

AGREEMENT WITH  
UNIVERSITY OF THE PACIFIC SCHOOL OF DENTISTRY  
FOR THE USE OF CLINICAL FACILITIES OF  
SAN MATEO MEDICAL CENTER

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, pursuant to Education Code 89036, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County", and UNIVERSITY OF THE PACIFIC SCHOOL OF DENTISTRY, hereinafter called "Pacific".

W I T N E S S E T H:

WHEREAS, Pacific requires additional facilities to provide clinical or field training for its students in one (1) or more of its educational programs, and

WHEREAS, County has facilities to provide such training and as a community service is willing, under certain conditions, to allow Pacific to utilize certain of its facilities for clinical or field training of students; and

WHEREAS, students enrolled in Pacific's programs provide assistance with dental services that are useful to patients seen in San Mateo Medical Center facilities.

NOW, THEREFORE, IT IS AGREED BETWEEN COUNTY AND PACIFIC AS FOLLOWS:

1. General Nature of Relationship

It is understood that the training program to be conducted pursuant to this Agreement is a Pacific training program of University of the Pacific and not a County training program. Students participating in any training program at all times shall be under the exclusive jurisdiction of Pacific. Notwithstanding the foregoing, scheduling, size and extent of each training program shall be subject to County approval. Pacific hereby assumes responsibility for assuring that students observe the rules and regulations of San Mateo Medical Center (SMMC) and that they do nothing that might prove detrimental to County or to its patients.

In order to provide the coordination and cooperation essential to the

conduct of an effective training program, Pacific and County each will appoint one (1) or more persons to work together in planning and implementing each training program, and in this connection advise one another of the policies, rules and regulations of their respective institutions and establish such matters as the time and place of training and the number of students to participate in any training program at any given time. Students will provide comprehensive dental care to patients that require removable dental appliances.

2. Instructional Programs Covered by this Agreement

This Agreement shall cover any one (1) or more educational programs as arranged and mutually agreed.

3. Specific Responsibilities of Pacific

Pacific shall designate the students for participation in the training program hereunder, subject to the right of County to terminate any student's participation in the program for any cause deemed sufficient by County. Pacific also shall: a) provide or arrange such transportation for students and faculty as may be required, b) provide all necessary instructions and instructional materials, c) supervise the conduct of students while participating in the training program, d) assure that all instruction is conducted in a manner consistent with County's policies, rules, and regulations, incorporated herein by reference, and e) any additional responsibilities as outlined in the attached Exhibits A and B.

4. Specific Responsibilities of County

a. In accordance with mutual prearranged scheduling, County shall make available to Pacific, clinical areas and classrooms in San Mateo Medical Center, hereafter called "SMMC" in such manner that an effective training program may be carried on by Pacific for its students, and will permit members of SMMC staff and appropriate employees of County to participate, as their time may permit, in the training program. County also shall provide students and faculty participating in the training

program with: 1) office space for storage of supplies, 2) appropriate space for changing and storing uniforms, and 3) such training items as may be available in SMMC and which County can conveniently make available to Pacific.

b. Students will receive an orientation to SMMC by SMMC staff.

c. Faculty staff and SMMC staff supervisors will evaluate the student's performance in mutual consultation and according to the guidelines outlined in the approved curriculum.

d. SMMC will retain full medical responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence affects the operation of the SMMC and/or the direct and indirect care of patients.

e. SMMC shall have the right to prohibit further attendance and training of any student at SMMC, upon written notice to Pacific.

5. Health of Students in Training Program; Emergency Medical and Hospital Care

Pacific shall furnish County with such evidence as County may require in order to assure itself that each student assigned for training hereunder is physically fit and is effectively immunized against diphtheria, and all other diseases designated by County. County shall exercise, on behalf of Pacific, Pacific's responsibility to obtain, provide or arrange such emergency medical and hospital care as may be needed by any student or faculty member while participating in the training program hereunder at SMMC. In securing or providing emergency medical treatment for students or faculty members, County will not assume any financial responsibility for treatment or related expenses; further, it is understood that students or faculty members shall be personally liable for said treatment and expenses thereof.

6. Financial Provisions

a. In consideration of the services provided by Pacific in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Pacific 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 THREE HUNDRED THOUSAND DOLLARS (\$300,000).

b. Indemnification

Pacific 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 Pacific, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Pacific'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 Pacific or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Pacific 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. Insurance

1) Pacific shall not commence clinical experience under this Agreement until all insurance and self-insurance required under this section has been obtained and such insurance has been approved by the Chief Executive Officer of San Mateo Medical Center. Pacific shall furnish San Mateo Medical Center with Certificates of Insurance and self-insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Pacific's coverage to include the contractual liability assumed by Pacific pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to San Mateo Medical Center of any pending change in the limits of liability or of any cancellation or modification of the policy.

2) County shall be provided with verification of each student's professional liability insurance coverage prior to the beginning of each clinical experience program.

d. Workers' Compensation Insurance; Students Not Employees of County

Pacific agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering faculty members and students while participating in the training program hereunder. In this connection, it is understood that Pacific and County are responsible only for the actions of their respective officers, employees, and servants; that students are not employees or servants of County; that inasmuch as the said students shall not be employees of County, County does not assume, and shall not assume, any liability on account of any act of any students performing or receiving training, or traveling pursuant to this Agreement; and the students shall not be entitled to any monetary remuneration for services performed by them in the specific course of training.

7. Non-Discrimination

a. During the performance of this Agreement, Pacific shall not deny the Agreement's benefits to any person on the basis of religion, color, ethnic group, national origin, age, non-job-related physical handicap, race, gender, sexual orientation, marital status, or political affiliation.

b. Pacific shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Pacific's personnel policies shall be made available to County upon request.

Pacific shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Pacific shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Pacific to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Pacific from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation;
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- i. examine Pacific's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Pacific under the Contract or any other contract between Pacific and County.

Pacific shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Pacific that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Pacific shall provide County with a copy of its response to the complaint when filed.

With respect to the provision of employee benefits, Pacific shall comply with the County Ordinance that prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

8. Compliance with laws.

All services to be performed by Pacific 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.

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

9. Right to Monitor and Audit

Pacific 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.

10. Records

a. Pacific shall comply with all program and fiscal reporting requirements set forth by appropriate federal, state, and local agencies.

b. County and Pacific shall maintain and preserve all records relating to this Agreement in its possession for a period of four (4) years from the termination date of this agreement. These records shall be made available to County or to authorities designated by County or to authorized state or federal agency upon



reasonable notice for four (4) years after notice of and completion of an audit by any of the agencies noted above.

11. Assignability

Without the written consent of the Chief Executive Officer of San Mateo Medical Center or her designee, the Agreement is not assignable either in whole or in part. Pacific shall not employ subcontractors to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Chief Executive Officer of San Mateo Medical Center or her designee. Any assignment and/or subcontracting by Pacific without the written consent of the Chief Executive Officer of San Mateo Medical Center or her designee violates this Agreement and shall automatically terminate this Agreement.

12. Alteration of Agreement

This Agreement is entire and contains all terms and conditions agreed between the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

13. Interpretation and Enforcement

A. 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 for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:  
San Mateo Medical Center  
222 West 39th Avenue  
San Mateo, CA 94403  
Attn: Ann Marie Silvestri, DDS

or to such person or address as County may, from time to time furnish to Pacific:

- 2) In the case of Pacific, to:  
University of the Pacific School of Dentistry  
2155 Webster Street  
San Francisco, CA 94115

Attn: Patrick Ferrillo, DDS

B. 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.

14. Term of Agreement

This Agreement shall be effective from July 1, 2007 to June 30, 2010.

This Agreement may be terminated by either party at any time giving ninety (90) days' written notice to the other party.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

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

ATTEST:

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

UNIVERSITY OF THE PACIFIC  
SCHOOL OF DENTISTRY

  
Contractor's Signature

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

## Exhibit A

- I. In consideration of the payments specified in Exhibit B, Pacific shall provide dental services, through students enrolled in the University of the Pacific School of Dentistry, under the direction of a faculty member approved by the SMMC Medical Staff Board.

The following services will be provided, as arranged in advance, at the Willow Clinic located at 795 Willow Road, Bldg. 334, in Menlo Park, CA 94025, and at the Ron Robinson Senior Care Center, located in San Mateo Medical Center at 222 W. 39<sup>th</sup> Avenue, in San Mateo, CA:

- visual exams
  - x-rays if needed
  - limited screenings
  - comprehensive care necessary to fabricate and maintain removable dental appliances
- II. All patients must be referred from the Adult Dental Program after Panorex has been taken and screening done by supervisory dentists.
  - III. San Mateo Medical Center retains professional and administrative responsibility for its patients. However, in no circumstance shall San Mateo Medical Center be liable for the acts or omissions of Students, and University is bound in full by the indemnification/hold harmless language of this Agreement.
  - IV. Any other services required by patient but not identified as a contracted service in this Agreement shall be arranged for by University and the patient. Such services shall be billed directly to the patient and SMMC shall have no responsibility to pay for such services.

## Exhibit B

I. In consideration of the services described in Exhibit A, County will reimburse University at a rate of ONE THOUSAND FIVE HUNDRED (\$1,500) per treatment day.

A. Pacific shall submit to County complete, accurate and timely encounter forms to support invoicing for services rendered. Invoices should include date of treatment, the clinic where the service was provided and the cost (\$1,500) of the service. Invoices should be submitted quarterly.

“Complete” shall mean:

- All procedure and diagnosis codes shall be present on form in CDT Format (patient encounter forms on a daily basis)
- Pacific’s signature, date and title is present on form and accompanying invoice
- All treatment shall be dictated so as to appear in the patient’s electronic medical record.

“Accurate” shall mean:

- CDT codes must be consistent with level of care
- Other procedures codes must be consistent with diagnosis
- Procedures must be consistent with Medicare and MediCal guidelines for medical necessity
- All Pacific services must be supported by documentation in inpatient Chart

“Timely” shall mean:

- Submission of encounter forms to County by the end of the clinic day.