**Professional Services Agreement**
**Between the County of San Mateo and Sutter Bay Medical Foundation, a California nonprofit public benefit corporation dba Palo Alto Medical Foundation for Health Care, Research, and Education For Vascular Surgery Services**

**THIS PROFESSIONAL SERVICES AGREEMENT** is entered into by and between the County of San Mateo, San Mateo County Health ("County") and **Sutter Bay Medical Foundation, a California nonprofit public benefit corporation dba Palo Alto Medical Foundation for Health Care, Research, and Education** ("Contractor").

W I T N E S S E T H:

WHEREAS, County operates healthcare facilities collectively known as "San Mateo Medical Center" (SMMC); and

WHEREAS, Contractor has entered into a Professional Services Agreement with Palo Alto Foundation Medical Group, Inc., a California professional corporation ("PAFMG"), whereby Contractor retains the services of physicians employed by PAFMG (individually, "Contractor Provider" and collectively, "Contractor Providers"); and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described in this Agreement for SMMC; and

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

WHEREAS, Contractor desires to provide such services all upon the terms and conditions stated below, and this Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities.

**NOW, THEREFORE**, in consideration of the mutual agreements set out below, the parties agree as follows:

## Section 1: Contractor's Obligations

### 1.1 Organizational Status

Contractor represents and warrants that Contractor Provider is an individual healthcare provider duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of **Vascular Surgery services** in the State of California.

1.2 **Contractor's Representatives**

1.2.1 The term "Contractor Provider" shall include all of the physician(s) who provide services under this Agreement who are qualified in the specialty of **Vascular Surgery services**, whether the individual is (i) a Contractor representative, employee, subcontractor, or agent or (ii) a surgeon employed by or contracted through PAFMG. The term "Contractor Provider" does not include any other employee of Contractor or PAFMG who is not providing services under this Agreement. Notwithstanding the foregoing, Contractor still retains all obligations pursuant to this Agreement.

1.3 **Qualifications**

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

1.3.1 Must be accepted by the Chief Executive Officer of SMMC or his/her designee; said acceptance may be withdrawn immediately at any time with written notice to Contractor at the reasonable discretion of the Chief Executive Officer of SMMC, his/her designee, the County's Chief of Health, or his/her designee.

1.3.2 Must always keep and maintain a valid license to engage in the practice of medicine in the State of California; Drug Enforcement Administration (DEA) License; board certification; and credentialing eligibility with government and commercial payers. Unless otherwise indicated pursuant to the terms of any employment agreement or other applicable contractual arrangement between Contractor, PAFMG, and Contractor Providers – Contractor and/or PAFMG is responsible for all Contractor Provider license dues.

1.3.3 All Contractor Providers must have active Medical Staff membership and/or privileges as may be required under the Bylaws of County for Contractor to provide the services contemplated by this Agreement. Unless otherwise indicated pursuant to the terms of any employment agreement or other applicable contractual arrangement between Contractor, PAFMG, and Contractor Providers, Contractor and/or PAFMG is responsible for Contractor Provider membership dues.

1.3.4 Contractor, PAFMG, and Contractor Providers are not currently excluded, debarred, or otherwise ineligible to participate in local, state, or federal healthcare programs or in federal procurement or non-procurement programs.

1.3.5 Contractor, PAFMG, and Contractor Providers has not been convicted of a criminal offense that relate to or affect the safety of the public or entail exclusion or debarment from federal or state health care programs.

1.3.6 Contractor agrees to participate in the County's Organized Health Care Arrangement (OHCA), as described by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor Providers who choose to opt out of OHCA agree to advise the SMMC Medical Staff Office in writing and will provide their own Notice of Privacy Practice (NPP).

## 1.4 Services to be Performed by Contractor

In consideration of the payments hereinafter set forth, Contractor shall provide Contractor Providers who shall - under the general direction of the Chief Executive Officer of SMMC or his/her designee and with respect to the product or results of Contractor's services - provide medical services as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

## 1.5 Payments

### 1.5.1 Maximum Amount

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed as specified in Exhibit B.

### 1.5.2 Rate of Payment

The rate and terms of payment shall be as specified in Exhibit B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Chief, County Health or his/her designee and shall not be binding on the County unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement, to the full satisfaction of the Chief, County Health, Chief Executive Officer of SMMC, or either of their designees.

### 1.5.3 Time Limit for Submitting Invoices

Contractor and/or its Contractor Providers shall electronically submit invoices and Medical Director Activity Logs to San Mateo Medical Center administration no later than the last day of the second month following the month in which

Contractor's services were provided. For example, the deadline for submission of an invoice for January 2022 services would be March 31, 2022. Unexcused failure to timely submit an invoice shall result in forfeiture of compensation. SMMC shall exercise reasonable judgment in determining whether Contractor's failure to timely submit an invoice is excusable.

1.5.4 Billing and Collection

County shall be responsible for billing for all hospital and physician services under this Agreement and County shall have the exclusive right to collections for such services. County shall have the exclusive right to establish, bill, collect, and retain all fees for Contractor's services and all incidental items thereto. Contractor, on behalf of its Contractor Provider(s), hereby assigns all rights to such fees to County and appoints County as attorney-in-fact for all matters relating to the billing and collection of Contractor Provider professional fees. Contractor shall take all necessary actions to cause Contractor Provider professional fees to be paid to County, including signing any documents necessary to authorize County to bill payers directly. Contractor and Contractor Provider(s) shall not bill or assert any claim for payment against any patient for services performed under this Agreement.

## 1.6 Substitute Responsibility

Contractor Providers will provide reasonable notification of planned absences, but no later than FOURTEEN (14) days prior to the planned absence. In the event of unplanned absence, any such absence lasting longer than ONE (1) week will be considered a material breach, granting County permission to immediately terminate the Agreement.

## 1.7 General Duties of Contractor

1.7.1 Administrative and Miscellaneous Duties and Responsibilities

Contractor shall ensure that Contractor Providers will cooperate with the administration of medical services at SMMC including but not limited to the following:

A. Adhere to the County policy requiring all contracted providers to use their SMMC-provided e-mail address;

B. Creating and maintaining medical records in a timely fashion (including the appropriate use of dictation, electronic medical records, or other

technology, as required by County). Documentation in medical records must be completed within 7 days of the occurrence that is the subject of the documentation, and such documentation shall be considered delinquent if not completed within 21 days;

C. Accurately bill and code for each service;

D. Participate in peer review;

E. Timely complete all required training and education;

F. Complete time studies as required by California and Federal reimbursement regulations, and County's compliance programs;

G. Meet quarterly with the department manager to address whether the contract services as described in Exhibit A and performance metrics, if included and described in Exhibit C are being met;

H. To the extent applicable, Contractor shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of County's patients.

I. Meaningfully engage in process improvement activities and lead projects as required.

1.7.2 Documentation and Coding Compliance

Contractor shall ensure that Contractor Providers document patient care and prepare such administrative and business records and reports related to the service upon such intervals as County shall reasonably require in the health record systems, platforms, software, form, and format made available by the County and, additionally, in accordance with such bylaws, rules, and regulations as the Medical Staff may adopt and require. Contractor agrees to ensure that Contractor Providers prepare and keep accurate, complete, and timely records. To the extent that billing is discussed in more detail in Exhibits to this Agreement, Contractor shall ensure that Contractor Providers comply with those billing-related requirements. Contractor will ensure that Contractor Providers code accurately with adequate support and education from SMMC revenue cycle staff. Audits will be performed quarterly.

1.7.3 Compliance with Rules and Regulations

Contractor shall ensure that Contractor Providers will abide by rules, regulations, and guidelines of County. County may from time to time amend, add, or delete rules, regulations, or guidelines at County's sole discretion, and such amendment will not affect the enforceability or terms of this Agreement. Contractor will be notified if changes are made. County shall make its rules, regulations, and guidelines available to Contractor upon request.

1.7.4 Compliance with General Standards

Contractor and Contractor Providers shall maintain their operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to: Title XXII of the California Administrative Code; those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act; and those required by the Joint Commission. Contractor and Contractor Providers shall provide satisfactory evidence of such licenses and certificates. Contactor shall inform County of any notice of any incident within its operations which may affect any license or certification held by Contractor Providers within thirty (30) days.

1.7.5 Compliance with Patient Information

Contractor and Contractor Providers shall keep in strictest confidence and in compliance with all applicable state and federal laws any patient information. Contractor and Contractor Providers shall not disclose such information except as permitted by law.

All services to be performed by Contractor by its Contractor Providers pursuant to this Agreement shall be performed (1) 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. 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 or Contractor Providers, as applicable, will timely and accurately complete, sign, and submit all necessary documentation of annual training requirement within thirty (30) days.

1.7.6 Compliance with Jury Service Ordinance

Contractor and PAFMG, as applicable, shall comply with Chapter 2.85 of the County's Ordinance Code, which requires adherence to a written policy providing that full-time employees who live in San Mateo County shall receive on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor and/or PAFMG or that the Contractor and/or PAFMG may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor and PAFMG certify that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor and PAFMG has no employees in San Mateo County, it is sufficient for Contractor and PAFMG to provide the following written statement to County:

> "For purposes of San Mateo County's jury service ordinance, I hereby certify that my organization has no full-time employees who live in San Mateo County. To the extent that my organization hires any such employees during the term of my organization's Agreement with San Mateo County, my organization shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in Exhibit B, is less than one-hundred thousand dollars ($100,000), but Contractor and PAFMG acknowledge that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

1.7.7 Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor, PAFMG, and Contractor Providers (as applicable) shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

1.7.8 Non-Discrimination

A. Disability; Section 504 of the Rehabilitation Act of 1973; Americans With Disabilities Act (ADA). Contractor and Contractor Providers shall not discriminate against patients or County staff on the basis of disability. Contractor shall cause Contractor Providers to cooperate with County to comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in their work or the performance of any services. Contractor shall ensure that Contractor Providers further abide by the Rehabilitation Act and the Americans With Disabilities Act (ADA), as applicable, while providing treatment to County's patients.

B. General Non-Discrimination. No person shall be denied any services (including but not limited to admission and treatment) provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

Contractor shall ensure that Contractor Providers comply with the County's admission and treatment policies, which 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.

C. Equal Employment Opportunity. Contractor and PAFMG shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

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 Contractor to penalties to be determined by the County Manager, including but not limited to:

1. Termination of this Agreement;

2. Disqualification of Contractor from bidding or being awarded a County contract for a period of up to three (3) years; and

3. Such fines, penalties, and/or damages concerning discrimination as may be specifically provided by County Ordinance.

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to examine Contractor's and PAFMG's employment records with respect to compliance with this Section and its sub-parts.

Within thirty (30) days, Contractor and/or PAFMG shall report to the County Manager the filing by any person arising out of services provided at SMMC 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, provided that within such thirty (30) days such entity has not notified Contractor or PAFMG that such charges are dismissed or otherwise unfounded. Such notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor and/or PAFMG shall provide County with a copy of its response to the complaint when filed/submitted.

E. Compliance with Equal Benefits Ordinance. Contractor and PAFMG, as applicable, shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

F. Compliance with Federal Regulations. Contractor and/or PAFMG, as applicable, 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.

G. History of Discrimination. Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor or PAFMG by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the

outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

1.7.9 Managed Care Contracts

Contractor shall ensure that all Contractor Providers participate in and observe the provisions of all managed care contracts which County may enter into on behalf of Contractor for healthcare services with managed care organizations, including but not limited to Health Maintenance Organizations (HMOs), Independent Practice Associations (IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations (MSOs), Integrated Delivery Systems (IDSs), and Physician-Hospital Organizations (PHOs).

1.7.10 Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies

During the term of this Agreement, and to the extent Contractor or PAFMG is aware, Contractor and/or PAFMG shall notify County immediately, or as soon as is possible thereafter, in the event that any Contractor Provider:

A. License to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;

B. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;

C. Privileges at any hospital or health care facility or under any healthcare plan is denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;

D. Controlled substance registration certificate (issued by the DEA), if any, is being or has been suspended, revoked, or not renewed;

E. Participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;

F. There is a material change in any of the information provided to County concerning Contractor Provider professional qualification or credentials;

G. When a sexual misconduct or sexual abuse allegation has been made against a Contractor Provider by a patient;

H. Criminal charges are filed; or

I. Contractor, PAFMG, or Contractor Provider breaches any of the terms of this Agreement; violates any of the County's rules or regulations, or if the Contractor is subject to or a participant in any form of activity which could be characterized as discrimination or harassment.

1.8 **Provision of Records for County**

Contractor shall furnish any and all information, records, and other documents related to Contractor or Contractor Provider 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, Contractor and/or its Contractor Provider(s) shall participate in one or more of such plans and/or programs.

1.9 **Cooperation with County in Maintaining Licenses**

Contractor shall ensure that Contractor Providers shall assist County in obtaining, achieving, and/or maintaining any and all licenses, permits, other authorization, and/or accreditation standards which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.10 **Contractor's Conflict of Interest**

To the best of Contractor's knowledge, and to the extent it would materially impact the obligations or performance of services under this Agreement, Contractor 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 Contractor's performance of its duties under this Agreement. In the event Contractor or any Contractor Provider pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3 below.

1.11 **Non-Permitted Uses of County Premises**

Contractor agrees not to use, or permit any Contractor Provider to use, any County facility or service for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of County shall be used at any time as an office for private practice or delivery of care for non-County patients.

1.12 **No Contract in County Name**

Contractor 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. Likewise, neither the County nor anyone acting on behalf of the County under this Agreement shall have the right or authority to enter into any contract in the name of Contractor, or any Contractor Provider, or to otherwise bind Contractor or PAFMG in any way without the express consent of Contractor or PAFMG, respectively.

1.13 **Regulatory Standards**

Contractor and each Contractor Provider shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to County and the relevant medical service, including, without limitation, those requirements imposed by the Joint Commission, the Medicare/Medi-Cal conditions of participation, and any amendments thereto.

1.14 **Access and Retention of Books and Records**

Upon written request of the Secretary of Health and Human Services, the Comptroller General, or County, or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of $10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(I) and related regulations. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement.

1.15 **Professional Standards and Medical Decision Making**

Contractor shall ensure that Contractor Providers perform their duties under this Agreement without direct supervision and in accordance with the rules of ethics of the medical profession. Contractor shall also ensure that Contractor Providers perform their duties under this Agreement in accordance with the appropriate standard of care for his/her medical profession and specialty. The Contractor has a right to exercise independent professional judgment in the care of patients.

## Section 2: Change of Circumstances

In the event either (i) Medicare, Medi-Cal, or any third party payor or any federal, state, or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure, or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement; or (ii) any or all such payors/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto; then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstance while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

## Section 3: Term and Termination

3.1 **Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2025 through November 30, 2028. Each consecutive 12-month period within the term of this Agreement beginning with the first day of this term shall constitute a "Contract Year", and any period of less than a Contract Year at the end of the term shall be treated pro rata for purposes of Contract Year services and compensation.

3.2 **Extension of Term**

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

## 3.3 **Termination**

### 3.3.1 Termination

This agreement may be terminated by either party at any time upon ninety (90) days written notice. The County may immediately terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon (1) unavailability of federal, state, or county funds or (2) closure of the County, SMMC, or the department of SMMC at which Contractor is to provide services, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding or closure.

### 3.3.2 Automatic Termination

This Agreement shall be immediately terminated as follows:

A. Upon Contractor Provider's loss, restriction, or suspension of his or her professional license to practice medicine in the State of California and no other Contractor Provider is available and willing to provide substitute coverage;

B. Upon County's, Contractor's, or PAFMG's suspension or exclusion from the Medicare or Medi-Cal Program. Alternatively, upon any individual Contractor Provider's suspension or exclusion from the Medicare or Medi-Cal Program and no other Contractor Provider who is not suspended or excluded is available and willing to provide substitute coverage;

C. If any Contractor Provider violates the State Medical Practice Act;

D. If any Contractor Provider's professional practice imminently jeopardizes the safety of patients;

E. If any Contractor Provider is convicted of a felony or health care crime;

F. If any Contractor Provider violates ethical and professional codes of conduct of the workplace as specified under state and federal law and Exhibit E;

G. Upon revocation, cancellation, suspension, or limitation of any Contractor's medical staff privileges at the County;

H. If any Contractor Provider has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction and no qualified substitute Contractor Provider is designated as a substitute;

I. If any Contractor Provider becomes disabled so as to be unable to perform the duties required by this Agreement and no qualified substitute Contractor Provider is designated as a substitute;

J. If any Contractor Provider and/or PAFMG fails to maintain professional liability insurance required by this Agreement;

K. Upon County's loss of certification as a Medicare and/or Medi-Cal provider;

L. If any Contractor Provider who has is scheduled to provide services for 48 weeks or more experiences an unplanned absence lasting longer than ONE (1) week without a qualified substitute Contractor Provider being designated as a substitute ; or

M. Upon the closure of the County, SMMC, or the medical service at SMMC in relation to which the Contractor is providing services.

3.3.3 Termination for Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with no fewer than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice (or such longer period as is specified in the notice) in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the notice and cure period (typically sixty (60) days) measured from the date of initial notice without further notice or demand. Upon withdrawal of acceptance, Contractor must replace said contractor representative as specified in Section 1.6 of this Agreement. Withdrawal of acceptance of an individual contractor's representative will not, of itself, constitute grounds for termination of this Agreement by either party.

3.3.4 Patient Records Upon Termination

All original patient 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.

3.3.5 National Practitioner Data Bank Required Reporting

In consideration of automatic termination under 3.3.2. (G) listed above, County is required to report all professional review actions based on reasons related to professional competence or conduct that adversely affect Contractor's clinical privileges for a period longer than 30 days to the National Practitioner Data Bank (NPDB). Additionally, County is required to report to the NPDB any voluntary surrender or restriction of clinical privileges while under, or to avoid, an investigation.

3.3.6 California Reporting Requirements

In consideration of automatic termination under 3.3.2 (G) listed above, County is required to report to the Medical Board of California all actions taken against physicians, which deny, restrict for 30 days or more in a 12-month period, or terminate staff privileges for medical disciplinary cause or reason. If the termination or restriction occurred due to a resignation or other voluntary action following notice of an impending investigation, that also must be reported.

## Section 4: Insurance and Indemnification

### 4.1 Insurance

Contractor and its Contractor Provider(s) shall not commence work under this Agreement until all insurance required under this Section has been obtained, proof of insurance has been provided, and such insurance has been approved by the County. Contractor shall furnish County with Certificates of Insurance evidencing the required coverage.

4.1.1 Violation of This Section or Decrease/Cancellation of Coverage

In the event of either (1) violation of any provision of Section 4 of this Agreement or (2) receipt of notice by the County that any insurance coverage required under Section 4 is be diminished or cancelled, County at its option may, notwithstanding any other provision of this Agreement to the contrary, (i) immediately declare a material breach of this Agreement, (ii) suspend all

further work pursuant to this Agreement, without additional cost to the County on account thereof; and/or (iii) procure insurance coverage necessary to satisfy the requirements of Section 4, the cost of which shall, at County's sole option, be reimbursed by Contractor or deducted from amounts payable to Contractor. Nothing herein shall preclude County from exercising any rights and remedies as a result of the failure by Contractor to comply with the obligations of this Section 4.

If on account of Contractor's failure to comply with the provisions of this Section 4, County is held responsible for all or any portion of a judgment, loss or settlement that would have been covered by insurance but for non-compliance with this Section 4, then any loss or damage it shall sustain by reason thereof shall be borne by Contractor, and Contractor shall indemnify and hold County harmless against such losses and damages.

4.1.2 Workers' Compensation and Employer Liability Insurance

Contractor and PAFMG, as applicable, shall have in effect during the entire life of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, requiredby Section 1861 of the California Labor Code:

> I am aware of the provisions of Section 3700 of the California Labor Codewhich require every employer to be insured against liability for workers' 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.

4.1.3 Liability Insurance

A. As specifically indicated in parentheses in subsections A. through C., below Contractor, PAFMG and each Contractor Provider shall take out and maintain on their own behalf during the life of this Agreement such bodily injury liability, property damage liability, motor vehicle liability, and professional liability insurance as shall protect Contractor, PAFMG, and each Contractor Provider while performing any services or work covered by this Agreement from any and all claims which may arise from Contractor's operations or actions under this Agreement.

Such insurance shall not be less than the amount specified below. Such insurance shall include:

1. Comprehensive general liability insurance... $1,000,000 (*Contractor and PAFMG)

2. Motor vehicle liability insurance.....$At Least California Legal Minimum Personal Responsibility Limit (*Contractor Provider Only)

3. Professional liability insurance .. $1,000,000/$3,000,000 (*PAFMG Only)

4.1.4 County Adjustment of Insurance Coverage

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving (60) days' notice to Contractor. Contractor must obtain such increased amount of coverage by the end of that notice period.

4.2 **Tail Coverage**

If Contractor or PAFMG, as applicable, obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (ii) 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.

4.3 **Hold Harmless**

a. Contractor shall indemnify, defend and hold harmless County and its officers, agents, employees, servants, from and against any claim, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement or result from the negligent, malicious, or reckless acts or omissions of Contractor and/or its officers, employees, agents, and servants (including, but not limited to PAFMG and Contractor Providers), provided that this shall not apply to injuries or damages 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. Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor Provider for services provided under this Agreement.

c. It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants (including Contractor Providers) from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent (or malicious / reckless) acts or omissions of County and / or its officers, employees, agents, and servants, provided that this shall not apply to injuries or damages which Contractor and / or Contractor Provider has been found in a court of competent jurisdiction to be solely liable by reason of their own negligence or willful misconduct.

d. The duty of the Contractor to indemnify and save harmless as set forth herein shallinclude the duty to defend as set forth in Section 2778 of the California Civil Code.

e. In the event of concurrent negligence (or malicious or reckless acts) of County and / or its officers, employees, agents, and servants, on the one hand, and Contractor and / or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and / or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

## Section 5: Miscellaneous Provisions

### 5.1 Confidentiality

This Agreement is not confidential. If the contracted amount exceeds $200,000, the Agreement is subject to review and approval of the Board of Supervisors pursuant to Government Code Section 31000. As such, this Agreement is a public record pursuant to the California Public Records Act.

### 5.2 Notice Requirements

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 State mail, postage prepaid, certified or registered mail, return receipt requested -or- deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to the address below. 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.

If to County: Chief Executive Officer
San Mateo Medical Center
222 W 39th Avenue
San Mateo, CA 94403
Facsimile: 650/573-2030

With Copy to: County Attorney's Office
500 County Center, 4th Floor
Redwood City, CA 94063
Facsimile: 650/363-4034

If to Contractor:

Sutter Bay Medical Foundation dba Palo Alto Medical Foundation for Health Care, Research and Education
333 Distel Circle
Los Altos, CA 94022
Attn: Finance – Physician Administrative Contracts

Sutter Health
2000 Powell Street, Ste. 1000
Emeryville, CA 94608
Attn: Office of the General Counsel

5.3 **Merger Clause, Amendment, and Counterparts**

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. 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, whether written or otherwise, are not binding. All subsequent modifications shall be in writing and signed by the parties.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.4 **Severability**

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided that the fundamental rights and obligations remain reasonably unaffected.

5.5 **Assignment**

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing either party may assign this Agreement and any rights and obligations hereunder to any affiliate of County or Sutter Heath without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.6 **Independent Contractor**

Contractor and Contractor Providers are performing services and duties under this Agreement as independent contractors and not as employees, agents, or partners of or joint ventures with County. County does retain responsibility for the performance of Contractor and Contractor's representatives as and to the extent required by law and the accreditation standards applicable to County. Such responsibility, however, is limited to establishing the goals and objectives for the service and requiring services to be rendered in a competent, efficient, and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the way services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.7 **Right to Offset**

County will have the right to offset against any amount due Contractor under the Contract any amounts due, owed, or owing from Contractor.

5.8 **No Restriction On Referrals Or Credentials**

The parties expressly agree that nothing contained in this Agreement shall require Contractor, PAFMG, or Contractor Providers, Sutter Health, or any other Sutter Health affiliate to refer or admit any patients to or order any goods or services from County. The parties further acknowledge that Contractor Providers may establish staff privileges at any other health care facility of their choosing and that Contractor Providers are not restricted from referring any patient to, or otherwise generating any business for, any other health care facility, health care system, or medical group. Neither party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.

5.9 **Alternate Dispute Resolution and Venue**

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation is unsuccessful, the parties may take the dispute to Superior Court in San Mateo County.

5.10 **Third Party Beneficiaries**

This Agreement is entered into for the sole benefit of County and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's representative.

5.11 **Governing Law**

This Agreement shall be governed by the laws of the State of California.

5.12 **Non-Disclosure of Names**

Notwithstanding any other provision of this Agreement, names of patients receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 *et seq*. and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Contractor or Contractor Providers, Contractor and Contractor Providers: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement; (ii) will promptly submit to California Department of Public Health (CDPH) and the applicable Medi-Cal plan all requests for disclosure of such information; (iii) will not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CDPH and the applicable Medi-Cal plan without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 *et seq*., under Section 14100.2 of the Welfare and Institutions Code and regulations adopted thereunder, or as ordered by a court or tribunal of competent jurisdiction; and (iv) will, at the expiration or termination of this Agreement, return all such information to CDPH and the applicable Medi-Cal Plan or maintain such information according to written procedures sent to health plan by CDPH and the applicable Medi-Cal plan for this purpose.

5.13 **Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

5.14 **Exhibits and Attachments**

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

Exhibit A—Services
Exhibit B—Payments
Exhibit C—Performance Metrics
Exhibit D—Medical Director Duties
Exhibit E—Citizenship Duties of Contractor
Exhibit F—Billing Requirements
Exhibit G—Corporate Compliance SMMC Code of Conduct
Exhibit H—Health Requirements

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Sutter Bay Medical Foundation, a California nonprofit public benefit corporation dba Palo Alto Medical Foundation for Health Care, Research, and Education**

| Catherine Krna (Oct 23, 2025 19:31:18 PDT) | 10/23/2025 | Catherine Krna |
|---|---|---|
| Contractor Signature | Date | Contractor Name (please print) |

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board
COUNTY OF SAN MATEO

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**ACKNOWLEDGMENT**

The undersigned hereby acknowledges receipt of a copy of this Agreement and acknowledges the terms contained herein.

**PALO ALTO FOUNDATION MEDICAL GROUP, INC.**

By: Kurt VandeVort, MD
Kurt VandeVort, MD (Oct 23, 2025 14:12:02 HST)

Kurt Vande Vort, M.D.
Chief Executive Officer

# EXHIBIT A

## SERVICES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the Chief Medical Officer, Medical Director of Specialty Services or designee.

I. Contractor through the Contractor Providers listed in Exhibit A-1 shall provide professional **Vascular Surgery** services in the Department of Surgery including inpatient, emergency, and ambulatory and surgical care.

II. Each consecutive and continuous 12-month period within the term of this Agreement, constitutes a "Contract Year", and any fraction of a Contract Year shall be treated pro rata for purposes of obligated services, performance metrics, and compensation. Specifically, for the term of this Agreement, Contractor will provide the following services:

a. **Clinic Blocks**: In each Contract Year, Contractor shall perform up to fifty (50) four-hour (4 hr.) **Vascular Surgery** clinics ("Clinic Blocks").

i. Clinic Blocks will occur during regular business hours, Monday through Friday 8:00 a.m. – 5:00 p.m. unless otherwise approved by the Medical Director for Specialty Services or designee.

ii. Clinic Block services shall include ambulatory and/or outpatient patient care for patients scheduled in Clinic, inpatient consultations, and emergency department consultations.

b. **Surgical Blocks:** In each Contract Year, Contractor shall cover up to fifty (50) four-hour (4 hr.) **Vascular Surgery** blocks ("Surgery Blocks").

i. Surgery hours shall be scheduled Monday through Friday between 7:30 a.m. – 3:30 p.m. unless otherwise approved by the Medical Director for Specialty Services or designee.

c. **On-call Coverage**: For each Contract Year, Contractor shall provide after-hours weekday and weekend coverage of on-call and/or emergency call services twenty-four (24) hours per day, every day each week, including holidays between the hours of 7:00 a.m. and 7:00 a.m. the following day ("On-Call Coverage").

On-call coverage means availability for consultation and services upon notification excluding any hours scheduled in Clinic. Contractor shall ensure On-Call Coverage

with another provider contracted with SMMC to provide the same service in the event they are unable to perform full coverage.

d. **Medical Director:** Contractor will be the Medical Director of **Vascular Surgery**. In this role the Contractor shall perform and log those duties set forth in Exhibit D, attached herein, in an amount up to and not to exceed ten (10) hours per month.

e. **Administrative Approval of Contractor Invoices:** To the extent that approval to calendar, re-calendar, or modify Contractor's schedule to provide services is required of the Chief Medical Officer, the Medical Director of Specialty Services, or their designee (collectively, "SMMC leadership"); such approval may be evidenced by written approval of SMMC leadership to the Contractor's invoice following timely submission by Contractor to County prior to payment by County. Untimely invoices submitted to County by Contractor shall not be approved by SMMC leadership.

III. Contractor agrees to partner with SMMC Administration in ensuring appropriate use of resources and timely access to care. This includes but is not limited to participation in the specialty referral process whereby contractors will review incoming referrals for clinical appropriateness and completeness of relevant documentation. Contractor agrees to provide referring providers with constructive, timely feedback and will meet as needed with the Medical Director for Specialty Services or designee to create and update referral guidelines as appropriate.

IV. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.

V. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations and maintain such active staff status as a condition of the Agreement.

VI. Contractor shall attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.

VII. Contractor shall provide medical staff administrative support to all SMMC departments in meeting surgical standards as defined by the Joint Commission, Title XXII, and other applicable standards.

# EXHIBIT A-1

## CONTRACTOR PROVIDER LIST

Dirk Baumann (Medical Director)
Sarah Wartman
Esther Bae
Oliver Aalami
Arielle Lee

# EXHIBIT B

## PAYMENTS

In consideration of the services and subject to the requirements specified in Exhibit A and in the Agreement, County will pay Contractor as follows:

I. Total payment for services under this Agreement will not exceed ONE MILLION SEVEN HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($1,737,000.00).

II. Contractor shall be compensated at the following rates:

a. **Clinic Block**: Each assigned four-hour (4 hr.) Clinic Block will be compensated at TWO HUNDRED EIGHTY-EIGHT DOLLARS ($288.00) per hour for each hour services are provided up to ONE THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS ($1,152.00) per Clinic Block.

b. **Surgery Block**: Each assigned four-hour Surgery Block will be compensated at TWO HUNDRED EIGHTY-EIGHT DOLLARS ($288.00) per hour for each hour services are provided up to ONE THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS ($1,152.00) per Surgery Block.

c. **On-Call Coverage**: Each assigned On-Call Coverage shift will be compensated at ONE THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS ($1,176.00) per twenty-four hour (24-hour) On-Call Coverage shift.

d. **Medical Director**: Contractor shall be paid TWO HUNDRED EIGHTY-EIGHTDOLLARS ($288.00) per hour for up to ten (10) hours per month of Medical Director services and not to exceed TWO THOUSAND EIGHT HUNDRED EIGHTY ($ 2,880.00) per month.

III. Contractor acknowledges and understands that the services enumerated above may not be stacked to duplicate compensation. For example, if Contractor receives payment or compensation for professional medical services provided to patients during a Clinic Block and provides On-Call Coverage during clinic time, Contractor may not simultaneously receive additional payment under this agreement for On-Call Coverage.

IV. Contractor's failure to perform the listed services in any given month constitutes a material breach of this Agreement, and in such circumstances, in addition to exercising its right to offset as set forth in Section 5.7 of the Agreement, herein, the County, at its option, may withhold payment for any portion of services not rendered, terminate the Agreement pursuant to the

termination provisions above, work with the Contractor to reach a schedule for returning the Contractor to performance under this Agreement, revise this Agreement pursuant to the terms of this Agreement, pursue any remedy available at law, or any combination of these options. The Contractor is not entitled to payment for non-performance of services listed by this Agreement.

V. Notwithstanding the foregoing, no compensation shall be payable to the Contractor for any services where the Contractor has not submitted documentation reasonably required by SMMC, including without limitation, the IRS Form W-9 "Request for Taxpayer Identification Number and Certification" and any delinquent medical records.

VI. Payments shall be directed to:

Palo Alto Medical Foundation

Standard Mail:

PAMF Physician-Related Checks
P.O. BOX 277118
Sacramento, CA 95827-7118

FedEx, UPS, or other carrier that does not deliver to P.O. Boxes:

PAMF Physician Checks
Sutter Shared Services
9100 Foothills Blvd.
Roseville, CA 95747

## EXHIBIT C

## PERFORMANCE METRIC

80% of patients who are positive for tobacco use will receive smoking cessation counseling.

# EXHIBIT D

## MEDICAL DIRECTOR

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below as the Medical Director of **Vascular Surgery** under the general direction of the Chief Medical Officer, Medical Director of Specialty Services, or designee.

I. Contractor shall provide the following medico-administrative services:

a. Participate in SMMC's performance management and innovation initiatives concerning increasing the quality, efficiency, and effectiveness of care delivered to patients. This includes but is not limited to participation in the specialty referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback and will meet as needed with the Medical Director for Specialty Services or designee to create and update referral guidelines as appropriate.

b. Make recommendations to SMMC administrative leadership concerning quality of care, efficiency of services, operational needs concerning the delivery of services, or coordinating care for patients between departments at SMMC

c. Act as a liaison to and maintain communication with attending SMMC physicians, non-physician practitioners, and the SMMC Medical Staff concerning patient care

d. Develop educational materials and presentations for staff education at SMMC as requested by SMMC administrative leadership

e. Develop policies and procedures concerning patient care at the request of SMMC administrative leadership

f. As requested by SMMC administrative leadership, assist SMMC and the Center with preparation for licensing and accreditation surveys and inspections

g. As requested by SMMC administrative leadership, assist SMMC with triaging patients for **Vascular Surgery** services

h. Assist with coordinating and resolving concerns about physician coverage for **Vascular Surgery** services.

i. The performance of peer review, quality assurance, utilization management and program development of vascular surgery services as directed by administration.

Contractor acknowledges and understands that the services enumerated above may not include Contractor's professional medical services. If Contractor receives payment or compensation for professional medical services provided to patients, Contractor may not also receive payment under this agreement for medical director services.

Contractor shall electronically log Contractor's activities and submit the electronic log for approval in the system designated for electronic invoicing and activity log submission by County. During any electronic invoicing and activity log system and submission downtime Contractor's activities must be logged on the attached Activity Log.

## EXHIBIT D-1

### Medical Director Activity Log

****FOR ELECTRONIC ACTIVITY LOG DOWNTIME ONLY**

**Director Name: _____**

**Director Of (Service): Vascular Surgery**

**I.** Directorship Duties of Vascular Surgery Medical Director

a. Participate in SMMC's performance management and innovation initiatives concerning increasing the quality, efficiency, and effectiveness of care delivered to patients. This includes but is not limited to participation in the specialty referral process whereby contractors will review incoming referrals for appropriateness and completeness. Contractor agrees to provide referring providers with constructive, timely feedback and will meet as needed with the Medical Director for Specialty Services or designee to create and update referral guidelines as appropriate.

b. Make recommendations to SMMC administrative leadership concerning quality of care, efficiency of services, operational needs concerning the delivery of services, or coordinating care for patients between departments at SMMC

c. Act as a liaison to and maintain communication with attending SMMC physicians, non-physician practitioners, and the SMMC Medical Staff concerning patient care

d. Develop educational materials and presentations for staff education at SMMC as requested by SMMC administrative leadership

e. Develop policies and procedures concerning patient care at the request of SMMC administrative leadership

f. As requested by SMMC administrative leadership, assist SMMC and the Center with preparation for licensing and accreditation surveys and inspections

g. As requested by SMMC administrative leadership, assist SMMC with triaging patients for **Vascular Surgery** services

h. Assist with coordinating and resolving concerns about physician coverage for **Vascular Surgery** services.

i. The performance of peer review, quality assurance, utilization management and program development of vascular surgery services as directed by administration.

1. **All information recorded on this Log must be legible. Please print or type all information.**
2. **Please total your hours prior to submitting this Log to your hospital representative.**

## II. Log

| Date Activity Performed | Duty From List Above | Time Expended (In Quarter Hours) | Activities Performed Under this Duty<br><br>(Brief Description of Activity is REQUIRED) |
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| Date Activity Performed | Duty From List Above | Time Expended (In Quarter Hours) | Activities Performed Under this Duty<br>(Brief Description of Activity is REQUIRED) |
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**USE ADDITIONAL PAGES AS NECESSARY**

TOTAL HOURS:_____

By signing this document, the Director hereby attests that the Services and the number of hours recorded for such Services set forth herein were performed by Director and that Director fully performed all designated duties required during this month.

_____

**Medical Director** **Date**

# EXHIBIT E

## CITIZENSHIP DUTIES OF CONTRACTOR AND SMMC CODE OF CONDUCT

I. Contractor will meet County expectations of productivity, as determined by relevant standards and adjusted for local conditions.

II. Contractor will be physically present in the designated location and prepared to perform designated duties during the entire duration of the relevant work schedule as detailed in Exhibit A. Specifically, Contractor will commence work on time and not leave until duties are complete.

III. Contractor 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.

IV. Contractor will make all reasonable efforts to schedule services and procedures in a manner that complies with County's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances.

V. Contractor will attempt to provide two (2) months' notice, but under no circumstance shall provide fewer than two (2) weeks' notice, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.

VI. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated and participation in primary care provider education, including presentations at noon conferences.

VII. Contractor will make all reasonable efforts to comply with County requests to staff services at satellite, community-based clinics other than those at San Mateo Medical Center's Main Campus at 222 W. 39th Avenue, San Mateo, CA, provided that total services do not exceed those specified in Exhibit A.

VIII. Contractor will conduct themselves with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees and contractors.

IX. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing

education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.

X. Contractor shall provide medical staff administrative support to all SMMC departments in meeting standards as defined by the Joint Commission, Title XXII, and other applicable standards.

XI. Contractor will comply with all Federal, State or other governmental healthcare program requirements.

# EXHIBIT F

## BILLING REQUIREMENTS

All Contractors shall be obligated to comply with the following billing provisions:

## I. GENERAL DUTIES

A. 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 patient 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. County has complete authority to assign patients to various Contractors, determine write-offs, and take any other action related 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 County. Contractor shall participate in all compliance programs adopted by 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. Contractor agrees to keep accurate and complete records pursuant to the requirements listed in this Exhibit.

## II. AMBULATORY PATIENT

A. Contractor shall submit to County complete, accurate, and timely encounter forms.

B. "Complete" shall mean:

1. All billing and diagnosis codes shall be present on forms in current procedural terminology (CPT) and International Classification of Diseases, 10th Revision (ICD-10) format.
2. Contractor name, signature, title, provider number, and date shall be present on all documentation (paper or electronic).
3. Referral Authorization Form (RAF) and/or Treatment Authorization Request (TAR) will be completed by Contractor as required by Medi-Cal Health Plan of San Mateo (HPSM), and other payer regulations.

C. "Accurate" shall mean:

1. Evaluation and management (E & M) CPT codes must be consistent with level of care.
2. Other procedure codes must be consistent with diagnosis.

3. Procedures must be consistent with Medicare and Medi-Cal guidelines for medical necessity.
4. All Contractor services must be supported by documentation in patient chart.
5. All Contractor documentation must be legible.

D. "Timely" shall mean:

Submission of paper or the completion of electronic encounter charge forms to County within three (3) calendar days from the date of service.

Failure to timely complete encounter notes can, at the option of the County, result in withholding invoice payment until the encounter notes are complete.

E. County will provide physician paper encounter forms for services which require paper form completion and submission, and electronic system access when charges require electronic charge capture, as appropriate to specialties covered under this agreement. County will also provide, at time of service, encounter forms that will be embossed or have a sticker applied with the following information:
1. Medical record number
2. Patient name
3. Date of birth
4. Date of service
5. Patient number
6. Financial class

F. County will attach a Referral Authorization Form (RAF) with encounter form where appropriate.

**III. INPATIENT** (Includes Same Day Surgery and Observation)

A. Contractor shall submit to County complete, accurate, and timely charge slips and additional documentation needed for billing.
B. "Complete" shall mean:

1. All procedure codes shall be present on forms in the appropriate CPT format.
2. Contractor name, signature, title, provider number, and date shall be present on all documentation.
3. Treatment Authorization Request (TAR) will be completed by Contractor as required by Medi-Cal or Health Plan of San Mateo (HPSM), and other payers according to regulations.

C. "Accurate" shall mean:

1. E & M CPT codes must be consistent with level of care.
2. Other procedure codes must be consistent with diagnosis.
3. Procedures must be consistent with Medicare and Medi-Cal guidelines for medical necessity.
4. All Contractor services must be supported by documentation in patient chart.
5. All Contractor documentation must be legible.

D. "Timely" shall mean:

Contractor charge slips are submitted to County within three (3) calendar days of date of service.

Failure to timely complete encounter notes can, at the option of the County, result in withholding invoice payment until the encounter notes are complete.

E. Charge slips shall include:

1. Date of service
2. Appropriate CPT code
3. Physician signature and title
4. Patient name
5. Medical record number

F. Additional documentation shall mean:

1. Discharge summary is completed in the time and manner specified in San Mateo Medical Center (SMMC) Medical Staff Bylaws, Rules and Regulations.
2. Operative notes are accurate, complete in the time and manner specified in SMMC Medical Staff Bylaws, Rules and Regulations.
3. History and physical is complete inpatient chart.
4. Short Stay/Admission form completed with CPT for all surgeries.

# EXHIBIT G

## CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental healthcare program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

Contractor, to the extent its contractual duties require it to submit the reports covered in this paragraph, will promptly submit accurate information for Federal healthcare cost reports including, but not limited to, the requirement to submit accurate information regarding acute available bed count for Disproportionate Share Hospital (DSH) payment.

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal, State, and other governmental healthcare program requirements, as soon as possible.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal, State, and other governmental healthcare program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may cause undue influence or interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly if SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

***TO REPORT VIOLATIONS,***
***CALL THE COMPLIANCE HOT LINE: (800) 965-9775***

# EXHIBIT H

## HEALTH REQUIREMENTS

San Mateo Medical Center is committed to the health and well-being of all its staff and medical providers. As part of that commitment, we ask that you provide us with the following information. **Please note that appointments and reappointments will not be processed if the following health requirements are not met.**

1. **Tuberculosis [Required]**
   - Fill out the attached TB Screening form and submit documentation of your most recent TB test. Testing must have been done within the last one year. We do accept either PPD skin test or QuantiFERON (QFT) blood test.

2. **Measles, Mumps, Rubella and Varicella [Required]**
   - Submit proof of immunity to Measles, Mumps, Rubella and Varicella. Immunity must be demonstrated by serological evidence (titers) or documentation of 2 vaccinations.
   - If titers are below a level indicating immunity, you must receive a boosting dose of vaccine and submit documentation of vaccination.

3. **Hepatitis B [Required]**
   - Submit proof of immunity. If titers are below a level indicating immunity, it is recommended that you receive a boosting dose of vaccine. However, you have the right to decline by filling out and submitting the attached form.

4. **Influenza [Required]**
   - SMMC provides the vaccine free of charge during flu season. If you choose not to be vaccinated, you are required to wear a surgical mask in any patient care area for the entire flu season (October-May) per policy. If you received vaccination elsewhere, you must provide proof of vaccination to SMMC Employee Health by filling out the attached form.

5. **Tdap [Required]**
   - Documented Tdap vaccine within the last 10 years. You have the right to decline vaccination, please fill out attached form.

6. **COVID-19 Vaccine or Approved Exemption [Required]**
   - Documented proof of being fully vaccinated against COVID-19 (fully vaccinated is defined as ≥ 2 weeks following receipt of the second dose in a 2-dose series such as Pfizer/COMIRNATY or Moderna, or ≥ 2 weeks following receipt of one dose of a single-dose vaccine such as Janssen)
   - If you are unable to be vaccinated because of medical or religious reasons, then you must file for an exemption. Please email HS_SMMC_Employee_Health@smcgov.org to request the documentation needed to file and submit your exemption. If your exemption is approved, then

you are required to complete either once or twice weekly COVID-19 testing depending on the physical location of your work.

7. **N95 Fit Testing [Highly Recommend Completing Prior to Starting; Required Upon/After Start Date]**
   - All staff working in direct patient care must be N95 Fit tested annually. A schedule is available on the intranet. You can do fit testing after your start of work but it is highly recommended to do so prior as you will be unable to care for patients with suspected or confirmed airborne illnesses such as Covid-19 or TB If you have been N95 fit tested elsewhere, please provide documentation of date tested and the size you were fitted for (if providing documentation of fit testing from another facility, the N95 must be a brand/model/size that SMMC carries). See attached calendar.

Please contact the IC Hotline at 650-573-4744 or email HS_SMMC_Employee_Health@smcgov.org with any questions.

**San Mateo Medical Center- Health Clearance Check List**

Applicant Name: _____ Degree: _____
Department: _____
Date of Hire: _____ DOB: _____
Contacted by MSO: _____
Phone Number: _____ Email: _____
Cleared by EH: _____

**Please check one of the following boxes:**

☐ I am an Employee of San Mateo Medical Center and went to Kaiser, Occupational Health for medical clearance. ***No further documentation is needed****

☐ I am a contractor and will submit the required medical screening documents listed below:

**Tuberculosis (Required)**

☐ Annual Health Screening and Tuberculosis Surveillance (attached)* **AND**
☐ Documentation of most recent TB test. ***Must have been done in the last 1 year****

**Measles, Mumps, Rubella and Varicella (Required)**

☐ Documentation of Titers **OR**
☐ Documentation of 2 vaccinations

**Hepatitis B (Required)**

☐ Documentation of Titers **OR**
☐ Documentation of 3 vaccinations
☐ Declination signed (attached)*

**Influenza (Required)**

☐ Documentation of Flu Vaccination **AND**
☐ SMMC Flu Form (attached)*

**Tdap (Required)**

☐ Submit documentation of vaccine. ***Must have been done within the last 10 years**** **OR**

☐ Declination signed (attached) *

**COVID-19 (Required)**

☐ Documentation of COVID-19 Vaccination **OR**

☐ COVID-19 Exemption Forms submitted and approved

**N95 Fit Testing (Recommend Completing Prior to Starting; Required Upon/After Start Date)**

☐ Fit tested elsewhere. ***Submit documentation for current year**** **OR**

☐ Will get fit tested on next available date at SMMC