

**HEALTH PLAN OF SAN MATEO  
PROFESSIONAL SERVICES AGREEMENT  
WITH THE COUNTY OF SAN MATEO  
FOR ASSISTING IN THE DIVERSION OF  
INPATIENT DAYS AND OUTPATIENT SERVICES  
FROM NON-CONTRACTING PROVIDERS**

THIS AGREEMENT, entered into this 1<sup>st</sup> day of February 2002, by and between the San Mateo Health Commission, an independent public agency established by the San Mateo County Board of Supervisors pursuant to Welfare and Institutions Code Section 14087.51, hereinafter called "PLAN" and the County of San Mateo, hereinafter called "COUNTY".

WHEREAS, San Mateo County Ordinance Code Section 2380 authorizes PLAN to arrange for the provision of health care services to qualifying individuals who lack sufficient annual income to meet the cost of health care; and

WHEREAS, PLAN believes the provision of these services is in the best interest of its members.

NOW, THEREFORE, IT IS AGREED BETWEEN PLAN AND COUNTY AS FOLLOWS:

1. Definitions

- a. "Director" means the Executive Director of PLAN or that officer's authorized representative.
- b. "Contract Year" is a twelve (12) month period beginning the effective date of this Agreement.
- c. "Department" means the Department of Health Services, State of California.

2. Exhibits

The following exhibits are attached hereto and incorporated by this reference herein:

- |     |   |                                       |
|-----|---|---------------------------------------|
| "A" | - | Services                              |
| "B" | - | Method of payment and amounts thereof |
| "C" | - | Evaluation                            |

3. Compliance

All services to be performed by COUNTY pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County and municipal laws, ordinances, regulations, and all rules, policies, and procedures of PLAN.

4. Non-Discrimination

- a. No person shall, on the basis of race, color, national origin, ancestry, sex, pregnancy, childbirth or related medical condition, sexual orientation, marital status, religious creed, physical disability, including with limitation acquired immune deficiency syndrome or AIDS complex, medical condition, age, political affiliation or political activity, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- b. COUNTY shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees of COUNTY under this contract. COUNTY's personnel policies shall be made available to PLAN upon request.

5. 504 Compliance

Section 504 of the Rehabilitation Act of 1973 as amended requires all benefits, aids and services be made available to handicapped persons on an equivalent with those received by non-handicapped persons. COUNTY shall agree to be in compliance with Section 504 requirements by (1) signing the letter of Assurance, (Attachment I), attached and incorporated herein, or (2) by developing a plan for compliance to be submitted to the Director as soon as possible, but no later than ninety (90) days after execution of this Agreement.

6. Right to Monitor and Audit

- a. Reporting and record keeping: COUNTY shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the PLAN.

- b. COUNTY agrees to provide to PLAN, to any Federal or State department having monitoring or review authority, to PLAN's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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, appropriateness and timeliness of services performed.
- c. COUNTY shall maintain and preserve all records relating to this Agreement in its possession and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement.

7. Payments to COUNTY

- a. In consideration for performance of services described in Exhibit "A", attached and incorporated herein, for the contract year of this Agreement, PLAN shall pay to COUNTY a total amount not to exceed one million dollars (\$1,000,000.00).
- b. Payments to COUNTY shall be made as described in Exhibit "B", attached and incorporated herein.
- c. In no event shall the payments made to COUNTY under this Agreement exceed one million dollars (\$1,000,000.00).

8. Effective Period and Right of Termination

- a. This Agreement shall commence February 1, 2002, and shall continue in full force and effect through January 31, 2003, subject to the provisions of this Section, Section 7, and Section 10.

- b. Upon thirty (30) days' prior notice to the other party, either party may terminate this Agreement. Any funds not expended or obligated by COUNTY on the termination date of this Agreement shall be remitted to PLAN within forty-five (45) days of the termination date. Any funds owed to COUNTY shall be paid by PLAN within forty-five (45) days of receipt of a final invoice from COUNTY after the termination date.
- c. Should COUNTY fail to perform any covenant contained herein, PLAN may immediately terminate this Agreement. Termination shall be effective ten (10) days after the mailing, return receipt requested, of notice thereof. Thereafter, PLAN may complete the provision of this Agreement in any manner it deems proper. In the event of such termination, the cost of completion of this Agreement shall be deducted from any monies not yet paid COUNTY, and COUNTY shall immediately remit to PLAN all unexpended funds previously received hereunder.

9. Confidentiality and Access to Records

- a. The COUNTY agrees that the use, acquisition, retention, and disposal of confidential information shall be protected from unauthorized disclosure as required by the PLAN including disclosure of information about the Plan in cooperation with law enforcement agencies in the performance of their legal duties and to the extent required by law. COUNTY shall complete a Declaration of Confidentiality (Attachment II) to assure compliance with confidentiality requirements.
- b. The COUNTY agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of the subcontract, available for inspection, examination or copying:
  - 1) By the Department of HHS.
  - 2) At all reasonable times at the COUNTY's place of business or at such other mutually agreeable location in California.

- 3) In a form maintained in accordance with the general standards applicable to such book or record keeping.
- 4) For a term of at least five (5) years from the close of the Department's fiscal year in which the grant was in effect.

10. **Other Provisions**

- a. COUNTY agrees to comply with the non-discrimination provisions of Sections 4 and 5.
- b. COUNTY shall not assign or subcontract his or her rights and responsibilities pursuant to this contract to anyone without the written consent of PLAN. Any such assignment or subcontract in violation of this section shall automatically terminate this Agreement.
- c. Approval and consent by the Director will not be unreasonably withheld. Such notice of approval and consent will be deemed continuing unless the COUNTY is otherwise notified by the Director.
- d. Each and every one of the contract provisions of COUNTY shall be binding upon the assignee or sub-grantee. This includes, but is not limited to all liability and insurance requirements.
- e. COUNTY agrees to hold harmless the State and beneficiaries in the event the PLAN cannot or will not pay for services under this contract.

11. **Alterations of Agreement and Merger**

This Agreement is entire and contains all terms and conditions agreed between the parties. No alteration or variation of the terms and conditions 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.

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

PLAN

By: Michael W. Murray  
Executive Director  
San Mateo Health Commission

Date: June 10, 2002

ATTEST:

\_\_\_\_\_ Clerk

By:  
Signature

Jerry Hill, President  
Name - Typed Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

**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) recognizes/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.

\_\_\_\_\_  
Name of 504 Person - Type of Print

\_\_\_\_\_  
Name of Contractor(s) - Type or Print

\_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City State Zipcode

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & 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."

**ATTACHMENT II**

**SAN MATEO HEALTH COMMISSION**

**Letter of Authorization Procedures Release/Access  
of DHS Computer Files for the Medi-Cal Program**

**DECLARATION OF CONFIDENTIALITY**

As a condition of obtaining access to information concerning procedures or other data records utilized/maintained by the Department of Health Services, the San Mateo Health Commission, or the Health Plan of San Mateo, I,

\_\_\_\_\_, agree not to divulge any information obtained in the course of my assignment to unauthorized persons, and I agree not to publish or otherwise make public any information regarding persons receiving Medi-Cal services such that the persons who receive such services are identifiable.

Access to such data shall be limited to Health Commission, Health Commission subcontractors who have signed and filed with the Department of Health Services a Declaration of Confidentiality, State and Federal personnel who require the information in the performance of their duties, and to such other as may be authorized by the Department of Health Services.

I recognize that unauthorized release of confidential information may make me subject to civil and criminal sanctions pursuant to the provisions of the Welfare and Institutions Code Section 14100.2.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



## **EXHIBIT "A"**

### **SERVICES**

Services to be performed under the terms of this Agreement are to include the following:

1. COUNTY shall ensure that its contractor for Obstetrical Services obtains staff privileges at Sequoia Hospital.
2. COUNTY shall demonstrate a change in the referral patterns of HPSM members as medically appropriate so that HPSM members are referred to in-plan contractors before out of plan providers, thereby creating cost savings for HPSM.
3. COUNTY shall develop a report on the feasibility of adding an OB Service at San Mateo County Health Center and/or alternative cost effective approaches for providing OB services at other HPSM contracting facilities.

## **EXHIBIT "B"**

### **PAYMENT TO COUNTY**

Provided COUNTY submits an invoice to PLAN and the reports in Exhibit "C" due prior to the scheduled payment date have been submitted, PLAN shall pay COUNTY in four installments as follows:

- a) \$250,000 by June 1, 2002
- b) \$250,000 by August 1, 2002
- c) \$250,000 by October 1, 2002
- d) \$250,000 by December 31, 2002

## **EXHIBIT "C"**

### **REPORTS**

For the purposes of evaluating the services provided pursuant to this Agreement, COUNTY will provide to PLAN status reports and information regarding the actions taken to achieve the services in Exhibit A by May 31, 2002, July 31, 2002, September 30, 2002 and a final report by December 30, 2002.