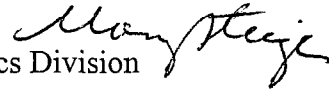


COUNTY OF SAN MATEO
Departmental Correspondence

DATE: March 15, 2002
HEARING DATE March 26, 2002

TO: Honorable Board of Supervisors
FROM: Nancy J. Steiger, CEO, Director, Hospital and Clinics Division
SUBJECT: Agreement with James Meier, M.D.



RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an agreement with James Meier, M.D.

Background

James Meier provides Obstetrical/Gynecological (OB/GYN) services including the management and supervision of those services. Dr. James Meier has provided services since February 1970. For the past four years, Dr. James Meier has provided these services as a subcontractor to the Medical Associates of San Mateo County (MASMC).

Discussion

As of March 31, 2002, the San Mateo County Health Center no longer contracts with MASMC for OB/GYN services. This is a short-term Memorandum of Agreement to give the Director of Hospital and Clinics time to negotiate a mutually agreeable long-term agreement for OB/GYN services. Dr. Meier will continue to provide the same level of services as in the previous MASMC agreement.

OB/GYN services are provided under the general direction of the Director of Hospital and Clinics. Monitoring and evaluation of the quality of services provided by contractor are accomplished through peer review by the Quality Assurance Committee and the Executive of the medical staff.

Honorable Board of Supervisors
MOA/James Meier, M.D.
Page 2

Vision Alignment

This Memorandum of Agreement (MOA) keeps the commitment to Ensure Basic Health and Safety for All and goal number 5: Provide residents access to healthcare and preventive care. The MOA contributes to this commitment and goal by continuing to provide OB/GYN services to county patients.

Term and Fiscal Impact

The term of the agreement is for three months from April 1, 2002 through June 30, 2002 with the possibility of a one-month extension. This agreement pays Dr. James Meier and his participating physicians a monthly rate of \$182,798 with a maximum amount not to exceed \$731,192. The total amount is equal to what was paid to MASMC for OB/GYN services. Funding for 2001-02 is included in the approved budget for hospital and clinics

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH JAMES MEIER, M.D.

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 James Meier, M.D., shall provide OB/GYN services; and

WHEREAS, if the 30 day extension is required this Board hereby authorizes the Director of Hospital and Clinics to execute said extension; 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 Request for Proposals process is waived, and 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 authorizes the Director of the Hospital and Clinics to enter into an extension if needed and the Clerk of this Board shall attest the President's signature thereto.

SAN MATEO COUNTY

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("MOA") is a short-term agreement between the physician ("Physician") named below and the County of San Mateo ("County") pursuant to which, Physician provides professional and related administrative services to the County and to County patients and County compensates Physician. It is the parties intent that this MOA remain in effect only on a transitional basis while a "Professional Services Agreement" is developed by the County, reviewed by Physician, and then executed.

1. **Term and Termination.** The term of this MOA shall commence on April 1, 2002, and ends June 30, 2002, provided that the County may, by written notice to Physician, extend the term for one (1) additional month (to July 31, 2002). Either party may terminate this MOA by written notice to the other, if the other party (or any participating physician) breaches a material term or condition of this MOA. In addition, this MOA automatically terminates if Physician is disbarred from Medicare or Medi-Cal or ceases to maintain the licensure, medical staff privileges, and insurance required under this MOA (or if Physician permits a participating physician to provide services hereunder after the occurrence of such an event in respect to the participating physician).
2. **Agreement Being Developed.** It is the intent of Physician and County to enter into a Professional Services Agreement to replace this MOA. However, this MOA does not obligate Physician or the County to enter into any such agreement and either party retains the right not to enter into any further agreements with each other.
3. **Duties.** Physician (as an individual or through the participating physicians named in Attachment A) shall:
 - (a) Provide professional services within Physician's scope of practice at such locations and times set forth in Attachment A; plus (as applicable) provide procedures, surgeries, and rounds to Physician's hospitalized patients and other inpatients requiring Physician's services, coverage to the Hospital's ER Department, specialty consults, and provide on-call availability.
 - (b) As applicable to Physician's professional services: (i) participate in a clinic/hospital department rotation schedule with other physicians in same area of practice; and (ii) arrange for and provide replacement services and back-up coverage, in the event Physician (or a participating physician) is unavailable.
 - (b) Provide all customary administrative services including maintenance of charts and medical records, preparation of required reports, accurate and timely completion of billing information and encounter forms, and if requested by County, serve as a Hospital department director and/or on medical staff committees.

4. **Compensation.** As payment in full for all professional and administrative services provided by Physician (and each of Physician's participating physicians), the County shall pay to Physician the compensation set forth in Attachment B.
5. **Professional Standards.** At all times during the term of this MOA, Physician (and each other participating physician) shall:
 - (a) Maintain an unrestricted license to practice medicine in California; a DEA number, and be entitled to participate in the Medicare and Medi-Cal Programs.
 - (b) Maintain active medical staff privileges, appropriate to physician's clinical practice, at San Mateo General Hospital ("Hospital") and comply with all applicable medical staff and other rules of Hospital.
 - (c) Provide professional services in accord with the prevailing standards for his/her specialty in the organized medical community of San Mateo County, California.
6. **Legal Standards and JCAHO.** At all times during the term of this MOA, Physician (and each other participating physician) shall comply with the federal and state regulatory requirements and JCAHO requirements set forth in Attachment C and the applicable rules of the Medicare and Medi-Cal Programs.
7. **Billing and Billing Information.** The County shall be solely entitled to receive all payments from patients, third party payors, and federal and state health programs for the services of Physician and each participating physician to County patients hereunder. Physician shall accurately and timely provide to County all billing information and encounter information to County to enable County to bill for such services (which may be billed as appropriate under the name and provider number of Physician and each participating physician). All resulting collections in the name of Physician or a participating physician for services under this MOA shall be irrevocably assigned to the County upon receipt. Neither Physician nor any participating physician shall themselves bill for services provided under this MOA. Physician shall also comply with all the billing requirements as set forth in Attachment D.
8. **Participating Physicians.**
 - (a) In the event a participating physician ceases to meet the professional, legal, and JCAHO standards of this MOA, the County may direct that Physician not utilize such participating physician to provide services hereunder. Physician may substitute or add additional participating physicians who have been first approved by County.
 - (b) Physician is solely responsible to compensate each participating physician (and any other employee or contractor of Physician) for any services provided under this MOA. Physician is solely responsible for any benefits and employer taxes owed in respect to any such participating physician or other employee or contractor of Physician and shall hold County harmless therefrom.

9. **Insurance.** Physician and each participating physician shall: (i) at all times during the term of this MOA maintain professional liability insurance of no less than \$1 Million per claim/\$3 Million aggregate; and, (ii) automobile liability insurance in accord with County requirements. Following the term of this MOA, the professional liability insurance shall be continued in full force and effect or replaced by commercially appropriate tail insurance or substitute insurance with waiver of prior acts exclusions.
10. **Non-discrimination.** Physician shall comply with the non-discrimination requirements described in Attachment E, which is attached hereto, and incorporated herein.

Physician shall comply with the Facility admission and treatment policies which 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 Physician to penalties, to be determined by the County Manager, including, but not limited to:

- (a) termination of this Agreement;
- (b) disqualification of Physician from bidding or being awarded a County contract for a period of up to three (3) years;
- (c) liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- (d) 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:

- (a) Examine Physician's employment records with respect to compliance with this paragraph;
- (b) Set of all or any portion of the amount described in this paragraph against amount due to Physician and Facility.

Physician 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 Physician that such charges are dismissed or otherwise unfounded. Such notifications shall include the

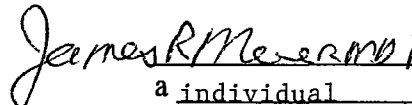
With respect to the provisions of employee benefits, Physician shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between employee with a domestic partner and an employee with a spouse.

11. **Notices.** Physician shall promptly notify the County in writing in the event that (in respect to either Physician or any participating physician): (i) any insurance required hereunder is cancelled or not renewed; (ii) Physician or any participating physician is debarred from Medicare or Medi-Cal or opts out of Medicare; (iii) is injured while performing services under this MOA; (iv) is served with any lawsuit or notified of any malpractice claim by any County patient; (v) is notified of any investigation by CMS, OIG, the California Medical Board, or any other licensing authority or government health care program; (vi) his/her medical license is suspended, restricted, or revoked; (vii) has medical staff privileges at any hospital revoked, suspended, or significantly restricted; (viii) there occurs any other event which is reasonably likely to limit or prevent Physician or any participating physician from providing all services contemplated by this MOA.

12. **Miscellaneous.** The County and Physician are independent contractors and nothing herein is intended to create any relationship of employer and employee (between County and Physician or County and any participating physician). This MOA may be amended only in writing signed by both parties, provided that the County may amend this MOA to add any provisions required by government regulators or by law. In the event of any ambiguities in this MOA, this MOA shall be interpreted according to its fair intent.

WHEREFORE, the County and Physician have entered into this MOA:

County of San Mateo, a political
Subdivision of the State of
California

 [Physician],
a individual (individual, or
prof. corp. or partnership)

Jerry Hill, President
Board of Supervisors

James Meier, MD

[Type Name]

Date: _____, 2002

Date: March 15, 2002

Notice Address: 222 W 39th Ave

San Mateo, CA 94403

ATTACHMENT A

PHYSICIAN SERVICES

1. Services to be Provided:

- a. Provide OB/GYN services in the Division of OB/GYN including inpatient, outpatient, and emergency care.
- b. Participate in such scheduled coverage of service as is mutually arranged and agreed upon by members of the Department of Surgery under the supervision of the Chief of Surgery. Contractor is to maintain the same level of service as provided in the previous agreement.

Contractor shall develop a schedule for "On Call", and/or "Emergency Call" status during all other times on Monday through Friday and for twenty-four (24) hours each Saturday, Sunday, or holiday. "On Call" and "Emergency Call" are defined as being available by telephone or pager to the hospital medical staff, nursing supervisor, and administrator on-call as needed. In addition, Contractor must adhere to the guidelines of the San Mateo County Trauma System by being immediately available by phone and must make every reasonable effort to be present at the hospital at the time of the patient's arrival.

It is expressly understood that Contractor and subcontractors for OB/GYN services, are subject to these conditions, that all will accept equal scheduling for "On Call" status and that each will be responsible for his/her portion of "On Call" time. All physicians who take calls for orthopedics must have San Mateo County General Hospital privileges.

- c. Scheduled surgery hours shall be Monday through Friday, 0730 through 1500 hours. Add-on cases during the afternoon, nights, and weekends should be truly emergent. Any elective add-on cases need prior administrative approval.
- d. 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.

- e. Contractor shall fulfill those requirements for 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.
- e. 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.
- f. 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.

2. Participating Physicians

John Anderson, M.D.
Caroline Bowker, M.D.
Bonnie Fleming, M.D.
Kathryn Matthews, M.D.
Scott Osterling, M.D.
Jagdip Powar, M.D.

ATTACHMENT B

COMPENSATION

Total payment for services under this agreement shall not exceed SEVEN HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED NINETY-TWO DOLLARS (\$731,192).

1. Amount/Rate of Compensation:

Contractor shall be paid a flat monthly payment of \$182,798. The amount to each participating physician shall be determined monthly by contractor.

2. Additional Compensation Provisions (if any):

- (a) Without limiting any right or remedy of the County, in the event that Physician fails to provide, because of disability or other unavailability, a portion of the services required of Physician by this MOA, the County may equitably pro-rate the compensation payable hereunder.
- (b) If this MOA terminates in the middle of a payment time period, the County shall pro-rate the compensation payable for such payment period.
- (c) Any County obligation set forth above to compensate Physician on a fee for service basis is contingent upon Physician submitting clean, uncontested claims in such form and with such information as reasonably required by County.
- (d) The County retains the right to audit payments, correct for any errors, and offset any overpayments by offsets against compensation payable to Physician (as a non-limiting remedy).

ATTACHMENT C

LEGAL AND REGULATORY PROVISIONS

Physician and each participating physician shall comply with:

1. Confidentiality. All applicable federal and state laws pertaining to the confidentiality of medical information and the prohibiting the disclosure of names of patients who receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 et seq. and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder. With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Physician or a participating physician, such physician: (i) will not use any such information for any purpose other than carrying out the express terms of this MOA; (ii) will promptly transmit to DHS, the County, and the Health Plan of San Mateo (HPSM) all requests for disclosure of such information; and, (iii) will not disclose except as otherwise specifically permitted by the County, any such information to any party other than DHS and the HPSM, without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et. seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder, or as ordered by a court or tribunal of competent jurisdiction and (iv) will, at the expiration or termination of this MOA, return all such information to DHS, County, and HPSM or maintain such information according to written procedures sent to the County, by DHS or HPSM for this purpose.
2. Referral of Patients. All federal and state laws and regulations prohibiting or limiting the referral of patients to providers in respect to whom Physician or participating physician has a financial relationship
3. Billing Compliance. With the provisions of the County's or Hospital's [fraud and abuse] compliance program and in good faith seek to ensure that all services provided by Physician and by participating physicians are accurately documented and coded, and only for medically necessary services provided.
4. JCAHO. Within thirty days of the commencement of this MOA (if any participating physician is newly providing services to County) and on an annual basis, complete the Hospital's employee orientation. In addition, Physician and each participating physician shall cooperate with and provide information pursuant to the Hospital's/County's quality assurance program.
5. Freedom of Communication. Physician and each participating physician shall without restriction provide medical advice that such physician determines to be in the best medical interests of the patient. All information about treatment options, including the option of no treatment, must be provided to patients in a culturally competent manner.
6. No Balance Billing/Surcharges. Physician nor any participating physician shall not balance bill or surcharge any patient or any person responsible for a patient for services provided under this MOA. As provided in the MOA, nor shall Physician or any participating physician bill any amount whatsoever for services provided under this MOA.
7. Credentialing. Upon County's request, Physician and each participating physician shall provide to County customary credentialing information and authorizations.
8. Records. Physician and each participating physician shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records. Without limiting the foregoing, Physician shall maintain such records and provide such information to County, and to CMS, OIG, the U.S. Comptroller, the Department of health Services, and to all other government officials as may be necessary for compliance by County and its Hospital with all applicable provisions of all state and federal laws governing the County and Hospital. Upon request, the County, Hospital, and Government Officials shall have access to, and copies of, at reasonable times at the Physician's place of business (or such other mutually agreeable location in California), the medical records, books,

charts, and papers relating to the Physician's provision of health care services to County patients, the cost of such services, and payments received by Physician from such patients (or from others on their behalf) and, to the financial condition of Physician. Such records described herein shall be maintained at least seven (7) years from the end of the term of this MOA (or in respect to a particular record or group of records, a longer time period when CMS or other Government Officials request such longer record retention and Physician is notified of such request and in no event for a shorter period than as may be required by the Knox-Keene Act and the regulations promulgated thereunder]. All records of Physician shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained during any governmental audit or investigation.

9. Neither Physician nor any participating physician shall use any portion of the Hospital or any other County facility for any purpose other than the provision of services under this MOA.
10. Neither Physician nor any participating physician shall discriminate against any County patient on any basis prohibited by law, including race, sex, national origin, age, nor whether the patient has executed an advance directive.
11. As applicable to the services hereunder, Physician and participating physicians shall comply with the provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, The Rehabilitation Act of 1973 and Americans with Disabilities Act and all other laws applicable to recipients of federal funds, and all other applicable laws, regulations and rules.

ATTACHMENT D – Billing Requirements

All Contractors shall be obligated to comply with the following billing provisions:

A. OUTPATIENT

Contractor shall submit to Facility complete, accurate and timely encounter forms here:

“Complete” shall mean:

- All procedure and diagnosis codes shall be present on form in CPT and ICD9 format
- Contractor signature, date and title is present on form
- Referral Authorization Form (RAD) is completed by Contractor as required by Medi-Cal or HPSM regulations

“Accurate” shall mean:

- 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 Medi-Cal guidelines for medical necessity
- All Contractor services must be supported by documentation in patient Chart

“Timely” shall mean:

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

The Facility will provide physician encounter forms appropriate to specialties covered under this agreement. The Facility will also provide, at time service, encounter forms will be embossed or have a sticker applied with the following information:

- Medical Record Number
- Patient Name
- Date of birth
- Date of Service
- Patient Number
- Financial Class

Facility will attach a RAF with encounter form where appropriate.

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

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

“Complete” shall mean Charge slips shall include:

- Date of Service
- Appropriate CPT code
- Physician signature and title
- Patient name
- Medical Record number

“Timely” shall mean:

- Contractor charge slips are submitted to the Facility within three calendar days of date of service

“Additional documentation” shall mean:

- 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
- Short Stay/Admission completed with CPT for all surgeries

ATTACHMENT E

Contract between County of San Mateo and James Meier, M.D., 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

HEALTH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: March 14, 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: James Meier, M.D.

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: 0

DUTIES (SPECIFIC): Contractor shall provide obstetrical/gynecological services including the management and supervision of those services.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability:	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability:	\$ 1m/3m	<input checked="" type="checkbox"/>	_____	_____
Worker's Compensation:	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS:

Priscilla Morse
SIGNATURE