

**Professional Services Agreement  
Between the County of San Mateo and  
Regents of the University of California  
For General, Vascular and Thoracic 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, research 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 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'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 with cause including but not limited to those items specified in section 3.3.1, 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 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.

#### **1.6 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).
- 1.7.6 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 Representative is convicted 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 July 1, 2002 (the "Effective Date") and shall continue for three 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 30th day of June, 2005.

#### **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**

Any Contractor's Representative 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 Three 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 Three Million Dollars (\$3,000,000.00) 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 Three Million Dollars (\$3,000,000.00) per occurrence.
  2. General Liability Self-Insurance Program with a limit of Three Million Dollars (\$3,000,000.00) 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 39<sup>th</sup> 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 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**

Contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

**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 County, and to Government Officials as may be necessary for compliance by County with all applicable provisions of all state and federal laws governing County. 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, President UCSF Medical C

Date: 3-2-03

**COUNTY: County of San Mateo**

\_\_\_\_\_  
(signature)

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

Attest:

By \_\_\_\_\_  
Clerk of Said Board

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

## SCHEDULE A - Services

### GENERAL SURGERY

#### **Responsibilities & Expectations**

1. Provision of professional services including inpatient, outpatient, and emergency care. The area of coverage within the field of General Surgery will include surgical diseases of the gastrointestinal tract, liver, pancreas, intra-abdominal organs, breast, endocrine glands and skin and soft tissues.
2. Provision of 14 hours of General Surgery outpatient clinic sessions per week conducted largely at the San Mateo Medical Center Outpatient clinics. Development of an additional 4 hours in an outpatient clinic at an off-site location which may include Daly City, South San Francisco, Menlo Park or Redwood City.
3. UCSF general surgeons will have operating room block time designated so the performance of elective General Surgical procedures can be conducted at least four half-days per week.
4. Provision of Emergency Department and Inpatient consultation 24 hours-per-day/7 days-a-week/365 days-a-year, including performance of surgical procedures as determined necessary by the Division of General Surgery.
5. Provision of inpatient post-operative care as dictated by standard surgical practice and in compliance with all San Mateo Medical Center medical staff requirements for the general practice of medicine at the center.
6. Where annual volume exceeds 125% of "baseline volume", Schedule B, "Compensation", will be re-negotiated. "Baseline volume", based on calendar year 2001 data (provided by SMMC), is defined as: 1002 operative cases, 4540 outpatient visits, and 204 after-hours operating room cases annually. If volume exceeds 125% in any one of these three baseline measures, contractor shall have the option to renegotiate Schedule B. Annual volume may be projected, and used as a basis for re-negotiation at six-month intervals.
7. The formula used to determine additional compensation for volume that exceeds 125% will be mutually developed within 3 months of ratification of this contract.

## SAN MATEO MEDICAL CENTER

### **Responsibilities & Expectations**

1. Provision of clerical support for the administration of the General Surgical Division. This will include secretarial support for the Chief of Surgery as well as a full-time, dedicated person responsible for scheduling operations and interfacing between the General Surgical Division and the Operating Room.
2. The medical center will provide a full-time nurse practitioner/physician assistant/physician extender to cover the Surgery service. This individual will provide assistance in the coordination and direct administration of patient care commensurate with their level of experience. This individual will be responsible to the Surgery Service and will be shared between General, Vascular and Thoracic Surgery.

## VASCULAR SURGERY

### **Responsibilities & Expectations**

1. Provision of professional services in the Division of Vascular Surgery including inpatient, outpatient, and emergency care. Said vascular surgery services will include the treatment of surgical diseases of the venous and arterial vascular systems. Vascular Surgery will perform vascular access procedures for long term hemodialysis and IV access which can be performed on a semi-elective basis. These procedures will be performed in areas of the medical center as determined by Vascular Surgery and will include but not be limited to the Operating Room or Department of Radiology.
2. Provision of 4 hours of Vascular Surgery outpatient clinic sessions per week at the San Mateo Medical Center Outpatient clinics. Development of an additional 4 hours for a Vascular Specialty outpatient clinic at an off-site location which may include Daly City, South San Francisco, Menlo Park or Redwood City.
3. Performance of vascular arteriography and vascular interventional radiological procedures at SMMC during a 4 hour period of time on a day of the week other than the outpatient clinic day.
4. UCSF vascular surgeons will have one half-day per week of operating room block time designated for the performance of elective Vascular Surgical procedures. Vascular surgical procedures may also be performed in the Interventional Radiology suite as dictated by the Vascular Surgery Service.
5. Provision of Emergency Department and Inpatient consultation 24 hours-per-day/7 days-a-week/365 days-a-year, including the performance of surgical procedures as determined necessary by the Division of Vascular Surgery.

6. Provision of inpatient post-operative care as dictated by standard surgical practice, with assistance from the General Surgery division, and in compliance with all San Mateo Medical Center medical staff requirements for the general practice of medicine at the center.
7. Where annual volume exceeds 50% of "baseline volume", Schedule B, "Compensation", will be re-negotiated. "Baseline volume" will be twice the number of Vascular Surgery cases (elective operating room cases and after-hours (after 3:00pm) cases, excluding percutaneous and open vascular access procedures) that were performed from July 1, 2002 – December 31, 2002. "Baseline volume", based on this 2002 data (provided by SMMC), is defined as 62 operative cases. If volume exceeds 50% in any one of these two baseline measures, contractor shall have the option to renegotiate Schedule B. Annual volume may be projected, and used as a basis for re-negotiation at six-month intervals.

## **SAN MATEO MEDICAL CENTER**

### **Responsibilities & Expectations**

1. The medical center will provide radiology support personnel, including a trained radiology technician, and nursing personnel skilled in conscious sedation, that will be available in the radiology suite during the performance of interventional radiological procedures and supply all the necessary tools and vascular interventional equipment.
2. The medical center will provide a full-time nurse practitioner/physician assistant/physician extender to cover the Surgery service. This individual will provide assistance in the coordination and direct administration of patient care commensurate with their level of experience. This individual will be responsible to the Surgery Service and will be shared between General, Vascular and Thoracic Surgery.

## **THORACIC SURGERY**

### **Responsibilities & Expectations**

1. Provision of professional services in the Division of Thoracic Surgery including inpatient, outpatient, and emergency care. The area of coverage within the field of Thoracic Surgery will include surgical diseases of the lung, thorax and mediastinum. The development of a Thoracic Surgery program at the SMMC will be in conjunction with the overall development of a comprehensive thoracic surgery program. This will include referral services for complex procedures and multi-disciplinary care for lung and mediastinal diseases. There will be no on site provision of services for operations on the heart and great vessels.

2. Provision of 2 hours of a Thoracic Surgery outpatient clinic session per week at the San Mateo Medical Center Outpatient Clinic.
3. Thoracic surgeons will have operating room block time shared with General Surgery so the performance of elective Thoracic Surgical procedures can be conducted at least one half-day per week.
4. Provision of Emergency Department and Inpatient consultation 24 hours-per-day/7 days-a-week/365 days-a-year, including performance of surgical procedures as determined necessary by the Division of Thoracic Surgery.
5. Provision of inpatient post-operative care as dictated by standard surgical practice with assistance from the Division of General Surgery and in compliance with all San Mateo Medical Center medical staff requirements for general practice of medicine at the center.

## **SAN MATEO MEDICAL CENTER**

### **Responsibilities & Expectations**

1. The medical center will provide a full-time nurse practitioner/physician assistant/physician extender to cover the Surgery service. This individual will provide assistance in the coordination and direct administration of patient care commensurate with their level of experience. This individual will be responsible to the Surgery Service and will be shared between General, Vascular and Thoracic Surgery.

## SCHEDULE B -- Payments

### GENERAL SURGERY AND THORACIC SURGERY

Total payment for services under this agreement shall not exceed TWO MILLION, SEVEN HUNDRED AND SEVENTEEN THOUSAND DOLLARS (\$2,717,000).

### VASCULAR SURGERY

Total payment for services under this agreement shall not exceed FOUR HUNDRED, EIGHTY-THREE THOUSAND, FOUR HUNDRED DOLLARS (\$483,400).

1. Amount/Rate of Compensation

July 1, 2002-March 31, 2003

The Department of Surgery, University of California shall be paid for the provision of professional services as outlined in Schedule A – Services. UCSF will be paid a flat payment of \$429,585.

April 1, 2003 – June 30, 2003

The Department of Surgery, University of California, San Francisco shall be paid for the provision of professional services as outlined in Schedule A – Services. UCSF will be paid a quarterly payment of \$262,501. The amount to each participating physician shall be determined monthly by the Department of Surgery, UCSF.

July 1, 2003 – June 30, 2005

The Department of Surgery, University of California, San Francisco shall be paid for the provision of professional services as outlined in Schedule A – Services. UCSF will be paid a quarterly payment of \$272,500. The amount to each participating physician shall be determined monthly by the Department of Surgery, UCSF.

2. Additional Compensation Provisions (if any)

- (a) Without limiting any right or remedy of the County, in the event that Physician fails to provide, because of disability or other unavailability, a portion of the services required of Physician by this agreement, the County may equitably pro-rate the compensation payable hereunder.
- (b) If this agreement terminates in the middle of a payment time period, the County shall pro-rate the compensation payable for such payment period.

- (c) Any County obligation set forth above to compensate Physician on a fee for service bases is contingent upon Physician submitting clean, uncontested claims in such form and with such information as reasonably required by County.
- (d) The County retains the right to audit payments, correct for any errors, and offset any overpayments by offsets against compensation payable to Physician (as a non-limiting remedy).



## SCHEDULE C - Billing Requirements

All Contractor's representatives 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 operations

### 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: The Regents of The University of California  
 Contact Person: Adriana Candido  
 Address: 513 Parnassus, S-320  
San Francisco, CA 94143-0104  
 Phone Number: 415-476-5099 Fax Number: 415-476-1734

#### 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)

Contract provides health and retirement benefits to spouses and domestic partners.

- 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 16 day of July, 2002 at San Francisco, CA  
(City) (State)

Adriana Candido  
Signature

Adriana Candido  
Name (Please Print)

Human Resources Manager  
Title

COUNTY OF SAN MATEO

SAN MATEO MEDICAL CENTER  
Department of Hospital and Clinics

MEMORANDUM

Date: March 6, 2003  
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: Regents of the University of California

DO THEY TRAVEL:

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): The Regents of the University of California will provide General Vascular and Thoracic Surgery Services at San Mateo Medical Center.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$3/10m	✓	_____	_____
Motor Vehicle Liability:	_____	_____	✓	_____
Professional Liability:	\$3/10m	✓	_____	_____
Worker's Compensation:	Statutory	✓	_____	_____

REMARKS/COMMENTS:

*Priscilla Morse*  
SIGNATURE

**BETA HEALTHCARE GROUP**  
A Public Entity  
**CERTIFICATE OF COVERAGE**

This is to certify that *Healthcare Entity Comprehensive Liability Coverage* is in effect for the Member named below, subject to the provisions of the Coverage Contract designated.

**MEMBER:** San Mateo County Health Services Agency

**RE:** Evidence of Healthcare Entity Professional Liability, Bodily Injury & Property Damage Liability, Personal Injury and Advertising Injury Liability, and Employee Benefit Liability coverage.

**Certificate Number:** C-02-068

**Effective Date:** 7/1/02 at 12:01 a.m.

**Expiration Date:** 7/1/03 at 12:01 a.m.

**Retroactive Date:** 7/1/94

**Coverage Form:** Claims Made And Reported

**LIMIT OF LIABILITY**

Healthcare Entity Comprehensive Liability Coverage

\$40,000,000	Per Claim (except as provided by Amendment)
\$40,000,000	Aggregate

**DEDUCTIBLE**

\$10,000	Per Claim (except as provided by Amendment)
NONE	Aggregate

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Coverage Contract.

**CERTIFICATE HOLDER**

FOR INFORMATION ONLY

**CANCELLATION**  
Should the above described Coverage Contract be canceled by BETA HEALTHCARE GROUP before the expiration date thereof, BETA HEALTHCARE GROUP will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETA HEALTHCARE GROUP, its agents or representatives.

By J. Scott Johnson  
Authorized Representative of BHG

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/29/02

**PRODUCER**  
Arthur J. Gallagher & Co. Ins.  
Brokers of CA Inc Lic.#0726293  
One Market Spear Twr Ste 200  
San Francisco, CA 94105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
County of San Mateo  
Mail Stop EPS163  
455 County Center, 5th Floor  
Redwood City, CA 94063-1663

INSURER A: Insurance Company of the State of PA  
INSURER B: Lexington Insurance Co.  
INSURER C: Newmarket Underwriters Insurance Co.  
INSURER D: Continental Casualty Company  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Public Entity <b>Error/Omissions</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	47023497 Excess of \$250,000 SIR	05/22/02	05/22/03	EACH OCCURRENCE \$5,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMP/OP AGG \$5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	47023497 Excess of \$250,000 SIR	05/22/02	05/22/03	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$None	8539827 NU8539827	05/22/02	05/22/03	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> <input checked="" type="checkbox"/> OTHER	W128585717A Excess of \$500,000 SIR	05/22/02	05/22/03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000 Excess WC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER</b>	<b>CANCELLATION</b>
For Policy Information Only		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Cecil B. Jacob</i>

## **IMPORTANT**

If the certificate holder is an ~~ADDITIONAL INSURED~~, the ~~policy(ies) must be endorsed~~. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If ~~SUBROGATION IS WAIVED~~, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.