

**AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ON-CALL THERAPISTS, INC.**

THIS AGREEMENT, entered into this ____ day of _____, 2004,
by and between the COUNTY OF SAN MATEO (hereinafter called "County") and
On-Call Therapists, Inc. (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 20, 2002, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. All references to San Mateo County Health Center shall be amended to read "San Mateo Medical Center" and all references to Chief Executive Officer of Hospital and Clinics shall be amended to read "Chief Executive Officer of San Mateo Medical Center".
2. Section 4, Hold Harmless, of the Original Agreement is hereby amended to read as follows:

"4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code."

3. Section 10, Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

"10 Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance."

4. Section 12, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

12. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2002 through June 30, 2005. This Agreement may be terminated by Contractor, Chief Executive Officer of San Mateo Medical Center or her designee at any time upon (30) days' written notice to the other party.

5. Schedule A and B of the Original Agreement is hereby amended to read as follows:

**"Schedule A
Services**

For payment as specified in Schedule B, Contractor shall provide the following services at County's request:

- A. Physical Therapists, Occupational Therapists, Speech Therapists, Physical Therapy Assistants and Certified Occupational Therapy Assistants shall be supplied for services to be performed at San Mateo Medical Center on a daily "on-call" basis as needed by County.
- B. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- C. Contractor shall provide experienced and qualified personnel to carry out the work required under this Agreement. County can reject personnel at any time at the total discretion of appropriate San Mateo Medical Center staff. County shall provide Contractor's personnel with orientation material for San Mateo Medical Center. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics prior to assignment. County will provide department-specific material for orientation at the worksite. Personnel provided by Contractor shall have the following minimum qualifications:

1. Physical Therapist: Current valid California Licensure as a Physical Therapist.
 2. Occupational Therapist: Current Valid California Licensure as an Occupational Therapist.
 3. Physical Therapy Assistant: Current Valid California Certification as a Physical Therapy Assistant.
 4. Certified Occupational Therapy Assistant: Current Valid California Certification as a Certified Occupational Therapy Assistant.
 5. Certified Speech Pathologist: Current, Valid California Licensure and National Certification.
 6. Appropriate skills for the assignment with experience in a comparable setting within the last three (3) years, unless preapproved by the Director of Rehabilitation Services.
- D. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.
- E. Contractor shall provide verification of current licensure, CPR certification, appropriate skills, health screening and orientation of each employee upon request of County.

Schedule B
Payments

For services specified in Schedule A, County shall pay Contractor based on the following fee schedule:

A. Rate Schedule Effective July 1, 2002 to June 30, 2004

On-Call Therapists, Inc.		
	W/day	W/end
Registered Physical Therapist	52.00	55.00
Registered Occupational Therapist	52.00	55.00
Physical Therapy Assistant	40.00	42.00
Certified Occupational Therapy Assistant	40.00	42.00

B. Rate Schedule Effective July 1, 2004 to June 30, 2005

On-Call Therapists, Inc.		
	W/day	W/end
Registered Physical Therapist	56.00	59.00
Registered Occupational Therapist	56.00	59.00
Speech Therapist	56.00	59.00
Physical Therapy Assistant	43.00	46.00
Certified Occupational Therapy Assistant	43.00	46.00

C. Minimum Assignment Hours

1. A full-day request is comprised of a minimum of six (6) working hours excluding the required half-hour lunch and includes two (2) ten (10) minute breaks. A half-day request is comprised of a minimum of four (4) working hours and includes one (1) ten (10) minute break. County shall specify which type of coverage needed when placing a request to Contractor.
2. For hours in excess of eight (8) in one day or forty (40) hours in one week, the rate shall be at one and one-half (1-1/2) times the usual rate. Contractor reserves the right to change, alter, or amend its fee schedule at any time upon thirty (30) days written notice to San Mateo Medical Center and such event the then current fee schedule of Contractor as altered, changed or amended shall be deemed to be part of this Agreement.

D. Cancellation of Scheduled Therapist

San Mateo Medical Center shall be responsible for notifying before 4 p.m., of the cancellation of a therapist scheduled for the following day. Otherwise, the County will be charged the four (4) hour minimum.

- E. Payment for services rendered shall be due and payable within thirty (30) days of receipt of invoice.

F.. Hiring

In the event the County wishes to hire an employee of Contractor for its staff, the following options are available: 1) Contractor will receive a commission of \$6,000 or 2) San Mateo Medical Center will continue to use the therapist through Contractor for an additional fifty (50) working days (not calendar days). Either option comes into effect after the therapist's current assignment is completed with County's facility. This agreement is applicable to any therapist referred to San Mateo Medical Center by Contractor, regardless of the hiring status; i.e., part-time, full-time, on-call, weekends, and is in effect for twelve (12) months following the last day of the therapist's most recent County assignment.

6. Schedule H, Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements is hereby added to this agreement:

**“Attachment H
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements**

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- (a) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- (b) Individual. “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a person representative in accordance with Section 164.502(g).
- (c) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

- (d) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- (e) *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- (f) *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

Obligations and Activities of Contractor

- (a) Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (d) Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (f) If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- (g) If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

- (h) Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- (i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Contractor agrees to provide to County or an Individual in the time and manner designed by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- (a) County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- (c) County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or

disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- (a) Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- (A) *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (B) *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (C) *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- (D) *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.”

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of August 20, 2002, be amended accordingly.

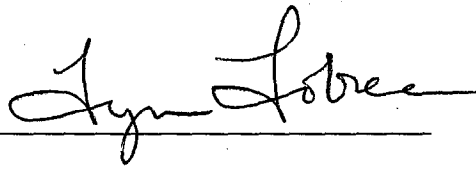
IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

ON-CALL THERAPISTS, INC.

By: _____

Mark Church, President,
Board of Supervisors
San Mateo County

By: 

Date: _____

Date: 6-17-04

ATTEST:

By: _____

Clerk of Said Board

Date: _____

COUNTY OF SAN MATEO

HEATH SERVICES
Hospital and Clinics Division

MEMORANDUM

Date: June 6, 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: On-Call Therapists, Inc.

DO THEY TRAVEL: No.

PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES: More than one.

DUTIES (SPECIFIC): Contractor shall provide licensed Physical Therapists, certified Physical Therapy Assistants, Physical Therapy Aides, registered Occupational Therapists, certified Occupational Therapy Assistants, and licensed Speech/Language Pathologists as described in Schedule A.

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

REMARKS/COMMENTS:


SIGNATURE

05/01
MEMFORM

MEMORANDUM OF INSURANCE

ISSUE DATE (MM/DD/YY)
06/01/04

PRODUCER

MARSH Affinity Grp. Svcs.
a svc. of SEABURY & SMITH
1440 RENAISSANCE DRIVE
PARK RIDGE, IL 60068
1-800-503-9230

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

COMPANY AFFORDING COVERAGE

COMPANY LETTER **A CHICAGO INSURANCE COMPANY**

INSURED

ON-CALL THERAPISTS, INC.
7700 EDGEWATER DR., SUITE 801
OAKLAND, CA 94621-3022

36-339

REFLECTS COVERAGE IN EFFECT ON ABOVE "ISSUE DATE"

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

CO LTR	TYPE OF INSURANCE	CERTIFICATE NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY X X OCCR.		05/11/2004	05/11/2005	GENERAL AGGREGATE \$ 3,000, PRODUCTS-COMP/OPS AGGREGATE \$ N/A PERSONAL & ADVERTISING INJURY \$ INCL EACH OCCURRENCE \$ 1,000, FIRE DAMAGE (ANY ONE FIRE) \$ INCL MEDICAL EXPENSE (ANY ONE PERSON) \$ N/A COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	AUTOMOBILE LIABILITY				
	NON-OWNED AUTOS				
A	PROFESSIONAL LIABILITY PHYSICAL THERAPIST		05/11/2004	05/11/2005	1,000,000/INCIDENT 3,000,000 AGGREGATE

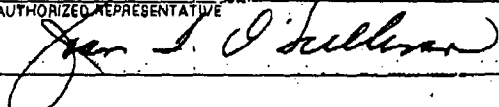
DESCRIPTION OF OPERATIONS/LOCATIONS/COVERED PERSONS/SPECIAL ITEMS MEMORANDUM HOLDER IS NAMED AS AN ADDITIONAL INSURED, BUT ONLY AS RESPECTS TO CLAIMS ARISING OUT OF THE SOLE NEGLIGENCE OF THE PERSONS INSURED UNDER THE PROVISIONS OF THIS POLICY.

MEMORANDUM HOLDER

FAX: 510-569-9886
ATTN: T. LARCINA
SAN MATEO MEDICAL CENTER
222 W. 39TH AVE.
SAN MATEO, CA 94403

SHOULD THE ABOVE DESCRIBED CERTIFICATE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE MEMORANDUM HOLDER NAME TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

JOAN E. O'SULLIVAN 06/01/04
AUTHORIZED REPRESENTATIVE



**AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PREFERRED HEALTHCARE REGISTRY, INC.**

THIS AGREEMENT, entered into this ____ day of _____, 2004,
by and between the COUNTY OF SAN MATEO (hereinafter called "County") and
Preferred Healthcare Registry, Inc. (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on August 20, 2002, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. All references to San Mateo County Health Center shall be amended to read "San Mateo Medical Center" and all references to Chief Executive Officer of Hospital and Clinics shall be amended to read "Chief Executive Officer of San Mateo Medical Center".
2. Section 4, Hold Harmless, of the Original Agreement is hereby amended to read as follows:

"4. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code."

3. Section 10, Compliance with Applicable Laws, of the Original Agreement is hereby amended to read as follows:

"10 Compliance with laws; payment of Permits/Licenses.

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance."

4. Section 12, Term of the Agreement, of the Original Agreement is hereby amended to read as follows:

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- A. Physical Therapists, Occupational Therapists, Speech Therapists, Physical Therapy Assistants, and Certified Occupational Therapy Assistants shall be supplied for services to be performed at San Mateo Medical Center on a daily "on-call" basis as needed by County.
- B. It is intended that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other facilities while it is under contract with County.
- C. Contractor shall provide experienced and qualified personnel to carry out the work required under this Agreement. County can reject personnel at any time at the total discretion of appropriate San Mateo Medical Center staff. County shall provide Contractor's personnel with orientation material for San Mateo Medical Center. Contractor shall provide orientation to staff including, but not limited to, infection control review, electrical safety, fire safety, and body mechanics prior to assignment. County will provide department-specific material for orientation at the worksite. Personnel provided by Contractor shall have the following minimum qualifications:

1. Physical Therapist: Current valid California Licensure as a Physical Therapist.
 2. Occupational Therapist: Current Valid California Licensure as an Occupational Therapist.
 3. Physical Therapy Assistant: Current Valid California Certification as a Physical Therapy Assistant.
 4. Certified Occupational Therapy Assistant: Current Valid California Certification as a Certified Occupational Therapy Assistant.
 5. Certified Speech Pathologist: current, Valid California Licensure and National Certification.
 6. Appropriate skills for the assignment with experience in a comparable setting within the last three (3) years, unless preapproved by the Director of Rehabilitation Services.
- D. Contractor certifies that all personnel assigned to County's facilities meet the appropriate physical examination requirements as stated in Title 22 of the California Administrative Code, Division 5, Licensing and Certification of Health and Facilities and Referral Agencies.
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Schedule B
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	W/day	W/end
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2. For hours in excess of eight (8) in one day or forty (40) hours in one week, the rate shall be at one and one-half (1-1/2) times the usual rate. Contractor reserves the right to change, alter, or amend its fee schedule at any time upon thirty (30) days written notice to San Mateo Medical Center and such event the then current fee schedule of Contractor as altered, changed or amended shall be deemed to be part of this Agreement.

D. Cancellation of Scheduled Therapist

San Mateo Medical Center shall be responsible for notifying before 12:00 noon, of the cancellation of a therapist scheduled for the following day. Otherwise, the County will be charged the four (4) hour minimum.

- E. Payment for services rendered shall be due and payable within thirty (30) days of receipt of invoice.

F. Hiring

In the event the County wishes to hire an employee of Contractor for its staff, the following options are available:

- 1) County will pay Contractor 20% of the annual rate or
- 2) San Mateo Medical Center will continue to use the therapist through Contractor for an additional seven hundred forty (740) hours. Either option comes into effect after the therapist's current assignment is completed with County's facility. This agreement is applicable to any therapist referred to San Mateo Medical Center by Contractor, regardless of the hiring status; i.e., part-time, full-time, on-call, weekends, and is in effect for twelve (12) months following the last day of the therapist's most recent County assignment.

6. Schedule H, Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements is hereby added to this agreement:

**“Attachment H
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- (c) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.

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- (e) *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
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Obligations and Activities of Contractor

- (a) Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- (b) Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- (d) Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- (e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- (f) If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- (g) If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

- (h) Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- (i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- (j) Contractor agrees to provide to County or an Individual in the time and manner designed by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

Obligations of County

- (a) County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- (b) County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- (c) County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or

disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

Duties Upon Termination of Agreement

- (a) Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- (b) In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

Miscellaneous

- (A) *Regulatory References.* A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (B) *Amendment.* The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (C) *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- (D) *Interpretation.* Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of August 20, 2002, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

PREFERRED HEALTHCARE REGISTRY, INC.

By: _____
Mark Church, President,
Board of Supervisors
San Mateo County

By: Alma Rater
President

Date: _____

Date: 6/28/04

ATTEST:

By: _____
Clerk of Said Board

Date: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
5/4/2004

PRODUCER ACORDIA OF CALIF INSURANCE SERVICES,
15760 VENTURA BLVD
SUITE 1400
ENCINO CA 91436
(818) 377-3800

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
PREFERRED HEALTHCARE REGISTRY INC.
4655 RUFFNER STREET, #270
SAN DIEGO, CA 92111

INSURER A: INSURANCE CO. OF HANNOVER--C.I.C.
INSURER B: State Compensation Insurance Fund
INSURER C: ADMIRAL INSURANCE CO.
INSURER D:
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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	H67P019603	2/5/2004	2/5/2005	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input 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	H67P019603	2/5/2004	2/5/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	H67X019603	2/5/2004	2/5/2005	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	#1637669-02	3/3/2003	3/3/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER PROFESSIONAL LIABILITY--Therapist Registry	#A03PL17000-04	2/5/2004	2/5/2005	EACH CLAIM 1,000,000 AGGREGATE 4,000,000 DEDUCTIBLE 5,000

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

10 DAYS CANCELLATION NOTICE FOR NONPAYMENT OF PREMIUMS.
OPERATIONS: THERAPIST REGISTRY--PHYSICAL, OCCUPATIONAL & SPEECH.
THE FOLLOWING IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY: SAN MATEO MEDICAL CENTER ASSOCIATION PER THE ATTACHED CG20101001.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SAN MATEO MEDICAL CENTER
ATTN: DIANE PROSSER
222 WEST 39TH AVENUE

SAN MATEO

CA 94403

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

James Kaled

POLICY NUMBER: H67P019604

COMMERCIAL GENERAL LIABILITY
CG 20 10 01 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
San Mateo Medical Center
222 West 39th Ave
San Mateo, CA 94403

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

A. **Section II – Who is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insured, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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.