plus -Ship/-Bill codes in paren's</i>):	041
D3.	Requisition Number	
D4.	Department Name	Public Health Department
D5.	Contact Person.....	Rose Davis
D6.	Phone	(805) 681-5107
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K1.	Contract Type (<i>check one</i>):	<input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital Project/Construction
K2.	Brief Summary of Contract Description/Purpose.:	Lompoc and South Coast OB services
K3.	Original Contract Amount Second Amend Amt .	\$1,941,472
K4.	Contract Begin Date.....	July 1, 2009
K5.	Original Contract End Date	June 30, 2011
K6.	Amendment History (<i>leave blank if no prior amendments</i>):	None.
	<u>Seq#</u> <u>Effective Date</u> <u>ThisAmndtAmt</u> <u>CumAmndtToDate</u> <u>NewTotalAmt</u> <u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
	1. Original Amt: \$1,526,291 FY 07-08 thru 08-09	
	2. Amend One: \$1,819,090 FY 09-10 thru 09-11	
	3. Amend Two: \$1,941,472 FY 09-10 thru 09-11	Increased amounts only; term is the same
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K7.	Department Project Number.....	:
B1.	Is this a Board Contract? (<i>Yes/No</i>)	: Yes
B2.	Number of Workers Displaced (<i>if any</i>)	: 0
B3.	Number of Competitive Bids (<i>if any</i>)	: N/A
B4.	Lowest Bid Amount (<i>if bid</i>)	: \$
B5.	If Board waived bids, show Agenda Date	:
B6.	... and Agenda Item Number	:
B7.	Boilerplate Contract Text Unaffected?	N/A
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F1.	Encumbrance Transaction Code	: 1701
F2.	Current Year Encumbrance Amount.....	:
F3.	Fund Number	: 0042
F4.	Department Number	: 041
F5.	Division Number (<i>if applicable</i>)	: 1294 and 1297
F6.	Account Number	: 7467
F7.	Cost Center number (<i>if applicable</i>)	:
F8.	Payment Terms	: Net 30
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V1.	Vendor Numbers (<i>A=uditor; P=urchasing</i>)	: A=080425
V2.	Payee/Contractor Name.....	: Lawrence J. Bines, M.D., P.C.
V3.	Mailing Address	: 216 Mesa Lane
V4.	City State (<i>two-letter</i>) Zip (<i>include +4 if known</i>):	Santa Barbara, CA 93109
V5.	Telephone Number	: 966-7140
V6.	Contractor's Federal Tax ID Number (<i>EIN or SSN</i>):	On file.
V7.	Contact Person	: Lawrence J. Bines
V8.	Workers Comp Insurance Expiration Date	: Waived by Risk Management
V9.	Liability Insurance Expiration Date[s] (<i>G=enl; P=rofl</i>):	Waived by Risk Management
V10.	Professional License Number.....	: A 48972
V11.	Verified by (<i>name of County staff</i>)	: Rose Davis
V12.	Company Type (<i>Check one</i>):	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation

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

Date : _____ Authorized Signature _____