

**Professional Services Agreement
Between the County of San Mateo and
James Abrams, MD
For Medical Specialty Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health Center, ("Facility") and **James Abrams, M.D.** ("Contractor").

WITNESSETH:

WHEREAS, Facility operates health care facilities collectively known as the "San Mateo County Health Center."

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described for the San Mateo County Health Center; and

WHEREAS, pursuant to Government Code 31000, Facility may contract with independent contractors for the furnishing of such services to or for the Facility; and

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 - Contractor's Obligations

1.1 Organizational Status

Contractor represents and warrants that it is either (Check One):

- 1.1.1 An individual health care provider duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of Medical Specialty, in the State of California.
- 1.1.2 A partnership, professional services corporation or association duly organized and validly existing under the laws of the State of California and authorized to engage in the profession of medicine in the State of California;
- 1.1.3 Other _____

1.2 Contractor's Representatives

- 1.2.1 The term "Contractor" shall include all Contractor's representatives, employees, shareholders, partners, subcontractors, and agents providing services under this Agreement, i.e. every member of a medical group that contracts with the Facility shall be considered a "Contractor", for purposes of complying with this Agreement.
- 1.2.2 Where contractor represents more than one individual, contractor will designate a "Lead Contractor". This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including, but not limited to, enforcement of this Agreement, in cases where direct discussion with the individual contractor's representative fails to adequately resolve the issue.

1.3 Qualifications

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the Facility's Chief Executive Officer, or designee; said acceptance may be withdrawn immediately for cause by the Facility's Chief Executive Officer, or designee, in his or her reasonable determination that there is a threat to the safety of patients or staff, at any time with written notice to Contractor.
- 1.3.2 Shall at all time keep and maintain a valid license to engage in the practice of medicine in the State of California and Active Medical Staff membership and/or privileges as may be required under the Bylaws of Facility for Contractor's Representatives to provide the services contemplated by this Agreement.
- 1.3.3 Contractor's representatives shall be certified by the AMA/AOA recognized Board in the relevant areas (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations). Exceptions to the requirement of Board Certification are to be made at the discretion of the Hospital Board.
- 1.3.4 Contractor is not currently excluded, debarred or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor has Contractor been convicted of a criminal offense.

1.4 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer, or her designee, with respect to the product or results of Contractor's services shall provide medical services as described in **SCHEDULE A**, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 Payments

1.5.1 **Maximum Amount.** In full consideration of Contractor's performance of the services described in **SCHEDULE A**, the amount that Facility shall be obligated to pay for services rendered under this Agreement shall not exceed that specified in **SCHEDULE B**.

1.5.2 **Rate of Payment.** The rate and terms of payment shall be as specified in **SCHEDULE B**, attached hereto and incorporated herein. Any rate increase not already addressed in Schedule B, is subject to the approval of the Chief Executive Officer, or her designee, and shall not be binding on Facility unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement.

1.5.3 **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to Facility for payment in accordance with the provisions of **SCHEDULE B**. Facility shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to Facility 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. Tracers will be accepted by Facility for 360 days following the date of service and will be paid in accordance with schedule B. Tracers must be clearly identified as Tracers and reflect the original date of billing.

1.6 Substitutes

Contractor shall provide at Contractor's sole cost and expense, a substitute for any Contractor who is unable to provide services required under this Agreement. As a condition of providing services under this Agreement, any such substitute shall first be approved by Facility's Chief Executive Officer, or her designee, and shall otherwise satisfy all qualification requirements applicable to the Contractor, including, but not limited to, being covered under Contractor's insurance or submitting separate insurance issued by a company under such terms and limitations as Facility shall reasonably approve.

If Representative dies or becomes disabled for more than one month, Contractor will make best efforts to provide substitute or replacement. However if Contractor is unsuccessful at recruiting replacement then remaining physicians working under this agreement will not be penalized financially. Remaining physicians under contractor will work with County to come up with alternatives.

1.7 General Duties of Contractor

In addition to the services performed in **SCHEDULE A**, Contractor shall perform the following duties:

- 1.7.1 Administrative and Miscellaneous Duties and Responsibilities Contractor will cooperate with the administration of the medical practice. Such cooperation shall include, but not be limited to, the following: maintaining medical records in a timely fashion (including the appropriate use of dictation, or other technology, as required by Facility), billing, peer review and Facility's compliance programs. Contractor shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of Facility's patients. County recognizes that it has a responsibility to provide Contractor with a dictation system to enable Contractor to perform his responsibilities.
- 1.7.2 Billing and Compliance. Contractor shall prepare such administrative and business records and reports related to the Service in such format and upon such intervals as Facility shall reasonably require. Contractor shall not directly submit a billing or statement of charges to any Facility patient or other entity for services arising from the practice of medicine, nor shall Contractor make any surcharge or give any discount for care provided without the prior written authorization of Facility. The Facility has complete authority to assign patients to various Contractor's, set fees, determine write-offs, and take any other action relating to billing and collection of fees for clinical services. All accounts receivable generated for services rendered by Contractor pursuant to this Agreement are the property of the Facility. Contractor shall participate in all compliance programs adopted by Facility. Contractor shall have the right to review any and all billings for his/her services bearing his/her name or Provider Number. County will provide Contractor with monthly detail and summary reporting as specified in Schedule E. Contractor is required to request the correction of any errors including providing a refund to payors if warranted. Contractor agrees to keep accurate and complete records pursuant to **SCHEDULE C**, incorporated by reference herein.

- 1.7.3 Compliance with Rules and Regulations. Contractor agrees to abide by rules, regulations and guidelines of Facility, as the Facility may from time to time amend, add or delete rules, regulations or guidelines at Facility's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement.
- 1.7.4 Managed Care Contracts. Contractor is obligated to participate in Health Plan of San Mateo contract. Contractor agrees to participate in negotiations in good faith when the County desires to enter into a managed care contract, however, Contractor is not required to enter into a managed care contract that adversely impacts their practice.
- 1.7.5 Requirement of Physician to Notify Facility of any Detrimental Professional Information or Violation of Contract Rules or Policies
During the term of this Agreement, Contractor shall notify Facility immediately, or as soon as is possible thereafter, in the event that:
- (A) Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
 - (B) A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
 - (C) Contractor's privileges at any hospital, health care facility or under any health care plan are denied, suspended, restricted or terminated or under investigation for medical disciplinary cause or reason;
 - (D) Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
 - (E) Contractor's participation as a Medicare or MediCal provider is under investigation or has been terminated.
 - (F) There is a material change in any of the information the Contractor has provided to Facility concerning Contractor's professional qualifications or credentials.
 - (G) Contractor's conviction of a crime.
 - (H) Contractor must also notify the Facility within thirty (30) days of any breach of this Agreement, violation of any of Facility's rule or regulation whether by others or by the Contractor himself/herself,

or if the Contractor is subject to or participant in any form of activity which could be characterized as discrimination or harassment.

1.8 Citizenship Duties of Contractor's

- (A) Contractor will work cooperatively with Facility designees to optimize workflow, appropriate use of scheduling, division of duties, optimal use of clinic staff.
- (B) Contractor will maintain appropriate medical records including the use of dictation or other technology required by Facility.
- (C) Contractor will make all reasonable efforts to schedule the provision of services, including, but not limited to, outpatient, operating room, and procedures, in a manner that complies with the Facility's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances. Contractor will make best efforts to provide 6 weeks notice of absence for non-emergency assigned duties.
- (D) Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in Quality Improvement and Utilization Management efforts.
- (E) Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with Primary Care providers, including, but not limited to, direct contact with individual providers where clinically indicated
- (F) Contractor will make reasonable efforts to comply with Facility request to staff services at satellite, community-based clinics other than San Mateo County General Hospital, provided that total services do not exceed those specified in **SCHEDULE A**. Physician is not required to staff satellite clinic should their private practice be financially or operationally harmed.
- (G) Contractor will restrict his/her practice largely to his/her relevant specialty, and will not engage in substantial provision of medical services outside their relevant specialty, specifically Primary Care, even if qualified by board specialty or hospital privileges to do so. Patients requiring Primary Care services will be referred to the Primary Care Department for care. This requirement will not be construed as to abrogate, or diminish in any degree, the contractor's legal obligations enjoining patient abandonment according to CMA guidelines.

- (H) Facility personnel and contractor will conduct themselves with professionalism at all times, which includes, but is not limited to, courteous and respectful conduct towards, and reasonable cooperation with, all Facility employees.

1.9 Provision of Records For Facility

Contractor shall furnish any and all information, records and other documents related to Contractor's services hereunder which Facility may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by Facility to assess and improve the quality and efficiency of Facility's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.10 Cooperation With Facility In Maintaining Licenses

Contractor shall assist Facility in obtaining and maintaining any and all licenses, permits and other authorization, plus achieving accreditation standards, which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.11 Contractor's Conflict Of Interest

Contractor shall inform County of any other arrangements which may present a professional, stark law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3.3 below.

1.12 Non-Permitted Uses of Facility

Contractor agrees not to use, or permit any of Contractor's Representatives to use, any part of the Facility for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of Facility shall be used at any time as an office for private practice and delivery of care for non-Facility patients.

1.13 No Contract in Facility Name

Contractor shall not have the right or authority to enter into any contract in the name of Facility or otherwise bind Facility in any way without the express written consent of Facility.

Facility shall not have the right or authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

1.14 Regulatory Standards

Contractor and Facility shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Facility and the Service, including, without limitation, those requirements imposed by the Joint Commission on Accreditation of Healthcare Organizations, the Medicare/Medicaid conditions of participation and any amendments thereto.

1.15 Availability of Records For Inspection

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, or accountant-client, or other legal privilege will be deemed to have been waived by Facility, Contractor or any Contractor's Representative by virtue of this Agreement.

1.16 Professional Standards

Contractor shall perform his or her duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of 003021 care for his/her medical profession and specialty.

Section 2 - Change of Circumstances

- 2.1 In the event (i) Medicare, Medicaid, or Medical, or any third party payor or any federal, state or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement, or if (ii) any or all such payors/authorities impose requirements, or (iii) new technology is developed or utilized, which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days' prior written notice. If termination is exercised then existing financial arrangements stay in place until termination.

Section 3 - Term and Termination

3.1 Term

This Agreement shall commence on September 1, 2002, (the "Effective Date") and shall continue for two years (2). Unless sooner terminated, this Agreement shall expire and be of no further force and effect as of the end of business on the 31st day of August, 2004.

3.2 Extension of Term

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 Termination

This Agreement may be terminated for cause, by County or Contractor at any time upon one hundred eighty (180) days written notice to the other party.

3.3.1 Automatic Termination

This Agreement shall be immediately terminated as follows:

- (A) Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;

- (B) Upon Contractor's suspension or exclusion from the Medicare or MediCal Program;
- (C) If the Contractor violates the State Medical Practice Act;
- (D) If the Contractor's professional practice jeopardizes imminently the safety of patients.
- (E) If Contractor is convicted of a crime;
- (F) If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
- (G) Upon revocation cancellation, suspension or limitation of the Contractor's medical staff privileges at the Facility;
- (H) Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- (I) Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- (J) Contractor fails to maintain professional liability insurance required by this Agreement;
- (K) Upon Facility's loss of certification as a Medicare and/or Medi-Cal provider;
- (L) Upon the closure of Facility;

3.3.2 Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, either party has the right to terminate this Agreement at the end of the sixty (60) day period without further notice or demand.

3.3.3 Patient Records Upon Termination and Notice to Patients

All original patient records shall be property of the Facility. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to Facility, subject to Contractor's right to copies of records.

Section 4 - Insurance and Indemnification

4.1 Insurance

- A. Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Chief Executive Officer. Contractor shall furnish the Facility with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual 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 Facility of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of 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.

- B. Workers' Compensation and Employer Liability Insurance. If contractor has employees, Contractor shall have in effect during the entire life of this Agreement, Worker's 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 provision of Section 3700 of the California Labor Code, which requires 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.

C. Professional Liability Insurance.

Such insurance shall include:

- 1) Professional Liability Insurance.....\$ 1,000,000/\$3,000,000

4.2 Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least five (5) years following termination of this Agreement; or, (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

Hold Harmless

It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees, from any and all liability, claims, actions, damages or losses of any kind, including injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and/or and which result from the negligent acts or omissions of the Contractor, its officers and/or employees.

It is further agreed that County shall defend, save harmless, and indemnify the Contractor, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and/or which result from the negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence of the Contractor, its officers and/or employees, and County, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

Section 5 - Miscellaneous Provisions

5.1 Notice Requirements

Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage

prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section 5.1. The respective addresses are:

If to Facility: San Mateo County Health Center

222 W. 39th Avenue

San Mateo, CA 94403

With Copy to: County Counsel's Office
400 County Center
Redwood City, CA 94063.

If to Contractor: James Abrams, M.D.

901 CAMPUS DRIVE #205

DALY CITY, CA 94015

5.2 Entire Agreement

This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understanding, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

5.4 Assignment

Because this is a personal service contract Contractor or Facility may not assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.5 Independent Contractor

Contractor and all Contractor's Representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, partners of, or joint ventures with Facility. Facility does retain responsibility for the performance of Contractor and Contractor's Representatives as and to the extent required by law and the accreditation standards applicable to Facility. Such responsibility, however, is limited to establishing the goals and objectives for the Service and requiring services to be rendered in a competent, efficient and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the manner in which services are provided and insuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.6 Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's Representatives to refer or admit any patients to, or order any goods or services from Facility. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b).

5.7 Alternate Dispute Resolution

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation results in a decision in favor of plaintiff, and the defendant determines that they will not honor the mediator's decision, then the plaintiff has the right to terminate agreement upon 90 days written notice. If mediation is unsuccessful, then the parties may take the dispute to Superior Court in San Mateo County.

5.8 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of Facility and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's Representative.

5.9 Governing Law

This Agreement shall be governed by the laws of the state of California.

5.10 Amendments

All amendments shall be approved by the Chief Executive Officer and legal counsel, the contractor and the Board of Supervisors, if applicable.

5.11 HIPAA

For the purposes of compliance with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Contractor relationship with the Facility may be considered as that of "Business Associate." As used hereunder, the terms "Business Associate", "Protected Health Information", "use" and "disclosure" shall have the meanings ascribed to them in 42 CFR Section 164.101 and 164.501. If Contractor is a "Business Associate", then Sections 5.12.1 through 5.12.9 shall apply:

- 5.11.1 Contractor agrees to conduct its business with Facility in accordance with all applicable laws and regulations, including HIPAA and the regulations promulgated thereunder. Contractor further agrees to comply with all policies and procedures adopted by Facility related to use and disclosure of Protected Health Information.
- 5.11.2 Disclosure by Facility to Contractor of any Protected Health Information will be made for the sole purpose of helping the Facility carry out its healthcare functions and to allow Contractor to complete its obligations pursuant to this Agreement. Protected Health Information will not be disclosed for independent use by Contractor. Contractor represents and warrants that it will use Protected Health Information only to complete its obligations pursuant to this Agreement, and as may otherwise be required by law.
- 5.11.3 Contractor represents and warrants that it will safeguard and protect all Protected Health Information from misuse and/or disclosure, and that upon Contractor's learning of any misuse or improper disclosure of such Protected Health Information, Contractor will take immediate steps to stop such impermissible use or disclosure and to prevent further dissemination and misuse of such Protected Health Information. Contractor further represents and warrants that it will immediately report to Facility any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware.

- 5.11.4 Any breach by Contractor of its obligations under the confidentiality provisions of this contract and/or HIPAA will be grounds for immediate contract termination at the discretion of Facility.
- 5.11.5 Contractor represents and warrants that its agents, including any subcontractor(s), to whom it may provide Protected Health Information, agree to the same restrictions and conditions that apply to Contractor with respect to Protected Health Information. Contractor further agrees that it will incorporate in any and all agreement(s) with subcontractor(s) a provision naming Facility as an intended third party beneficiary with respect to the enforcement of, and right to benefit from, the subcontractor's covenants regarding the use and disclosure of Protected Health Information.
- 5.11.6 Contractor agrees to make available Protected Health Information in accordance with the requirements of CFR § 164.524, 164.526 and 164.528.
- 5.11.7 Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining Facility's compliance with this HIPAA.
- 5.11.8 Contractor agrees that upon termination of this Agreement, Contractor shall return or destroy all Protected Health Information, and Contractor agrees that it will not maintain copies of such Protected Health Information in any form. The provisions of this Agreement regarding uses and disclosures of Protected Health information shall continue beyond termination of this Agreement.
- 5.11.9 Notwithstanding any other provision of this Agreement to the contrary, if any, nothing in this Agreement, or in the parties' course of dealings, shall be construed as conferring any third-party beneficiary status on any person or entity not named a party to this Agreement.

5.12 Non-Discrimination

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

Contractor 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 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 or being awarded a County contract for a period of up to three (3) years:

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

- i. Examine Contractor's employment records maintained on-site on county/not in private practice/keep separate with respect to compliance with this paragraph;

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 notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

5.14 General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to, Title 22 of the California Administrative Code, those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act, and those required by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"). Contractor shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform Hospital of any notice of any incident within its operations, which may affect any license or certification held by Contractor.

5.15 Confidentiality of Patient Information

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal law any patient information. Contractor shall not disclose such information except as permitted by law.

5.16 Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of Patients 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.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to Patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal Patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement (ii) will promptly transmit to DHS and the applicable Medi-Cal plan all request for disclosure of such information; and, (iii) will not disclose except as otherwise specifically permitted by this Agreement, any such information to any part other than DHS and the applicable Med-Cal Plan, without prior written authorization specifying that the information is releasable until 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 Agreement, return all such information to DHS and the applicable Med-Cal Plan or maintain such information according to written procedures sent to Health Plan by DHS and the applicable Medi-Cal Plan for this purpose.

5.17 Disclosure of Records

No practice disclosure/County patients only. Contractor agrees to provide to Facility, to any federal or state department having monitoring or reviewing authority, to Facility'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, appropriateness and timeliness of services performed. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records. Without limiting the

foregoing, Contractor shall maintain such records and provide such information to Hospital, and to Government Officials as may be necessary for compliance by Hospital with all applicable provisions of all state and federal laws governing Hospital. Upon request, Facility and Government Officials shall have access to, and copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, and papers relating to the Contractor's provision of health care services to Patients, the cost of such services, and payments received by the Contractor from County Patients (or from others on their behalf) and, Such records described herein shall be maintained at least four (4) years from the end of the Contract year.

All records of Contractor 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.

IN WITNESS WHEREOF, Facility and Contractor have duly executed this Agreement as of the dates set out beneath their respective signatures.

CONTRACTOR: James Abrams, MD

(signature)

By: 

Title: _____

Date: 8-3-02

FACILITY:

(signature)

By:
Jerry Hill, President
Board of Supervisors, San Mateo County

Attest:

By _____
Clerk of Said Board

Date: _____

SCHEDULE A - Services

In consideration of the payments specified in Exhibit "B," Contractor shall perform such services described below under the general direction of the Director.

1. Provide Professional services in the Division of Ophthalmology, Department of Surgery, including, outpatient, and emergency care.
2. 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 shall develop 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 when on call.
3. 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. Activities shall be credited as clinical work and shall not add to or exceed contracted time. 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.
4. 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
5. Contractor shall 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. Activities shall be credited as clinical work and shall not add to or exceed contracted time.
6. Contractor shall provide specialty services within the time frame and work load specified or contract can be renegotiated by either County or Contractor given 30(thirty) days notification.
7. Contractor shall provide outpatient clinic ophthalmology services on one half-day session every other week, on a schedule to be mutually determined with County and Division of Ophthalmology. A half-day session consists of either a morning or an afternoon session of no more than 4 hours in duration, on average.

8. Contractor shall provide operative services on one half-day block session each month.
9. Contractor will be paid for vacation up to THREE (3) half-day outpatient sessions per year, and ONE (1) operative session per year. This may be taken as FOUR (4) outpatient half-day sessions per year, at the contractor's discretion. Rare personal emergencies that could not be reasonable anticipated, will not be counted toward the above, and contractor will not be otherwise penalized for same.
10. When on call during usual work hours, and no appropriate ophthalmology services are available on campus, contractor shall provide up to FIVE (5) off-campus, urgent/emergent consultations per quarter, at outpatient office location designated by contractor. Urgent-care demand in excess of this amount will be reimbursed at Medicare rates on a fee-for-service basis.
11. In addition, Contractor shall fulfill the administrative duties of Medical Coordinator for the Division of Ophthalmology. As such, contractor shall be responsible, under the general direction of the County's Medical Director, for the organization and coordination of all clinical activities within the Division of Ophthalmology, including, but not limited to, provider scheduling, clinic organization, participating in the hiring and oversight of any optometrist and optometric technician on the main campus, and working with hospital administration to improve quality and utilization of eye care throughout the County health system.
12. The time commitment of Medical Coordinator is understood to vary over time, but is expected, generally, to consist of a minimum of two hours weekly, to a maximum of four hours weekly.
13. Contractor shall be excused from performing said Coordinator duties for up to FIVE weeks yearly.
14. If contractor becomes unable to fulfill the duties of Coordinator specified above, Contractor may notify County of same within 30 days, and be relieved of said duties without voiding the remainder of the contract. In such an event, all other terms will remain in force, and payments will be adjusted, as per Schedule B.

SCHEDULE B – Payments

1. Contractor shall be paid a fixed rate of SEVENTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$77,500) per year, in the first year to be paid in twelve monthly installments. In the second year, the rate will increase to SEVENTY-EIGHT THOUSAND FIVE HUNDRED FIFTY DOLLARS, (\$78,550) per year, also paid in 12 monthly installments. If Contractor becomes unable to fulfill the Medical Coordinator duties as specified in Schedule A, this reimbursement rate will decrease to FIFTY-TWO THOUSAND, FIVE HUNDRED DOLLARS (\$52,500) per year, in the first year to be paid in twelve monthly installments. In the second year, the rate will increase 2% to FIFTY-THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS, (\$53,550) per year, also paid in 12 monthly installments.

2. Additionally, contractor shall be paid, for increases in Operative Room surgical case volume from current baseline volume as the following rate: TWO THOUSAND, FIVE HUNDRED DOLLARS per year (\$2500) if it reaches 2.5 cases per operative half-day session; FIVE THOUSAND DOLLARS per year, (\$5000) if volume reaches three (3) cases per half-day session; SEVEN THOUSAND FIVE HUNDRED DOLLARS per year (\$7500), if volume reaches three and a half cases per half-day session; TEN THOUSAND DOLLARS (\$10,000) per year if Surgical volume reaches four (4) operative cases per half-day session; TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) per year if volume reaches four and one-half cases per session; FIFTEEN THOUSAND DOLLARS (\$15,000) if volume reaches five cases per session.

The above calculation of surgical volume will occur in 6 month intervals, from the date of contract, and payment will occur within 60 days of the end of the relevant 6 month interval. Rates will be calculated by averaging across all surgical sessions of all ophthalmologic surgeons in the division of ophthalmology, not on individual contractor performance.

Total payment for services under this agreement will not exceed ONE HUNDRED EIGHTY-SIX THOUSAND, FIFTY DOLLARS (\$186,050).

SCHEDULE C- Billing Requirements

All Contractor's 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 (RAF) is completed by Contractor as required by MediCal or HPSM regulations. Contractor will not be penalized for payment should Primary Care Physician or appropriate facility staff fail to obtain RAF or provide documentation to support RAF.

"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 MediCal 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 5 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 of 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 five calendar days of date of service. County shall make charge slip drop boxes available in all areas that services may be rendered.

“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 form completed with CPT for all surgeries

SCHEDULE D- Non-Discrimination

Contract between County of San Mateo and **James Abrams, 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 and Facility 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 and Facility 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.

SCHEDULE E

Reporting

County will provide monthly reporting to physicians, beginning no later than 120 days from contract start date (including retrospective data provided from contract start date),

Summary reports will be run based on date of service and will contain the following data elements:

Physician Name
CPT Code
Total count by CPT
Total Charges

Example:

Dr. X	___	# of CPT CODES	CPT Code	Total Charges
-------	-----	----------------	----------	---------------

Monthly Detail: This report is to be run 30 days following the end of the previous month. The detail will include the following information:

Physician Name
Patient Name
Patient Medical Record
Patient Date of Service for each CPT Code
CPT Code
Units of Service
Total Charges

These reports will be provided in electronic and hard copy format and County will make reasonable efforts to format data in the manner desired by Contractor.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: JAMES H. ABRAMS MD
Contact Person: IC
Address: 901. CAMPUS DR. #203
DALY CITY, CA 94015
Phone Number: 650-756-2020 Fax Number: 650-756-2648

II Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 29 day of JULY, 2002 at San Mateo, CA
(City) (State)

James H. Abrams
Signature

OWNER
Title

JAMES H. ABRAMS
Name (Please Print)

Contractor Tax Identification Number

COUNTY OF SAN MATEO

Hospital and Clinics Division

MEMORANDUM

Date: July 17, 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 Abrams, M.D.

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: 0

DUTIES (SPECIFIC): Dr. James Abrams will provide professional ophthalmology services to the patients at San Mateo County Health Center.

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

REMARKS/COMMENTS:


 SIGNATURE



THE POLICY IDENTIFIED BY A POLICY POLICY NUMBER IS IN FORCE ON THE DATE OF THIS CERTIFICATE OF INSURANCE. INSURANCE IS AFFORDED ONLY WITH RESPECT TO THOSE COVERAGES FOR WHICH A SPECIFIC LIMITS OF INSURANCE HAS BEEN ENTERED AND IS SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE THERETO. THIS CERTIFICATE OF INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED UNDER THE POLICY.

INSURED COPY

CERTIFICATE OF INSURANCE

POLICY PERIOD 8/01/2002 TO 8/01/2003

NAMED INSURED AND MAILING ADDRESS

JAMES H ABRAMS MD
901 CAMPUS DR STE 205
DALY CITY CA 94015

POLICY NUMBER: 0000067278
ACCOUNT NUMBER: 0000067278

MEDICAL SPECIALTY: 092
OPHTHALM INCL KERATOREFRA/COSM

RETROACTIVE DATE: 07/24/1980

ADDRESS OF INSURED PREMISES

CA 99999

BROKER

TILIN, LOVELL & BERNSTEIN
1000 BROADWAY, SUITE 289
OAKLAND CA 94607

COVERAGES (CLAIMS MADE)

LIMITS OF INSURANCE

PROFESSIONAL LIABILITY
FOR DIRECT PATIENT TREATMENT

PROFESSIONAL COMMITTEE ACTIVITIES

OFFICE PREMISES LIABILITY

2,000,000 EACH CLAIM
4,000,000 AGGREGATE PER POLICY PERIOD

The American Healthcare Indemnity Company does not undertake any obligation to advise any party, other than the named insured, of any changes in or termination of insurance coverage.

By AMERICAN HEALTHCARE INDEMNITY COMPANY

DATE ISSUED: 07/30/2002

Handwritten signature of Ahmad P. Zuh

President

SIE-30C/S (Rev 10/98)

**Professional Services Agreement
Between the County of San Mateo and
Daniel Buckley, MD
For Medical Specialty Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health Center, ("Facility") and **Daniel Buckley, M.D.** ("Contractor").

WITNESSETH:

WHEREAS, Facility operates health care facilities collectively known as the "San Mateo County Health Center."

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described for the San Mateo County Health Center; and

WHEREAS, pursuant to Government Code 31000, Facility may contract with independent contractors for the furnishing of such services to or for the Facility; and

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 - Contractor's Obligations

1.1 Organizational Status

Contractor represents and warrants that it is either (Check One):

- 1.1.1 An individual health care provider duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of Medical Specialty, in the State of California.
- 1.1.2 A partnership, professional services corporation or association duly organized and validly existing under the laws of the State of California and authorized to engage in the profession of medicine in the State of California;
- 1.1.3 Other _____

1.2 Contractor's Representatives

- 1.2.1 The term "Contractor" shall include all Contractor's representatives, employees, shareholders, partners, subcontractors, and agents providing services under this Agreement, i.e. every member of a medical group that contracts with the Facility shall be considered a "Contractor", for purposes of complying with this Agreement.
- 1.2.2 Where contractor represents more than one individual, contractor will designate a "Lead Contractor". This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including, but not limited to, enforcement of this Agreement, in cases where direct discussion with the individual contractor's representative fails to adequately resolve the issue.

1.3 Qualifications

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the Facility's Chief Executive Officer, or designee; said acceptance may be withdrawn immediately for cause by the Facility's Chief Executive Officer, or designee, in his or her reasonable determination that there is a threat to the safety of patients or staff, at any time with written notice to Contractor.
- 1.3.2 Shall at all time keep and maintain a valid license to engage in the practice of medicine in the State of California and Active Medical Staff membership and/or privileges as may be required under the Bylaws of Facility for Contractor's Representatives to provide the services contemplated by this Agreement.
- 1.3.3 Contractor's representatives shall be certified by the AMA/AOA recognized Board in the relevant areas (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations). Exceptions to the requirement of Board Certification are to be made at the discretion of the Hospital Board.
- 1.3.4 Contractor is not currently excluded, debarred or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor has Contractor been convicted of a criminal offense.

1.4 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer, or her designee, with respect to the product or results of Contractor's services shall provide medical services as described in **SCHEDULE A**, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 Payments

1.5.1 Maximum Amount. In full consideration of Contractor's performance of the services described in **SCHEDULE A**, the amount that Facility shall be obligated to pay for services rendered under this Agreement shall not exceed that specified in **SCHEDULE B**.

1.5.2 Rate of Payment. The rate and terms of payment shall be as specified in **SCHEDULE B**, attached hereto and incorporated herein. Any rate increase not already addressed in Schedule B, is subject to the approval of the Chief Executive Officer, or her designee, and shall not be binding on Facility unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement.

1.5.3 Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to Facility for payment in accordance with the provisions of **SCHEDULE B**. Facility shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to Facility 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. Tracers will be accepted by Facility for 360 days following the date of service and will be paid in accordance with schedule B. Tracers must be clearly identified as Tracers and reflect the original date of billing.

1.6 Substitutes

Contractor shall provide at Contractor's sole cost and expense, a substitute for any Contractor who is unable to provide services required under this Agreement. As a condition of providing services under this Agreement, any such substitute shall first be approved by Facility's Chief Executive Officer, or her designee, and shall otherwise satisfy all qualification requirements applicable to the Contractor, including, but not limited to, being covered under Contractor's insurance or submitting separate insurance issued by a company under such terms and limitations as Facility shall reasonably approve.

If Representative dies or becomes disabled for more than one month, Contractor will make best efforts to provide substitute or replacement. However if Contractor is unsuccessful at recruiting replacement then remaining physicians working under this agreement will not be penalized financially. Remaining physicians under contractor will work with County to come up with alternatives.

1.7 General Duties of Contractor

In addition to the services performed in **SCHEDULE A**, Contractor shall perform the following duties:

- 1.7.1 Administrative and Miscellaneous Duties and Responsibilities Contractor will cooperate with the administration of the medical practice. Such cooperation shall include, but not be limited to, the following: maintaining medical records in a timely fashion (including the appropriate use of dictation, or other technology, as required by Facility), billing, peer review and Facility's compliance programs. Contractor shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of Facility's patients. County recognizes that it has a responsibility to provide Contractor with a dictation system to enable Contractor to perform his responsibilities.
- 1.7.2 Billing and Compliance. Contractor shall prepare such administrative and business records and reports related to the Service in such format and upon such intervals as Facility shall reasonably require. Contractor shall not directly submit a billing or statement of charges to any Facility patient or other entity for services arising from the practice of medicine, nor shall Contractor make any surcharge or give any discount for care provided without the prior written authorization of Facility. The Facility has complete authority to assign patients to various Contractor's, set fees, determine write-offs, and take any other action relating to billing and collection of fees for clinical services. All accounts receivable generated for services rendered by Contractor pursuant to this Agreement are the property of the Facility. Contractor shall participate in all compliance programs adopted by Facility. Contractor shall have the right to review any and all billings for his/her services bearing his/her name or Provider Number. County will provide Contractor with monthly detail and summary reporting as specified in Schedule E. Contractor is required to request the correction of any errors including providing a refund to payors if warranted. Contractor agrees to keep accurate and complete records pursuant to **SCHEDULE C**, incorporated by reference herein.

- 1.7.3 Compliance with Rules and Regulations. Contractor agrees to abide by rules, regulations and guidelines of Facility, as the Facility may from time to time amend, add or delete rules, regulations or guidelines at Facility's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement.
- 1.7.4 Managed Care Contracts. Contractor is obligated to participate in Health Plan of San Mateo contract. Contractor agrees to participate in negotiations in good faith when the County desires to enter into a managed care contract, however, Contractor is not required to enter into a managed care contract that adversely impacts their practice.
- 1.7.5 Requirement of Physician to Notify Facility of any Detrimental Professional Information or Violation of Contract Rules or Policies
During the term of this Agreement, Contractor shall notify Facility immediately, or as soon as is possible thereafter, in the event that:
- (A) Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
 - (B) A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
 - (C) Contractor's privileges at any hospital, health care facility or under any health care plan are denied, suspended, restricted or terminated or under investigation for medical disciplinary cause or reason;
 - (D) Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
 - (E) Contractor's participation as a Medicare or MediCal provider is under investigation or has been terminated.
 - (F) There is a material change in any of the information the Contractor has provided to Facility concerning Contractor's professional qualifications or credentials.
 - (G) Contractor's conviction of a crime.
 - (H) Contractor must also notify the Facility within thirty (30) days of any breach of this Agreement, violation of any of Facility's rule or regulation whether by others or by the Contractor himself/herself,

or if the Contractor is subject to or participant in any form of activity which could be characterized as discrimination or harassment.

1.8 Citizenship Duties of Contractor's

- (A) Contractor will work cooperatively with Facility designees to optimize workflow, appropriate use of scheduling, division of duties, optimal use of clinic staff.
- (B) Contractor will maintain appropriate medical records including the use of dictation or other technology required by Facility.
- (C) Contractor will make all reasonable efforts to schedule the provision of services, including, but not limited to, outpatient, operating room, and procedures, in a manner that complies with the Facility's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances. Contractor will make best efforts to provide 6 weeks notice of absence for non-emergency assigned duties.
- (D) Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in Quality Improvement and Utilization Management efforts.
- (E) Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with Primary Care providers, including, but not limited to, direct contact with individual providers where clinically indicated
- (F) Contractor will make reasonable efforts to comply with Facility request to staff services at satellite, community-based clinics other than San Mateo County General Hospital, provided that total services do not exceed those specified in **SCHEDULE A**. Physician is not required to staff satellite clinic should their private practice be financially or operationally harmed.
- (G) Contractor will restrict his/her practice largely to his/her relevant specialty, and will not engage in substantial provision of medical services outside their relevant specialty, specifically Primary Care, even if qualified by board specialty or hospital privileges to do so. Patients requiring Primary Care services will be referred to the Primary Care Department for care. This requirement will not be construed as to abrogate, or diminish in any degree, the contractor's legal obligations enjoining patient abandonment according to CMA guidelines.

- (H) Facility personnel and contractor will conduct themselves with professionalism at all times, which includes, but is not limited to, courteous and respectful conduct towards, and reasonable cooperation with, all Facility employees.

1.9 Provision of Records For Facility

Contractor shall furnish any and all information, records and other documents related to Contractor's services hereunder which Facility may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by Facility to assess and improve the quality and efficiency of Facility's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.10 Cooperation With Facility In Maintaining Licenses

Contractor shall assist Facility in obtaining and maintaining any and all licenses, permits and other authorization, plus achieving accreditation standards, which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.11 Contractor's Conflict Of Interest

Contractor shall inform County of any other arrangements which may present a professional, stark law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3.3 below.

1.12 Non-Permitted Uses of Facility

Contractor agrees not to use, or permit any of Contractor's Representatives to use, any part of the Facility for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of Facility shall be used at any time as an office for private practice and delivery of care for non-Facility patients.

1.13 No Contract in Facility Name

Contractor shall not have the right or authority to enter into any contract in the name of Facility or otherwise bind Facility in any way without the express written consent of Facility.

Facility shall not have the right or authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

1.14 Regulatory Standards

Contractor and Facility shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Facility and the Service, including, without limitation, those requirements imposed by the Joint Commission on Accreditation of Healthcare Organizations, the Medicare/Medicaid conditions of participation and any amendments thereto.

1.15 Availability of Records For Inspection

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, or accountant-client, or other legal privilege will be deemed to have been waived by Facility, Contractor or any Contractor's Representative by virtue of this Agreement.

1.16 Professional Standards

Contractor shall perform his or her duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of 003021 care for his/her medical profession and specialty.

Section 2 - Change of Circumstances

- 2.1 In the event (i) Medicare, Medicaid, or Medical, or any third party payor or any federal, state or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement, or if (ii) any or all such payors/authorities impose requirements, or (iii) new technology is developed or utilized, which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days= prior written notice. If termination is exercised then existing financial arrangements stay in place until termination.

Section 3 - Term and Termination

3.1 Term

This Agreement shall commence on September 1, 2002, and shall continue for two years (2). Unless sooner terminated, this Agreement shall expire and be of no further force and effect as of the end of business on the 31st day of August, 2004.

3.2 Extension of Term

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 Termination

This Agreement may be terminated for cause, by County or Contractor at any time upon one hundred eighty (180) days= written notice to the other party.

3.3.1 Automatic Termination

This Agreement shall be immediately terminated as follows:

- (A) Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;

- (B) Upon Contractor's suspension or exclusion from the Medicare or MediCal Program;
- (C) If the Contractor violates the State Medical Practice Act;
- (D) If the Contractor's professional practice jeopardizes imminently the safety of patients.
- (E) If Contractor is convicted of a crime;
- (F) If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
- (G) Upon revocation cancellation, suspension or limitation of the Contractor's medical staff privileges at the Facility;
- (H) Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- (I) Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- (J) Contractor fails to maintain professional liability insurance required by this Agreement;
- (K) Upon Facility's loss of certification as a Medicare and/or Medi-Cal provider;
- (L) Upon the closure of Facility;

3.3.2 Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, either party has the right to terminate this Agreement at the end of the sixty (60) day period without further notice or demand.

3.3.3 Patient Records Upon Termination and Notice to Patients

All original patient records shall be property of the Facility. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to Facility, subject to Contractor's right to copies of records.

Section 4 - Insurance and Indemnification

4.1 Insurance

- A. Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Chief Executive Officer. Contractor shall furnish the Facility with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual 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 Facility of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of 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.

- B. Workers' Compensation and Employer Liability Insurance. If contractor has employees, Contractor shall have in effect during the entire life of this Agreement, Worker's 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 provision of Section 3700 of the California Labor Code, which requires 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.

C. Professional Liability Insurance.

Such insurance shall include:

- 1) Professional Liability Insurance.....\$ 1,000,000/\$3,000,000

4.2 Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations; Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least five (5) years following termination of this Agreement; or, (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

Hold Harmless

It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees, from any and all liability, claims, actions, damages or losses of any kind, including injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and/or and which result from the negligent acts or omissions of the Contractor, its officers and/or employees.

It is further agreed that County shall defend, save harmless, and indemnify the Contractor, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and/or which result from the negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence of the Contractor, its officers and/or employees, and County, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

Section 5 - Miscellaneous Provisions

5.1 Notice Requirements

Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage

prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section 5.1. The respective addresses are:

If to Facility: San Mateo County Health Center

222 W. 39th Avenue

San Mateo, CA 94403

With Copy to: County Counsel's Office
400 County Center
Redwood City, CA 94063.

If to Contractor: Daniel Buckley, M.D.

5.2 Entire Agreement

This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understanding, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

5.4 Assignment

Because this is a personal service contract Contractor or Facility may not assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.5 Independent Contractor

Contractor and all Contractor's Representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, partners of, or joint ventures with Facility. Facility does retain responsibility for the performance of Contractor and Contractor's Representatives as and to the extent required by law and the accreditation standards applicable to Facility. Such responsibility, however, is limited to establishing the goals and objectives for the Service and requiring services to be rendered in a competent, efficient and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the manner in which services are provided and insuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.6 Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's Representatives to refer or admit any patients to, or order any goods or services from Facility. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b).

5.7 Alternate Dispute Resolution

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation results in a decision in favor of plaintiff, and the defendant determines that they will not honor the mediator's decision, then the plaintiff has the right to terminate agreement upon 90 days written notice. If mediation is unsuccessful, then the parties may take the dispute to Superior Court in San Mateo County.

5.8 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of Facility and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's Representative.

5.9 Governing Law

This Agreement shall be governed by the laws of the state of California.

5.10 Amendments

All amendments shall be approved by the Chief Executive Officer and legal counsel, the contractor and the Board of Supervisors, if applicable.

5.11 HIPAA

For the purposes of compliance with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Contractor relationship with the Facility may be considered as that of "Business Associate." As used hereunder, the terms "Business Associate", "Protected Health Information", "use" and "disclosure" shall have the meanings ascribed to them in 42 CFR Section 164.101 and 164.501. If Contractor is a "Business Associate", then Sections 5.12.1 through 5.12.9 shall apply:

- 5.11.1 Contractor agrees to conduct its business with Facility in accordance with all applicable laws and regulations, including HIPAA and the regulations promulgated thereunder. Contractor further agrees to comply with all policies and procedures adopted by Facility related to use and disclosure of Protected Health Information.
- 5.11.2 Disclosure by Facility to Contractor of any Protected Health Information will be made for the sole purpose of helping the Facility carry out its healthcare functions and to allow Contractor to complete its obligations pursuant to this Agreement. Protected Health Information will not be disclosed for independent use by Contractor. Contractor represents and warrants that it will use Protected Health Information only to complete its obligations pursuant to this Agreement, and as may otherwise be required by law.
- 5.11.3 Contractor represents and warrants that it will safeguard and protect all Protected Health Information from misuse and/or disclosure, and that upon Contractor's learning of any misuse or improper disclosure of such Protected Health Information, Contractor will take immediate steps to stop such impermissible use or disclosure and to prevent further dissemination and misuse of such Protected Health Information. Contractor further represents and warrants that it will immediately report to Facility any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware.

- 5.11.4 Any breach by Contractor of its obligations under the confidentiality provisions of this contract and/or HIPAA will be grounds for immediate contract termination at the discretion of Facility.
- 5.11.5 Contractor represents and warrants that its agents, including any subcontractor(s), to whom it may provide Protected Health Information, agree to the same restrictions and conditions that apply to Contractor with respect to Protected Health Information. Contractor further agrees that it will incorporate in any and all agreement(s) with subcontractor(s) a provision naming Facility as an intended third party beneficiary with respect to the enforcement of, and right to benefit from, the subcontractor's covenants regarding the use and disclosure of Protected Health Information.
- 5.11.6 Contractor agrees to make available Protected Health Information in accordance with the requirements of CFR § 164.524, 164.526 and 164.528.
- 5.11.7 Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining Facility's compliance with this HIPAA.
- 5.11.8 Contractor agrees that upon termination of this Agreement, Contractor shall return or destroy all Protected Health Information, and Contractor agrees that it will not maintain copies of such Protected Health Information in any form. The provisions of this Agreement regarding uses and disclosures of Protected Health information shall continue beyond termination of this Agreement.
- 5.11.9 Notwithstanding any other provision of this Agreement to the contrary, if any, nothing in this Agreement, or in the parties' course of dealings, shall be construed as conferring any third-party beneficiary status on any person or entity not named a party to this Agreement.

5.12 Non-Discrimination

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

Contractor 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 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 or being awarded a County contract for a period of up to three (3) years:

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

- i. Examine Contractor's employment records maintained on-site on county/not in private practice/keep separate with respect to compliance with this paragraph;

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 notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

5.14 General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to, Title 22 of the California Administrative Code, those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act, and those required by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"). Contractor shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform Hospital of any notice of any incident within its operations, which may affect any license or certification held by Contractor.

5.15 Confidentiality of Patient Information

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal law any patient information. Contractor shall not disclose such information except as permitted by law.

5.16 Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of Patients 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.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to Patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal Patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement (ii) will promptly transmit to DHS and the applicable Medi-Cal plan all request for disclosure of such information; and, (iii) will not disclose except as otherwise specifically permitted by this Agreement, any such information to any part other than DHS and the applicable Med-Cal Plan, without prior written authorization specifying that the information is releasable until 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 Agreement, return all such information to DHS and the applicable Med-Cal Plan or maintain such information according to written procedures sent to Health Plan by DHS and the applicable Medi-Cal Plan for this purpose.

5.17 Disclosure of Records

No practice disclosure/County patients only. Contractor agrees to provide to Facility, to any federal or state department having monitoring or reviewing authority, to Facility'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, appropriateness and timeliness of services performed. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records. Without limiting the

foregoing, Contractor shall maintain such records and provide such information to Hospital, and to Government Officials as may be necessary for compliance by Hospital with all applicable provisions of all state and federal laws governing Hospital. Upon request, Facility and Government Officials shall have access to, and copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, and papers relating to the Contractor's provision of health care services to Patients, the cost of such services, and payments received by the Contractor from County Patients (or from others on their behalf) and, Such records described herein shall be maintained at least four (4) years from the end of the Contract year.

All records of Contractor 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.

IN WITNESS WHEREOF, Facility and Contractor have duly executed this Agreement as of the dates set out beneath their respective signatures.

CONTRACTOR: Daniel Buckley, MD

(signature)

By: Daniel J. Buckley MD

Title: MD

Date: 7-27-02

FACILITY:

(signature)

By: Jerry Hill, President
Board of Supervisors, San Mateo County

Attest:

By _____
Clerk of Said Board

Date: _____

SCHEDULE A - Services

In consideration of the payments specified in Exhibit "B," Contractor shall perform such services described below under the general direction of the Director.

1. Provide Professional services in the Division of Ophthalmology, Department of Surgery, including, outpatient, and emergency care.
2. 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 shall develop 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 when on call.
3. 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. Activities shall be credited as clinical work and shall not add to or exceed contracted time. 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.
4. 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
5. Contractor shall 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. Activities shall be credited as clinical work and shall not add to or exceed contracted time.
6. Contractor shall provide specialty services within the time frame and work load specified or contract can be renegotiated by either County or Contractor given 30(thirty) days notification.
7. Contractor shall provide outpatient clinic ophthalmology services on one half-day session every other week, on a schedule to be mutually determined with County and Division of Ophthalmology. A half-day session consists of either a morning or an afternoon session of no more than 4 hours in duration, on average.

8. Contractor shall provide operative services on one half-day block session each month.
9. Contractor will be paid for vacation up to THREE (3) half-day outpatient sessions per year, and ONE (1) operative session per year. This may be taken as FOUR (4) outpatient half-day sessions per year, at the contractor's discretion. Rare personal emergencies that could not be reasonable anticipated, will not be counted toward the above, and contractor will not be otherwise penalized for same.
10. When on call during usual work hours, and no appropriate ophthalmology services are available on campus, contractor shall provide up to FIVE (5) off-campus, urgent/emergent consultations per quarter, at outpatient office location designated by contractor. Urgent-care demand in excess of this amount will be reimbursed at Medicare rates on a fee-for-service basis.

SCHEDULE B – Payments

1. Contractor shall be paid a fixed rate of FIFTY-TWO THOUSAND, FIVE HUNDRED DOLLARS (\$52,500) per year, in the first year, to be paid in twelve monthly installments. In the second year, the rate will increase 2% to FIFTY-THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS, (\$53,550) per year, also paid in 12 monthly installments.
2. Additionally, contractor shall be paid, for increases in Operative Room surgical case volume from current baseline volume as the following rate: TWO THOUSAND, FIVE HUNDRED DOLLARS per year (\$2500) if it reaches two and one half (2.5) cases per operative half-day session; FIVE THOUSAND DOLLARS per year, (\$5000) if volume reaches three (3) cases per half-day session; SEVEN THOUSAND FIVE HUNDRED DOLLARS per year (\$7500), if volume reaches three and a half (3.5) per half-day session; TEN THOUSAND DOLLARS (\$10,000) per year if Surgical volume reaches four (4) operative cases per half-day session; TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) per year if volume reaches four and one-half (4.5) cases per session; FIFTEEN THOUSAND DOLLARS (\$15,000) if volume reaches five (5) cases per session.

The above calculation of surgical volume will occur in 6 month intervals, from the date of contract, and payment will occur within 60 days of the end of the relevant 6 month interval. Rates will be calculated by averaging across all surgical sessions of all ophthalmologic surgeons in the division of ophthalmology, not on individual contractor performance.

Total payment for services under this agreement will not exceed ONE HUNDRED THIRTY-SIX THOUSAND, FIFTY DOLLARS (\$136,050).

SCHEDULE C- Billing Requirements

All Contractor's 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 (RAF) is completed by Contractor as required by MediCal or HPSM regulations. Contractor will not be penalized for payment should Primary Care Physician or appropriate facility staff fail to obtain RAF or provide documentation to support RAF.

"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 MediCal 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 5 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 of 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 five calendar days of date of service. County shall make charge slip drop boxes available in all areas that services may be rendered.

“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 form completed with CPT for all surgeries

SCHEDULE D- Non-Discrimination

Contract between County of San Mateo and **Daniel Buckley, 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 and Facility 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 and Facility 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.

SCHEDULE E

Reporting

County will provide monthly reporting to physicians, beginning no later than 120 days from contract start date (including retrospective data provided from contract start date),

Summary reports will be run based on date of service and will contain the following data elements:

Physician Name
CPT Code
Total count by CPT
Total Charges

Example:

Dr. X	___	# of CPT CODES	CPT Code	Total Charges
-------	-----	----------------	----------	---------------

Monthly Detail: This report is to be run 30 days following the end of the previous month. The detail will include the following information:

Physician Name
Patient Name
Patient Medical Record
Patient Date of Service for each CPT Code
CPT Code
Units of Service
Total Charges

These reports will be provided in electronic and hard copy format and County will make reasonable efforts to format data in the manner desired by Contractor.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: DANIEL J. BUCKLEY, MD
Contact Person: SAME
Address: 1800 SULLIVAN AVE #40
DALY CITY CA 94015
Phone Number: 650 991-9007 Fax Number: 650 991-0882

II Employees

Does the Contractor have any employees? [X] Yes ___ No
Does the Contractor provide benefits to spouses of employees? ___ Yes [X] No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on ___ (date) and expires on ___ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 27 day of JULY, 2002 at SAN FRANCISCO, CA
(City) (State)

Daniel J. Buckley, MD Signature DANIEL J. BUCKLEY, MD Name (Please Print)
MD Title Contractor Tax Identification Number

COUNTY OF SAN MATEO

Hospital and Clinics Division

MEMORANDUM

Date: July 17, 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: Daniel Buckley, M.D.

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: 0

DUTIES (SPECIFIC): Dr. Daniel Buckley will provide professional ophthalmology services to the patients at San Mateo County Health Center.

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

REMARKS/COMMENTS:


 SIGNATURE

Medical Insurance Exchange California

HOME OFFICE: OAKLAND, CALIFORNIA

RENEWAL DECLARATIONS

and Mailing Address of Named Insured
 MICHAEL J. BUCKLEY, M.D.
 1800 SULLIVAN AVE., STE 410
 DALY CITY, CA 94015

Policy No. DR02-01996I
 Date FEBRUARY 04, 2002

- 2. Named Insured is **INDIVIDUAL DOCTOR**
- 3A. The Retroactive Date is **JULY 07, 1989**
- 3B. The Original Effective Date is **JULY 07, 1989**
- 4. Policy Period - Policy Effective from **FEBRUARY 01, 2002 TO FEBRUARY 01, 2003**
- 5. Limits of Liability as defined in the general conditions of the policy.

PART I - COVERAGE FOR HEALTH CARE SERVICES TO PATIENTS AND AS A CONSULTANT	
PART IIA - COVERAGE FOR PEER REVIEW LIABILITIES	
\$1,000,000 EACH CLAIM	\$3,000,000 ANNUAL AGGREGATE
PART IIB - DEFENSE COVERAGE FOR SPECIFIED PRACTICE RISKS - \$25,000 TOTAL LIMIT	
PART III - COVERAGE FOR PROFESSIONAL PREMISES	PART III(S) - LIMITED NON-OWNED AUTOMOBILE LIABILITY
EACH CLAIM / ANNUAL AGGREGATE	EACH CLAIM / ANNUAL AGGREGATE
BODILY INJURY: \$1,000,000 / \$3,000,000	BODILY INJURY: \$100,000 / \$100,000
PROPERTY DAMAGE: \$100,000 / \$100,000	PROPERTY DAMAGE: \$25,000 / \$25,000
PART IV - OPTIONAL DEFENSE COVERAGE FOR MISCELLANEOUS BUSINESS LIABILITY	EACH CLAIM / ANNUAL AGGREGATE NOT INCLUDED

COVERAGE AS PROVIDED IN REVISED 2/2000 POLICY AND APPLICABLE ENDORSEMENTS
 EMPLOYED OFFICE NURSES AND MEDICAL ASSISTANTS INCLUDED - NO ADDITIONAL PREMIUM

6. COVERAGE CLASSIFICATIONS

DOCTOR CLASS 06 - 4400 / OPHTHALMOLOGY	\$7,580.00
MODIFY EXCLUSION 13.E., REFRACTIVE KERATOPLASTY -AS PER ENDORSEMENT 02-01D P.R.K.	
TOTAL PART I / PART II PREMIUM	\$7,580.00
PART III - COVERAGE FOR PROFESSIONAL PREMISES - LOCATIONS: 1800 SULLIVAN AVENUE, SUITE 410 DALY CITY, CA	
TOTAL POLICY PREMIUM	\$7,580.00

CIGA SURCHARGE \$0.00

The insurance afforded is only with respect to such coverages as are indicated above, subject to the limits of liability shown herein and subject to the description of such coverages and to all other provisions of the policy designated above.

Authorized Signature

By *[Handwritten Signature]*

**Professional Services Agreement
Between the County of San Mateo and
Barry McNamara, MD
For Medical Specialty Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health Center, ("Facility") and **Barry McNamara, M.D.** ("Contractor").

WITNESSETH:

WHEREAS, Facility operates health care facilities collectively known as the "San Mateo County Health Center."

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described for the San Mateo County Health Center; and

WHEREAS, pursuant to Government Code 31000, Facility may contract with independent contractors for the furnishing of such services to or for the Facility; and

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 - Contractor's Obligations

1.1 Organizational Status

Contractor represents and warrants that it is either (Check One):

- 1.1.1 An individual health care provider duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of Medical Specialty, in the State of California.
- 1.1.2 A partnership, professional services corporation or association duly organized and validly existing under the laws of the State of California and authorized to engage in the profession of medicine in the State of California;
- 1.1.3 Other _____

1.2 Contractor's Representatives

- 1.2.1 The term "Contractor" shall include all Contractor's representatives, employees, shareholders, partners, subcontractors, and agents providing services under this Agreement, i.e. every member of a medical group that contracts with the Facility shall be considered a "Contractor", for purposes of complying with this Agreement.
- 1.2.2 Where contractor represents more than one individual, contractor will designate a "Lead Contractor". This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including, but not limited to, enforcement of this Agreement, in cases where direct discussion with the individual contractor's representative fails to adequately resolve the issue.

1.3 Qualifications

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the Facility's Chief Executive Officer, or designee; said acceptance may be withdrawn immediately for cause by the Facility's Chief Executive Officer, or designee, in his or her reasonable determination that there is a threat to the safety of patients or staff, at any time with written notice to Contractor.
- 1.3.2 Shall at all time keep and maintain a valid license to engage in the practice of medicine in the State of California and Active Medical Staff membership and/or privileges as may be required under the Bylaws of Facility for Contractor's Representatives to provide the services contemplated by this Agreement.
- 1.3.3 Contractor's representatives shall be certified by the AMA/AOA recognized Board in the relevant areas (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations). Exceptions to the requirement of Board Certification are to be made at the discretion of the Hospital Board.
- 1.3.4 Contractor is not currently excluded, debarred or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor has Contractor been convicted of a criminal offense.

1.4 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer, or her designee, with respect to the product or results of Contractor's services shall provide medical services as described in **SCHEDULE A**, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 Payments

1.5.1 Maximum Amount. In full consideration of Contractor's performance of the services described in **SCHEDULE A**, the amount that Facility shall be obligated to pay for services rendered under this Agreement shall not exceed that specified in **SCHEDULE B**.

1.5.2 Rate of Payment. The rate and terms of payment shall be as specified in **SCHEDULE B**, attached hereto and incorporated herein. Any rate increase not already addressed in Schedule B, is subject to the approval of the Chief Executive Officer, or her designee, and shall not be binding on Facility unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement.

1.5.3 Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to Facility for payment in accordance with the provisions of **SCHEDULE B**. Facility shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to Facility 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. Tracers will be accepted by Facility for 360 days following the date of service and will be paid in accordance with schedule B. Tracers must be clearly identified as Tracers and reflect the original date of billing.

1.6 Substitutes

Contractor shall provide at Contractor's sole cost and expense, a substitute for any Contractor who is unable to provide services required under this Agreement. As a condition of providing services under this Agreement, any such substitute shall first be approved by Facility's Chief Executive Officer, or her designee, and shall otherwise satisfy all qualification requirements applicable to the Contractor, including, but not limited to, being covered under Contractor's insurance or submitting separate insurance issued by a company under such terms and limitations as Facility shall reasonably approve.

If Representative dies or becomes disabled for more than one month, Contractor will make best efforts to provide substitute or replacement. However if Contractor is unsuccessful at recruiting replacement then remaining physicians working under this agreement will not be penalized financially. Remaining physicians under contractor will work with County to come up with alternatives.

1.7 General Duties of Contractor

In addition to the services performed in **SCHEDULE A**, Contractor shall perform the following duties:

1.7.1 Administrative and Miscellaneous Duties and Responsibilities Contractor will cooperate with the administration of the medical practice. Such cooperation shall include, but not be limited to, the following: maintaining medical records in a timely fashion (including the appropriate use of dictation, or other technology, as required by Facility), billing, peer review and Facility's compliance programs. Contractor shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of Facility's patients. County recognizes that it has a responsibility to provide Contractor with a dictation system to enable Contractor to perform his responsibilities.

1.7.2 Billing and Compliance. Contractor shall prepare such administrative and business records and reports related to the Service in such format and upon such intervals as Facility shall reasonably require. Contractor shall not directly submit a billing or statement of charges to any Facility patient or other entity for services arising from the practice of medicine, nor shall Contractor make any surcharge or give any discount for care provided without the prior written authorization of Facility. The Facility has complete authority to assign patients to various Contractor's, set fees, determine write-offs, and take any other action relating to billing and collection of fees for clinical services. All accounts receivable generated for services rendered by Contractor pursuant to this Agreement are the property of the Facility. Contractor shall participate in all compliance programs adopted by Facility. Contractor shall have the right to review any and all billings for his/her services bearing his/her name or Provider Number. County will provide Contractor with monthly detail and summary reporting as specified in Schedule E. Contractor is required to request the correction of any errors including providing a refund to payors if warranted. Contractor agrees to keep accurate and complete records pursuant to **SCHEDULE C**, incorporated by reference herein.

- 1.7.3 Compliance with Rules and Regulations. Contractor agrees to abide by rules, regulations and guidelines of Facility, as the Facility may from time to time amend, add or delete rules, regulations or guidelines at Facility's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement.
- 1.7.4 Managed Care Contracts. Contractor is obligated to participate in Health Plan of San Mateo contract. Contractor agrees to participate in negotiations in good faith when the County desires to enter into a managed care contract, however, Contractor is not required to enter into a managed care contract that adversely impacts their practice.
- 1.7.5 Requirement of Physician to Notify Facility of any Detrimental Professional Information or Violation of Contract Rules or Policies
During the term of this Agreement, Contractor shall notify Facility immediately, or as soon as is possible thereafter, in the event that:
- (A) Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
 - (B) A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
 - (C) Contractor's privileges at any hospital, health care facility or under any health care plan are denied, suspended, restricted or terminated or under investigation for medical disciplinary cause or reason;
 - (D) Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
 - (E) Contractor's participation as a Medicare or MediCal provider is under investigation or has been terminated.
 - (F) There is a material change in any of the information the Contractor has provided to Facility concerning Contractor's professional qualifications or credentials.
 - (G) Contractor's conviction of a crime.
 - (H) Contractor must also notify the Facility within thirty (30) days of any breach of this Agreement, violation of any of Facility's rule or regulation whether by others or by the Contractor himself/herself,

or if the Contractor is subject to or participant in any form of activity which could be characterized as discrimination or harassment.

1.8 Citizenship Duties of Contractor's

- (A) Contractor will work cooperatively with Facility designees to optimize workflow, appropriate use of scheduling, division of duties, optimal use of clinic staff.
- (B) Contractor will maintain appropriate medical records including the use of dictation or other technology required by Facility.
- (C) Contractor will make all reasonable efforts to schedule the provision of services, including, but not limited to, outpatient, operating room, and procedures, in a manner that complies with the Facility's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances. Contractor will make best efforts to provide 6 weeks notice of absence for non-emergency assigned duties.
- (D) Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in Quality Improvement and Utilization Management efforts.
- (E) Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with Primary Care providers, including, but not limited to, direct contact with individual providers where clinically indicated
- (F) Contractor will make reasonable efforts to comply with Facility request to staff services at satellite, community-based clinics other than San Mateo County General Hospital, provided that total services do not exceed those specified in **SCHEDULE A**. Physician is not required to staff satellite clinic should their private practice be financially or operationally harmed.
- (G) Contractor will restrict his/her practice largely to his/her relevant specialty, and will not engage in substantial provision of medical services outside their relevant specialty, specifically Primary Care, even if qualified by board specialty or hospital privileges to do so. Patients requiring Primary Care services will be referred to the Primary Care Department for care. This requirement will not be construed as to abrogate, or diminish in any degree, the contractor's legal obligations enjoining patient abandonment according to CMA guidelines.

- (H) Facility personnel and contractor will conduct themselves with professionalism at all times, which includes, but is not limited to, courteous and respectful conduct towards, and reasonable cooperation with, all Facility employees.

1.9 Provision of Records For Facility

Contractor shall furnish any and all information, records and other documents related to Contractor's services hereunder which Facility may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by Facility to assess and improve the quality and efficiency of Facility's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.10 Cooperation With Facility In Maintaining Licenses

Contractor shall assist Facility in obtaining and maintaining any and all licenses, permits and other authorization, plus achieving accreditation standards, which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.11 Contractor's Conflict Of Interest

Contractor shall inform County of any other arrangements which may present a professional, stark law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3.3 below.

1.12 Non-Permitted Uses of Facility

Contractor agrees not to use, or permit any of Contractor's Representatives to use, any part of the Facility for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of Facility shall be used at any time as an office for private practice and delivery of care for non-Facility patients.

1.13 No Contract in Facility Name

Contractor shall not have the right or authority to enter into any contract in the name of Facility or otherwise bind Facility in any way without the express written consent of Facility.

Facility shall not have the right or authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

1.14 Regulatory Standards

Contractor and Facility shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Facility and the Service, including, without limitation, those requirements imposed by the Joint Commission on Accreditation of Healthcare Organizations, the Medicare/Medicaid conditions of participation and any amendments thereto.

1.15 Availability of Records For Inspection

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, or accountant-client, or other legal privilege will be deemed to have been waived by Facility, Contractor or any Contractor's Representative by virtue of this Agreement.

1.16 Professional Standards

Contractor shall perform his or her duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of 003021 care for his/her medical profession and specialty.

Section 2 - Change of Circumstances

- 2.1 In the event (i) Medicare, Medicaid, or Medical, or any third party payor or any federal, state or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement, or if (ii) any or all such payors/authorities impose requirements, or (iii) new technology is developed or utilized, which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days= prior written notice. If termination is exercised then existing financial arrangements stay in place until termination.

Section 3 - Term and Termination

3.1 Term

This Agreement shall commence on September 1, 2002, and shall continue for two years (2). Unless sooner terminated, this Agreement shall expire and be of no further force and effect as of the end of business on the 31st day of August, 2004.

3.2 Extension of Term

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 Termination

This Agreement may be terminated for cause, by County or Contractor at any time upon one hundred eighty (180) days= written notice to the other party.

3.3.1 Automatic Termination

This Agreement shall be immediately terminated as follows:

- (A) Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;

- (B) Upon Contractor's suspension or exclusion from the Medicare or MediCal Program;
- (C) If the Contractor violates the State Medical Practice Act;
- (D) If the Contractor's professional practice jeopardizes imminently the safety of patients.
- (E) If Contractor is convicted of a crime;
- (F) If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
- (G) Upon revocation cancellation, suspension or limitation of the Contractor's medical staff privileges at the Facility;
- (H) Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- (I) Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- (J) Contractor fails to maintain professional liability insurance required by this Agreement;
- (K) Upon Facility's loss of certification as a Medicare and/or Medi-Cal provider;
- (L) Upon the closure of Facility;

3.3.2 Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, either party has the right to terminate this Agreement at the end of the sixty (60) day period without further notice or demand.

3.3.3 Patient Records Upon Termination and Notice to Patients

All original patient records shall be property of the Facility. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to Facility, subject to Contractor's right to copies of records.

Section 4 - Insurance and Indemnification

4.1 Insurance

- A. Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Chief Executive Officer. Contractor shall furnish the Facility with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual 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 Facility of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of 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.

- B. Workers' Compensation and Employer Liability Insurance. If contractor has employees, Contractor shall have in effect during the entire life of this Agreement, Worker's 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 provision of Section 3700 of the California Labor Code, which requires 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.

C. Professional Liability Insurance.

Such insurance shall include:

- 1) Professional Liability Insurance.....\$ 1,000,000/\$3,000,000

4.2 Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least five (5) years following termination of this Agreement; or, (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

Hold Harmless

It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees, from any and all liability, claims, actions, damages or losses of any kind, including injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and/or and which result from the negligent acts or omissions of the Contractor, its officers and/or employees.

It is further agreed that County shall defend, save harmless, and indemnify the Contractor, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and/or which result from the negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence of the Contractor, its officers and/or employees, and County, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

Section 5 - Miscellaneous Provisions

5.1 Notice Requirements

Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage

prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section 5.1. The respective addresses are:

If to Facility: San Mateo County Health Center

222 W. 39th Avenue

San Mateo, CA 94403

With Copy to: County Counsel's Office
400 County Center
Redwood City, CA 94063.

If to Contractor: Barry McNamara, M.D.

5.2 Entire Agreement

This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understanding, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

5.4 Assignment

Because this is a personal service contract Contractor or Facility may not assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.5 Independent Contractor

Contractor and all Contractor's Representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, partners of, or joint ventures with Facility. Facility does retain responsibility for the performance of Contractor and Contractor's Representatives as and to the extent required by law and the accreditation standards applicable to Facility. Such responsibility, however, is limited to establishing the goals and objectives for the Service and requiring services to be rendered in a competent, efficient and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the manner in which services are provided and insuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.6 Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's Representatives to refer or admit any patients to, or order any goods or services from Facility. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b).

5.7 Alternate Dispute Resolution

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation results in a decision in favor of plaintiff, and the defendant determines that they will not honor the mediator's decision, then the plaintiff has the right to terminate agreement upon 90 days written notice. If mediation is unsuccessful, then the parties may take the dispute to Superior Court in San Mateo County.

5.8 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of Facility and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's Representative.

- 5.11.4 Any breach by Contractor of its obligations under the confidentiality provisions of this contract and/or HIPAA will be grounds for immediate contract termination at the discretion of Facility.
- 5.11.5 Contractor represents and warrants that its agents, including any subcontractor(s), to whom it may provide Protected Health Information, agree to the same restrictions and conditions that apply to Contractor with respect to Protected Health Information. Contractor further agrees that it will incorporate in any and all agreement(s) with subcontractor(s) a provision naming Facility as an intended third party beneficiary with respect to the enforcement of, and right to benefit from, the subcontractor's covenants regarding the use and disclosure of Protected Health Information.
- 5.11.6 Contractor agrees to make available Protected Health Information in accordance with the requirements of CFR § 164.524, 164.526 and 164.528.
- 5.11.7 Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining Facility's compliance with this HIPAA.
- 5.11.8 Contractor agrees that upon termination of this Agreement, Contractor shall return or destroy all Protected Health Information, and Contractor agrees that it will not maintain copies of such Protected Health Information in any form. The provisions of this Agreement regarding uses and disclosures of Protected Health information shall continue beyond termination of this Agreement.
- 5.11.9 Notwithstanding any other provision of this Agreement to the contrary, if any, nothing in this Agreement, or in the parties' course of dealings, shall be construed as conferring any third-party beneficiary status on any person or entity not named a party to this Agreement.

5.12 Non-Discrimination

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

Contractor 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 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 or being awarded a County contract for a period of up to three (3) years:

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

- i. Examine Contractor's employment records maintained on-site on county/not in private practice/keep separate with respect to compliance with this paragraph;

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 notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

5.14 General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to, Title 22 of the California Administrative Code, those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act, and those required by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"). Contractor shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform Hospital of any notice of any incident within its operations, which may affect any license or certification held by Contractor.

5.15 Confidentiality of Patient Information

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal law any patient information. Contractor shall not disclose such information except as permitted by law.

5.16 Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of Patients 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.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to Patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal Patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement (ii) will promptly transmit to DHS and the applicable Medi-Cal plan all request for disclosure of such information; and, (iii) will not disclose except as otherwise specifically permitted by this Agreement, any such information to any part other than DHS and the applicable Med-Cal Plan, without prior written authorization specifying that the information is releasable until 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 Agreement, return all such information to DHS and the applicable Med-Cal Plan or maintain such information according to written procedures sent to Health Plan by DHS and the applicable Medi-Cal Plan for this purpose.

5.17 Disclosure of Records

No practice disclosure/County patients only. Contractor agrees to provide to Facility, to any federal or state department having monitoring or reviewing authority, to Facility'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, appropriateness and timeliness of services performed. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records. Without limiting the

foregoing, Contractor shall maintain such records and provide such information to Hospital, and to Government Officials as may be necessary for compliance by Hospital with all applicable provisions of all state and federal laws governing Hospital. Upon request, Facility and Government Officials shall have access to, and copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, and papers relating to the Contractor's provision of health care services to Patients, the cost of such services, and payments received by the Contractor from County Patients (or from others on their behalf) and, Such records described herein shall be maintained at least four (4) years from the end of the Contract year.

All records of Contractor 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.

IN WITNESS WHEREOF, Facility and Contractor have duly executed this Agreement as of the dates set out beneath their respective signatures.

CONTRACTOR: Barry McNamara, MD

(signature)

By: Barry A. McNamara

Title: M.D.

Date: 7-29-02

FACILITY:

(signature)

By:

Jerry Hill, President
Board of Supervisors, San Mateo County

Attest:

By _____
Clerk of Said Board

Date: _____

SCHEDULE A - Services

In consideration of the payments specified in Exhibit "B," Contractor shall perform such services described below under the general direction of the Director.

1. Provide Professional services in the Division of Ophthalmology, Department of Surgery, including, outpatient, and emergency care.
2. 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 shall develop 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 when on call.
3. 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. Activities shall be credited as clinical work and shall not add to or exceed contracted time. 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.
4. 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
5. Contractor shall 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. Activities shall be credited as clinical work and shall not add to or exceed contracted time.
6. Contractor shall provide specialty services within the time frame and work load specified or contract can be renegotiated by either County or Contractor given 30(thirty) days notification.
7. Contractor shall provide outpatient clinic ophthalmology services on one half-day session every other week, on a schedule to be mutually determined with County and Division of Ophthalmology. A half-day session consists of either a morning or an afternoon session of no more than 4 hours in duration, on average.

8. Contractor shall provide operative services on one half-day block session each month.
9. Contractor will be paid for vacation up to THREE (3) half-day outpatient sessions per year, and ONE (1) operative session per year. This may be taken as FOUR (4) outpatient half-day sessions per year, at the contractor's discretion. Rare personal emergencies that could not be reasonable anticipated, will not be counted toward the above, and contractor will not be otherwise penalized for same.
10. When on call during usual work hours, and no appropriate ophthalmology services are available on campus, contractor shall provide up to FIVE (5) off-campus, urgent/emergent consultations per quarter, at outpatient office location designated by contractor. Urgent-care demand in excess of this amount will be reimbursed at Medicare rates on a fee-for-service basis.

SCHEDULE B – Payments

1. Contractor shall be paid a fixed rate of FIFTY-TWO THOUSAND, FIVE HUNDRED DOLLARS (\$52,500) per year, in the first year, to be paid in twelve monthly installments. In the second year, the rate will increase 2% to FIFTY-THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS, (\$53,550) per year, also paid in 12 monthly installments.

2. Additionally, contractor shall be paid, for increases in Operative Room surgical case volume from current baseline volume as the following rate: TWO THOUSAND, FIVE HUNDRED DOLLARS per year (\$2500) if it reaches two and one half (2.5) cases per operative half-day session; FIVE THOUSAND DOLLARS per year, (\$5000) if volume reaches three (3) cases per half-day session; SEVEN THOUSAND FIVE HUNDRED DOLLARS per year (\$7500), if volume reaches three and a half (3.5) per half-day session; TEN THOUSAND DOLLARS (\$10,000) per year if Surgical volume reaches four (4) operative cases per half-day session; TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) per year if volume reaches four and one-half (4.5) cases per session; FIFTEEN THOUSAND DOLLARS (\$15,000) if volume reaches five (5) cases per session.

The above calculation of surgical volume will occur in 6 month intervals, from the date of contract, and payment will occur within 60 days of the end of the relevant 6 month interval. Rates will be calculated by averaging across all surgical sessions of all ophthalmologic surgeons in the division of ophthalmology, not on individual contractor performance.

Total payment for services under this agreement will not exceed ONE HUNDRED THIRTY-SIX THOUSAND, FIFTY DOLLARS (\$136,050).

SCHEDULE C- Billing Requirements

All Contractor's 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 (RAF) is completed by Contractor as required by MediCal or HPSM regulations. Contractor will not be penalized for payment should Primary Care Physician or appropriate facility staff fail to obtain RAF or provide documentation to support RAF.

"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 MediCal 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 5 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 of 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 five calendar days of date of service. County shall make charge slip drop boxes available in all areas that services may be rendered.

“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 form completed with CPT for all surgeries

SCHEDULE D- Non-Discrimination

Contract between County of San Mateo and **Barry McNamara, 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 and Facility 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 and Facility 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.

SCHEDULE E

Reporting

County will provide monthly reporting to physicians, beginning no later than 120 days from contract start date (including retrospective data provided from contract start date),

Summary reports will be run based on date of service and will contain the following data elements:

Physician Name
CPT Code
Total count by CPT
Total Charges

Example:

Dr. X __ # of CPT CODES CPT Code Total Charges

Monthly Detail: This report is to be run 30 days following the end of the previous month. The detail will include the following information:

Physician Name
Patient Name
Patient Medical Record
Patient Date of Service for each CPT Code
CPT Code
Units of Service
Total Charges

These reports will be provided in electronic and hard copy format and County will make reasonable efforts to format data in the manner desired by Contractor.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Barry A. McNamara, M.D.
Contact Person: Same
Address: 181 So. Palomar Dr.
Phone Number: 650-365-5718 Fax Number: 650-366-6643

II Employees

Does the Contractor have any employees? ___ Yes ✓ No
Does the Contractor provide benefits to spouses of employees? ___ Yes ✓ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 29th day of July, 2002 at Redwood City, CA
(City) (State)

Barry A. McNamara
Signature

Barry A. McNamara
Name (Please Print)

M.D.
Title

Contractor Tax Identification Number

COUNTY OF SAN MATEO

Hospital and Clinics Division

MEMORANDUM

Date: July 17, 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: Barry McNamara, M.D.

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: 0

DUTIES (SPECIFIC): Dr. Barry McNamara will provide professional ophthalmology services to the patients at San Mateo County Health Center.

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

REMARKS/COMMENTS:

Priscilla Morse

 SIGNATURE

Medical Insurance Exchange of California

6250 CLAREMONT AVENUE OAKLAND, CALIFORNIA 94618-1324 TELEPHONE (510) 428-9411 FROM OUTSIDE CALIFORNIA (800) 227-4527

CERTIFICATE OF INSURANCE

As requested, we are pleased to certify that Professional Liability Insurance on a "claims made" basis is in effect for the insured named herein, subject to the provision of the policy designated.

POLICYHOLDER: BARRY A MCNAMARA, M.D.
BARRY A MCNAMARA, M.D. INC.
181 S PALOMAR DR
REDWOOD CITY, CA 94062-3237

POLICY NUMBER: DR02-00585I

ORIGINAL EFFECTIVE DATE: JULY 01, 1976
RETROACTIVE DATE: JULY 01, 1976
POLICY EFFECTIVE DATE: FEBRUARY 01, 2002
POLICY EXPIRATION DATE: FEBRUARY 01, 2003
SPECIALITY: OPHTHALMOLOGY
SUBSPECIALITY: NO SUBSPECIALTY

LIMITS OF LIABILITY: OF AT LEAST

EACH CLAIM \$1,000,000

Any one claim or suit or maximum for the results of one injury.

ANNUAL AGGREGATE \$3,000,000

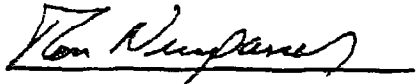
Aggregate annual maximum for the results of all claims.

1. This Certificate is not an insurance policy and does not amend or alter the coverage afforded by the policy listed on the Certificate
2. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate is issued, the insurance afforded by the policy listed on the Certificate is subject to all terms of such policy.

Countersigned: Medical Underwriters of California
Attorney-in-Fact

This certificate issued to:

BARRY A MCNAMARA, M.D.

by 

JANUARY 03, 2002

**Professional Services Agreement
Between the County of San Mateo and
John McNamara, MD
For Medical Specialty Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health Center, ("Facility") and **John McNamara, M.D.** ("Contractor").

WITNESSETH:

WHEREAS, Facility operates health care facilities collectively known as the "San Mateo County Health Center."

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described for the San Mateo County Health Center; and

WHEREAS, pursuant to Government Code 31000, Facility may contract with independent contractors for the furnishing of such services to or for the Facility; and

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities

NOW, THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

Section 1 - Contractor's Obligations

1.1 Organizational Status

Contractor represents and warrants that it is either (Check One):

- 1.1.1 An individual health care provider duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of Medical Specialty, in the State of California.
- 1.1.2 A partnership, professional services corporation or association duly organized and validly existing under the laws of the State of California and authorized to engage in the profession of medicine in the State of California;
- 1.1.3 Other _____

1.2 Contractor's Representatives

- 1.2.1 The term "Contractor" shall include all Contractor's representatives, employees, shareholders, partners, subcontractors, and agents providing services under this Agreement, i.e. every member of a medical group that contracts with the Facility shall be considered a "Contractor", for purposes of complying with this Agreement.
- 1.2.2 Where contractor represents more than one individual, contractor will designate a "Lead Contractor". This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including, but not limited to, enforcement of this Agreement, in cases where direct discussion with the individual contractor's representative fails to adequately resolve the issue.

1.3 Qualifications

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the Facility's Chief Executive Officer, or designee; said acceptance may be withdrawn immediately for cause by the Facility's Chief Executive Officer, or designee, in his or her reasonable determination that there is a threat to the safety of patients or staff, at any time with written notice to Contractor.
- 1.3.2 Shall at all time keep and maintain a valid license to engage in the practice of medicine in the State of California and Active Medical Staff membership and/or privileges as may be required under the Bylaws of Facility for Contractor's Representatives to provide the services contemplated by this Agreement.
- 1.3.3 Contractor's representatives shall be certified by the AMA/AOA recognized Board in the relevant areas (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations). Exceptions to the requirement of Board Certification are to be made at the discretion of the Hospital Board.
- 1.3.4 Contractor is not currently excluded, debarred or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor has Contractor been convicted of a criminal offense.

1.4 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer, or her designee, with respect to the product or results of Contractor's services shall provide medical services as described in **SCHEDULE A**, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 Payments

1.5.1 Maximum Amount. In full consideration of Contractor's performance of the services described in **SCHEDULE A**, the amount that Facility shall be obligated to pay for services rendered under this Agreement shall not exceed that specified in **SCHEDULE B**.

1.5.2 Rate of Payment. The rate and terms of payment shall be as specified in **SCHEDULE B**, attached hereto and incorporated herein. Any rate increase not already addressed in Schedule B, is subject to the approval of the Chief Executive Officer, or her designee, and shall not be binding on Facility unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement.

1.5.3 Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to Facility for payment in accordance with the provisions of **SCHEDULE B**. Facility shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to Facility 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. Tracers will be accepted by Facility for 360 days following the date of service and will be paid in accordance with schedule B. Tracers must be clearly identified as Tracers and reflect the original date of billing.

1.6 Substitutes

Contractor shall provide at Contractor's sole cost and expense, a substitute for any Contractor who is unable to provide services required under this Agreement. As a condition of providing services under this Agreement, any such substitute shall first be approved by Facility's Chief Executive Officer, or her designee, and shall otherwise satisfy all qualification requirements applicable to the Contractor, including, but not limited to, being covered under Contractor's insurance or submitting separate insurance issued by a company under such terms and limitations as Facility shall reasonably approve.

If Representative dies or becomes disabled for more than one month, Contractor will make best efforts to provide substitute or replacement. However if Contractor is unsuccessful at recruiting replacement then remaining physicians working under this agreement will not be penalized financially. Remaining physicians under contractor will work with County to come up with alternatives.

1.7 General Duties of Contractor

In addition to the services performed in **SCHEDULE A**, Contractor shall perform the following duties:

- 1.7.1 Administrative and Miscellaneous Duties and Responsibilities Contractor will cooperate with the administration of the medical practice. Such cooperation shall include, but not be limited to, the following: maintaining medical records in a timely fashion (including the appropriate use of dictation, or other technology, as required by Facility), billing, peer review and Facility's compliance programs. Contractor shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of Facility's patients. County recognizes that it has a responsibility to provide Contractor with a dictation system to enable Contractor to perform his responsibilities.
- 1.7.2 Billing and Compliance. Contractor shall prepare such administrative and business records and reports related to the Service in such format and upon such intervals as Facility shall reasonably require. Contractor shall not directly submit a billing or statement of charges to any Facility patient or other entity for services arising from the practice of medicine, nor shall Contractor make any surcharge or give any discount for care provided without the prior written authorization of Facility. The Facility has complete authority to assign patients to various Contractor's, set fees, determine write-offs, and take any other action relating to billing and collection of fees for clinical services. All accounts receivable generated for services rendered by Contractor pursuant to this Agreement are the property of the Facility. Contractor shall participate in all compliance programs adopted by Facility. Contractor shall have the right to review any and all billings for his/her services bearing his/her name or Provider Number. County will provide Contractor with monthly detail and summary reporting as specified in Schedule E. Contractor is required to request the correction of any errors including providing a refund to payors if warranted. Contractor agrees to keep accurate and complete records pursuant to **SCHEDULE C**, incorporated by reference herein.

- 1.7.3 Compliance with Rules and Regulations. Contractor agrees to abide by rules, regulations and guidelines of Facility, as the Facility may from time to time amend, add or delete rules, regulations or guidelines at Facility's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement.
- 1.7.4 Managed Care Contracts. Contractor is obligated to participate in Health Plan of San Mateo contract. Contractor agrees to participate in negotiations in good faith when the County desires to enter into a managed care contract, however, Contractor is not required to enter into a managed care contract that adversely impacts their practice.
- 1.7.5 Requirement of Physician to Notify Facility of any Detrimental Professional Information or Violation of Contract Rules or Policies
During the term of this Agreement, Contractor shall notify Facility immediately, or as soon as is possible thereafter, in the event that:
- (A) Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
 - (B) A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
 - (C) Contractor's privileges at any hospital, health care facility or under any health care plan are denied, suspended, restricted or terminated or under investigation for medical disciplinary cause or reason;
 - (D) Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
 - (E) Contractor's participation as a Medicare or MediCal provider is under investigation or has been terminated.
 - (F) There is a material change in any of the information the Contractor has provided to Facility concerning Contractor's professional qualifications or credentials.
 - (G) Contractor's conviction of a crime.
 - (H) Contractor must also notify the Facility within thirty (30) days of any breach of this Agreement, violation of any of Facility's rule or regulation whether by others or by the Contractor himself/herself,

or if the Contractor is subject to or participant in any form of activity which could be characterized as discrimination or harassment.

1.8 Citizenship Duties of Contractor's

- (A) Contractor will work cooperatively with Facility designees to optimize workflow, appropriate use of scheduling, division of duties, optimal use of clinic staff.
- (B) Contractor will maintain appropriate medical records including the use of dictation or other technology required by Facility.
- (C) Contractor will make all reasonable efforts to schedule the provision of services, including, but not limited to, outpatient, operating room, and procedures, in a manner that complies with the Facility's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances. Contractor will make best efforts to provide 6 weeks notice of absence for non-emergency assigned duties.
- (D) Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in Quality Improvement and Utilization Management efforts.
- (E) Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with Primary Care providers, including, but not limited to, direct contact with individual providers where clinically indicated
- (F) Contractor will make reasonable efforts to comply with Facility request to staff services at satellite, community-based clinics other than San Mateo County General Hospital, provided that total services do not exceed those specified in **SCHEDULE A**. Physician is not required to staff satellite clinic should their private practice be financially or operationally harmed.
- (G) Contractor will restrict his/her practice largely to his/her relevant specialty, and will not engage in substantial provision of medical services outside their relevant specialty, specifically Primary Care, even if qualified by board specialty or hospital privileges to do so. Patients requiring Primary Care services will be referred to the Primary Care Department for care. This requirement will not be construed as to abrogate, or diminish in any degree, the contractor's legal obligations enjoining patient abandonment according to CMA guidelines.

- (H) Facility personnel and contractor will conduct themselves with professionalism at all times, which includes, but is not limited to, courteous and respectful conduct towards, and reasonable cooperation with, all Facility employees.

1.9 Provision of Records For Facility

Contractor shall furnish any and all information, records and other documents related to Contractor's services hereunder which Facility may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by Facility to assess and improve the quality and efficiency of Facility's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.10 Cooperation With Facility In Maintaining Licenses

Contractor shall assist Facility in obtaining and maintaining any and all licenses, permits and other authorization, plus achieving accreditation standards, which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.11 Contractor's Conflict Of Interest

Contractor shall inform County of any other arrangements which may present a professional, stark law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3.3 below.

1.12 Non-Permitted Uses of Facility

Contractor agrees not to use, or permit any of Contractor's Representatives to use, any part of the Facility for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of Facility shall be used at any time as an office for private practice and delivery of care for non-Facility patients.

1.13 No Contract in Facility Name

Contractor shall not have the right or authority to enter into any contract in the name of Facility or otherwise bind Facility in any way without the express written consent of Facility.

Facility shall not have the right or authority to enter into any contract in the name of Contractor or otherwise bind Contractor in any way without the express written consent of Contractor.

1.14 Regulatory Standards

Contractor and Facility shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Facility and the Service, including, without limitation, those requirements imposed by the Joint Commission on Accreditation of Healthcare Organizations, the Medicare/Medicaid conditions of participation and any amendments thereto.

1.15 Availability of Records For Inspection

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, or accountant-client, or other legal privilege will be deemed to have been waived by Facility, Contractor or any Contractor's Representative by virtue of this Agreement.

1.16 Professional Standards

Contractor shall perform his or her duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of 003021 care for his/her medical profession and specialty.

Section 2 - Change of Circumstances

- 2.1 In the event (i) Medicare, Medicaid, or Medical, or any third party payor or any federal, state or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement, or if (ii) any or all such payors/authorities impose requirements, or (iii) new technology is developed or utilized, which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days' prior written notice. If termination is exercised then existing financial arrangements stay in place until termination.

Section 3 - Term and Termination

3.1 **Term**

This Agreement shall commence on September 1, 2002, (the "Effective Date") and shall continue for two years (2). Unless sooner terminated, this Agreement shall expire and be of no further force and effect as of the end of business on the 31st day of August, 2004.

3.2 **Extension of Term**

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 **Termination**

This Agreement may be terminated for cause, by County or Contractor at any time upon one hundred eighty (180) days' written notice to the other party.

3.3.1 **Automatic Termination**

This Agreement shall be immediately terminated as follows:

- (A) Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;

- (B) Upon Contractor's suspension or exclusion from the Medicare or MediCal Program;
- (C) If the Contractor violates the State Medical Practice Act;
- (D) If the Contractor's professional practice jeopardizes imminently the safety of patients.
- (E) If Contractor is convicted of a crime;
- (F) If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
- (G) Upon revocation cancellation, suspension or limitation of the Contractor's medical staff privileges at the Facility;
- (H) Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- (I) Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- (J) Contractor fails to maintain professional liability insurance required by this Agreement;
- (K) Upon Facility's loss of certification as a Medicare and/or Medi-Cal provider;
- (L) Upon the closure of Facility;

3.3.2 Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with not less than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, either party has the right to terminate this Agreement at the end of the sixty (60) day period without further notice or demand.

3.3.3 Patient Records Upon Termination and Notice to Patients

All original patient records shall be property of the Facility. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to Facility, subject to Contractor's right to copies of records.

Section 4 - Insurance and Indemnification

4.1 Insurance

- A. Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the Chief Executive Officer. Contractor shall furnish the Facility with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual 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 Facility of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of 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.

- B. Workers' Compensation and Employer Liability Insurance. If contractor has employees, Contractor shall have in effect during the entire life of this Agreement, Worker's 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 provision of Section 3700 of the California Labor Code, which requires 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.

C. Professional Liability Insurance.

Such insurance shall include:

- 1) Professional Liability Insurance.....\$ 1,000,000/\$3,000,000

4.2 Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least five (5) years following termination of this Agreement; or, (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

Hold Harmless

It is agreed that Contractor shall defend, save harmless and indemnify County, its officers and employees, from any and all liability, claims, actions, damages or losses of any kind, including injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement and/or and which result from the negligent acts or omissions of the Contractor, its officers and/or employees.

It is further agreed that County shall defend, save harmless, and indemnify the Contractor, its officers, and employees from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement and/or which result from the negligent acts or omissions of County, its officers, and/or employees.

In the event of concurrent negligence of the Contractor, its officers and/or employees, and County, its officers, and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this Agreement shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

Section 5 - Miscellaneous Provisions

5.1 Notice Requirements

Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage

prepaid, certified or registered mail, return receipt requested. Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section 5.1. The respective addresses are:

If to Facility: San Mateo County Health Center

222 W. 39th Avenue

San Mateo, CA 94403

With Copy to: County Counsel's Office
400 County Center
Redwood City, CA 94063.

If to Contractor: John McNamara, M.D.

5.2 Entire Agreement

This Agreement contains the entire agreement of the parties hereto and supersedes all prior agreements, contracts and understanding, whether written or otherwise, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.3 Partial Invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

5.4 Assignment

Because this is a personal service contract Contractor or Facility may not assign any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.5 Independent Contractor

Contractor and all Contractor's Representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, partners of, or joint ventures with Facility. Facility does retain responsibility for the performance of Contractor and Contractor's Representatives as and to the extent required by law and the accreditation standards applicable to Facility. Such responsibility, however, is limited to establishing the goals and objectives for the Service and requiring services to be rendered in a competent, efficient and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the manner in which services are provided and insuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.6 Regulatory Requirements

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's Representatives to refer or admit any patients to, or order any goods or services from Facility. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b).

5.7 Alternate Dispute Resolution

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation results in a decision in favor of plaintiff, and the defendant determines that they will not honor the mediator's decision, then the plaintiff has the right to terminate agreement upon 90 days written notice. If mediation is unsuccessful, then the parties may take the dispute to Superior Court in San Mateo County.

5.8 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of Facility and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's Representative.

5.9 Governing Law

This Agreement shall be governed by the laws of the state of California.

5.10 Amendments

All amendments shall be approved by the Chief Executive Officer and legal counsel, the contractor and the Board of Supervisors, if applicable.

5.11 HIPAA

For the purposes of compliance with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Contractor relationship with the Facility may be considered as that of "Business Associate." As used hereunder, the terms "Business Associate", "Protected Health Information", "use" and "disclosure" shall have the meanings ascribed to them in 42 CFR Section 164.101 and 164.501. If Contractor is a "Business Associate", then Sections 5.12.1 through 5.12.9 shall apply:

- 5.11.1 Contractor agrees to conduct its business with Facility in accordance with all applicable laws and regulations, including HIPAA and the regulations promulgated thereunder. Contractor further agrees to comply with all policies and procedures adopted by Facility related to use and disclosure of Protected Health Information.
- 5.11.2 Disclosure by Facility to Contractor of any Protected Health Information will be made for the sole purpose of helping the Facility carry out its healthcare functions and to allow Contractor to complete its obligations pursuant to this Agreement. Protected Health Information will not be disclosed for independent use by Contractor. Contractor represents and warrants that it will use Protected Health Information only to complete its obligations pursuant to this Agreement, and as may otherwise be required by law.
- 5.11.3 Contractor represents and warrants that it will safeguard and protect all Protected Health Information from misuse and/or disclosure, and that upon Contractor's learning of any misuse or improper disclosure of such Protected Health Information, Contractor will take immediate steps to stop such impermissible use or disclosure and to prevent further dissemination and misuse of such Protected Health Information. Contractor further represents and warrants that it will immediately report to Facility any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware.

- 5.11.4 Any breach by Contractor of its obligations under the confidentiality provisions of this contract and/or HIPAA will be grounds for immediate contract termination at the discretion of Facility.
- 5.11.5 Contractor represents and warrants that its agents, including any subcontractor(s), to whom it may provide Protected Health Information, agree to the same restrictions and conditions that apply to Contractor with respect to Protected Health Information. Contractor further agrees that it will incorporate in any and all agreement(s) with subcontractor(s) a provision naming Facility as an intended third party beneficiary with respect to the enforcement of, and right to benefit from, the subcontractor's covenants regarding the use and disclosure of Protected Health Information.
- 5.11.6 Contractor agrees to make available Protected Health Information in accordance with the requirements of CFR § 164.524, 164.526 and 164.528.
- 5.11.7 Contractor agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining Facility's compliance with this HIPAA.
- 5.11.8 Contractor agrees that upon termination of this Agreement, Contractor shall return or destroy all Protected Health Information, and Contractor agrees that it will not maintain copies of such Protected Health Information in any form. The provisions of this Agreement regarding uses and disclosures of Protected Health information shall continue beyond termination of this Agreement.
- 5.11.9 Notwithstanding any other provision of this Agreement to the contrary, if any, nothing in this Agreement, or in the parties' course of dealings, shall be construed as conferring any third-party beneficiary status on any person or entity not named a party to this Agreement.

5.12 Non-Discrimination

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

Contractor 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 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 or being awarded a County contract for a period of up to three (3) years:

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

- i. Examine Contractor's employment records maintained on-site on county/not in private practice/keep separate with respect to compliance with this paragraph;

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 notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed.

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

5.14 General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to, Title 22 of the California Administrative Code, those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act, and those required by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"). Contractor shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform Hospital of any notice of any incident within its operations, which may affect any license or certification held by Contractor.

5.15 Confidentiality of Patient Information

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal law any patient information. Contractor shall not disclose such information except as permitted by law.

5.16 Non-Disclosure of Names

Notwithstanding any other provision of this Agreement, names of Patients 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.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to Patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal Patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement (ii) will promptly transmit to DHS and the applicable Medi-Cal plan all request for disclosure of such information; and, (iii) will not disclose except as otherwise specifically permitted by this Agreement, any such information to any part other than DHS and the applicable Med-Cal Plan, without prior written authorization specifying that the information is releasable until 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 Agreement, return all such information to DHS and the applicable Med-Cal Plan or maintain such information according to written procedures sent to Health Plan by DHS and the applicable Medi-Cal Plan for this purpose.

5.17 Disclosure of Records

No practice disclosure/County patients only. Contractor agrees to provide to Facility, to any federal or state department having monitoring or reviewing authority, to Facility'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, appropriateness and timeliness of services performed. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records. Without limiting the

foregoing, Contractor shall maintain such records and provide such information to Hospital, and to Government Officials as may be necessary for compliance by Hospital with all applicable provisions of all state and federal laws governing Hospital. Upon request, Facility and Government Officials shall have access to, and copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, and papers relating to the Contractor's provision of health care services to Patients, the cost of such services, and payments received by the Contractor from County Patients (or from others on their behalf) and, Such records described herein shall be maintained at least four (4) years from the end of the Contract year.

All records of Contractor 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.

IN WITNESS WHEREOF, Facility and Contractor have duly executed this Agreement as of the dates set out beneath their respective signatures.

CONTRACTOR: John McNamara, MD

(signature)

By: J. McNamara
Title: Physician / Ophthalmologist
Date: 7/29/07

FACILITY:

(signature)

By: Jerry Hill, President
Board of Supervisors, San Mateo County

Attest:

By _____
Clerk of Said Board

Date: _____

SCHEDULE A - Services

In consideration of the payments specified in Exhibit "B," Contractor shall perform such services described below under the general direction of the Director.

1. Provide Professional services in the Division of Ophthalmology, Department of Surgery, including, outpatient, and emergency care.
2. 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 shall develop 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 when on call.
3. 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. Activities shall be credited as clinical work and shall not add to or exceed contracted time. 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.
4. 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
5. Contractor shall 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. Activities shall be credited as clinical work and shall not add to or exceed contracted time.
6. Contractor shall provide specialty services within the time frame and work load specified or contract can be renegotiated by either County or Contractor given 30(thirty) days notification.
7. Contractor shall provide outpatient clinic ophthalmology services on one half-day session every other week, on a schedule to be mutually determined with County and Division of Ophthalmology. A half-day session consists of either a morning or an afternoon session of no more than 4 hours in duration, on average.

8. Contractor shall provide operative services on one half-day block session each month.
9. Contractor will be paid for vacation up to THREE (3) half-day outpatient sessions per year, and ONE (1) operative session per year. This may be taken as FOUR (4) outpatient half-day sessions per year, at the contractor's discretion. Rare personal emergencies that could not be reasonable anticipated, will not be counted toward the above, and contractor will not be otherwise penalized for same.
10. When on call during usual work hours, and no appropriate ophthalmology services are available on campus, contractor shall provide up to FIVE (5) off-campus, urgent/emergent consultations per quarter, at outpatient office location designated by contractor. Urgent-care demand in excess of this amount will be reimbursed at Medicare rates on a fee-for-service basis.

SCHEDULE B – Payments

1. Contractor shall be paid a fixed rate of FIFTY-TWO THOUSAND, FIVE HUNDRED DOLLARS (\$52,500) per year, in the first year, to be paid in twelve monthly installments. In the second year, the rate will increase 2% to FIFTY-THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS, (\$53,550) per year, also paid in 12 monthly installments.
2. Additionally, contractor shall be paid, for increases in Operative Room surgical case volume from current baseline volume as the following rate: TWO THOUSAND, FIVE HUNDRED DOLLARS per year (\$2500) if it reaches two and one half (2.5) cases per operative half-day session; FIVE THOUSAND DOLLARS per year, (\$5000) if volume reaches three (3) cases per half-day session; SEVEN THOUSAND FIVE HUNDRED DOLLARS per year (\$7500), if volume reaches three and a half (3.5) per half-day session; TEN THOUSAND DOLLARS (\$10,000) per year if Surgical volume reaches four (4) operative cases per half-day session; TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500) per year if volume reaches four and one-half (4.5) cases per session; FIFTEEN THOUSAND DOLLARS (\$15,000) if volume reaches five (5) cases per session.

The above calculation of surgical volume will occur in 6 month intervals, from the date of contract, and payment will occur within 60 days of the end of the relevant 6 month interval. Rates will be calculated by averaging across all surgical sessions of all ophthalmologic surgeons in the division of ophthalmology, not on individual contractor performance.

Total payment for services under this agreement will not exceed ONE HUNDRED THIRTY-SIX THOUSAND, FIFTY DOLLARS (\$136,050).

SCHEDULE C- Billing Requirements

All Contractor's 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 (RAF) is completed by Contractor as required by MediCal or HPSM regulations. Contractor will not be penalized for payment should Primary Care Physician or appropriate facility staff fail to obtain RAF or provide documentation to support RAF.

"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 MediCal 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 5 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 of 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 five calendar days of date of service. County shall make charge slip drop boxes available in all areas that services may be rendered.

“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 form completed with CPT for all surgeries

SCHEDULE D- Non-Discrimination

Contract between County of San Mateo and **John McNamara, 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 and Facility 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 and Facility 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.

SCHEDULE E

Reporting

County will provide monthly reporting to physicians, beginning no later than 120 days from contract start date (including retrospective data provided from contract start date),

Summary reports will be run based on date of service and will contain the following data elements:

Physician Name
CPT Code
Total count by CPT
Total Charges

Example:

Dr. X ___ # of CPT CODES CPT Code Total Charges

Monthly Detail: This report is to be run 30 days following the end of the previous month. The detail will include the following information:

Physician Name
Patient Name
Patient Medical Record
Patient Date of Service for each CPT Code
CPT Code
Units of Service
Total Charges

These reports will be provided in electronic and hard copy format and County will make reasonable efforts to format data in the manner desired by Contractor.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: John S. McNamara
Contact Person: Karin Jimenez
Address: 1440 Southgate Ave
Daly City, CA 94015
Phone Number: 650-992-1300 Fax Number: 650-992-8391

II Employees

Does the Contractor have any employees? ___ Yes No

Does the Contractor provide benefits to spouses of employees? ___ Yes ___ No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 29th day of July, 2007 at San Mateo, CA
(City) (State)

John S. McNamara
Signature
Project / Capital Budget
Title

John McNamara
Name (Please Print)
Contractor Tax Identification Number

COUNTY OF SAN MATEO

Hospital and Clinics Division

MEMORANDUM

Date: July 17, 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: John McNamara, M.D.

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: 0

DUTIES (SPECIFIC): Dr. John McNamara will provide professional ophthalmology services to the patients at San Mateo County Health Center.

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

REMARKS/COMMENTS:



 SIGNATURE

Medical Insurance Exchange of California

8250 CLAREMONT AVENUE OAKLAND, CALIFORNIA 94618-1324 TELEPHONE (510) 428-9411 FROM OUTSIDE CALIFORNIA (800) 227-4527

CERTIFICATE OF INSURANCE

As requested, we are pleased to certify that Professional Liability Insurance on a "claims-made" basis is in effect for the insured named herein, subject to the provision of the policy designated.

JOHN S. MCNAMARA, D.O.
2745 COMSTOCK CIRCLE
BELMONT, CA 94002

POLICYHOLDER:

POLICY NUMBER:

DR02-022811

ORIGINAL EFFECTIVE DATE: **AUGUST 08, 1994**
RETROACTIVE DATE: **AUGUST 08, 1994**
POLICY EFFECTIVE DATE: **FEBRUARY 01, 2002**
POLICY EXPIRATION DATE: **FEBRUARY 01, 2003**
SPECIALITY: **OPHTHALMOLOGY**
SUB-SPECIALITY: **NO SUBSPECIALTY**

LIMITS OF LIABILITY: **OF AT LEAST**

EACH CLAIM

\$1,000,000

Any one claim or suit or maximum for the results of one injury.

ANNUAL AGGREGATE

\$3,000,000

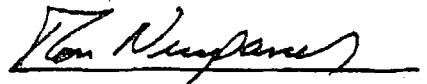
Aggregate annual maximum for the results of all claims.

1. This Certificate is not an insurance policy and does not amend or alter the coverage afforded by the policy listed on the Certificate
2. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the Certificate is issued, the insurance afforded by the policy listed on the Certificate is subject to all terms of such policy.

Countersigned:

Medical Underwriters of California
Attorney-in-Fact

This certificate issued to:

by 

JOHN S. MCNAMARA, D.O.

JANUARY 03, 2002