

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of UCSF
MEDICAL CENTER, UCSF CHILDREN'S HOSPITAL and UCSF MEDICAL
GROUP**

THIS AGREEMENT, entered into this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO, SAN MATEO MEDICAL CENTER, hereinafter called "County," and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of UCSF MEDICAL CENTER, UCSF CHILDREN'S HOSPITAL and UCSF MEDICAL GROUP, a California constitutional Corporation, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing diagnostic and tertiary care services not available at San Mateo Medical Center as described in Schedule A.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits.

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

Exhibit A—Services
Exhibit B—Payments and rates
Attachment I 504 Compliance

2 Services to be performed by Contractor.

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments.

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed \$450,000

The maximum County obligation specified in paragraph A is based on projected utilization. If utilization exceeds projections and the County maximum obligation is expended prior to the termination or expiration of this Agreement, Contractor may discontinue services. County may, at its discretion, agree to an amendment whereby its maximum obligation is increased in consideration of Contractor's provision of services that are necessitated by changed projections or increased utilization

Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. All invoices must be submitted to: San Mateo Medical Center, 222 West 39th Avenue, San Mateo, CA 94403, Attn.: Case Management Department. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services. Any tracers or appeals must be submitted to County within three hundred and sixty five (365) days after the date Contractor renders the services. County shall not be obligated to respond to any tracers or appeals submitted by Contractor for services rendered to patients without an authorized referral form. County, in accordance with California Health and Safety Code 1371.8, shall not retrospectively deny payment of Covered Services rendered by Contractor for which Contractor obtained preauthorization from County unless authorized County Patient converts to Medi-Cal and Medi-Cal agrees to reimburse Contractor. County shall pay Contractor for services within forty-five (45) days after receipt of approved billing.

4. Term and Termination.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2003 through December 31, 2005.

This Agreement may be terminated by Contractor, the Chief Executive Officer of San Mateo Medical Center, or his/her designee at any time without a requirement of good cause upon ninety (90) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment that is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds.

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible but no later than sixty (60) days after the county learns of said unavailability of outside funding.

6. Relationship of Parties.

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees. County may not use Contractor's name, trademarks or other proprietary symbols, names and marks in any advertising or other promotional material without the prior written consent of the Contractor.

7. Hold Harmless.

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, agents, or employees.

County shall defend, indemnify and hold Contractor, 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 of omissions of County, its officers, agents, or employees

8. Assignability and Subcontracting.

Neither Contractor nor County shall assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by under this Agreement without the prior written consent of the other party. Any such assignment or subcontract without prior written consent shall give the other party the right to automatically and immediately terminate this Agreement.

9. Insurance.

Contractor and County agree that each party will maintain in force, throughout the term of this Agreement, a program of insurance and/or self-insurance of sufficient scope and amount to permit each party to discharge promptly and obligations each incurs by operation of this Agreement. A certificate of insurance is not required from either party.

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 laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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

The parties shall comply with all applicable laws in the performance of the Agreement. In the event of a conflict between the terms of this agreement and applicable 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.

11. Non-Discrimination. *(Deleted in consideration of Contractor's status as a public entity and agency of the State of California.)*

12. Retention of Records.

Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California within the established three (3) year time frame. Contractor shall have no obligation to release to County patient-identifying information except with patient consent, where appropriate under applicable laws. Subject to the foregoing, County shall at all times be entitled to receive Patient information for limited purposes to determine and/or continue treatment protocols, responsibility for payment for services and for utilization review and quality assurance activities as provided in this Agreement. Contractor shall have no obligation to release to County any non-patient-identifying information that is otherwise confidential and proprietary to Contractor; provided, however, that Contractor may in its discretion furnish such information to County upon condition that County shall not disclose such information to any third party or parties without Contractor's express written consent, except as required by law. The parties acknowledge and agree that any County committee that reviews the quality of medical services rendered by Participating Physicians or other Contract Providers shall act in the capacity of a "peer review committee" for purposes of applicable law. For purposes of this section, "quality of medical services" shall include, without limitation, matters involving utilization management and review, and compliance with requirements, rules or regulations of County relating to the delivery, quality or appropriateness of medical care provided to Patients. Except as otherwise provided by law, the immunities provided to peer review committees under applicable provisions of the California Civil and Health and Safety Codes shall apply to any such County committee, including County's governing body, when performing the function described in the first sentence of this Section 12. County recognizes that the records and proceedings of Provider committees responsible for the evaluation and improvement of quality of care are privileged and protected under Section 1157 of the California Evidence Code, and, accordingly, County shall maintain the confidentiality of all Contractor peer review information to which it may gain access by virtue of this Agreement, and shall assert all privileges against discovery and otherwise that are afforded under law to such information, in the same manner and to the same degree as Contractor could so assert if such information were in Contractor's possession. All access by County to the foregoing information is provided in recognition of County's responsibilities under Section 1370 of the California Health and Safety Code to establish procedures for continuously reviewing quality of care and related matters of its contracting providers, and County shall not disclose any information obtained from Contractor hereunder except as expressly approved by Contractor or as may be required by law. County and Contractor agree to follow Contractor's attached Audit Policy (see Attachment II – Audit Policy).

13. Merger Clause.

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

14. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California

15. Notices.

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Valerie Yv. Woolsey
Director, Payor and Provider Contracting
San Mateo Medical Center
222 W. 39th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Patricia Hobart
Manager, Hospital Contracting
UCSF Medical Center
2300 Harrison Street
San Francisco, CA 94143-0940

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

UCSF MEDICAL CENTER

approved Board of Faculty

By: *[Signature]*
Kenneth M. Jones
Chief Financial Officer
UCSF Medical Center

Date: 2/18/05

UCSF MEDICAL GROUP

By: *Sam Hawgood*
Samuel Hawgood, M.D.
President
UCSF Medical Group

Date: 2/18/05

COUNTY OF SAN MATEO

By: _____
Richard S. Gordon
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. Diagnostic and Tertiary Care Services

- A. In consideration of the payments provided for in Schedule B, paragraph I, of this Agreement, Contractor shall provide the full range of its available diagnostic and therapeutic services on a 24 hour/7 days a week basis to medically indigent patients referred in writing by County, subject to the provision of Schedule B, paragraph I.
- B. In the event that the patient must be hospitalized in Contractor's facility, Contractor's medical staff shall confer with San Mateo Medical Center medical staff to determine if or when a transfer to San Mateo Medical Center is medically appropriate. Medical records of the patient's stay at Contractor's facility shall accompany the patient.
- C. County shall supply appropriate medical information to Contractor concerning patients referred to Contractor.
- D. The services provided must be specifically referred by a member of San Mateo Medical Center's medical staff and approved by San Mateo Medical Center Administration on a referral form provided by County and will accompany the patient.
- E. County indigents who present at Contractor's facility without being referred in writing by San Mateo Medical Center are expressly excluded from the terms of this Agreement. If a County indigent presents at Contractor's facility, Contractor shall contact San Mateo Medical Center's Admitting Department for transfer and/or authorization.
- F. In the event of the referral of a Medi-Cal pending patient, the County shall have six (6) months to provide proof of eligibility. After this time, the Contractor will be reimbursed at the agreed upon rate.
- G. Nothing herein or contained in County's policies or protocols shall require Contractor to accept services rendered to Patient by other providers in advance of admission except in accordance with Contractor's Medical Staff Bylaws, rules and regulations.

Exhibit "B"

- I In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

**UCSF Medical Center, UCSF Children's Hospital and UCSF Medical Group
Inpatient and O/P Services Contract Rates
For San Mateo Medical Center**

I. Diagnostic and Tertiary Care Services Provided January 1, 2003 -
December 31, 2003

- | | |
|--|--------------------|
| 1. Inpatient Admissions / Surgery | 50% Billed Charges |
| 2. Outpatient Surgery | 50% Billed Charges |
| 3. Outpatient Services | 50% Billed Charges |
| 4. Dermatopathology | 50% Billed Charges |
| 5. O/P Laboratory | 50% Billed Charges |
| 6. Implants/Prosthetics/Orthotics
(including LVADs and stents)
Outpatient Only | 50% Billed Charges |
| 7. Transplants | 50% Billed Charges |

II. Diagnostic and Tertiary Care- Services Provided January 1, 2004 -
December 31, 2005

- | | |
|-----------------------------------|--|
| 1. Inpatient Admissions / Surgery | 80% of attached Exhibit B1 UCSF DRG
rate schedule, as annually amended
Plus applicable pass throughs |
| 2. Outpatient Surgery | 47% of Billed Charges |
| 3. Outpatient Services | 47% Billed Charges |
| 4. Dermatopathology Services | 110% Region 5 Medicare Fee Schedule |
| 5. O/P Laboratory | Region 5 Medicare Fee Schedule |

6 Implants/Prosthetics/Orthotics
(Including LVADs and stents)
Outpatient Only

Cost plus 5%

7 Transplants

Individual Deal Negotiations

Note Rates are exclusive of Professional Services and separately paid for by County at 50% of billed charges.

*Medicare rate will be calculated using the current year Region 5 fee schedule at time service is provided.

The DRG's listed herein represent those currently in use for the procedures shown. Any change, published in the Federal Register, which assigns any of the procedures listed herein to a new or additional DRG shall be considered incorporated into this (payment exhibit) effective as of the effective date indicated for such change(s) in the Federal Register

- A. Rates apply to each approved and authorized day of service and includes payment for all services rendered during the admission including but not limited to: pre-admission services for provider within 24 hours of admission, room, board, nursing care, surgery and recovery suites, equipment, supplies, laboratory, radiology, pharmaceuticals and other services incidental to the admission.
- B. The preceding outpatient surgery rates apply to all services rendered during the surgery including but not limited to: pre-operative outpatient services within 24 hours of the surgery, nursing care, surgery and recovery suites, equipment, supplies, laboratory, radiology, pharmaceuticals and other services incidental to the surgery.
- C. The preceding rates exclude professional services that are not billed under the Contractor's TINs.
- D. The preceding rates apply to all authorized services available from Contractor. Hospital services are described in the hospital services inventory attached as Exhibit I. Laboratory rates will be understood to mean lab services associated with referred patients as well as lab specimen referrals for which no advance case management paperwork will be required.
- E. Pre-admission services provided within 24 hours of admission will be included in the first per diem.
- F. Contractor shall be reimbursed per current HCFA billing guidelines.
- G. Per diem rates exclude hospital-based physician fees.

- H. The services provided must be referred by a member of San Mateo Medical Center's medical staff and authorized by the Case Management Department or Hospital Administration. A valid outside authorized referral form must accompany the patient. County agrees to provide authorization at the time of patient referral. County shall not deny payment of Covered Services rendered by Contractor for failure to obtain the preauthorization required by this Agreement within a 72 hour period of referral if the parties retrospectively agree that such services were medically necessary and would have been approved prospectively had preauthorization been obtained. County agrees to inform and train staff members and physicians regarding the referral and authorization requirements defined in this Agreement. County agrees to notify the Patient, the Patient's physician, and Contractor of all denials of preauthorization at least twenty-four (24) hours before the scheduled commencement of any services hereunder. County agrees to notify Contractor at the time of admission if the patient is a Medi-Cal pending patient.
- I. Contractor shall provide billing for all services performed Contractor shall include the authorization number specific to the service date on all claims. Payment will be denied for those claims where authorization number does not match either date or type of service authorized.
- J. Upon discovery or notification by County, Contractor shall bill all other payors including, but not limited to, Medi-Cal, Medicare, private insurance patients and "full pay" patients. County shall bear no financial responsibility for such patients.
- K. For Medi-Cal patients referred to Contractor by County and Per Medi-Cal guidelines, as the Provider of Service, Contractor must complete and submit a Treatment Authorization Request (TAR) Form 50-1 to the appropriate Medi-Cal field office. County will provide information on the Outside Referral Form that will enable Contractor to complete these TARs.
- L. In the event that a patient referral to Contractor by County under this Agreement is subsequently determined to be eligible for third-party payment, Contractor shall claim against third-party payor and County shall bear no financial responsibility for such patient
- M. In the event of the referral of a Medi-Cal pending patient, the County shall have six (6) months to provide proof of eligibility. After this time, the Contractor will be reimbursed at the rates established in this Exhibit B. If patient is subsequently found eligible for Medi-Cal after payment has been made, San Mateo Medical Center will provide proof of retroactive eligibility to Contractor. Any payment made to Contractor must be reimbursed to San Mateo Medical Center within thirty (30) days of such notification.

The term of this agreement is January 1, 2003 to December 31, 2005. In no event shall total payment exceed \$.450,000

ATTACHMENT II
HOSPITAL AUDIT POLICY

Contractor recognizes the right of a payer to verify that hospital services enumerated on a bill submitted for payment have actually been rendered. We are willing to cooperate fully in billing audits based on good faith business practices. To ensure that billing audits impose minimal administrative burdens for both audit and hospital personnel and does not unduly delay payment of audited claims we have developed the audit policies and procedures shown below.

Notify the Accounts Receivable Department in writing of pending audit:

UCSF Medical Center
Accounts Receivable
Attn: Ann Culhane, Quality Review Services
Box 0810, MCB 300
San Francisco, CA 94143-0810
(415) 353-3735

Provide the following Information at the time of notification:

Name of Patient
Date of Birth
UCSF Patient Number and Medical Record Number
Service Dates
Audit Company and Name of Auditor

Contact the Charge Auditor to arrange an appointment for medical record review:

Telephone: (415) 353-4859
Fax: (415) 353-4810
E-mail: remy.wilson@ucsfmedctr.org

Accounts in audit for more than 90 calendar days without receipt of payment will be dropped from active audit status.

Audit fees will not be assessed on audited accounts.

Off-site audits (desk audits), out patient audits, or audits of accounts with discharge balances of \$20,000.00 or less will not be recognized. Any payer questions or concerns regarding line items on out patient bills or inpatient bills of less than \$20,000.00 are to be processed through Accounts Receivable.

The payer is responsible for ensuring that the necessary authorization regarding the release of medical record information has been provided in writing to the hospital prior to the audit. Accounts in audit for more than 90 calendar days without receipt of authorization will be dropped from active audit status.

The medical record is not to serve as a duplicate patient bill but will be the basis of determining appropriate treatment associated with billed charges that appear on a patient's hospital bill. or to back up each individual charge on the patient's hospital bill. Ancillary department daily charge records, individual service charge tickets, and other sources of information will also serve as evidence that services were provided to the patient.

The purpose of a financial audit is to assure that billed services were actually provided to a patient in compliance with the physician's plan of treatment and that the charges are accurate. Questions regarding medical necessity and "reasonableness" of charges will not be considered in the scope of a financial audit.

An exit interview will be held with the designated hospital representative. At the exit interview, a complete copy of the audit results must be provided. In the event that further documentation is necessary, the hospital will furnish that documentation within 30 days.

When the insurance auditor and the hospital auditor finalize the audit, undercharges will be assessed as well as overcharges. An audit summary form listing net results by department will be prepared.

The audit firm will provide the level of documentation necessary to satisfy the payer regarding all adjustments agreed upon.

Accounts Receivable will refund all agreed upon unsupported charges within 45 working days following the exit interview. Payment will be mailed directly to the payer.

All questions regarding clarification of charging practices and protocol are to be directed to the Charge Auditor. To prevent disruption of the normal flow of operations within the hospital, direct contact with the departments by the insurance auditor is prohibited.

Failure to adhere to these guidelines by the auditor or the auditing firm representative will result in a letter of formal complaint will be issued to the appropriate insurance company.

Attachment I

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. () has no employees.
- b. () employs fewer than 15 persons.
- c. (X) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Michael B. Adams

Name of 504 Person - Type or Print

UCSF Medical Center 505 Parnassus St.

Name of Contractor(s) - Type or Print

Street Address or PO Box

San Francisco

CA

94143

City

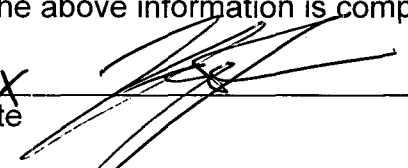
State

Zip Code

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

12/3/04

Date


Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

City and County of San Francisco

Human Rights Commission



S. Willie L. Brown, Jr.
COMMISSIONER

RENEWAL
1584

Contract Compliance
Dispute Resolution/Fair Housing
Minority/Women/Local Business Enterprise
Lesbian Gay Bisexual Transgender & HIV Discrimination

Mervic S. Bamba
Executive Director

00 JUL 14 AM 9:14

SOLE SOURCE, EMERGENCY AND PUBLIC ENTITY
EXCEPTION & WAIVER REQUEST FORM

In addition to submitting this form, please attach additional pages explaining why the request for exception is being made. (See back page for information on basis upon which exception may be granted.)

Department: 81 Community Health Network Contact Person: Galen Leung

Mailing Address: 101 Grove St. rm. 307 Phone: 554-2607

Dept. Head Signature: [Signature]

Date Exception Request Submitted: JUL 14 2000 Type of Contract: Medical Services

Date of Contract: 7/1/00 - 6/30/01 Dollar Amount of Contract: [Redacted]

Name of Contractor: UCSF - Tertiary Care Services Ethnicity: N/A Sex: N/A

Address of Contractor: 3333 California St. St. #11, SF CA 94143

EXCEPTION FOR PRIME CONTRACT (please check all that apply)

Sole Source: (non-compliance with Chapters 12B & 12C: nondiscrimination in benefits)

Sole Source: (is not an MBE or WBE pursuant to Chapter 12D)

Emergency: (Chapter 12B & 12C exception)

Emergency: (Chapter 12D exception)

Waived LBE preference for contracts over \$5 million:

NOTE: Employment requirements are still in force even if a waiver is granted.

Public Entity: (Chapter 12B & 12C exception)

Has waiver for this contract previously been granted or denied? If yes, please give HRC action and dates: _____

RECEIVED
00 JUL 28 AM 10:10
SFPD PH
OFFICE OF CONTRACTS
& COMPLIANCE

HRC ACTION

12B & 12C Waiver Granted: 12D Waiver Granted:

12B & 12C Waiver Denied: 12D Waiver Denied:

Reason for Action: Public entity offers access to forensic and homeless medical services unavailable elsewhere.

HRC Staff: [Signature] Date: 7-19-00

Signature of HRC Director: [Signature] Date: 7/24/00



HRC Form 1A (7/97)



582



University of California
San Francisco



Office of Business, Administrative
and Risk Management Services (BARMS)

To: Valric

FAX 573-2030

1333 California Street
Room 295, Box 1338
San Francisco, CA 94143-1338
tel: 415/476-2498
ax: 415/502-7476

April 5, 2005

San Mateo Medical Center
222 W. 39th Avenue
San Mateo, California 94403

RE: UCSF / San Mateo Hospital Agreement

STATEMENT OF SELF-INSURANCE

The University of California maintains a Program of Self-Insurance pursuant to the laws of the State of California. Such coverage exceeds per occurrence minimums of \$1,000,000. The University's insurance program is a combination of primary insurance policies with small deductibles and excess insurance above the self-insured retentions (SIR). Excess insurance above the self-insured retentions is purchased for general and professional liability.

Such Program of Self-Insurance shall apply to claims, costs, injuries or damages but only in proportion to and to the extent such claims, costs, injuries or damages are caused by or result from the negligent acts or omissions of the Regents of the University of California, its officers, agents, students or employees.

It should be expressly understood, however, that the intent of this insurance evidenced herein follows the provisions of the Bylaws and Standing Orders of the Regents of the University of California, which do not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of the officers, agents, students or employees. Any indemnification or hold harmless clause with broader provisions than required under such Bylaws and Standing Orders shall invalidate this statement.

Under the Certificate of Consent to Self-Insure No. P-1344, granted by the State Director of Industrial Relations, a self-insurance program for Workers' Compensation liability was implemented by the Regents of the University of California, Office of Risk Management. Said program complies with applicable federal and state statutes.

Darrel T. Jones

Darrel T. Jones
Business Contracts Officer
Business, Administrative &
Risk Management Services

Approved:
[Signature]
Steve M. Ass.
Risk Manager
4/26/05
363-4787

LICENSE NUMBER: 220000091
LICENSE EFFECTIVE DATE: 04/26/2004
LICENSE EXPIRATION DATE: 03/31/2005
TOTAL LICENSED CAPACITY: 687

State of California
Department of Health Services

In accordance with applicable provisions of the Health and Safety Code of California and its rules and regulations, the Department of Health Services hereby issues

this **License** to

REGENTS OF THE UNIVERSITY OF CALIFORNIA

to operate and maintain the following GENERAL ACUTE CARE HOSPITAL

UCSF MEDICAL CENTER
505 PARNASSUS AVE, BOX 0296, SAN FRANCISCO, CA 94143-0210

UCSF MEDICAL CENTER AT MOUNT ZION
1600 DIVISADERO ST., SAN FRANCISCO, CA 94115

BED CLASSIFICATIONS/SERVICES

547 General Acute Care
87 Pediatric
69 Intensive Care
51 I. C. Newborn Nursery
30 Perinatal
16 Coronary Care
294 Unspecified General Acute Care

OTHER APPROVED SERVICES

Chronic Dialysis - 20 Stations
Occupational Therapy
Speech Pathology
Cardiovascular Surgery
Respiratory Care Svs
Podiatric Services
Nuclear Medicine
Dental Service
Basic Emergency
Audiology
Social Services
Radiation Therapy

(ADDITIONAL INFORMATION LISTED ON LICENSE ADDENDUM)

This LICENSE is not transferable and is granted solely upon the following conditions, limitations and comments:

CONSOLIDATED LICENSE

12 General Acute Care beds in suspense at 505 PARNASSUS AVE, BOX 0296 from 04/01/2004

Sandra Shewry
DIRECTOR

Refer complaints regarding these facilities to
The California Department of Health Services,
Licensing and Certification, Daly City District
Office, 350 90th Street, 2nd Floor, Daly City,
CA 94015, (650)301-9971

Lilija Tushinski, RN
Lilija Tushinski, RN

AUTHORIZED REPRESENTATIVE

LICENSE NUMBER: 22000009:
LICENSE EFFECTIVE DATE: 04/26/2004
LICENSE EXPIRATION DATE: 03/31/2004
TOTAL LICENSED CAPACITY: 687

State of California
Department of Health Services
License Addendum

BED CLASSIFICATIONS/SERVICES

OTHER APPROVED SERVICES

UCSF MEDICAL CENTER (continued)
505 PARNASSUS AVE, BOX 0296, SAN FRANCISCO, CA 94143-0210

Renal Transplant
Physical Therapy
Outpatient Services

UCSF MEDICAL CENTER AT MOUNT ZION
1600 DIVISADERO ST., SAN FRANCISCO, CA 94115

140 General Acute Care
7 Intensive Care
133 Unspecified General Acute Care

Nuclear Medicine
Radiation Therapy
Respiratory Care Svs
Social Services
Outpatient Services

APPROVED OTHER CERTIFIABLE PARTS

END STAGE RENAL DISEASE
UCSF CHILDREN'S RENAL CENTER
400 PARNASSUS AVE, SAN FRANCISCO, CA 94143-0210

END STAGE RENAL DISEASE
UCSF ADULT CHRONIC DIALYSIS
1675 SCOTT STREET, SAN FRANCISCO, CA 94115

ADDITIONAL CONDITIONS, LIMITATIONS AND COMMENTS (Continued)

to 03/31/2005.
Intensive Care in suspense -1
Perinatal bed in suspense - 1
Pediatric bed in suspense- 8
79 General Acute Care beds in suspense at 1600 DIVISADERO ST. from 04/01/2004 to 03/31/2005.

(1)	(2)	(3)
DAILY HOSPITAL SERVICES	LABORATORY SERVICES	CLINIC SERVICES
005 INTENSIVE CARE SERVICES	MICROBIOLOGY	1 DENTAL 6
010 BURN	6 NECROPSY	1 DERMATOLOGY 1
015 CORONARY	1 SEROLOGY	2 DIABETES 1
020 MEDICAL	1 SURGICAL PATHOLOGY	1 DRUG ABUSE 6
025 NEONATAL	1 DIAGNOSTIC IMAGING SERVICES	FAMILY THERAPY 2
030 NEUROSURGICAL	1 COMPUTED TOMOGRAPHY	1 GROUP THERAPY 2
035 PEDIATRIC	1 CYSTOSCOPY	1 HYPERTENSION 2
040 PULMONARY	2 MAGNETIC RESONANCE IMAGING	1 METABOLIC 2
045 SURGICAL	1 POSITRON EMISSION TOMOGRAPHY	5 NEUROLOGY 1
050 DEFINITIVE OBSERVATION CARE	2 ULTRASONOGRAPHY	1 NEONATAL 2
055 ACUTE CARE SERVICES	X-RAY - RADIOLOGY	1 OBESITY 2
060 ALTERNATE BIRTH CTR (LICENSED BEDS)	6 DIAGNOSTIC/THERAPEUTIC SERVICES	OBSTETRICS 1
065 GERIATRIC	2 AUDIOLOGY	1 OPHTHALMOLOGY 1
070 MEDICAL	1 BIOFEEDBACK THERAPY	2 ORTHOPEDIC 1
075 NEONATAL	1 CARDIAC CATHETERIZATION	1 OTOLARYNGOLOGY 1
080 ONCOLOGY	1 COBALT THERAPY	1 PEDIATRIC 1
085 ORTHOPEDIC	1 DIAGNOSTIC RADIOISOTOPE	2 PEDIATRIC SURGERY 1
090 PEDIATRIC	1 ECHOCARDIOLOGY	1 PODIATRY 2
095 PHYSICAL REHABILITATION	2 ELECTROCARDIOLOGY	1 PSYCHIATRIC 2
100 POST PARTUM	1 ELECTROENCEPHALOGRAPHY	1 RENAL 1
105 SURGICAL	1 ELECTROMYOGRAPHY	1 RHEUMATIC 1
107 TRANS INPAT CARE (ACUTE BEDS)	6	
110 NEWBORN CARE SERVICES	ENDOSCOPY	1 RURAL HEALTH 6
115 DEVELOPMENTALLY DISABLED NURSERY CRE	2 GASTRO-INTESTINAL LABORATORY	1 SURGERY 1
120 NEWBORN NURSERY CARE	1 HYPERBARIC CHAMBER SERVICES	6
125 PREMATURE NURSERY CARE	1 LITHOTRIPSY	1 HOME CARE SERVICES
130 HOSPICE CARE	6 NUCLEAR MEDICINE	1 HOME HEALTH AIDE SERVICES 1
135 INPATIENT CARE UNDER CUSTODY (JAIL)	2 OCCUPATIONAL THERAPY	2 HOME NURSING CARE (VISITING NURSE) 1
140 LONG-TERM CARE	PHYSICAL THERAPY	1 HOME PHYSICAL MEDICINE CARE 1
145 BEHAVIORAL DISORDER CARE	6 PERIPHERAL VASCULAR LABORATORY	1 HOME SOCIAL SERVICES CARE 1
150 DEVELOPMENTALLY DISABLED CARE	6 PULMONARY FUNCTION SERVICES	1 HOME DIALYSIS TRAINING 1
155 INTERMEDIATE CARE	6 RADIATION THERAPY	1 HOME HOSPICE CARE 1
160 RESIDENTIAL/SELF CARE	6 RADIUM THERAPY	1 HOME I.V. THERAPY SERVICES 1
165 SELF CARE	6 RADIOACTIVE IMPLANTS	2 JAIL CARE 6
170 SKILLED NURSING CARE	6 RECREATIONAL THERAPY	2 PSYCHIATRIC FOSTER HOME CARE 6
175 SUB-ACUTE CARE	6 RESPIRATORY THERAPY SERVICES	1
177 SUB-ACUTE CARE - PEDIATRIC	6	
179 TRANS INPAT CARE (SNF BEDS)	6	
180 CHEMICAL DEPENDENCY - DETOX	SPEECH-LANGUAGE PATHOLOGY	1 AMBULATORY SERVICES
185 ALCOHOL	6 SPORTSCARE MEDICINE	1 ADULT DAY HEALTH CARE CENTER 2
190 DRUG	6 STRESS TESTING	2 AMBULATORY SURGERY SERVICES 1
195 CHEMICAL DEPENDENCY - REHAB	THERAPEUTIC RADIOISOTOPE	2 COMPREHENSIVE OUTPATIENT REHAB FAC 2

CODE

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- 2 - SERVICE MAINTAINED IN HOSPITAL.
- 3 - SERVICE CONTRACTED BUT HOSPITAL BASED.
- 4 - SERVICE NOT MAINTAINED IN HOSPITAL BUT AVAILABLE FROM OUTSIDE CONTRACTS OR OTHER HOSPITAL.
- 5 - SERVICE NOT PROVIDED IN HOSPITAL BUT SHARED WITH ANOTHER HOSPITAL UNDER CONTRACT.
- 6 - SERVICE NOT AVAILABLE.
- 7 - CLINIC SERVICES ARE COMMONLY PROVIDED IN THE EMERGENCY SUITE TO NON-EMERGENCY OUTPATIENTS BY HOSPITAL-BASED PHYSICIANS OR RESIDENTS (CLINIC SERVICE ONLY.)
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- 9 - SERVICE AVAILABLE, BUT NOT USED DURING REPORTING CYCLE.

	(1)	(2)	(3)
200 ALCOHOL		6 X-RAY RADIOLOGY THERAPY	1 OBSERVATION (SHORT STAY) CARE 2
205 DRUG		6 PSYCHIATRIC SERVICES	SATELLITE AMBULATORY SURGERY CENTER 6
210 PSYCHIATRIC SERVICES		CLINIC PSYCHOLOGIST SERVICES	6 SATELLITE CLINIC SERVICES 1
215 PSYCHIATRIC ACUTE - ADULT		6 CHILD CARE SERVICES	6
220 PSYCHIATRIC - ADOLESCENT AND CHILD		6 ELECTROCONVULSIVE THERAPY (SHOCK)	8 OTHER SERVICES
225 PSYCHIATRIC INTENSIVE (ISOLATION) CR		6 MILIEU THERAPY	6 DIABETIC TRAINING CLASS 2
230 PSYCHIATRIC LONG-TERM CARE		6 NIGHT CARE	6 DIETETIC COUNSELING 2
235		PSYCHIATRIC THERAPY	2 DRUG REACTION INFORMATION 2
240 OBSTETRIC SERVICES		PSYCHOPHARMACOLOGICAL THERAPY	2 FAMILY PLANNING 2
245 ABORTION SERVICES		2 SHELTERED WORKSHOP	6 GENETIC COUNSELING 1
250 COMBINED LABOR/DELIVERY BIRTHING RM		1 RENAL DIALYSIS	MEDICAL RESEARCH 2
255 DELIVERY ROOM SERVICE		1 HEMODIALYSIS	1 PARENT TRAINING CLASS 2
260 INFERTILITY SERVICES		2 HOME DIALYSIS SUPPORT SERVICES	1 PATIENT REPRESENTATIVE 1
265 LABOR ROOM SERVICES		1 PERITONEAL	2 PUBLIC HEALTH CLASS 2
270 SURGERY SERVICES		SELF-DIALYSIS TRAINING	2 SOCIAL WORK SERVICES 1
275 DENTAL		2 ORGAN ACQUISITION	1 TOXICOLOGY/ANTIDOTE INFORMATION 5
280 GENERAL		2 BLOOD BANK	1 VOCATIONAL SERVICES 1
285 GYNECOLOGICAL		2 EXTRACORPOREAL MEMBRANE OXYGENATION	2
290 HEART		2 PHARMACY	1 MEDICAL EDUCATION PROGRAMS
295 KIDNEY		2	APPROVED RESIDENCY 1
300 NEUROSURGICAL		2 EMERGENCY SERVICES	APPROVED FELLOWSHIP 1
305 OPEN HEART		2 EMERGENCY COMMUNICATION SYSTEMS	2 NON-APPROVED RESIDENCY 6
310 OPHTHALMOLOGIC		2 EMERGENCY HELICOPTER SERVICE	6 ASSOCIATE RECORDS TECHNICIAN 6
315 ORGAN TRANSPLANT		2 EMERGENCY OBSERVATION SERVICES	2 DIAGNOSTIC RADIOLOGIC TECHNOLOGIST 6
320 ORTHOPEDIC		2 EMERGENCY ROOM SERVICES	1 DIETETIC INTERN PROGRAM 2
325 OTOLARYNGOLIC		2 HELIPORT	6 EMERGENCY MEDICAL TECHNICIAN 6
330 PEDIATRIC		2 MEDICAL TRANSPORTATION	4 HOSPITAL ADMINISTRATION PROGRAM 2
335 PLASTIC		2 MOBILE CARDIAC CARE SERVICES	6 LICENSED VOCATIONAL NURSE 6
340 PODIATRY		2 ORTHOPEDIC EMERGENCY SERVICES	2 MEDICAL TECHNOLOGIST PROGRAM 2
345 THORACIC		2 PSYCHIATRIC EMERGENCY SERVICES	6 MEDICAL RECORDS ADMINISTRATOR 6
350 UROLOGIC		2 RADIOISOTOPE DECONTAMINATION ROOM	2 NURSE ANESTHETIST 6
355 ANESTHESIA SERVICES		2 TRAUMA TREATMENT E.R.	2 NURSE PRACTITIONER 2
360			NURSE MIDWIFE 6
365 LABORATORY SERVICES		CLINIC SERVICES	OCCUPATIONAL THERAPIST 6
370 ANATOMICAL PATHOLOGY		1 AIDS	1 PHARMACY INTERN 2
375 CHEMISTRY		1 ALCOHOLISM	6 PHYSICIAN'S ASSISTANT 6
380 CLINICAL PATHOLOGY		1 ALLERGY	1 PHYSICAL THERAPIST 2
385 CYTOGENETICS		2 CARDIOLOGY	1 REGISTERED NURSE 2
390 CYTOLOGY		1 CHEST MEDICAL	1 RESPIRATORY THERAPIST 2
395 HEMATOLOGY		1 CHILD DIAGNOSIS	2 SOCIAL WORKER PROGRAM 2
400 HISTOCOMPATIBILITY		1 CHILD TREATMENT	2
405 IMMUNOLOGY		1 COMMUNICABLE DISEASE	1

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TIMOTHY J. HARTMAN

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1700 Marina Court, Apt. A – San Mateo, CA 94403

Cell: (650) 346-7205

CUSTOMER SERVICE — TRAINING

Public Safety...Hotel Management...Staff Development

A dynamic professional with over fifteen years cumulative experience within the airline, travel and hospitality industries. Achieved success in territory sales, training, management, and adult education. Served as a Public Safety Communications Dispatcher, handling non-emergency and emergency calls from the public for police, fire and emergency medical services.

Customer Service/Order Administration

Experience in corporate account maintenance, accurate database management, airline passenger service and reservations sales. Ensured client satisfaction in all existing corporate travel accounts by resolving sensitive customer service issues personally, in writing and over the phone. Handled over 150 general reservations calls daily in a regional center for air, car rental and hotel bookings in the mainland U.S., Hawaii, Alaska, Canada and Mexico.

Management, Training & Development

Experienced in training employee groups of twenty or more. Effective as a working manager, ensuring organized and efficiently run offices. Assistant General Manager, supervising front desk, house-keeping and maintenance staff at long-term stay hotel. Interviewed and hired new employees, prepared payroll. Managed Peninsula/San Francisco Training territories, instructing travel agents individually and in classroom workshops on SABRE computer reservation system.

Technical Recruiting, Outside Sales, Market Research, Management Career Consulting

Successful with increasing territory sales in the hotel, corporate travel and telecommunications industries. Provided staffing services, negotiating permanent placement for computer programming contractors. Consulted managers and executives for career changes in an extensive job search program. Worked as Telephone Interviewer, conducting consumer and business surveys. Recruited senior managers and executives to attend focus group meetings.

Public Safety

Worked as Public Safety Communications Dispatcher for the City of San Francisco, handling non-emergency and emergency 911 calls from the public for police, fire and emergency medical services. Dispatched patrol cars on police radio channels to assignments throughout the city.

ADDITIONAL INFORMATION

Education

B.S. Aviation Administration, Embry-Riddle Aeronautical University

A.S. Transportation/Traffic Management, Community College of the Air Force

Public Speaking: Toastmasters, Dale Carnegie Course – Graduate Assistant (coached & trained adults)

Licensed/ Certified EMT with State of California, National Registry of Emergency Medical Technicians

Computer Skills

Word Processing: MS Word, Windows 98, Excel. Type: 48 WPM, Data Entry: 8000 KPH

EMPLOYMENT HISTORY

01/15/04 – Present – **Security Dispatcher/Officer**, Securitas – San Mateo Medical Center – San Mateo, CA

02/18/03 – 08/28/03 – **Public Safety Communications Dispatcher**, City of San Francisco. Handled incoming non-emergency and emergency calls from the public for police, fire and emergency medical services. Dispatched patrol cars on police radio channels to assignments throughout the city.

08/22/01 – 09/26/01 - **Asst. Gen. Mgr.** - Extended Stay America, **10/08/01 – 02/08/03** - **Patrol/Traffic Security Officer**, Hillsdale Mall.

11/24/99 – 05/26/00

Employee Benefits Coordinator - Adecco Employment Services. Contract position in Human Resources Office.

01/98 -- 11/23/99

Held various contract employment positions in customer service, market research and apartment leasing with Adecco Employment Services, Olsten Staffing, Manpower and Nelson Staffing Solutions. **Senior Consultant** providing management career consulting services with Cornell Business Associates. Contract employment with Manpower as **Inside Sales Support Representative** with a computer graphics equipment manufacturer.

01/96 -- 12/97

Worked in contract employment on several customer service, data entry and market research assignments with Olsten Staffing, Office Team and Marketec, Inc. Also employed by Response Time, Inc. as a **Technical Recruiter**, placing computer programmers in contract and permanent positions.

07/93 -- 12/95

Customer Service Agent, Acting Lead Reservations Sales Agent, Travel Agency Support Desk Agent, Hotel Reservations Supervisor

Reno Air, Inc. – San Jose, CA/Reno, NV

Clarion Hotel/Casino – Reno, NV

01/90 --06/93

Inside Sales Support Representative, Account Executive, Sales Account Manager, Corporate Account Executive, Market Research Telephone Interviewer

TAC Temporary Services, Travel 2000 – Mountain View, CA, Homewood Suites Hotel – San Jose, CA, Phoenix Communications – Sunnyvale, CA, Hallmark Personnel – Palo Alto, CA

02/87 -- 12/89

Corporate Sales/Office Manager, SABRE Specialist, Domestic Flight Attendant

Marisan Travel – Santa Clara, CA, American Airlines – Dallas, TX/San Francisco Bay Area Region

07/83 -- 01/87

Corporate Client Relations Representative, Reservations Sales Representative

Gelco Travel Services – Palo Alto, CA, United Airlines – San Francisco, CA,

12/76 -- 06/83

Customer Service Agent, Corporate Travel Consultant, Assistant Supervisor

Pacific Express Airlines – San Francisco/Oakland, CA, P.A.D. Travel – Mountain View, CA, US Air Force-E4/Sergeant – R.A.F. Lakenheath, U.K./Travis AFB, CA