

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
STANFORD HOSPITAL AND CLINICS**

THIS AGREEMENT, entered into this 1st day of July, 2007, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and STANFORD HOSPITAL AND CLINICS, 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 child psychiatric residency training services;

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment C—Fingerprint Certification

Attachment H—HIPAA Business Associate requirements

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 TWO HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$244,348).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2007 through June 30, 2009.

This Agreement may be terminated by Contractor, the Health Department Director 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 which 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 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.

Neither Contractor nor County intend that any payments made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. All payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

**7. Mutual Hold Harmless**

- A. 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.



- B. 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.
- C. County shall indemnify and save harmless Contractor, 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 County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any sanctions, penalties or claims of damages resulting from County'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 Contractor, its officers, agents, employees, or servants, resulting from the performance of any work required of County, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.
- D. The duty of County 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.
- E. Further, Both Contractor and County shall indemnify and save harmless each other, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of any sanctions, penalties or claims of damages resulting from either party'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.

#### **8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

#### **9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor

shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |   |             |
|---|-------------|
| (a) Comprehensive General Liability .....   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance ..... | \$1,000,000 |
| (c) Professional Liability .....            | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

**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.

#### **11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of

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

- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

#### **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

#### **13. Retention of Records, Right to Monitor and Audit**

(a) 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.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

#### **14. Merger Clause**

This Agreement, including the Exhibits 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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.

#### **15. 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.

**16. Notices**

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

**In the case of County to:**  
Mental Health Services Division  
225 37<sup>th</sup> Avenue  
San Mateo, California 94403

**In the case of Contractor, to:**  
Stanford Hospital and Clinics  
Office of Graduate Medical Education  
HC435  
300 Pasteur Drive  
Stanford, CA 94305-5207  
Attn: Ann Dohn

With a copy to:  
Stanford University  
Office of the General Counsel  
Building 170, 3<sup>rd</sup> Floor, Main Quad  
P.O. Box 20386  
Stanford, CA 94305-2038  
Attention: Ann N James, Senior  
University Counsel

**17. Use of Names and Logos**

County may not use the name, logo or corporate identity of Contractor, Stanford University or Lucile Packard Children's Hospital at Stanford for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used; provided, however, that nothing herein shall prohibit County from using Contractor's name solely to identify the Residents' status under this Agreement. Contractor understands and agrees that:

- A. any use of Contractor's name or the Stanford name requires the prior written approval of the Dean of the Stanford School of Medicine or his designee;
- B. any restrictions on the use of the Stanford name that may be imposed on SHC by Stanford University from time to time shall be applicable to County's use of the Stanford name;
- C. the use of the Stanford name by SHC is subject to termination by Stanford University, and that any such termination shall effect a termination of County's right to use the Stanford name; and
- D. Stanford University or SHC has the right to terminate, with or without cause, County's right to use the Stanford name upon 30 days prior written notice to the County.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors

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

ATTEST:

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

STANFORD HOSPITAL AND CLINICS

By: *Martha H. Marsh*  
Martha H. Marsh, President and CEO

Date: June 26, 2007

Long Form Agreement/Business Associate v 6/28/06



AGREEMENT BETWEEN STANFORD HOSPITAL AND CLINICS AND SAN  
MATEO COUNTY  
FY 2007 – 2009  
EXHIBIT A

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

I. Child and Adolescent Psychiatry Residency Slot

Contractor shall provide and fill one (1) residency slot annually in its child and adolescent psychiatry training program. Each such slot shall be for a two-year period and shall be jointly funded by Contractor and San Mateo County Mental Health Services Division ("County"). County shall provide partial funding for these residency slots for the term of this Agreement, as described in Exhibit B of this Agreement.

With the addition of this jointly funded residency slot Contractor shall have a total of seven (7) such slots annually. It is the intention of this agreement to create a new residency slot and not to replace funding for current residency slots.

A. Eligibility for Child and Adolescent Psychiatry Residency Slot

Residents are eligible to be selected for this child and adolescent psychiatry residency slot for their fourth year of post-graduate psychiatry training ("PGY 4") or for their fifth year of post-graduate psychiatry training ("PGY 5").

B. Child and Adolescent Psychiatry Residency Slots

1. Year One Rotations – July 1, 2007 through June 30, 2008

During the first year of this residency, residents shall participate in three separate rotations, each for the duration of four (4) months. These rotations shall be as follows:

- a. Intensive Outpatient/ Crisis Program Kaiser Permanente
- b. Comprehensive Care Pediatric Unit Lucile Salter Packard Children's Hospital at Stanford
- c. Pediatric C/L Service Lucile Salter Packard Children's Hospital at Stanford

The sequencing of these rotations shall be determined by Contractor.

2. Year Two Rotations – July 1, 2008 through June 30, 2009

During the second year of residency, residents shall participate in three concurrent, year-long rotations. These rotations shall be as follows:

- a. San Mateo County child and adolescent psychiatry for three full days per week (60%)
- b. Seminars, long-term cases, supervision (or pediatric neurology, 2 months) for one full day per week (20%)
- c. Community-based clinical research for one full day per week (20%)

Each of these weekly rotations shall be one year in duration. The schedule of these rotations shall be determined as mutually agreed upon by Contractor and County.

3. Rotation schedules for both Year One and Year Two may be revised as mutually agreed by Contractor and County.

C. Responsibilities for San Mateo County child and adolescent psychiatry rotation

1. County shall provide faculty supervision and training oversight for residents during the San Mateo County child and adolescent psychiatry rotation consistent with Contractor's standards and in compliance with the Accreditation Council for Graduate Medical Education ("ACGME") requirements. Such resident experience shall include school-based training. Outpatient experience may also include experience at San Mateo Youth Services Center and/or at Canyon Oaks Youth Center. Such assignments shall be determined as mutually agreed upon by Contractor and County.
2. Residents shall receive general administrative supervision from the Residency Director for San Mateo County Mental Health Services and shall receive general administrative clinical supervision from Contractor's Director of Residency Training in Child & Adolescent Psychiatry.



3. County shall maintain records and reports concerning the education of residents and of time spent while Residents are in San Mateo County child and adolescent psychiatry rotations, as may be required by Contractor, ACGME and/or compliance with the requirements of third party payors. County shall permit Contractor and its accreditation agencies to inspect and observe County's facilities and operations as necessary for the purposes of this Agreement, without interference with the normal course of operations.
4. During the term of this Agreement, County shall make available the space, equipment, utilities, supplies, and services necessary for the residents' performance of services under this Agreement.

D. Responsibilities for Contractor

Contractor shall maintain records and reports concerning the education of residents and of time spent as may be required by County, ACGME and/or compliance with the requirements of third party payors. Contractor shall permit County and its accreditation agencies to inspect and observe Contractor's facilities and operations as necessary for the purposes of this Agreement, without interference with the normal course of operations.

II. Clinical Services – July 1, 2008 through June 30, 2009

During the San Mateo County outpatient child and adolescent psychiatry rotation the resident shall provide clinical services to clients of County. The following requirements shall apply to the provision of those services.

- A. Clinical services shall be provided in a professional and diligent manner.
- B. Case documentation shall be maintained in compliance with Short-Doyle Medi-Cal standards as described in DMH Notice 94-14, the Rehabilitation option including completion of the Physician's Initial Note, Mental Health Services Medication Consent Forms, and progress and prescribing notes. Charts shall be subject to annual medication monitoring review. Documentation shall be completed in compliance with the Mental Health Services Documentation Manual, which is included in this Agreement by reference herein.
- C. Service Standards

1. Fifty percent (50%) of the resident's time shall be spent providing face to face client services.
2. The resident 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.
3. The resident 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.
4. The resident will attempt to provide two (2) months notice, but under no circumstance 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.
5. The resident 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.

D. Professional Standards

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

E. Provision of Records for County

The resident shall furnish any and all information, records and other documents related to the resident 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, the resident shall participate in one or more of such plans and/or programs.

F. Resident's Conflict of Interest



The resident 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 the resident performance of clinical services during the outpatient child and adolescent psychiatry rotation. In the event the resident pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes (or is reasonably anticipated to interfere) with the resident's performance under this Agreement, County may exercise its rights and privileges hereunder.

G. No Contract in County Name

The resident 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.

H. Compliance with Health Information Privacy and Accountability Act (HIPAA)

During the second year of residency the resident shall participate in the San Mateo County Mental Health Services Organized Health Care Arrangement (OHCA) as defined by the Health Information Privacy and Accountability Act (HIPAA) Privacy Rule (106.103). The resident shall follow all HIPAA policies and procedures of San Mateo County Mental Health Services.

I. Compliance Plan and Code of Conduct

The resident shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct.

J. Reporting of Convictions

The resident shall report any and all felony and/or misdemeanor convictions that occur during the term of this agreement within seventy-two (72) hours of the conviction. A conviction may, at the discretion of the County, result in the termination of the residency placement. Each conviction will be reviewed by County to determine if it is substantially related to the services provided through the agreement prior to making a determination regarding termination of the residency placement. Failure to report a conviction within seventy-two (72) hours of the conviction may, at the discretion of the County, result in termination of the residency placement.

K. Qualifications

The resident shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California.

L. Miscellaneous Duties and Responsibilities

The resident will cooperate with the administration of psychiatry services. Such cooperation shall include, but not limited to: maintaining medical records in a timely fashion (including the appropriate use of dictation, or other technology, as required by County), activities necessary for billing, peer review and County's compliance programs.

M. Compliance with Rules and Regulations

The resident agrees to abide by rules, regulations and guidelines of County, as the County may from time to time amend, add or delete rules, regulation or guidelines at County's sole discretion and such amendment will not affect the enforceability or terms of this Agreement.

N. Requirement of Residents to Notify County of any Detrimental Professional Information or Violation of County Rules or Policies

The resident shall notify County upon the occurrence of any and/or all of the following:

1. The resident's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
2. A complaint or report concerning the resident's competence or conduct is made to any state medical or professional licensing agency;
3. The resident's privileges at any hospital, health care County or under any health care plan are denied, suspended, restricted or terminated (other than by contractor) or under investigation for medical disciplinary cause or reason;
4. The resident's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
5. There is a material change in any of the information the resident has provided to County concerning Contractor's professional qualification or credentials;



6. The resident must also notify the County within thirty (30) days of:
  - a. any breach of this Agreement;
  - b. any material violation of County's rules or regulations by the resident himself/herself; and/or
  - c. if the resident is subject to or a participant in any form of activity which could be characterized as discrimination or harassment.

O. Automatic Termination of Residency Placement

Residency placements shall be immediately terminated as follows:

1. Upon resident's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;
2. Upon resident's suspension or exclusion from the Medi-Cal Program;
3. If the resident violates the State Medical Practice Act;
4. If the resident's professional practice imminently jeopardizes the safety of clients;
5. If the resident violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
6. The resident has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
7. The resident becomes disabled so as to be unable to perform the duties required by this Agreement;
8. Contractor fails to maintain professional liability insurance required by this Agreement.

P. Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: 1) maintain coverage with the same company during the term of this Agreement and for at least three years following termination of this Agreement; or 2) 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.

Q. Fingerprint Certification

At County's sole discretion, Contractor certifies that child and adolescent psychiatry Residents funded under this Agreement will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom such Residents have contact. If said Residents have such a criminal history, they shall not participate in services funded through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment D.

III. GOAL AND OBJECTIVE – Clinical Services

Goal: Clients shall be satisfied with services provided.

Objective: At least ninety percent (90%) of customer survey respondents will rate services as good or better.

Data to be collected by County.



AGREEMENT BETWEEN STANFORD HOSPITAL AND CLINICS AND SAN MATEO  
 COUNTY  
 FY 2007 – 2009  
 EXHIBIT B

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

I. Payments

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement. Upon receipt of quarterly invoices from Contractor, County shall make all quarterly payments to "Stanford Hospital and Clinics" and shall send such payments to Contractor to the following address:

Stanford Hospital and Clinics  
 Office of Graduate Medical Education  
 300 Pasteur Drive  
 HC 435  
 Stanford, CA 94305  
 Attn: Ann Dohn

A. Payment Structure - July 1, 2007 – June 30, 2008

For the first (1<sup>st</sup>) year of the term of this Agreement, County shall pay Contractor an amount not to exceed SIXTY THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$60,750). Payments shall be subject to the Program Year ("PGY") level of one (1) resident entering the program according to the following maximum amounts. Payments shall include Resident salary and benefits and a portion of Contractor's program administrative costs.

Resident One – Year One		
	Cost	Maximum
PGY 4: Salary & benefits	\$52,942	
Administration	4,520	
Maximum PGY 4	57,462	
PGY 5: Salary & benefits	56,230	
Administration	4,520	
Maximum PGY 5	\$60,750	
		\$60,750
Benefits	33% of salary	

B. Payment Structure - July 1, 2008 – June 30, 2009

For the second (2<sup>nd</sup>) year of the term of this Agreement, payments shall increase by up to Five Percent (5%) and shall be made for actual costs. County shall pay Contractor an amount not to exceed ONE HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED NINETY-EIGHT DOLLARS (\$183,598). Payments shall be subject to the Program Year ("PGY") levels of two (2) residents in the program according to the following amounts. Payments shall include Resident salary and benefits and a portion of Contractor's program administrative costs.

Resident One – Year Two	Cost	Maximum per Resident	FY 2008-09 Maximum
PGY 5			
Salary & benefits	\$87,293		
Administration	29,053		
Maximum	116,346		
PGY 6			
Salary & benefits	91,158		
Administration	29,053		
Maximum	120,211		
		120,211	
Resident Two – Year One			
PGY 4			
Salary & benefits	55,291		
Administration	4,746		
Maximum PGY 4	60,037		
PGY 5			
Salary & benefits	58,641		
Administration	4,746		
Maximum PGY 5	63,387		
		63,387	
Benefits	33% of salary		\$183,598



C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$244,348). Payments shall be subject to ongoing participation by Contractor's Residents. Should Resident(s) funded through this Agreement take unpaid leave(s) from the residency program, payments due from County shall be reduced by any actual cost savings achieved by Contractor due to said leave(s).

D. Billing and Compliance

Contractor shall prepare such administrative and business records and reports related to the Service in such format and upon such intervals, as County shall reasonably require. Contractor shall not directly submit a billing statement of charges to any County client 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 clients 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 have the right to review any and all billings for his/her services bearing his/her name or Provider Number. Contractor is required to request the correction of any errors including providing a refund to payors if warranted.

E. Contractor shall not receive federal Graduate Medical Education (GME) funding for services funded through this Agreement.

F. If County or Contractor finds that performance is inadequate, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement.

G. The Director of Health is authorized to execute subsequent amendments and minor modifications not to exceed \$25,000 in aggregate and to make minor changes in the types of services and activities provided under the agreement; however, all amendments and modifications must be in writing and executed by both parties.

H. In the event this Agreement is terminated prior to June 30, 2009, the Contractor shall be paid for services already provided pursuant to this Agreement.

I. San Mateo County Client Records Upon Termination

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

J. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim:

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on, \_\_\_\_\_ 200\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_"

K. Change of Circumstances

County anticipates the receipt of Mental Health Services Act revenues from the State Department of Mental Health to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, funding provided to the Contractor may, at the option of the County, be reduced accordingly upon thirty (30) days prior written notice to Contractor.



**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 160.103 164.304 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. *Electronic Protected Health Information.* "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *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.
- e. *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.
- f. *Required By Law.* "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

### 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 designated 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.



- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

#### 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.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor

ATTACHMENT C

**FINGERPRINTING CERTIFICATION**

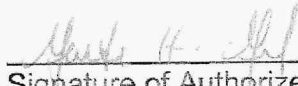
Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over a children (Penal 11105.3).

Stanford Hospital and Clinics

Name of Contractor



Signature of Authorized Official

Martha H. Marsh

Name (please print)

President and CEO

Title (please print)

June 21, 2007

Date



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

Definitions

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- h. *Security Incident.* "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.



## 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.
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- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
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- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

#### Permitted Uses and Disclosures by Contractor

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### 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.
- e. *Reservation of Right to Monitor Activities.* County reserves the right to monitor the security policies and procedures of Contractor



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 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. Employs fewer than 15 persons.
- b. 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.

Laurie Quintel, Director of Employee & Labor Relations  
Name of 504 Person - Type or Print

Stanford Hospital & Clinics  
Name of Contractor(s) - Type or Print

300 Pasteur Drive  
Street Address or P.O. Box

Stanford, CA 94305  
City, State, Zip Code

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

  
Signature: Martha H. Marsh

President & CEO  
Title of Authorized Official

June 21, 2007  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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."



### CONTRACT INSURANCE APPROVAL

DATE: May 30, 2007

TO: Faiza Steele FAX: 363-4864 PONY: EPS 163

FROM:

PHONE: FAX: PONY:

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Stanford Hospital and Clinics

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: +15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: See attached.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele  
Risk Management Signature

5/30/07  
Date





# CERTIFICATE OF LIABILITY INSURANCE

Date (mm/dd/yy)  
6/1/2007

Producer Jennifer Trenz

Aon Insurance Managers (USA), Inc.  
201 Merchant Street, Suite 2400  
Honolulu HI 96813  
808-540-4315

Insured

Stanford Hospital and Clinics &  
Lucile Packard Children's Hospital  
c/o Risk Management - MC 5713  
1400 Page Mill Rd. Second Flr.  
Palo Alto CA 94304

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

INSURER A	Stanford University Medical Indemnity & Trust Insurance Company
INSURER B	
INSURER C	
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 LIAB <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1-M0101-00-2006	9/1/2006	9/1/2007	EACH OCCURRENCE	\$ 1M
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$ 3M
					PRODUCTS-COMP/OP AGG	\$
						\$
						\$
						\$
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
						\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC AUTO ONLY: AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY				STATUTORY LIMIT	OTHER
					EL EACH ACCIDENT	\$
					EL DISEASE - EA EMPLOYEE	\$
					EL DISEASE - POLICY LIMIT	\$
A	Prof. Liability	1-M0101-00-2006	9/1/2006	9/1/2007	\$1M per occ/\$3M agg.	

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

San Mateo County and its officers, agents, employees and servants shall be named as additional insured with respects to this contract only.

### CERTIFICATE HOLDER

San Mateo County Agreement

Mental Health Services  
John Klyver  
Contracts Manager

225 37th Avenue  
San Mateo CA 94403

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED 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. \* 10 Days for Non-Payment of Premium

AUTHORIZED REPRESENTATIVE  
Mike Coulter

## 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.



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
06/01/07

PRODUCER LIC #OE77964 1-415-365-8000  
Integro Insurance Brokers  
101 California Street  
Suite 1600  
San Francisco, CA 94111

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  
Stanford Hospitals & Clinics  
Lucile Packard Children's Hospital  
1140 Page Mill Rd., 2nd Floor  
MC 5713  
Palo Alto, CA 94304

INSURER A: ACE American Insurance Company  
INSURER B:  
INSURER C:  
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	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAL H08012908	09/01/06	09/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WLR C4446522A	09/01/06	09/01/07	<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
	OTHER					\$
						\$
						\$

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

San Mateo County and its officers, agents, employees and servants are named as additional insured per Auto Liability as required by written contract with insured. Evidence of WC only.

#### CERTIFICATE HOLDER

San Mateo County  
Mental Health Services  
Attn: Contracts Manager  
225 37th Ave.  
  
San Mateo, CA 94403

#### ADDITIONAL INSURED; INSURER LETTER:

USA

#### CANCELLATION

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

*Elizabeth Corales*