

AGREEMENT FOR COMMUNICABLE DISEASE SERVICES

This Agreement ("Agreement") is made and entered into by the County of Ventura ("County"), and Wallace Baker, M.D ("Contractor").

This Agreement shall be effective July 1, 2023, and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for an initial period of twelve (12) months, that is, until June 30, 2024. Then, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the annual renewal date and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement shall then be extended for up to two (2) additional periods of one (1) year each.

FIRST SERVICES TO BE RENDERED

County, as a provider of certain public health services through its Public Health Department, hereinafter referred to as Public Health, hereby contracts for the professional services of Contractor, all of which services are to be provided by Contractor. Contractor shall be designated as Deputy Health Officer-Tuberculosis ("TB") Controller Physician, and shall perform professional medical services as requested by the Public Health Director. Contractor is to perform said work, and function at all times in strict accordance with the currently approved methods and practices of her professional specialty.

The services to be performed by Contractor are set forth in Attachment I, attached hereto.

SECOND COMPENSATION OF CONTRACTOR

County shall compensate Contractor for services rendered under this Agreement as detailed in Attachment II, attached hereto. Upon termination of this Agreement, Contractor shall be entitled to compensation earned prior to the date of termination as provided in this Agreement, computed pro rata up to and including that date; and Contractor shall be entitled to no further compensation as of the date of termination. County shall have no obligation to pay claims of Contractor that are not received within thirty (30) days from the date of termination of this Agreement.

THIRD OBLIGATIONS OF COUNTY

During the term of this Agreement, County agrees:

1. Malpractice Coverage - to provide professional liability (malpractice) coverage which will cover Contractor and County while Contractor is performing services under this

Agreement, irrespective of the time at which such claim(s) may be filed or settled, and irrespective of the status of Contractor and County at said time.

2. Space - to provide necessary space for the performance of Contractor's professional duties under this Agreement.
3. Supplies - to provide supplies necessary to the proper operation and conduct of services, and supply ordinary janitorial and in-house messenger service, and such utilities as may be required for the proper operation and conduct of Contractor's service.
4. Support Services - to provide necessary support personnel required for the proper operation of medical services. County shall provide for accreditation surveys and quality control and survey programs.
5. Billing for Services Rendered - to bill and collect for all medical services rendered by Contractor pursuant to the terms of this Agreement. Contractor shall not bill for such services in that Contractor's sole compensation for services performed pursuant to this Agreement shall be the compensation set forth in Attachment II.
6. Expense Reimbursement - to reimburse Contractor for reasonable expenses incurred in connection with services required by this Agreement or requested by the Public Health Director that are extraordinary to the usual provision of services under this Agreement, subject to the limitations set forth in Attachment II. Such services include, but are not limited to, training, conference participation, and representing Public Health at selected meetings. Such expenses include, by way of example but without limitation, travel, lodging, meals, registration and materials. In order to receive reimbursement, such expenses must be pre-approved in writing by County. The responsibilities of County under this Article shall be subject to its discretion and usual purchasing practice, budget limitations and applicable laws and regulations.

FOURTH OBLIGATIONS OF CONTRACTOR

Contractor agrees to, at all times during the term of this Agreement:

1. License and Staff Membership - Contractor shall keep in full force and effect Contractor's unrestricted license as a California physician and surgeon and membership in the Health Officer Association of California (HOAC), and any other licenses or memberships required of the position of Deputy Health Officer-TB Controller Physician. Furthermore, maintain membership in good standing and privileges on the Medical Staff of Ventura County Medical Center (VCMC).
2. Conduct in Community - Contractor shall conduct herself at all times with due regard to public conventions and morals. Contractor further agrees not to do or commit any

acts that will reasonably tend to degrade her or bring her into public hatred, contempt or ridicule, or that will reasonably tend to shock or offend the community, or to prejudice County or the medical profession in general.

3. Private Practice of Medicine - The premises of County shall not be used by Contractor as an office for the private practice of medicine. This shall not limit Contractor, however, from providing care and treatment to such private patients as desired, and as shall be appropriate to the needs of Contractor and patients.
4. Return of Equipment and Supplies - Upon termination of this Agreement or whenever requested by County, Contractor shall immediately deliver to County any equipment and supplies in her possession or under her control belonging to County in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of Contractor excepted.
5. Access to Records - Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, Contractor will make available to the Secretary, U. S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, including the State of California, this Agreement and all books, documents and records necessary to certify the nature and extent of the cost of these services. If Contractor carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
6. Restrictions on Use or Disclosure of Protected Health Information - Contractor will not use or disclose protected health information other than as permitted or required by the Agreement or as required by law. For the purposes of this Agreement, "protected health information" means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for healthcare, and (2) either identifies the individual or reasonably could identify the individual.
 - a. Permitted Uses and Disclosures – Contractor may use or disclose protected health Information only as follows: (1) for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor and (2) to provide data aggregation services to County. Contractor will document any disclosures of protected health information not permitted by law.
 - b. Safeguarding Protected Health Information - Contractor will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by

this Agreement, including ensuring that any agent, including a subcontractor, to whom Contractor provides protected health information received from or created or received by, Contractor on behalf of County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. Contractor shall, within two (2) calendar days of the discovery of such disclosure, report to County any use or disclosure of protected health information not provided for by this Agreement of which Contractor becomes aware and will, to the extent practicable, mitigate any harmful effect that is known to Contractor of a use or disclosure of protected health information in breach of the requirements of this Agreement. At the termination of this Agreement, Contractor will return or destroy all protected health information received from, or created or received by, Contractor on behalf of County and retain no copies of such information.

- c. **Persons or Entities Allowed Access to Records** - Except as otherwise prohibited by law, Contractor will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by Contractor occurring six (6) years prior to the date on which the accounting is requested. Contractor will make protected health information available to County for inspection, amendment and copying. Contractor will make his internal practices, books and records relating to the use and disclosure of protected health information available to the Secretary U.S. Department of Health and Human Services, for purposes of determining Contractor's compliance with this provision.
- d. **No Remuneration** - Unless otherwise permitted by law, Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless Contractor obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by Contractor.

FIFTH TERMINATION

This Agreement shall terminate immediately upon the occurrence of any of the following:

- 1. The failure to cure within thirty (30) days of written notice a breach of duty by Contractor in the course of providing services under this Agreement.

2. The failure to cure within thirty (30) days of written notice any neglect by Contractor of her duties under this Agreement.
3. The failure to cure within thirty (30) days of written notice a breach of the obligations of County to Contractor under this Agreement.
4. The restriction, revocation or suspension of the medical license of Contractor to practice medicine in the State of California, or Contractor's Drug Enforcement Administration (DEA) permit.
5. By mutual consent of County and Contractor.
6. After the initial twelve (12) months under this Agreement, upon six (6) months' notice, with or without cause, from either party to the other.
7. Upon County's determination of a material breach of Article 4, section 6 of this Agreement by Contractor.

Termination of this Agreement shall not result in Contractor's loss of Medical Staff privileges and membership at VCMC.

SIXTH GENERAL PROVISIONS

1. No Waiver - Failure by either party to insist upon strict performance of each and every term and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.
2. Containment of Entire Agreement Herein - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to Contractor providing the subject services to County and contains all the covenant an agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein, have been made by any party, or anyone acting on behalf of any party to be charged.
3. Notices - Notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed to County by addressing and delivering such notices to the Director of Public Health, 2240 East Gonzales Road, Oxnard, California 93036. The party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated

as of two days after mailing.

4. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. Law Governing Agreement - This Agreement shall be governed and construed in accordance with the laws of the State of California.
6. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of County in connection with this Agreement or otherwise, to induce or to influence referrals by or from Contractor. In dealing with patients and in connection with any patient referrals or hospital admissions Contractor may make, Contractor is expected and required to act in accordance with the highest professional ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither Contractor's compensation, nor any other consideration or remuneration, to Contractor or any member of Contractor's family, currently or in the future, is or will be based on any expectation of referrals, or on Contractor's making or not making referrals to any particular person, entity or facility.
7. Preparation of Agreement through Negotiation - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed to be the party which prepared this Agreement within the meaning of Civil Code section 1654.
8. Independent Status of Contractor - In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Contractor is at all times acting as an independent Contractor. Neither County nor Public Health shall have any control over the method by which Contractor shall give these services, provided, however, that Contractor shall perform the obligations and responsibilities hereunder and function at all times in accordance with the approved methods of practice of Contractor's professional specialty and in accordance with any applicable rules and regulations.
9. Subcontracts by Contractor - If in the performance of this Agreement, Contractor chooses to associate, subcontract with, or employ any third person in carrying out the responsibilities of this Agreement, any such third person shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of association, subcontract or employment or requirements of law shall be determined by Contractor, and County shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither Contractor

nor any such person shall have any claim under this Agreement or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.

10. Hold Harmless by Contractor - Contractor agrees to hold County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. County is not required to make any deductions from the compensation payable to Contractor under the provisions of this Agreement. Contractor shall be solely responsible for self-employment Social Security taxes, income taxes and any other taxes levied against self-employed persons. Contractor does not assign such obligations to County for collection or administration, except as may be required by federal and state statutes. Contractor further agrees to hold County harmless from and to compensate County for any claims against County for payment of state or federal income or other tax obligations relating to Contractor compensation under the terms of this Agreement. The foregoing hold harmless provisions would not apply with respect to a penalty, if any, imposed by any governmental without the fault of, or being caused by, Contractor.
11. Hold Harmless by County - Should Contractor be sued in connection with the performance of her obligations under this Agreement, or based solely upon actions of County, through no fault of and not due to actions of Contractor, County shall indemnify, defend and hold harmless Contractor from any loss, cost, damage, expense or liability which may arise from any such suit. The previous sentence shall not apply to any loss, cost, damage, expense or liability arising as a result of Contractor's willful misconduct or gross neglect.
12. Responsibility of Contractor for Services - It is understood and agreed that Contractor is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards. Any person acting pursuant to this Agreement must at all times be properly authorized in accordance with any applicable bylaws, rules and regulations, such as, for example, those promulgated by the VCMC Medical Staff, and nothing in this Agreement affects or limits in any way the application or implementation of those bylaws, rules and regulations.
13. Dispute Resolution - The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures:
 - a. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time;

- b. If the dispute involves a department in County other than Public Health, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solution(s) of the problem(s);
 - c. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed thirty (30) days, unless a longer time is agreed to by Contractor and County, the matter shall be submitted to a resolution committee comprised of one (1) member from the Medical Executive Committee of the VCMC Medical Staff chosen by Contractor, one (1) member chosen by County, and a third person mutually chosen by the first two, or if they are unable to agree, designated by the presiding judge of the Ventura County Superior Court;
 - d. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
14. Confidentiality - In providing services pursuant to this Agreement, Contractor may obtain or have access to certain information and/or material which is properly confidential and which has not been publicly released by County. Contractor shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
15. Administration of Agreement - The Director of Public Health or his designee shall administer this Agreement on behalf of County.
16. Documentation by Contractor – Within thirty (30) days of the provision of the services by Contractor, Contractor shall prepare and submit all Physician's Services Slips invoices for services, treatment plans and other documents required by County and any third party payor, including, but not limited to, Medicare and Medi-Cal, for obtaining remuneration with regard to Contractor's services. Such documentation shall be accurate and legible. Contractor acknowledges that County will rely upon this documentation in billing third party payors for their services.
17. Cooperation with Compliance Efforts of VCMC – Contractor agrees to cooperate with VCMC as may be required for VCMC to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of Joint Commission, any other agency that accredits VCMC, and all public and private third party payors, including without limitation, Medicare and Medi-Cal. Contractor has received VCMC Code of Conduct, agrees to abide by it,

and will execute a certification to that effect. CONTRACTOR shall cooperate with all compliance-related activities of VCMC which includes, without limitation, attending the appropriate compliance training session(s) and providing certification of attendance.

18. Representations and Warranties – Contractor represents and warrants that Contractor is not and during the term of this Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs. Contractor shall notify County immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, County shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.
19. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates written below:

CONTRACTOR

Dated: _____ By: _____
Wallace Baker, M.D.

Tax ID# 200505564

COUNTY

Dated: _____ By: _____
County Purchasing Agency, GSA Procurement

ATTACHMENT I

**RESPONSIBILITIES OF
TUBERCULOSIS CONTROLLER PHYSICIAN**

It is mutually agreed that Contractor shall have the following responsibilities:

- I. Contractor shall be designated as Tuberculosis Controller Physician.
- II. Contractor shall provide physician services for Public Health consistent with the facilities available and the standards of practice established in the medical and public health community. Assignments shall be at the discretion of the Public Health Officer/Medical Director. The services to be provided shall include, but are not limited to the following:

- A. As Tuberculosis Controller Physician, Contractor shall work collaboratively with the Public Health Officer/Medical Director.

Services to be provided include:

- 1) Assisting in the development and review of Communicable Disease (CD) and TB related Policies & Procedures in conjunction with the Communicable Disease Program Manager, Nursing Director, and Health Officer.
 - 2) Implementing CD medical provider services as appropriate.
 - 3) Participating in departmental meetings as necessary to fulfill Contractor's obligations under this Agreement.
 - 4) Assisting as needed in providing medical oversight, consultation, and direction during outbreak investigations.
 - 5) Representing Public Health at the state and local level.
 - 6) Representing Public Health in the community and to outside physicians, agencies, and organizations in disease related matters.
 - B. Contractor shall provide medical oversight and consultation to professional staff in Public Health Specialty Clinic/TB, Health Care for the Homeless, and General Public Health Clinics (STD, Travel/IZ, Family PACT, BCEDP, etc.). This includes chart review and protocol review for Quality Assurance/Utilization Review.
 - C. Contractor shall perform medical diagnosis and treatment in Public Health Specialty Clinic/Tuberculosis, Health Care for the Homeless, and General Public Health Clinics (STD, Travel/IZ, BCEDP, etc.).
 - D. Contractor is to remove himself from any decisions in Communicable Disease Services or other program case review or appeals process that may present any indication or questions of a conflict of interest. In such instances,

Contractor is to immediately notify and refer the case to the Public Health Officer/Medical Director.

- E. Contractor shall be accessible to Public Health on a regular basis, during normal business operating hours, in the performance of the responsibilities provided for under this contract.
 - F. In the event of a public health emergency/disaster, Contractor agrees to be available as necessary to assist the Public Health Officer/Medical Director in protecting the public health.
 - G. Contractor shall rotate after hour "On-Call Duty," as requested, mutually agreed to, and scheduled.
 - H. If requested by Public Health, Contractor may serve as Interim Health Officer/Medical Director of Public Health in the absence of the designated Health Officer/Medical Director. In doing so, Contractor shall enforce all local health orders and ordinances, orders and rules prescribed by the State Department of Health Services, and state statutes relating to public health.
- III. Contractor will maintain report and retain time records, in accordance with the requirements of federal and state laws, as specified by County. In particular, Contractor shall report on a quarterly basis the specific hours of service provided to County for a selected two (2) week period during that quarter.
- IV. Contractor agrees to treat patients without regard to patient's race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient.
- V. It is expressly agreed that the payment provisions of this Agreement are predicated on Contractor providing at least an average of eight (8) hours of service per week to Public Health for forty-eight (48) weeks each year.
6. Contractor shall submit all necessary documentation, invoices for services, and/or records needed by County for the remuneration of Contractor's services within thirty (30) days of the provision of the services by Contractor.

By this Agreement, County contracts for the services of Contractor as physician, and Contractor may not substitute service by another physician without written approval of the Public Health Director, or his designee.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. Contractor shall be paid according to the following:
 - A. Contractor shall receive \$5,000 per month for services provided under this Agreement. Total compensation under this paragraph shall not exceed \$60,000 per fiscal year. Contractor shall receive up to five thousand dollars (\$5,000.00) per month based on an hourly rate of one hundred and fifty-six dollars and twenty-five cents (\$156.25) for services provided under this Agreement. Total compensation under this paragraph shall not exceed sixty thousand dollars (\$60,000.00) per fiscal year for the period July 1, 2023 to June 30, 2024, and up to two (2) fiscal years thereafter.
2. To receive payments, Contractor must submit an appropriate invoice. Contractor may submit an invoice to Public Health on the last day of the month during the month in which the services are provided. County shall pay the compensation due pursuant to the claim by the fourth day following the last day of the month, or within ten (10) working days after a valid invoice is received in the office of the Ventura County Auditor Controller, whichever is later. The invoice must include a record of days and hours worked. County shall pay no interest on any such payment which is withheld.
3. It is expressly agreed that the payment provisions of this Agreement under this Attachment II, Section A are predicated on Contractor providing an average of eight (8) hours of service per week to Public Health for forty-eight (48) weeks each year. If fewer hours are provided, during any week of a pay period, or if contractor provides hours of service during fewer weeks per year, than set forth above, a prorated reduction will be made in compensation based on the \$156.25 hourly rate.