

**Professional Services Agreement
Between the County of San Mateo and
Regents of the University of California
For Plastic Surgery Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health Center ("County") and The Regents of the University of California, on behalf of the Department of Surgery at the University of California, San Francisco ("Contractor").

WITNESSETH:

WHEREAS, County 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, County may contract with independent contractors for the furnishing of such services to or for the County; and

WHEREAS, the University of California, San Francisco (UCSF) is a health science campus whose mission includes teaching, reaching and community service; and

WHEREAS, Contractor desires to provide professional services which will include teaching and research opportunities, 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 A California Constitutional corporation employing contractor

representatives who are licensed or otherwise authorized to engage in the practice of the profession of medicine in the State of California.

1.2 Contractor's Representatives

- 1.2.1 The term "Contractor" shall refer to The Regents of the University of California, on behalf of the Department of Surgery at the University of California San Francisco campus and the term Contractor's representatives shall refer to those employees of Contractor providing services in San Mateo County under this Agreement.
- 1.2.2 The Department of Surgery at the UCSF campus will be the contact for the County when dealing with issues affecting both parties, including, but not limited, 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's Representative as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the County's Chief Executive Officer, or designee; said acceptance may be withdrawn immediately by the County's Chief Executive Officer, or designee, in his or her reasonable discretion 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 County 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).
- 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's Representative 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 County 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 is subject to the approval of the Chief Executive Officer, or her designee, and shall not be binding on County unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement, to the full satisfaction of the Chief Executive Officer, or her designee.

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

1.6 Substitutes

Contractor shall provide at Contractor's sole cost and expense, a substitute for any Contractor's Representatives 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 County'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 County shall reasonably approve.

1.7 General Duties of Contractor

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

1.7.1 Administrative and Miscellaneous Duties and Responsibilities.

Contractor's Representatives 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 County), billing, peer review and County'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 County's patients.

1.7.2 Billing and Compliance. Contractor's Representatives shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor shall not directly submit a billing or statement of charges to any County 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 County. The County has complete authority to assign patients to various Contractors, 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 County. Contractor shall participate in all compliance programs adopted by County. Contractor's Representatives shall have the right to review any and all billings for his/her services bearing his/her name or Provider Number. Contractor's Representatives are required to request the correction of any errors including providing a refund to payors if warranted. Contractor's Representatives agree to keep accurate and complete records pursuant to **SCHEDULE C**, incorporated by reference herein.

1.7.5 Managed Care Contracts. Contractor 's Representatives are obligated to participate in, and observe, the provisions of all managed care contracts which County may enter into for health care services with, managed care organizations including, but not limited to Health Maintenance Organizations (HMOs), Independent Practice Associations (IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations, (MSOs), Integrated Delivery Systems (IDSs) and Physician-Hospital Organizations (PHOs).

1.7.5 Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies. During the term of this Agreement, Contractor shall notify County immediately, or as soon as is possible thereafter, in the event that:

- (A) Contractor's Representatives' license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
- (B) A complaint or report concerning Contractor's Representatives' competence or conduct is made to any state medical or professional licensing agency;
- (C) Contractor's Representatives' privileges at any hospital, health care County or under any health care plan are denied, suspended, restricted or terminated *or* under investigation for medical disciplinary cause or reason;
- (D) Contractor's Representatives' controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
- (D) Contractor's Representatives' 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 County concerning Contractor's Representatives' professional qualifications or credentials;
- (G) Contractor's Representatives' conviction of a crime;
- (H) Contractor's Representatives must also notify the County within thirty (30) days of any breach of this Agreement.

1.8 Citizenship Duties of Contractor's Representatives

- (A) Contractor's Representatives will meet County expectations of outpatient clinic productivity, as determined by relevant standards, adjusted for local conditions.
- (B) Contractor's Representatives will be physically present in the designated location and prepared to perform designated duties during the entire duration of the relevant work schedule as detailed in **SCHEDULE A**, specifically, will commence work on time, and not leave until duties are complete.
- (C) Contractor's Representatives will work cooperatively with County designees to optimize work flow, including participating in work-flow analysis, appropriate use of scheduling, division of duties, optimal use of clinic staff, and other activities as designated by County.
- (D) Contractor's Representatives will maintain appropriate medical records including the use of dictation or other technology required by County.
- (E) Contractor's Representatives 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 County's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances.
- (F) Contractor's Representatives will attempt to provide two (2) months notice, but under no circumstances shall provide less than two (2) weeks, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.
- (G) Contractor's Representatives 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.
- (H) Contractor's Representatives 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, and participation in Primary Care provider education including presentations at noon conferences.

- (I) (Item "I" not applicable to this contract)
- (J) Contractor's Representatives 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.
- (K) Contractor's Representatives will conduct himself/herself with professionalism at all times, which includes, but is not limited to, courteous and respectful conduct towards, and reasonable cooperation with, all County employees.

1.9 Provision of Records For County

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

1.10 Cooperation With County In Maintaining Licenses

Contractor shall assist County 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 Representatives' services under this Agreement.

1.11 Contractor's Representatives' Conflict Of Interest

Contractor's Representatives shall inform County of any other arrangements which may present a professional, financial, stark law, or any other state or federal conflict of interest or materially interfere in Contractor's Representatives' performance of its duties under this Agreement. In the event Contractor's Representatives pursue conduct which does, in fact, constitute a conflict of

interest or which materially interferes with (or is reasonably anticipated to interfere with) performance under this Agreement, County may exercise its rights and privileges under Section 3.4 below.

1.12 Non-Permitted Uses of County

Contractor agrees not to use, or permit any of Contractor's Representatives to use, any part of the County 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 County shall be used at any time as an office for private practice and delivery of care for non-County patients.

1.13 No Contract in County Name

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

1.14 Regulatory Standards

Contractor's Representatives shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to County 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 County, Contractor or any Contractor's Representative by virtue of this Agreement.

1.16 Professional Standards

Contractor's Representatives 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 care for his/her medical profession and specialty.

Section 2 - Change of Circumstances

- 2.1 In the event (i) Medicare, Medi-Cal, 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 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.

Section 3 - Term and Termination

3.1 Term

This Agreement shall commence on June 1, 2002, (the "Effective Date") and shall continue for one year(s). 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 May, 2003.

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 by County at any time upon ninety (90) days' written notice to the Contractor. This agreement may be terminated by the Contractor at any time upon ninety (90) days written notice to the County.

3.3.1 Automatic Termination

This Agreement shall be immediately terminated as follows:

- (A) Upon Contractor's Representative's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;
- (B) Upon Contractor's Representative's suspension or exclusion from the Medicare or MediCal Program;
- (C) If the Contractor's Representative violates the State Medical Practice Act;
- (D) If the Contractor's Representative's professional practice jeopardizes imminently the safety of patients.
- (E) If Contractor's Representative is convicted of a crime;
- (F) If Contractor's Representative 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 Representative's medical staff privileges at the County;
- (H) Contractor's Representative has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- (I) Contractor's Representative becomes disabled so as to be unable to perform the duties required by this Agreement;
- (J) Contractor's Representative fails to maintain professional liability insurance required by this Agreement;
- (K) Upon County's loss of certification as a Medicare and/or Medi-Cal provider;
- (L) Upon the bankruptcy, insolvency or closure of County;

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, this Agreement shall terminate at the end of the sixty (60) day period without further notice or demand. Upon breach of the terms of this Agreement by an individual contractor's representative, County shall have the option of withdrawing its acceptance of that individual contractor's representative, as described in 1.3.1, without terminating this Agreement. Upon withdrawal of acceptance, contractor must replace said contractor's representative as specified in section 1.6 of this contract. Withdrawal of acceptance of an individual contractor's representative will not, of itself, constitute grounds for termination of this Agreement, by either party.

3.3.3 Patient Records Upon Termination and Notice to Patients

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

Section 4 - Insurance and Indemnification

- A. County, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the following insurance.
1. Professional Medical and Hospital Liability Insurance with limits of Two Million Dollars (\$3,000,000.00) per occurrence and a general aggregate of Ten Million dollars (\$10,000,000.00). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
 2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of Two Million Dollars (\$2,000,000.00) per occurrence. If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which, from time to time, may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverages required under this Article above shall not in any way limit the liability of County. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and/or employees. County, upon the execution of the Agreement, shall furnish Contractor with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to CONTRACTOR of any modification, change or cancellation of any of the above insurance coverage.

B. Contractor shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with limits of Two Million Dollars (\$2,000,000.00) per occurrence.
2. General Liability Self-Insurance Program with a limit of Two Million Dollars (\$2,000,000.00) per occurrence.
3. Workers' Compensation Self-Insurance Program covering CONTRACTOR'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverages required under this Article above shall not in any way limit the liability of CONTRACTOR OR CONTRACTOR'S Representatives. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of CONTRACTOR, its officers, agents, and/or employees. CONTRACTOR, upon the execution of the Agreement, shall furnish COUNTY with Certificates of Self-Insurance evidencing compliance with all

requirements. Certificates shall further provide for thirty (30) days' advance written notice to COUNTY of any modification, change or cancellation of any of the above self-insurance coverages.

4.1 Indemnification

- A. County shall defend, indemnify and hold Contractor and Contractor's representatives, its officers, employees, agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.
- B. Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees, or agents.

4.2 Tail Coverage

Both parties will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) 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.

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 County: Nancy Steiger, CEO
San Mateo County Health Center
222 W 39th Ave
San Mateo, CA 94403

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

If to Contractor: Chief Administrative Officer
UCSF Department of Surgery
513 Parnassus Avenue, S-320
San Francisco, CA 94143-0104

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 may not assign any of its rights or obligations hereunder without the prior written consent of County. County may assign this Agreement to any successor to all or substantially all, of County's operating assets or to any affiliate of County. This Agreement shall inure 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 County. County 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 County. 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 County. 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.

5.8 Third Party Beneficiaries

This Agreement is entered into for the sole benefit of County 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 Board of Supervisors.

5.11 HIPAA

For the purposes of compliance with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Contractor's relationship with the County 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 County 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 County related to use and disclosure of Protected Health Information.
- 5.11.2 Disclosure by County to Contractor of any Protected Health Information will be made for the sole purpose of helping the County 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 County 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 County.

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

Contractor's Representatives shall comply with the County 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. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

5.13 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.

5.14 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.

5.15 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.

5.16 Disclosure of Records

Both parties agree to provide, to any federal or state department having monitoring or reviewing authority, to their respective 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. Both parties shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records. Without limiting the foregoing, both parties 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, both parties and Government Officials shall have access to, and copies of, at reasonable times at their respective places of business (or such other mutually agreeable location in California), the medical records, books, charts, and papers relating to the provision of health care services to Patients, the cost of such services, and payments received by the parties from Patients (or from others on their behalf) and, to the financial condition of the parties. Such records described herein shall be maintained at least four (4) years from the end of the Contract year.

All records of the parties 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, County and Contractor have duly executed this Agreement as of the dates set out beneath their respective signatures.

CONTRACTOR: Regents of the University of California

(signature)

By: 

Title: Vice Dean

Date: 11-16-02

COUNTY:

(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 Plastic Surgery, 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.

3. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at San Mateo Medical Center. 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 Medical Center Staff Bylaws, and maintain such active staff status as a condition of the Agreement. Activities shall be credited as clinical work and shall not add to or exceed contracted time.
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. On alternating weeks provide one-full day coverage of plastic surgery clinic on one week and provide one-half day coverage of a concurrent plastic surgery clinic and operating room on the other week. Operating room activities are scheduled to start as first case in the morning.
8. Contractor shall provide emergency room coverage with response by telephone 24 hours per day and seven (7) days per week. Contractor shall provide Emergency Room consultation in person where medically indicated, including performance of indicated procedures and surgeries on an emergency basis.
9. If the Contractor is required to provide more than six (6) consultations in person to the Emergency room in a six (6) month period, schedule B may be renegotiated.
10. Contractor shall care for inpatients after surgical procedures, and provide requested consultation, as dictated by standard surgical procedures practice and rules and regulations of the medical staff.

SCHEDULE B - Payments

1. Contractor shall be paid a fixed rate of ONE HUNDRED EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$108,700) per year to be paid in twelve monthly installments.
2. Additionally, Contractor will be paid, upon presentation of the relevant documentation and invoice, TWO HUNDRED DOLLARS (\$200) per inpatient encounter, not to exceed 25 such encounters per year. One inpatient encounter is defined as an evaluation of any inpatient in one day. If inpatient encounters exceed 25 in a single fiscal year, Schedule B may be negotiated by mutual agreement.
3. Total payment for services under this agreement will not exceed ONE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED DOLLARS (\$113,700).

SCHEDULE C - Billing Requirements

All Contractor's shall be obligated to comply with the following billing provisions:

A. OUTPATIENT

Contractor shall submit to County 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

“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 County within three calendar days from date of service

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

County will attach a RAF with encounter form where appropriate.

B. INPATIENT (includes Same Day Surgery and Observation)

Submission to County 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 County within three calendar days of date of service.

“Additional documentation” shall mean:

- Discharge summary is completed in the time and manner specified in the Medical Staff Bylaws
- Operative notes are complete in the time and manner specified in the Medical Staff Bylaws
- History and Physical is complete in patient chart
- Short Stay/Admission form completed with CPT for all surgeries

SCHEDULE D - Non-Discrimination

Contract between County of San Mateo and **The Regents of the University of California**, hereinafter called "Contractor."

- A. No person shall, on the grounds of race, color, creed, national origin, religious affiliation or non-affiliation, sex, sexual orientation, marital status, age (over forty (40)), disability, medical condition (including but not limited to AIDS, HIV positive diagnosis, or cancer), political affiliation or union membership be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.
- B. Contractor shall insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies shall be made available to County upon request.
- C. Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting a signed letter of assurance (Attachment I) of compliance. Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Regents, University of California
Contact Person: Adriana Candido
Address: 513 Parnassus Avenue, Room S-321
San Francisco, CA 94143-0510
Phone Number: 415-476-5099 Fax Number: 415-476-1734

II Employees

Does the Contractor have any employees? x Yes ___ No

Does the Contractor provide benefits to spouses of employees? x 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. (same sex only).
- 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 5th day of November, 2002 at San Francisco, CA
(City) (State)



Signature

Robert Duca, CAO, Dept. of Surgery

Name (Please Print)

Title

Contractor Tax Identification Number

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: June 13, 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: The Regents of the University of California

DO THEY TRAVEL: No

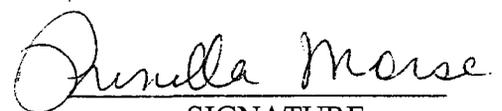
PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): The Regents of the University of California will provide plastic surgery services to San Mateo County Hospital and Clinics' patients.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	<u>\$1m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Motor Vehicle Liability:	<u>\$1</u>	<u>_____</u>	<u>✓</u>	<u>_____</u>
Professional Liability:	<u>\$1m</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>
Worker's Compensation:	<u>statutory</u>	<u>✓</u>	<u>_____</u>	<u>_____</u>

REMARKS/COMMENTS:


SIGNATURE

This certificate is issued to:

San Mateo County Health Center
222 W. 39th Avenue
San Mateo, CA, 94403

COUNTY OF

HEALTH &
Hospital and Clin

MEMOR

UNIVERSITY CERTIFICATE (

This is to certify that the University of C

Type of Coverage
I. GENERAL LIABILITY Each Occurrence Products and Completed Operations Aggregate Personal and Advertising Injury General Aggregate (Bodily Injury & Property Damage)
II. AUTOMOBILE LIABILITY: Vehicle owned, Non-owned and Hired
III. SPECIAL TERMS & CONDITION 1. This certificate is issued in connection with the agreement between the Regents of the University of California and self-insurance programs whereby UCSF's Department of Surgery will provide 2. The insurance evidenced herein follows the provisions of the University of California and self-insurance programs of the President, Office of Risk Management, which do not include coverage for claims not caused by the negligent acts or omissions of its employees, but which are included in its clause with broader provisions than required under:

Date: June 13, 2002
 To: Priscilla Morse, Risk Management
 From: Tere Larcina, Hospital and Clinic
 Subject: Contract Insurance Approval

CONTRACTOR: The Regents of the University of California

DO THEY TRAVEL: No

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): The Regents of the University of California provide medical services to San Mateo County Hospital and Clinic.

COVERAGE:

	Amount:
Comprehensive Liability:	\$1m
Motor Vehicle Liability:	\$1m
Professional Liability:	\$1m
Worker's Compensation:	statutory

REMARKS/COMMENTS:

Should any of the above described programs of self-insurance be shown below, The Regents of the University of California is the certificate holder.

Date Issued: November 06, 2002
 Certificate Expires: March 31, 2003

No: M # 02-0079

UNIVERSITY OF CALIFORNIA, SAN FRANCISCO
RISK MANAGEMENT
505 PARNASSUS AVENUE, ROOM M-175
SAN FRANCISCO, CA 94143-0208
(415) 353-1842

This Certificate is issued to:
County of San Mateo
222 W. 39th Avenue
San Mateo, CA 94403
Attention: Tere Larcina

**UNIVERSITY OF CALIFORNIA
CERTIFICATE OF SELF-INSURANCE
PROFESSIONAL MEDICAL & HOSPITAL LIABILITY**

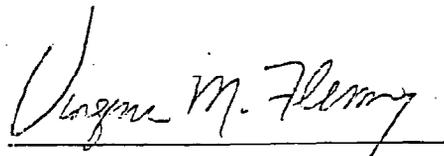
(Bodily Injury, Property Damage, and Personal Injury Arising From Acts or Omissions in the Course and Scope of Employment as Defined by the California Tort Claims Act Only)

Type of Coverage	Limits
I. SELF-INSURED RETENTION: (Funded)	\$ 2,000,000 each occurrence
II. SPECIAL TERMS & CONDITIONS:	
1. This certificate is issued in connection with patient care services provided by UCSF physicians & healthcare practitioners in accordance with the terms and conditions of the Agreement between the Regents of the University of California through its UCSF Department of Surgery and the County of San Mateo.	
2. It should be expressly understood, however, that the intent of the insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of The Regents of the University of California, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its officers, agents, or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this certificate.	
3. The provisions under Paragraph (1) of this Section II., therefore, shall apply to claims, costs, injuries, or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of The Regents of The University of California, its officers, agents, or employees.	

Should any of the above described insurance programs be modified or canceled before the expiration date show below, The Regents of the University of California will give 30 days written notice to the named certificate holder.

DATE ISSUED: July 1, 2002

DATE EXPIRES: April 1, 2003



Virginia M. Fleming
UCSF Risk Management

cc: Rob Duca, Box 0104