

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

SANTA BARBARA COUNTY

and

LAWRENCE J. BINES, M.D., Professional Corporation

for the period

July 1, 2018 through June 30, 2021

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 Lawrence J. Bines, M.D., Professional Corporation (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein:

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

WHEREAS, COUNTY has an obligation to provide health care access; and

WHEREAS, COUNTY desires to continue the mutually beneficial relationship with CONTRACTOR and CONTRACTOR's network of subcontracted providers to provide Obstetrician/Gynecological outpatient and emergency hospital inpatient services; and

WHEREAS, CONTRACTOR and CONTRACTOR's subcontracted providers are California licensed and board certified Obstetrician/Gynecologists and therefore able to provide regularly scheduled, but limited, physician services as delineated in this Agreement; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth; and

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

1. DESIGNATED REPRESENTATIVE

Dana Gamble 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. Lawrence J. Bines, M.D., P.C., 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.

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: Dana Gamble
Primary Care & Family Health Division
Public Health Department
County of Santa Barbara
300 San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Lawrence J. Bines, M.D., P.C.
216 Mesa Lane
Santa Barbara, CA 93109

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.

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 July 1, 2018 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, 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

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it 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. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of

CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. 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.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY 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 or billing for eligible Medicare or Medicaid (Medi-Cal in California) services. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR 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. 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.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR 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. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to the COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, 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 of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. 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 principles. 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. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR 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). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated 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. Immediately upon notification from COUNTY, CONTRACTOR

shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

COUNTY shall agree to defend, indemnify and save harmless the CONTRACTOR for services provided pursuant to this Agreement to the extent specified in Exhibit C attached hereto and incorporated herein by reference. COUNTY shall also defend, indemnify, and save harmless the ADDITIONAL INSUREDs acting as Subcontractors of the CONTRACTOR, listed in EXHIBIT D, attached hereto and incorporated herein by reference, when they are performing duties under this Agreement with COUNTY under the direction of CONTRACTOR. CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY. COUNTY and CONTRACTOR agree to procure and maintain insurance in accordance with the provisions of EXHIBIT C.

As a condition for obtaining such indemnification and insurance by COUNTY, CONTRACTOR shall ensure that, prior to performing services pursuant to this Agreement, the Subcontractors named in EXHIBIT D: (1) are licensed and in good standing with the state of California; (2) maintain a current Drug Enforcement Agency ("DEA") certificate/number; (3) have active privileges *and are in compliance with credentialing and re-credentialing policies* at Cottage Hospital and Lompoc Valley Medical Center; and (4) have completed Medicare and Medi-Cal applications which CONTRACTOR shall submit to the Primary Care & Family Health ("PCFH") Administration Department. Coverage of any Subcontractor is made at the sole discretion of COUNTY.

16. 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.

17. 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.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- 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, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. 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.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services 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.

20. 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.

21. 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.

22. 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.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. 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.

25. 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.

26. 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.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its 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 is 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.

28. CALIFORNIA LAW AND JURISDICTION

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.

29. 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.

30. AUTHORITY

All signatories and 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.

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. 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.

33. COMPLIANCE WITH HIPAA

CONTRACTOR shall adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties agree this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES

Upon request, CONTRACTOR shall cooperate with County in making available necessary witnesses for court hearings and trials, including CONTRACTOR's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of CONTRACTOR.

35. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

36. PROHIBITION ON SPENDING FUNDS ON LOBBYING.

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

37. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Lawrence J. Bines, M.D., Professional Corporation**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Das Williams

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Lawrence J. Bines, M.D. Professional Corporation**.

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

CONTRACTOR:

By: _____
LAWRENCE J. BINES, M.D., Professional Corporation

Date: _____

EXHIBIT A

STATEMENT OF WORK

July 1, 2018

1. SERVICES TO BE PROVIDED

The Parties agree 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 Subcontractors listed in Exhibit D to assist 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.

2. 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.

3. CONSULTATION

CONTRACTOR shall provide the following consultation services:

- A. Provide consultation to other COUNTY providers;
- B. Review and interpret non-stress tests;
- C. 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;
- 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.

4. 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: infectious diseases including but not limited to tuberculosis, HIV, Hepatitis and Syphilis, hypertension, depression, substance use 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 quality improvement activities as noted in PHD Protocols, Policies and Procedures;
- G. Facilitate system wide, OB/GYN case conferences to standardize and improve patient care, provide continuing education opportunities and develop provider and staff expertise.
- H. Act as lead Women's Health Services physician at the PHD Health Care Centers in Lompoc, Santa Barbara, and Carpinteria. Coordinate with the Santa Maria HCC lead Women's Health Services physician as well as with the contracted GYN surgeon(s) at the Santa Barbara Health Care Center to enhance the PHD's Women's Health Services to achieve a consistent, countywide Women's Health Program;
- I. 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. 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. Participate in the development, maintenance and revisions of OB-GYN related Electronic Health Record templates and procedures, as directed by COUNTY;
- O. Participate in monthly supervisor meetings with Health Center Administrators, Supervising Physicians, Supervising Administrative Office Professional III, Supervising RNs, etc.;
- P. Notify COUNTY immediately of any request to add or delete approved Subcontractors as defined in EXHIBIT D of Agreement;
- Q. 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.
- R. Ensure CONTRACTOR, supervised staff, and CONTRACTOR'S network of staff as identified in Exhibit D are knowledgeable and compliant with coding associated with ICD-10 standardized coding protocols for all women's services.

- S. Meet as needed with the Primary Care and Family Health Services Deputy Director and Medical Director to review agreement and program goals, objectives and patient outcomes.

5. 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.

6. 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. At any time during this agreement, 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, or alternative physician hospital call coverage becomes available and both COUNTY and CONTRACTOR wish to explore modification of this physician hospitalist call coverage, 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. Document the patient visit in the medical record and manage desktop according to the PHD document management policy;
5. Provide coverage for Emergency Medical Conditions for COUNTY Patients while on call for Santa Barbara Cottage Hospital.

C. 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.

D. 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. Attend 400 hours of Obstetrical clinics at the Santa Barbara, Franklin, and Carpinteria HCCs. COUNTY providers and/or health care practitioners 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 in a timely manner and in accordance with the PHD provider desktop management policy;
4. Document the patient visit in the medical record and code that visit appropriately;
5. Comply with PHD Policies and documentation to comply with all third party payer sources (e.g. Medi-Cal office visit compliance requirements).

7. LOMPOC OB/GYN SERVICES

CONTRACTOR shall provide the following:

A. Emergency Call

1. Provide OB/GYN call coverage at Lompoc Valley Medical Center for registered COUNTY Patients as specified through Lompoc Valley Medical Center admitting privilege requirements;

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).

8. PERFORMANCE GOALS AND OBJECTIVES

- A. CONTRACTOR is required to adhere to the COUNTY minimum goals and objectives regarding provider patient panel as specified in policy number 06-C-278 titled "Clinician Scheduling in Health Care Centers - Women's Health Physician in OB Only: 15 completed visits per 4 hour patient care session." Failure to achieve this performance goal may reduce agreement compensation in direct proportion to unreimbursed service payments above objective from third party payers.
- B. Monitor quarterly customer satisfaction results and work with health center administration at Lompoc and Santa Barbara to ensure scores remain above the health center mean and that interventions are made when customer satisfaction concerns are noted in the survey findings.
- C. The goal is to achieve fewer newborns with low birth weight. The objective is that less than 8% of newborns birthed under the terms of this agreement will be born with a birth weight of 2,499 grams or less.
- D. CONTRACTOR is required to adhere to the COUNTY minimum goals and objectives regarding maintaining an accurate and accessible patient medical record. CONTRACTOR, as a user of the Electronic Health Record (EHR) is expected to complete documentation of patient interactions in a timely manner as specified in policy number 14-C-593 "EHR Clinician Document Management Expectations". Failure to achieve performance goal may reduce agreement compensation.

EXHIBIT B
PAYMENT ARRANGEMENTS – PERIODIC COMPENSATION

July 1, 2018

1. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total amount, including cost reimbursements, up to but not to exceed \$3,185,904 for the full term of this Agreement for providing the services set forth in Exhibit A and invoiced in accordance with Section 3 below. Total expenditures shall not exceed \$1,061,968 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. MONTHLY, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE a record of the following:
 - A. **Emergency Call, On-Call, Professional services, Supervision, and General Administration services:** 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.
 - (i) The COUNTY shall pay CONTRACTOR for physician hospital call for PHD patients Gynecology services the rate of \$200 per day for each 24 hour day of south county physician hospital call coverage provided by CONTRACTOR or CONTRACTOR's Additional Insured providers listed in Exhibit D.
 - (ii) The monthly amount shall be \$54,817.00 for all other Obstetrics and/or Gynecology services listed in Exhibit A including clinic –based care, on-call duties, emergency callback and administrative services at the Health Care Centers and hospitals.
 - 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 550 deliveries annually or approximately \$297,000. It is estimated that there will be approximately 150 C-section assists or \$28,000. CONTRACTOR must provide the Delivery information, up to and including:
 - (i) Date and location of the Delivery
 - (ii) Patient name
 - (iii) Medical Record number
 - (iv) Surgical procedure code, and
 - (v) Diagnostic codeThe 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 \$40,000 annually. 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. Neither CONTRACTOR 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 shall be responsible for all third party payer and patient invoicing including the application of Health Resources Services Administration (HRSA) approved sliding fee scale discounts for eligible patients. 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.

Exhibit C
INDEMNIFICATION AND INSURANCE

INDEMNITY PROVISIONS

Except for insurance coverage provided pursuant to EXHIBIT C, Section 3 below, the CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its officers, employees, and agents against all liabilities, claims, demands, damages and costs (including reasonable attorney's fees and litigation costs) that arise in any way from CONTRACTOR's obligation under this Agreement.

INSURANCE PROVISIONS

- 1) COUNTY shall not be responsible for providing the following insurance for purposes of this Agreement.
 - a) **Workers' Compensation Insurance.** COUNTY will not provide for any Workers' Compensation insurance to CONTRACTOR.
 - b) **Automobile Liability Insurance.** In limits and amounts as required by the State of California, during the term of this Agreement, CONTRACTOR shall maintain automobile liability insurance that shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder.
- 2) CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified in Section 1) b) above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated County representative as a condition precedent to any payment by COUNTY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.
- 3) COUNTY agrees to provide CONTRACTOR and Subcontractors with Medical Malpractice Insurance for services provided within the scope of this contract. As such, CONTRACTOR agrees to comply, and ensure compliance from his Subcontractors, with the following:
 - a) Abide by the terms and conditions of all insurance policies providing coverage to the County of Santa Barbara and actively participate in discussions and planning of any actions against CONTRACTOR.
 - b) Assign to the County of Santa Barbara, any Joint Powers Authority, Indemnifier or Insurance Company providing coverage to the County of Santa Barbara, the sole option of the County of Santa Barbara and/or Insurance Company to settle, if consensus is not reached between COUNTY and CONTRACTOR, without CONTRACTOR's consent.
 - c) Report all events, occurrences, incidents, claims and legal actions, including incidents that occur in CONTRACTOR's private practice, to the Designated Representative of the County of Santa Barbara within 24 hours of receipt of knowledge of such events, occurrence, incident, claim or legal action.
 - d) Report any and all actions taken by any state medical board or other entity against CONTRACTOR's license.

- e) Fully cooperate at all times with the County of Santa Barbara Risk Management Program, the appropriate adjustors/investigators and insurance carriers in the claims administration and/or defense of any claim/legal actions in which CONTRACTOR may be involved or named as a defendant.
- f) Keep the Designated Representative and Risk Management advised of new addresses and or telephone numbers until all claims wherein CONTRACTOR is involved or named as a defendant are fully resolved.
- g) Not to be reimbursed by the County of Santa Barbara or any Insurance Carrier for CONTRACTOR's, or any Subcontractor's, time spent in the investigation, defense or administration of any legal actions or claims arising from CONTRACTOR's service activities on behalf of the County of Santa Barbara health facilities.
- h) Accept that the coverage provided pursuant to this Agreement is only for services performed on behalf of the County of Santa Barbara at COUNTY facilities (Community Health Clinics or Mental Health Clinics, Detention Health or other health related programs of the COUNTY), or if approved in writing by COUNTY Administration at other facilities on behalf of the COUNTY.

No Medical Malpractice Insurance coverage is provided herein for any of CONTRACTOR's, or any of Subcontractor's, private patient practice activities. Malpractice insurance coverage does extend to CONTRACTOR's activities, under this Agreement, for COUNTY patients at the hospital.

CONTRACTOR, and every Subcontractor, shall bear the cost of his or her own defense and liability for any act or omission arising from professional duties outside the scope of this Agreement. Nothing contained herein shall be deemed to increase COUNTY's liability beyond limitations set forth by law.

CONTRACTOR shall report all COUNTY and non-COUNTY patient contacts/services provided pursuant to this subsection (h). These contacts shall be reported the next business day by either patient billings or some other approved form (e.g., patient "face sheet" for non-billed patients) as approved by the COUNTY Health Center Administrator.

CONTRACTOR, Subcontractors, agents and employees of CONTRACTOR shall immediately report any and all incidents related to a COUNTY patient. These incidents may include physical injuries or any potential malpractice risk provided pursuant to this subsection (h) on behalf of COUNTY and for private practice.

CONTRACTOR acknowledges that the Medical Malpractice Insurance coverage provided pursuant to this Agreement is automatically cancelled upon termination of this Agreement for any reason.

- i) COUNTY shall continue to indemnify CONTRACTOR after CONTRACTOR's Agreement with COUNTY has ceased, to the extent that a claim is made against CONTRACTOR for an act or omission that occurred while CONTRACTOR was acting within the course and scope of this Agreement with COUNTY.
 - j) CONTRACTOR acknowledges the policy and practice of the COUNTY that all claims are reported to the National Practitioner Data Bank when the circumstances and/or outcome meet the reporting requirements under the Health Care Quality Improvement Act, 1986 (42 USC Section 110) including any amendments thereto.
- 4) Failure to adhere to provisions of the Agreement may result in loss of coverage.

EXHIBIT D
ADDITIONAL INSURED

Date: July 1, 2018
Updated: April 27, 2018

Changes to Subcontractors listed below must be reviewed and authorized in writing by the Public Health Department Director or his or her designee prior to participation in services under this Agreement. Approved revisions shall be incorporated by reference into the Agreement and shall not require a formal amendment.

CONTRACTOR and COUNTY agree on the following list of Subcontractors who may provide services for COUNTY under this Agreement:

<u>Subcontractor</u>	<u>CA License #</u>
Robert Corlett, MD	G00017177
Charmian Dresel-Velasquez, MD	A105955
Margaret Echt, MD	G00083194
Donald Lindblad, MD	G00014482
David Nomeland, MD	G00057070
Ralph Quijano, MD	G00042581
Suzanne Ramos, MD	A00055641
David Raphael, MD	G00060734
Lynn Rudman, MD	G00066225
Alejandro Soffici, MD	G00065077
Elizabeth Toro, MD	G00057660
Heather Trebell, MD	A 0008887
John VanderHeide, MD	G00032295
Carin Craig, MD	C53453
Wanda Westerman, CNM	NP1486
Kelly Delozier, MD	C55521