

**COUNTY OF SAN MATEO
DEPARTMENTAL CORRESPONDENCE**

DATE: January 22, 2002
HEARING DATE: January 29, 2002

TO: Honorable Board of Supervisors
FROM: Margaret Taylor, Acting CEO, Hospital and Clinics
SUBJECT: Agreement with California Emergency Physicians

M.T.

RECOMMENDATION

Adopt a resolution authorizing an agreement with California Emergency Physicians for the provision of Medical Director and physician services for Correctional Health Services; consultation to the staff of the Keller Center for Family Violence Intervention; physician consultation to the Psychiatric Emergency Services (PES) and medical information technology team; and medical services at the Emergency Department.

Background

California Emergency Physicians (CEP) provides the physician and physician assistant staff for the Emergency Department at the San Mateo County Health Center and medical direction and on-call and relief physician services for the Maguire Facility. For the past four years, CEP has provided the Emergency Department services as a subcontractor to the Medical Associates of San Mateo County (MASMC), and the correctional medical services as a direct contractor with the Hospital and Clinics Division. CEP assumed responsibility for physician services at the Maguire Facility after a long civil service recruitment period, which produced no viable candidates. On October 11, 2000, you approved an agreement with CEP, which included the provision of all physician services, including relief coverage, at the jail.

Discussion

As of December 31, 2001, Hospital and Clinics no longer contracts with MASMC for emergency physician services. These services will now be incorporated into the overall agreement between the division and CEP. In addition, CEP will provide consultation services to the staff of the Keller Center for Family Violence Intervention, including response to all requests for medical consultation and oversight, as well as expert testimony if needed. CEP will also provide back up to psychiatric residents staffing the Psychiatric Emergency Services (PES) now located next to the Emergency Department, the cost of which will be covered by savings in the Psychiatric Clinical Services budget unit. CEP will continue to provide Medical Director, on-call and relief

physician coverage at Maguire. Finally, CEP will provide physician consultation to the medical information technology team approved by the Medical Executive Committee and working closely with the Health Services Agency's Information Technology Committee.

Performance Measures

The annual number of Correctional Health referrals to the inpatient units was 250 before CEP assumed responsibility. The projection for 2001-02 is 156. Since jail patients are usually uninsured, this decrease represents a considerable savings for the hospital. More detailed measures will be developed within the next two months.

Term and Fiscal Impact

The term of the physician services at Maguire is from July 1, 2001 through December 31, 2002. The annualized amount of this portion of the agreement is being increased by 7% over last year's agreement to match COLAs granted Medical Associates of San Mateo County, Inc. and Peninsula Pathologist Medical Group, Inc. It includes on-call services and relief physician coverage. The total amount of this portion of the agreement will not exceed \$273,344 or \$15,186 per month. The amount for FY 2001-02 (\$182,230) is included in the Correctional Health 2001-02 approved budget.

The term of the physician and physician assistant services at the Emergency Department is from January 1, 2002 through December 31, 2002. The annualized amount of this portion of the agreement is also being increased by 7% from last year to reflect COLAs for physician groups and physician assistants. The total amount of this portion of the agreement will not exceed \$1,746,025 or \$145,502 per month. The amount for FY 2001-02 (\$873,012) is included in the Hospital and Clinics 2001-02 approved budget.

The term of the physician consultation services at PES is January 1, 2002 through December 31, 2002. The total amount of this portion of the agreement will not exceed \$30,000 or \$2,500 per month. Of this amount, \$15,000 is included in the Hospital and Clinics FY 2001-02 approved budget. The remaining \$15,000 will be included in the recommended budget for 2002-03.

The term of the consulting services at the Keller Center for Family Violence Intervention and the Information Technology Services is October 1, 2001 through June 30, 2002. The total amount of the Keller Center services is not to exceed \$29,167 or \$2,083 per month. Funds are included in the 2001-02 budget for the Keller Center. The total amount of the Information Technology Services portion of the agreement is also \$29,167 or \$2,083 per month and will come from service and supplies savings in the Health Information Technology/Information Services (ISD) budget unit.

The term of the full agreement between CEP and the Health Services Agency is from July 1, 2001 through December 31, 2002. The total amount of the agreement is not to exceed \$2,107,703.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION EXECUTING AN AGREEMENT WITH
CALIFORNIA EMERGENCY PHYSICIANS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that;

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby California Emergency Physicians will provide Medical Director and physician services for Correctional Health Services; consultation to the staff of the Keller Center for Family Violence Intervention; physician consultation to Psychiatric Emergency Services (PES) and medical information technology team; and medical services at the Emergency Department; and

WHEREAS, this Board has been presented with a form of the Agreement and has examined and approved it as to both form and content and desires to enter into the Agreement:

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board hereby authorizes the President of this Board of Supervisors to execute said Agreement for an on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

AGREEMENT WITH CALIFORNIA EMERGENCY PHYSICIANS
MEDICAL GROUP
FOR DIRECTOR AND PHYSICIAN SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 2002 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP, hereinafter called "Contractor":

W I T N E S S E T H:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health Services Agency, Hospital and Clinics; and

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Director of Health Services, or her designee, with respect to the product or result of Contractor's services, shall provide medical direction and physician services as described in Schedule A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO MILLION ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED THREE DOLLARS (\$2,107,703.00) for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Director of Health Services or her designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 2A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Director of Health Services or her designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

3. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other

relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance

Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and the Director of Health Services has approved such insurance. Contractor shall furnish the Health Services Agency with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the Health Services Agency of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

A. Workers' Compensation and Employer Liability Insurance.

Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such

provisions before commencing the performance of the work of this Agreement.

B. Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below.

Such insurance shall include:

1. Comprehensive General Liability S-0-
2. Motor Vehicle Liability Insurance S -0-
3. Professional Liability S -0-

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor.

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a

provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies that shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. Termination of this Agreement;
- ii. Disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;

iv. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. Examine Contractor's employment records with respect to compliance with this paragraph:
- ii. Set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance that prohibits contractors from discriminating in the provision

of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. Assignments and Subcontracts

A. Without the written consent of the Director of Health Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Health Services or her designee is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Health Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Health Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

8. Amendment of Agreement

This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

9. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriate-ness and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

11. Interpretations and Enforcement

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

1) In the case of County, to:

San Mateo County
Division of Hospital and Clinics
222 39th Avenue
San Mateo, CA 94403

or to such person or address as County may, from time to time furnish to Contractor.

2) In the case of Contractor, to:

California Emergency Physicians Medical Group
Attn: Mark Spiro, M.D.
2101 Webster St., Ste. 1770
Oakland, CA 94612

B. Controlling Law. The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through December 31, 2002. Contractor, Director of Health Services or her designee may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO
Jerry Hill, President
Board of Supervisors, San Mateo County

By: _____ Date: _____

ATTEST:

By: _____ Date: _____
Clerk of Said Board

CALIFORNIA EMERGENCY PHYSICIANS
MEDICAL GROUP
Mark Spiro, M.D.
Chief Operating Officer

By:  _____ Date: 1-16-07

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize s/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. () Employs fewer than 15 persons.

b. () Employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

DR. MARK SPIRO
Name of 504 Person - Type or Print

California Emergency Physicians Medical Group
Name of Contractor(s) - Type or Print

2101 Webster St., Ste 1770
Street Address or PO Box

Oakland
City

CA
State

94612
Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

1/16/02
Date

[Signature]
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible.

SCHEDULE A

I. Correctional Health Services

Effective July 1, 2001 through December 31, 2002, California Emergency Physicians Medical Group will provide a Board certified physician who has had prior approval by the Correctional Health Services Manager or the Deputy Director of Community Clinics as well as the proper clearances by the Sheriff's Department and Jail Administration. The assigned physician will be responsible for the following:

A Administrative Responsibilities

1. Collaborates With HSMI, CSMI and Mental Health Manager to plan and develop health care programs in the correctional facilities.
2. Reviews and approves policies and procedures in coordination with HSM II and CSM I including nursing, physician, pharmacy and ancillary service.
3. Reviews and approves standardized procedures for the nursing staff.
4. Assists in the implementation of the Quality Management program.
5. Meet on a regular basis with other County physicians at San Mateo County General Hospital and Public Health to discuss common medical issues and do peer review.
6. Participates in Health Education programs for inmates and staff.
7. Supervises the Clinical practice of Correctional Health Services (CHS) nurse practitioners (NP), including providing a mechanism for privileging NPs.
8. Arranges for peer review at least quarterly. Physicians outside of CEP must do this review.
9. Reviews CHS formulary at least annually, actively participates in Quarterly Pharmacy and Therapeutics meetings.

B. Clinical Activities

1. Responsible for clinical services in the jails.
2. Provide direct clinical services for inmates during regularly scheduled clinic, including history and physical assessment and plan.
3. Assist HSM II with supervision of contract physicians.
4. Provide consultative services to all medical staff
5. Review and co-sign standardized orders written in medical records by nurses.
6. Review cases with nurse practitioners on a regular basis each week.
7. Review, approve and co-sign all consult requests as prepared by nurses and nurse practitioners.
8. Provide on-call service for telephone consultation between 8:00 a.m. and 9:00 p.m., Monday through Friday.

9. In conjunction with the CHS Manager, physician may negotiate schedule to be in the clinic. The schedule must include a minimum of 4-days per week.
 10. Provide oversight to the self-medication program
 11. Follow hospitalized inmates' care to insure the inmate will return to custody as soon as medically possible.
 12. Review and co-sign Health Appraisals done by nursing staff.
- II. Keller Center Consultation (Effective October 1, 2001 through June 30, 2002)
- A. CEP shall provide a Medical Director and clinical and programmatic support for the Keller Center. The Keller Center Medical Director shall be the Medical Director of the Emergency Department or his/her designee. This individual shall be Board Qualified in Emergency Medicine and experienced in field of Family Violence and Sexual Assault.
 - B. Following guidelines set forth by Hospital and CEP this individual and other members of the attending staff will provide 24 hour a day clinical support to the Keller Center.
 - C. The Medical Director will provide medical expertise in the development of policy and procedure at the Keller Center. The Medical Director or his/her deputy on any given day shall provide medical consultations to victims and clients seen at the Keller Center and provide advice and supervision for the nurse examiners. In keeping with the master agreement CEP physicians will play a role in representing the Keller Center in the community at large.
- III. Emergency Department Services: (Effective January 1, 2002 through December 31, 2002)
- A. Provide Board certified physician emergency services in the Department of Surgery, Division of Emergency Services. Emergency Department shall be staffed twenty-four (24) hours a day with a maximum of fourteen (14) hour shifts. Staffing schedule shall be posted prior to beginning of month. A transition period will exist for the first six months of the Agreement to meet the maximum 14-hour shift.
 - B. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at San Mateo county General Hospital. Each individual's participation in continuing education is documented and considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
 - C. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the San Mateo County General Hospital Medical Staff Bylaws, and maintain such active staff status as a condition of the Agreement.
 - D. Contractor shall provide accurate and complete documentation for physician billing claiming procedures as established and required by the Hospital's Business Office.
 - E. Contractor shall provide access to all records and reports, financial and otherwise, pursuant to this Agreement.

- F. Contractor shall attend regularly and serve without additional compensation on committees responsible for Peer Review activities, Quality Assurance, Utilization Review as outlined in the Medical Staff Bylaws, Rules and Regulations.
- G. Contractor shall provide direct supervision of the Department of Emergency Services, in assuring the overall efficiency in the day-to-day operations. Contractor shall serve as Chief of Emergency Services through appointment by the Medical Executive Committee.
- H. These duties include, but need not be limited to, the following:
 - I. Being accountable for all professional and administrative activities within the Department;
 - J. Continuing monitoring of the professional performance of all individuals who have delineated clinical privileges in the Emergency Department;
 - K. Recommending to the Medical Staff the criteria for clinical privileges for each member of the Emergency Department;
 - L. Assuring that the quality and appropriateness of patient care provided within the Emergency Department is monitored and evaluated quarterly through the routine collection of information about important aspects of patient care provided in the Department and about the clinical performance of its members, as reported to the Department of Surgery and Medical Executive meetings.
- M. Respond in writing to issues within a reasonable period of time commensurate with the nature of the issue. Where there is a serious question of Quality Assurance, a written response will be required within seven (7) days.
- N. Attend and/or delegate attendance at EMCC, HOMAC meetings, Outpatient Department and Pre-Disaster Committee meetings.
- O. Attend Department of Surgery and Medical Executive Committee meetings.
- P. Be available by beeper or phone or designate "on-call" alternative when necessary as determined by Contractor.
- Q. Assist Administration in developing departmental rules and regulations.
- R. Complete Quality Assurance reports on a monthly basis through appropriate medical staff reporting channels.
- S. Contractor shall also provide other administrative services not directly related to an identifiable part of the medical care of patients as mutually agreed to by Contractor and the Director. Such administrative services may include, but are not limited to, teaching, research, administration, supervision of professional or technical staff, quality control activities, committee work, and attending conferences.
- T. Adhere to all aspects of Medical Staff Bylaws of San Mateo County General Hospital, especially Section 10.6-5, pertaining to the duties of Department Chairman.
- U. Provide Medical Staff administrative support to hospital and nursing in meeting surgical and anesthesia standards as defined by Joint Commission, Title 22, and other applicable standards.

- V. Respond to Jail Phone calls for Telephonic and Telemedicine Evaluation and Management of inmates 7X24.
 - W. Respond to Hospital Clinical Laboratory and other ancillary services for the evaluation and management of Critical Laboratory, Imaging, and Pathology Values between the hours of 1700 and 0900.
 - X. Manage and stabilize Cardiac Arrest and other medical or surgical emergencies on the wards and premises of the hospital in the absence of an available medical or surgical attending physician.
- IV. Psychiatric Emergency Services (Effective January 1, 2002 through December 31, 2002)
- A. CEP shall provide the services of Board certified Emergency Physicians at the San Mateo County General Hospital who will support the functions of the Psychiatric Emergency Services by providing:
 - 1. Timely orders for restraint and seclusions, both chemical and physical, for behavioral and medical conditions as required by medical necessity and in regulatory compliance with the appropriate state and federal statutes.
 - 2. Such Emergency Medical evaluations as are deemed necessary to assure that psychiatric patients are medically stable for psychiatric evaluation on site and stable for transfer to other facilities should this become emergently necessary.
 - 3. Phone consultations to the San Mateo County Jail psychiatric patients regarding acute medical and psychiatric issues that are within the scope of practice of Emergency Medicine. These consultations shall also include patients at the Cordilleras facility and other community and private facilities to which the Psychiatric Emergency Service is duty bound to cover.
 - B. The above services are provided on routine basis from 1700 to 0800 the following day or at such times when an attending psychiatrist is not historically posted in the Psychiatric Emergency Department.
- V. Information Technology
- A. Effective October 1, 2001 through June 30, 2002, California Emergency Physicians will provide a Board certified physician with medical information technology skills to work as a member of the medical information technology team approved by the Medical Executive Committee to develop a plan to include but not limited to the following activities:
 - 1. Medication List: should keep track of all prescriptions written in the outpatient setting and updated each time a prescription is written.
 - 2. Problem List
 - 3. Health Maintenance Log which automatically updates itself
 - 4. Immunization Record
 - 5. Diabetic Flow Sheet which automatically updates itself

6. Anti-coagulation log which automatically updates itself
7. Other clinical flow sheets
8. Other clinical flow sheets and data retrieval that may be considered urgent for bioterrorism surveillance.

SCHEDULE B

Correctional Health Services

For the period July 1, 2001 through December 31, 2002. Contractor shall invoice the County on a monthly basis at the rate of \$15,186 per month (not to exceed \$273,344) for Jail Clinics and after-hours phone management of Jail patients. The Correctional Health Services Manager shall approve invoices for payment.

Keller Foundation Consultation

For the period October 1, 2001 through June 30, 2002 Contractor shall invoice the County on a monthly basis at the rate \$2,083.33 per month (not to exceed \$29,167) for consultation services provided to the Medical Legal Exam (MLE) Program and Keller Foundation. The Chief Operations Officer shall approve invoices for payment.

Emergency Department Services

For the period January 1, 2002 through December 31, 2002 Contractor shall invoice the County on a monthly basis at the rate \$145,502.00 per month (not to exceed \$1,746,025) for direct Clinical Emergency Services. The Chief Operations Officer shall approve invoices for payment.

Psychiatric Emergency Services

For the period January 1, 2002 through December 31, 2002 Contractor shall invoice the County on a monthly basis at the rate \$2,500.00 per month (not to exceed \$30,000) for direct Clinical Emergency Services. The Chief Operations Officer shall approve invoices for payment.

Information Technology

For the period October 1, 2001 through June 30, 2002 Contractor shall invoice the County on a monthly basis at the rate \$2,083.33 per month per month (not to exceed \$29,167) for information technology services. The Chief Operations Officer shall approve invoices for payment.

SCHEDULE C

Contract between County of San Mateo and California Emergency Physicians Medical Group, hereinafter called "Contractor."

- a. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

- b. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.

- c. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement..

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: January 15, 2002
To: Priscilla Morse, Risk Management/ Pony # EPS 163 Fax # 363-4864
From: Tere Larcina, Hospital and Clinics/Pony # HOS316/Fax # 2267
Subject: Contract Insurance Approval

CONTRACTOR: California Emergency Physicians

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide medical direction and physician services as described in Schedule A.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$ _____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability:	\$ _____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability:	\$ _____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation:	<u>Statutory</u>	_____	_____	_____

REMARKS/COMMENTS:

General & Professional
Liability coverage provided by County.

Priscilla Morse
SIGNATURE