### 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 M.

SUBJECT: Agreement with Medical Associates of San Mateo County, Inc.

(MASMC)

#### RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute a 90-day agreement with Medical Associates of San Mateo County, Inc. (MASMC) for professional specialty services to patients at San Mateo County Hospital and Clinics.

#### Background Discussion

Health Services has contracted with Medical Associates of San Mateo County (MASMC) since 1997 to provide specialty medical care to clients through the Independent Physician Association (IPA). The agreement between the County and MASMC was to expire on March 31, 2002. However, in August 2001 MASMC exercised their option under the agreement to terminate the agreement upon 180-days written notice. Therefore, the agreement was terminated on December 31, 2001. MASMC and County have agreed to enter into a new 90-day agreement for the term January 1, 2002 through March 31, 2002. Under this new 90-day agreement, physicians have the option to change from a fixed fee agreement to Medicare fee-for-service for all classes of patients. About half of the physicians have selected the latter arrangement. MASMC will bring in two billing specialists to ensure that all the physicians in their group submit clean claims that the Health Center Business Office will then bill to the appropriate payor.

#### Term and Fiscal Impact

This new agreement covers the final 90-day period January 1, 2002 through March 31, 2002. The amount is not to exceed \$3 million, which includes all MASMC overhead related to the agreement. The funds are in the 2001-02 approved budget for Hospital and Clinics. County staff will continue to provide all current support. At the end of this agreement, MASMC is no longer obligated to provide medical services to county patients.

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

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RESOLUTION EXECUTING A 90-DAY AGREEMENT WITH MEDICAL ASSOCIATES OF SAN MATEO COUNTY, INC. (MASMC) FOR PROFESSIONAL SPECIALTY SERVICES TO PATIETNS AT SAN MATEO COUNTY HOSPITAL AND CLINICS.

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 a 90-day agreement, reference to which is hereby made for further particulars, whereby Medical Associates of San Mateo County. Inc. shall provide professional specialty services to patients at San Mateo County Hospital and Clinics through March 31, 2002; 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 and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

# AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MEDICAL ASSOCIATES OF SAN MATEO COUNTY, INC., FOR PROFESSIONAL SERVICES

This 90 day Agreement is between the County of San Mateo, a political subdivision of the State of California (the "County") and Medical Associates of San Mateo County Inc., a California nonprofit corporation ("MASMC"). This is for the provision of professional specialty services to patients at San Mateo County Hospital, Hospital Clinics, and Satellite Clinics. Professional Services shall be defined as those services provided by MASMC physicians historically in 2001.

The parties to this AGREEMENT hereby agree to the terms and conditions described in the following provisions:

#### 1. Term and Termination

- (a) The term of this AGREEMENT shall commence on January 1, 2002 and shall end on March 31, 2002. After March 31, 2002 neither MASMC nor its contracting physicians shall have any further obligation or responsibility whatever to provide services to County patients, and the County shall have sole responsibility for securing staffing for its hospital and clinics and for the provision of services to its patients, and shall make prompt and reasonable efforts to do so, which may include at any time negotiating with some or any of the MASMC physicians. If, as a result of the County's failure to secure the provision of such services, MASMC or its contracting physicians are legally required to continue providing services in order to avoid abandonment of patients, the County shall be responsible for the cost of such services at 100% of the professional component of the 2002 RBRVS except for anesthesiology services which will be paid at the rate of \$43 per base unit and per time unit.
- (b) The County of San Mateo may terminate the agreement for cause with 30 days notice for the following:
  - (i) Failure by MASMC physicians to maintain licenses or certifications required to perform duties under this Agreement or to comply with applicable laws, rules or regulations;
  - (ii) Insolvency, inability to pay debts as they mature, or the filing by MASMC of a petition under the federal bankruptcy laws; or

- (iii) Breach of any material term, covenant or condition of this AGREEMENT and failure to cure such breach within the 30-day notice period.
- (c) MASMC may terminate the agreement for cause with 30 days notice for the following:
  - (i) Failure by County to pay the compensation payable to MASMC in accordance with the provisions of section 6.
  - (ii) Insolvency, inability to pay debts as they mature, or the filing by MASMC of a petition under the federal bankruptcy laws; or
  - (iii) Breach of any material term, covenant or condition of this AGREEMENT and failure to cure such breach within the 30-day notice period.

#### 2. Staffing of Hospital and Satellite Clinics.

MASMC shall, at its cost, provide and/or arrange for the provision of, all Medically Necessary MASMC Professional Services. MASMC Professional Services refers to all Medically Necessary physician services (including the professional component of diagnostic ancillary services). When services are provided at MASMC Physician's private offices pursuant to a written authorization from County, MASMC Professional Services, includes both the professional and technical component of such services as well as the ingredient costs of any injectables and other and additional physician services in the event of a disaster, including compliance with the County's disaster recall policies and procedures.

- (a) Pursuant to the 2001 staffing schedule, MASMC shall staff each of the County Clinics as described in Attachment B with qualified medical professionals.
- (b) MASMC shall be responsible for each of the following:
  - (i) Admitting and discharging of patients from Hospital, and providing internal medicine "house physicians" services twenty-four (24) hours a day, for the entire period of this Agreement. Such house physician shall, among other things, be responsible for admitting patients to the Hospital as Medically Necessary when other appropriate physicians are not available for such admissions.

- (ii) Provide all Medically Necessary inpatient services.
- (iii) Admitting and discharging of County intra and post partum patients at other hospitals.
- (iv) Authorizing and facilitating the transfer to Hospital of medically stable indigent patients who are inpatients of other hospitals or healthcare facilities.
- (v) For the entire period of this Agreement, all specialty consults and Medically Necessary specialty coverage and consults as required by the Hospital's Emergency Department and other departments and provide medical support for the County's public health programs and mental health programs of the same type and nature as provided prior to the Effective Date of this Agreement.
- (vi) Provide consults and support to the Civil Service physicians.
- (vii) MASMC shall staff at its cost, in conformity with all JCAHO and other licensing and accreditation organization requirements, the following inpatient and outpatient hospital departments with an adequate number of specialist physicians, qualified and credentialed for the Hospital's Radiology Department and Anesthesiology Department at the same type and nature as provided prior to the Effective Date of this Agreement.
- (viii) Surgeons shall be available, as Medically Necessary, at the same staffing level and nature as provided prior to the Effective Date of this Agreement.
- 3. MASMC will look only to the County for payment. MASMC will not under any circumstances have any recourse against or impose any additional charge on any County patient for services provided pursuant to and covered by this AGREEMENT.
- 4. The parties shall comply with all applicable laws and regulations in the provision of services hereunder.
- 5. MASMC agrees to require its subMASMCs to obtain and maintain during the effective period hereof, a policy or policies of professional liability insurance insuring MASMC physicians against any and all liabilities or claims for damages arising from or relating to personal injury or death occasioned directly or indirectly in connection with the performance of the services rendered by MASMC under this AGREEMENT. MASMC shall require its physicians to maintain adequate professional liability insurance coverage with limits not less than \$1 million per

occurrence and \$3 million in the annual aggregate. The limits, form and issuer of such insurance coverage shall be satisfactory to and subject to the prior approval of County Risk Management Department.

6. COUNTY agrees to reimburse MASMC per Attachment A. Services provided at a fixed monthly fee will be reimbursed by County by the fifth day of the following month. All other services will be reimbursed within thirty (30) days from receipt of a complete and accurate billing except in the case of a good faith dispute, provided that the County pays the portion of the compensation not in dispute and thereafter seeks promptly to resolve with MASMC the amount which is in dispute. The requirements for a complete and accurate billing are described in Attachment C. In the event of a dispute, the County may withhold payments in advance of resolution only if (a) the claim is incomplete on its face, (b) the County disputes the accuracy of the claim based on a review of the patient record, and in either case the County provides its reasons for the dispute within the payment period. The County shall not withhold payment in advance of resolution solely because the County cannot locate a matching record in its billing system.

#### 7. <u>Indemnification</u>

- (a) To the extent of any available insurance coverage, each party shall indemnify, defend, and hold the other harmless from any claims, demands, lawsuits, or charges arising from the indemnifying party's negligence or misconduct.
- (b) As a cumulative obligation to that set forth in subpart (a) above, MASMC 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 account of or by reason of: (i) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement as made necessary by Section 530 of the Revenue Act of 1978, or (ii) any failure to pay any of MASMC's employees, independent MASMCs, suppliers, or vendors, any compensation, payments, wages, or other monetary amounts owed or claimed to be owed by MASMC.
- 8. In respect to all MASMC Professional Services, including the professional and technical components of such services, regardless of location which are provided during the terms of this Agreement to County Patients hereunder, the County shall retain the sole right to bill and collect and retain all payments therefrom. Without limitation, such payments include third party payor compensation, copayments, deductibles, self-pay, Health Plan of San Mateo

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bonus and shared risk distributions, coordination of benefits, liens, governmental payments, and any and other compensation.

- 9. This AGREEMENT, the attachments and any exhibits hereto, which are hereby incorporated by reference into this AGREEMENT and any other specifically incorporated documents constitute the entire AGREEMENT by and between the parties with respect to the matters contained herein, and supersede any and all prior and/or contemporaneous agreements, proposals, negotiations, representations and any and all other communications on the matters addressed in this AGREEMENT between COUNTY and MASMC, whether written and/or oral, except with respect to rights and obligations accrued prior to the effective date of this AGREEMENT.
- 10. This AGREEMENT may only be amended by mutual written agreement of both parties.
- 11. This AGREEMENT shall be construed and interpreted under the laws of the State of California.
- 12. MASMC will abide by applicable federal and state of California laws, regulations and guidelines regarding the disclosure of records and the strict confidentiality of individually identifiable medical information contained in any and all records regardless of medium utilized. MASMC will not release, disclose, distribute and/or otherwise disseminate or publish such Insured identifiable information received by MASMC, except as required or permitted by applicable law. MASMC shall not generate such insured confidential information in a manner inconsistent with federal and state of California laws and regulations.
- 13. MASMC will immediately notify the County's Risk Manager by telephone, if a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement. MASMC will promptly submit to County a written report, in such forms and containing such information, as may be required by County, of all accidents which occur in connection with this Agreement.
- 14. Nothing in this Agreement shall be construed to limit the County's right to enter into service agreements with MASMC's physicians, either during the term of this Agreement, or following its termination.
- 15. Unless this paragraph is amended, payments by the County pursuant to this Agreement shall in no event exceed \$2,950,000.00 per the Agreement period.
- 16. No term or provision of this AGREEMENT will be deemed waived and no breach excused, unless a waiver or consent is in writing and signed by the party

claimed to have waived or consented. Any consent by a party to or waiver of a breach by the other, whether expressed or implied, will not constitute a consent to, waiver of, or excuse for any other or subsequent breaches of the same or any other provisions of this AGREEMENT.

- 17. The relationship by and between COUNTY and the MASMC established by this AGREEMENT is that of independent contractors and nothing contained in this AGREEMENT shall be construed to: a) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or b) allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever. All financial obligations associated with each parties' business are the sole responsibility of that party. Employees and independent contractors of MASMC will not be deemed to be employees of COUNTY.
- Neither party shall transfer or assign, directly or indirectly by operation of law or otherwise, this AGREEMENT or its rights and obligations hereunder without the prior written consent of the other party. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the parties and their successors and assigns.
- Except as otherwise provided in this AGREEMENT, all notices required under this AGREEMENT shall be in writing, sent via certified U.S. mail with a return receipt requested to the attention of the individual named below at the address set forth below, or to any other address of which a party may give notice.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this AGREEMENT as of the below date.

MASMC

Federal Tax Identification # 94-3300276

Dirk S. Boumann President MASSIC

Name / Title

County		
Signature		
Name/Title	 	 

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## Attachment A County is to pay MASMC the following rates from January 1, 2001 through March 31, 2002

Category	Amount to be Paid by County	Payment Methodology
Administration	\$8,265.25	Fixed Monthly Rate
Anesthesiology	\$43.00/ASA Unit (1)	Fee For Service (4)
Dental	\$8.874.44	Fixed Monthly Rate
Dermatology	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
ENT	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
ID	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
Internal Medicine (3)	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
Nephrology	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
Neurosurgery	\$21,753.44	Fixed Monthly Rate
OB/GYN	\$182,796.48	Fixed Monthly Rate
Opthamology	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
Orthopedics	\$52,581.94	Fixed Monthly Rate
Pediatrics	\$18,728.33	Fixed Monthly Rate
Plastics	\$9,836.72	Fixed Monthly Rate
Podiatry	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
Radiology	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
Rheumatology	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
Surgery	100% of the professional component of the 2002 RVRVS (2)	Fee For Service (4)
Urology	\$19,335.98	Fixed Monthly Rate

- (1) = ASA refers to the American Society of Anesthesiologists Payment Methodology. Base Units set by the ASA plus time units are multiplied by the \$43.00 conversion factor. One additional time unit is added for every 15 minutes.
- (2) = RBRVS is Resource Based Relative Value Scale for San Mateo Geographic Region.
- (3) = Payment includes hospitalists and extenders at their December 2001 hourly rates.
- (4) = Fee for Service Payment for services without an assigned RBRVS rate will be paid at 75% of billed charges until such time as Medicare establishes a rate for that service.

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### MEDICAL CLINICS MASTER JANUARY, 2002 REVISED 01/02

FEBRUARY, 2002		PHYSICIAN PROVI	DER SCHEDULE	
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
JANUARY JANUARY	1	AM Hassid/O'Pry 2 Lui Mulligan PM O'Pry Guttas RN Visits Godin	AM Boucher 3 Asthma RN Visits González Sanghavi PM Godin Pavy González	AM González 1 Silver RN Visits Graham  PM Gescuk González Asthma Mulligan
AM Adler/González 7 Siegel Hassid RN Visits	AM Asthma 8 RN Visits Highman	AM Hassid/O'Pry 9 Lui Mulligan Belfer	AM Adler 10 Gonzalez RN Visits Sanghavi	AM Adler/González 11 Silver RN Visits Savola
<u>PM</u> Mulligan Rockman Sanghavi	PM Adler Rockman Mulligan/González Asthma	<u>PM</u> O'Pry Guttas RN Visits	PM Rockman Gonzalez Pavy	PM Gescuk Mulligan Highman Asthma
AM Adler/González 12 Siegel Hassid RN Visits PM González Rockman Sanghavi	AM Highman 13 Asthma Siegel RN Visits PM Rockman González Adler Asthma	AM Hassid/O'Pry 14 Lui Belfer PM O'Pry Godin Guttas RN Visits	AM González 15 Asthma RN Visits McLaughlin Sanghavi PM Godin González Pavy	AM Adler/González 16 Silver RN Visits Belfer Graham PM Gescuk Highman/González Asthma
MADTIO LOTATED KING	AM Highman 22 Asthma RN Visits  PM Rockman González Adler Asthma	AM Hassid/O'Pry 23 Mulligan  PM O'Pry Godin Guttas RN Visits	Rockman  AM González  24 Asthma  RN Visits  McLaughlin  Sanghavi  PM Godin  González  Pavy	AM Adler 25 Silver RN Visits PM Gescuck Mulligan Highman/González Asthma
AM González 28 Hassid Siegel RN Visits PM Mulligan/González Rockman Sanghavi	AM Highman 29 Asthma Siegel RN Visits PM Rockman González Adler Asthma	AM Hassid/O'Pry 30 Mulligan Belfer  PM O'Pry Godin Guttas RN Visits	Rockman  AM González 31 Asthma RN Visits McLaughlin Sanghavi  PM Godin González Pavy Rockman	

## SPECIALTY CLINICS PHYSICIAN PROVIDER SCHEDULE

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Eye/Dental/ENT/Derm

FEBRUARY, 2002	PHYSICIA	AN PROVIDER S	CHEDU	JLE	Eye/	Dental/EN I /Dei	<u>rm</u>
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14  AM Levins Eye Bock Ent HVF Eye G. Kong Den  PM HVF Eye	15 AM Makarewycz ENT Levins Ref. Eye Bazar Derm PM Abrams Eye Bazar Derm Leong CHDP Dent	16 AM Kelly C. Kong PM CHDP	Ent Den Den	PM J.McNamara Re	Derm	18 AM Levins HVF G. Kong PM HVF	Eye Eye Dent Eye
MANT IT LITTLE RING	22  AM Makarewycz ENT Levins Ref. Eye Bazar Derm  PM Abrams Eye Bazar Derm Leong CHDP Dent	23 AM Kelly C. Kong  PM CHDP Buckley	ENT Den Den Eye	24 AM Ellison J. McNamara PM Leong	Ent Eye Den	25 AM HVF Woo PM HVF B. McNamara	Eye Den Eye Eye
28 AM Levins Eye Bock Ent HVF Eye	29 AM Makarewycz ENT Levins Ref. Eye Bazar Derm PM Abrams Eye	30 AM Kelly C. Kong	Ent Den Den		Eye Ent Derm CHDP		
PM HVF Eye	Bazar Derm Leong CHDP Dent			PM J. McNamara Berman	Eye Derm		

Nursing Station A FEBRUARY, 2002

## SPECIALTY CLINICS PHYSICIAN PROVIDER SCHEDULE

GU/Ortho/Uro/NeuSurg/Pod/Plastic

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
JANUARY	1	2 AM Bolaños Orth Freeman Po PM Baumann Vasc Sur	d	4 AM Hessl GU Zingaro PI Surg
7 AM Caro GU Metkus Surg PM Nguyen ER/FU Wong Surg	8 AM Bruce Ortho PM Jegge Surg	9 AM Finnesey Orth Freeman Po PM Baumann Sur	d Greenwald N. Surg.	11 AM Caro GU Freeman Pod Zingaro PI Surg
14 AM Caro GU Wong Surg  PM Wong Surg Bolaños ER/FU	15 AM Linquist Ortho PM Jegge Surg	16 AM Bolaños Orth Freeman Po PM Baumann Vasc Sur	DM Raggs Surg	18 AM Hessl GU Zingaro Pl Surg Freeman Pod
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28 AM Caro GU Wong Surg	29 AM Linquist Ortho	30 AM Bolaños Orth Freeman Po		
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#### Attachment C

#### MASMC Billing Obligations

#### Obligation of physicians

#### OUTPATIENT

Submission to County of a complete, accurate and timely encounter forms where:

#### Complete means:

- both procedure and diagnosis codes present on form in CPT and ICD9 format
- physician signature, date and title is present on form
- Referral Authorization Form (RAF) is completed by physician when required by MediCal or HPSM regulations

#### Accurate means:

- E & M CPT codes must be consistent with level of care
- Other procedures codes must be consistent with diagnosis
- Procedures must be consistent with Medicare and MediCal guidelines for medical necessity
- All physician services must be supported by documentation in patient chart

#### Timely means:

 Submission of encounter forms to County within three calendar days from date of service

The County will provide physician encounter forms appropriate to specialties covered under this agreement

The County will provide, at time of service, encounter forms will be embossed or

Patient Number Financial Class

County will attach a RAF with the encounter form where appropriate

**INPATIENT** (includes Same Day Surgery and Observation)

Submission to County of complete, accurate and timely charge slips and additional documentation needed for billing:

#### Complete means:

- Charge slips are to include
  - Date of Service
  - Appropriate CPT code
  - Physician signature and title
  - Patient name
  - Medical Record number

#### Timely means:

 Physician charge slips are submitted to the County within three calendar days of date of service

#### Additional documentation means:

- Discharge summary is completed in the time and manner specified in the Medical Staff Bylaws
- Operative notes are complete in the time and manner specified in the Medical Staff Bylaws
- History and Physical is complete in patient chart

#### **AUTOMATICALLY GENERATED CHARGES**

County will supply MASMC a print-out of charges that are automatically generated along with a technical charge component for the following services:

Radiology Respiratory Therapy EEG EKG Pathology

