

**AGREEMENT FOR PROFESSIONAL SERVICES BY
INDEPENDENT CONTRACTOR**

THIS AGREEMENT is entered into this 4th day of October, 2012, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and Med-Stops Medical Clinic, Inc. dba Med+Stop Urgent Care Center, an independent contractor (hereinafter referred to as "Contractor"), collectively referred to as parties.

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for employee medical exam services; and

WHEREAS, the Contractor is specially trained, experienced, expert and competent to perform such services;

NOW THEREFORE, the parties mutually agree as follows:

1. Scope of Services. Pursuant to this Agreement, Contractor shall provide to the County the services described in Exhibit "A."

2. Compensation. County shall pay to Contractor for all services performed pursuant to this Agreement in accordance with the fee schedule set out in Exhibit "B." Each component of the fee schedule will be adjusted annually in January (beginning in January 2012) by the percentage increase in the Consumer Price Index for the Los Angeles-Riverside-Orange County area.

3. Billing. Contractor shall submit to the County, on a monthly basis, a detailed statement of services performed during that preceding period. Payments shall be made by the County within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

4. Term of Agreement. This Agreement shall commence on October 4, 2012 and extend through February 1, 2015. The County Board of Supervisors agrees that in anticipation of execution of this agreement, services within the scope of this agreement may have been provided in reliance on assurances it would be executed. Services may have been rendered prior to October 4, 2012 and were intended in the best interest of the public. Accordingly, the Board authorizes the retroactive payment under the same terms and conditions as set out in this agreement.

5. Termination of Agreement for Convenience of Either Party. Either party may terminate this Agreement at any time by giving to the other party 90 days' written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

6. Termination of Agreement for Cause. If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Agreement or if Contractor shall violate any of the terms or provisions of this Agreement or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any

reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

7. Equal Employment Opportunity. During the performance of this Agreement, the Contractor agrees to comply with all state and federal laws governing discrimination.

8. Entire Agreement and Modification. This Agreement supersedes all previous contracts for these same services and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no others.

9. Non-Assignment of Agreement. Inasmuch as this Agreement is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

10. Covenant. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

11. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

12. Employment Status. Contractor shall, during the entire term of the Agreement, be construed to be an independent Contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. Warranty of Contractor. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. Indemnification. Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County. However, this indemnity will not extend

to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

- a. Violation of statute, ordinance, or regulation.
- b. Professional malpractice.
- c. Willful, intentional or other wrongful acts, or failures to act.
- d. Negligence or recklessness.
- e. Furnishing of defective or dangerous products.
- f. Premises liability.
- g. Strict Liability.
- h. Inverse condemnation.
- i. Violation of civil rights.
- j. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Agreement and the remaining language shall be given full force and effect.

15. Insurance. Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (CGL)

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY (BAL)

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than one-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy, which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY (WC/EL)

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. PROFESSIONAL LIABILITY INSURANCE POLICY (PL)

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least one-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL, & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

County of San Luis Obispo
Human Resources/Risk Management
1055 Monterey Street, D-250
San Luis Obispo, CA 93408

16. Records.

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request

17. Accounting. Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

18. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

County of San Luis Obispo
Human Resources/Risk Management
1055 Monterey Street, D-250
San Luis Obispo, CA 93408

and to the Contractor:

Med+Stop Urgent Care Center
283 Madonna Road, Suite B
San Luis Obispo, CA 93405

19. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Agreement shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

20. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Agreement which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

The individuals whose signatures are affixed hereto are authorized to represent their respective agencies and to agree to the terms and conditions presented in this Agreement.

Med+Stop Urgent Care Center

By: Brian M. Roberts, M.D.
President/ Owner



Signature



Date

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by the Board of Supervisors on _____, 2012

ATTEST:

Clerk of the Board of Supervisors

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 

Deputy County Counsel

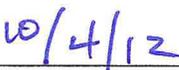
Date: 

EXHIBIT "A"

SCOPE OF SERVICES

The County will authorize each medical exam and its components. Once the Contractor receives authorization (via a telephone call from the appropriate County department to schedule the exam), Contractor agrees to provide medical exam services to County employees in accordance with the following requirements:

1. The clinic site providing the examinations will be easily accessible and provide ample free parking.
2. Examinations will be scheduled on the same day or within one workday of the day the employer contacts the provider.
3. Examinations will be conducted by licensed physicians, physician assistants or nurse practitioners.
4. The clinic, all clinic staff and technicians will be trained and licensed in accordance with all applicable state and federal laws.
5. Specialized examination components, such as the pulmonary function tests and audiometry, will be conducted by a person who has been appropriately trained in how to use the equipment and how to recognize test results that may be due to technician error.
6. All physicians and staff who will be providing examinations to County employees will comply with the County's protocol for documenting the examination process. County will train Contractor on documentation protocol. If new staff or physicians are added to the clinic, the County and/or its agent will work with the clinic to assure that they receive adequate orientation to the system. The use of rotating physicians who are unfamiliar with the County's system is not allowed except in an emergency situation.
7. All examination results will be documented on forms provided by the County. The three primary forms are the Exam/Treatment Intake form, the Medical History and the Medical Examination form. These forms must be used in order to assure legal defensibility of the examination outcome.
8. With the exception of treadmill test results, examination results will be provided to the County within a four workday turn-around time. Contractor will work with the County to provide the treadmill stress test results in the shortest timeframe possible, but in no circumstances will the timeframe exceed two weeks from the initial Med+Stop Urgent Care Center evaluation.
9. One staff member from Contractor will be designated to be responsible for monitoring examinations within the clinic and for interfacing with the County and its agent.
10. Copies of the examination documentation will be forwarded to the County and/or its agent when the exam is complete (i.e. after lab results and other documentation has been received), along with an executed "Authorization for Release of Medical Information" that is appropriate

under current state regulations protecting the confidentiality of medical information. Forms will be batched at the end of the day and sent in one packet. The cost of transmitting these documents is the responsibility of the Contractor.

11. All required examination components will be conducted at the clinic, with the exception of a Treadmill Stress Test, which will be conducted at an office near the clinic.
12. All immunizations (including bloodborne pathogens) processes will comply with OSHA standards and requirements; DMV physicals examinations will meet the minimum standards as required by the State of California for special classes of motor vehicle operators; all drug testing will comply with all applicable state and federal regulations.
13. Contractor will provide respirator fit testing in accordance with County Safety Officer requirements. The County Safety Officer will provide training to Contractor on proper respirator fit testing procedures. Further, County will provide Contractor with a set of all respirator models necessary to fulfill this Agreement.
14. Contractor will retain all County employee medical exam records generated through this Agreement for a minimum of 18 months after employee separates from County service. County will provide Contractor with an annual listing of all employee medical exam files that can be destroyed. Contractor will maintain all of these employee medical records in accordance with all applicable state and federal laws. On request and with appropriate medical information releases, Contractor will make these records available to the County's Workers' Compensation third party administrator in a timely manner.
15. Contractor will comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) regulations and will hold the County harmless from any sanctions received by the Contractor, to the extent permitted by law, for breach of these regulations.

EXHIBIT "B"
SCHEDULE OF FEES - 2012

Each component of this fee schedule shall be adjusted in January (beginning and including January 2012) by the percentage increase in the Consumer Price Index index for the L.A. Riverside, Orange County area.

A. Basic Examination:	\$120
<ul style="list-style-type: none"> • Review of Medical History • Vital Signs/Height & Weight • Gross Hearing Test – Whisper Test • Vision (including Near, Far, Color, Depth Perception, and Peripheral Vision) • Physician’s Examination (including Range of Motion Back Exam) • Dipstick Urine 	
B. Additional Components:	
<ul style="list-style-type: none"> • Lumber Spine X-rays- Flexion & Extension (1 view / 2 views) \$70/82 • Pulmonary Function Test \$60 • Chest X-ray- 1 View (PA) \$70 • Chest X-ray- 2 views (PA & LAT) \$90 • EKG (Resting 12 lead) \$75 • Treadmill Stress Test \$250 • Urinalysis (Gross & Microscopic) \$10 • PPD (TB Skin Test) \$15 • Blood Chemistry Panel, with CBC (including blood draw) \$45 • Blood Chemistry Panel, without CBC (including blood draw) \$30 • CBC (including blood draw) \$20 • Hepatitis B Surface Antigen Test \$25 • Cholinesterase Test (Plasma &RBC) \$45 • Blood Lead Level Test \$18 • Blood Draw Only \$10 • Respirator Fit Test \$50 	
C. Audiogram – with headset in OSHA approved sound booth.	\$50
D. DMV Biennial Exam	\$80
E. Drug Screening [Urine specimen collection /analysis (NIDA)]	\$35
F. Immunization-Bloodborne Pathogens	
1. Pre and post testing (Titer test)	\$25
2. Hepatitis A (2 series vaccine)	\$120
3. Hepatitis B (3 series vaccine)	\$240
G. Court Testimony/Medical Records Management	
1. Hourly fee for time spent rendering testimony in court, appeals boards hearings, or similar proceedings.	\$240