

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

THIS AGREEMENT, entered into this _____ day of _____, 2009, 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 providing 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 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 THREE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$367,196).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2009 through June 30, 2011.

This Agreement may be terminated by Contractor, the Chief of the Health System 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 Behavioral Health and Recovery Services Division ("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 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 I 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, 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. 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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 and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County to:
Behavioral & Recovery Services
Division
225 37th 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, 3rd Floor, Main Quad
P.O. Box 20386
Stanford, CA 94305-2038
Attention: Ann N James, Senior University
Counsel

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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: _____
Mark Church, President,
Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STANFORD HOSPITAL AND CLINICS

By: _____
Martha H. Marsh, President and CEO

Date: _____

AGREEMENT BETWEEN STANFORD HOSPITAL AND CLINICS AND SAN
MATEO COUNTY
FY 2009 – 2011
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 Behavioral Health and Recovery 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, 2009 through June 30, 2011

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, 2010 through June 30, 2011

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 Behavioral Health and Recovery Services (BHRS) 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, 2009 through June 30, 2011

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, BHRS 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 BHRS 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.

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 BHRIS 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 BHRIS.

I. Compliance Plan and Code of Conduct

The resident shall read and be knowledgeable of the compliance principles contained in the BHRIS 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.

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 2009 – 2011
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 University
Department of Psychiatry & Behavioral Sciences
401 Quarry Road, MC 5719
Stanford, CA 94305

Attn: Ellen Van Stone

A. Payment Structure - July 1, 2009 – June 30, 2010

For the first (1st) year of the term of this Agreement, 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 2009-10 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	33.6% of salary		\$183,598

County and Contractor agree to re-evaluate the feasibility of including a cost of living adjustment for FY 2010-11 prior to June 30, 2010.

B. Payment Structure - July 1, 2010 – June 30, 2011

For the second (2nd) 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 2010-11 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	33.6% 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 THREE HUNDRED SIXTY-SEVEN THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$367,196). Payments shall be subject to ongoing participation by Contractor's residents. Should any residents funded through this Agreement take unpaid leave 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 Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. In the event this Agreement is terminated prior to June 30, 2011, 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, _____ 20__

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 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.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

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."