

**Professional Services Agreement
Between the County of San Mateo and Scott Oesterling, MD, Inc.
For Obstetrics & Gynecology Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health ("County") and **Scott Oesterling, MD, Inc.** ("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, 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, the County and Contractor entered into a Memorandum of Understanding with South County Community Health Center d.b.a. Ravenswood Family Health Center for Contractor to provide labor and delivery coverage at Lucile Salter Packard Children's Hospital at Stanford (hereafter, "LSPCH"), a true copy of which is attached as Exhibit I; 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 is an individual healthcare provider duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of **Obstetrics & Gynecology services** in the State of California.

1.2 **Contractor's Representatives**

- 1.2.1 The term "Contractor" shall include all Contractor's representatives, employees, shareholders, partners, subcontractors, and agents providing services in San Mateo County under this Agreement; i.e., every member of a medical group that contracts with the County shall be considered a "Contractor" for purposes of complying with this Agreement.
- 1.2.2 Where Contractor represents more than one individual, Contractor will designate a "Lead Contractor". This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including but not limited to enforcement of this Agreement, in cases where direct discussion with the contractor fails to adequately resolve this issue.

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. Contractor is responsible for all license dues.
- 1.3.3 Must have active Medical Staff membership and/or privileges as may be required under the Bylaws of County and LSPCH for Contractor to provide the services contemplated by this Agreement and the MOU attached as Exhibit I. Contractor is responsible for membership dues.

- 1.3.4 Contractor is 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 has not been convicted of a criminal offense.
- 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). Contractors 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, under the general direction of the Chief Executive Officer of SMMC or his/her designee, with respect to the product or results of Contractor's services, shall 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 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 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's fees. Contractor shall take all necessary actions to cause Contractor's fees to be paid to County, including signing any documents necessary to authorize County to bill payers directly. Contractor shall not bill or assert any claim for payment against any patient for services performed under this Agreement.

1.6 Substitute Responsibility

Contractor 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.

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1.7 **General Duties of Contractor**

1.7.1 **Administrative and Miscellaneous Duties and Responsibilities**

Contractor will cooperate with the administration of SMMC. Such cooperation shall include but not be 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. Contractor is to meaningfully engage in process improvement activities and lead projects as required.

1.7.2 Documentation and Coding Compliance

Contractor shall 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 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 comply with those billing-related requirements. Contractor will 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 agrees to 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.

1.7.4 Compliance with General Standards

Contractor shall maintain its 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 shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform County of any notice of any incident within its operations which may affect any license or certification held by Contractor within thirty (30) days.

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1.7.5 Compliance with Patient Information

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

All services to be performed by Contractor 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 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 shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, 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 or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has

no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor 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 acknowledges 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 certifies all contractor(s) and subcontractor(s) obligated under this contract 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 shall not discriminate against patients or County staff on the basis of disability. Contractor shall 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 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.

- C. Equal Employment Opportunity. Contractor 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;
 3. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and/or
 4. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

5. Examine Contractor's employment records with respect to compliance with this paragraph; and

6. Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Within thirty (30) days, Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations, provided that within such thirty (30) days such entity has not notified Contractor 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 shall provide County with a copy of its response to the complaint when filed/submitted.

- E. Compliance with Equal Benefits Ordinance. Contractor 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 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 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 is obligated to 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, Contractor shall notify County immediately, or as soon as is possible thereafter, in the event that:

- A. Contractor's license to practice 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. Contractor's 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. Contractor's controlled substance registration certificate (issued by the DEA), if any, is being or has been suspended, revoked, or not renewed;

- E. Contractor's 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 the Contractor has provided to County concerning Contractor's professional qualification or credentials;
- G. When a sexual misconduct or sexual abuse allegation has been made against Contractor;
- H. Contractor is charged with a crime; or
- I. Contractor 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's 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 shall participate in one or more of such plans and/or programs.

1.9 **Cooperation with County in Maintaining Licenses**

Contractor 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**

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 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 of Contractor's representatives 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.

1.13 Regulatory Standards

Contractor 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/Medical 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 perform his or her duties under this Agreement without direct supervision and in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her 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.

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Section 3: Term and Termination

3.1 Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2025 through May 31, 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’s loss, restriction, or suspension of his or her professional license to practice medicine in the State of California;
- B. Upon Contractor’s suspension or exclusion from the Medicare or Medi-Cal Program;

- C. If the Contractor violates the State Medical Practice Act;
- D. If the Contractor's professional practice imminently jeopardizes the safety of patients;
- E. If Contractor is convicted of a crime;
- F. If Contractor 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 the Contractor's medical staff privileges at the County;
- H. If Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- I. If Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- J. If Contractor 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 Contractor who has contracted to provide services for 48 weeks or more experiences an unplanned absence lasting longer than ONE (1) week; 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

County shall take out and maintain during the life of this Agreement such bodily injury liability, property damage, and professional liability insurance as shall protect Contractor while performing work covered by this Agreement which includes labor and delivery care to County and Ravenswood patients at LSPCH, from any and all claims which may arise from Contractor's operations or actions under this Agreement, whether such operations / actions are done by himself or herself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage coverage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- A. Comprehensive general liability insurance... \$1,000,000
- B. Motor vehicle liability insurance..... \$0-
- C. Professional liability insurance.....\$1,000,000 / \$3,000,000

4.1.1 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, increase in the amount of liability insurance to the level then customary in similar County agreements.

4.2 Tail Coverage

County 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

Contractor shall indemnify and hold harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought for or on account of: (i) injuries or death of any person, including Contractor; (ii) damage to any property of any kind whatsoever and to whomsoever belonging; (iii) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement; (iv) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (v) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or 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 damages for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the 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. Contractor shall indemnify, defend, and hold County harmless 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's representatives for services provided under this Agreement.

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: 650/573-2950

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

If to Contractor: Scott Oesterling, MD, Inc.
 1831 Stanford Ave.
 Menlo Park, CA 94025
 Scott.Oesterling@gmail.com

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**

Because this is a personal service contract, Contractor may not assign any of its rights or obligations hereunder without the prior written consent of County. County may assign this Agreement to any successor, to all or substantially all of County's operating assets, or to any affiliate of County. 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 all Contractor's representatives 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**

On any breach of the terms, failure to provide indemnity, or failure to perform by Contractor under this Agreement, 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 or Contractor's representatives to refer or admit any patients to or order any goods or services from County. The parties further acknowledge that Contractor may establish staff privileges at any other health care facility of Contractor's choosing and that Contractor is 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, Contractor: (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 D-1—Approved Contractor Provider List

Exhibit E—Citizenship Duties of Contractor

Exhibit F—Billing Requirements

Exhibit G—Corporate Compliance SMMC Code of Conduct

Exhibit H—Health Requirements

Exhibit I – County, Oesterling, and Ravenswood MOU

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

For Contractor: **Scott Oesterling, MD, Inc.**

<u>Scott Oesterling</u>	<u>04/17/2025</u>	<u>Scott D. Oesterling</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By: Dad. J. Conner Resolution No. 081147
President, Board of Supervisors, San Mateo County

Date: May 20, 2025

ATTEST:

By: Phil Gallagher
Clerk of Said Board

COUNTY OF SAN MATEO

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 shall provide professional **Obstetrics & Gynecology** services in the Department of Obstetrics & Gynecology including inpatient, emergency, and ambulatory care. Additionally, Contractor shall provide consultation services to County of San Mateo health care providers, social workers, case managers, homeless services navigators, and nursing staff as needed and requested during Contractor's scheduled clinical, supplemental, and on-call blocks and/or shifts to ensure coordination of care across the continuum of the County's healthcare and social support departments and initiatives.
- 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. **County Clinic Blocks:** Excluding County holidays, over the Term of this Agreement, Contractor shall perform five thousand four hundred forty-four (5444) four-hour (4 hr.) **Obstetrics & Gynecology** clinics ("Clinic Blocks").
 - i. Clinic Blocks will occur between regular business hours, Monday through Friday 8:00 a.m. – 5:00 p.m. in four-hour increments 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.

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iii. Clinic locations shall include the following County Health locations:

- Fair Oaks Clinic
- Coastside Clinic
- San Mateo Medical Center
- Other San Mateo County Health operated location(s) as mutually agreed in writing

b. **Surgical Blocks at SMMC:** Excluding County holidays, over the Term of this Agreement, Contractor shall perform four hundred fifty-two (452) four-hour (4 hr.) **Obstetrics & Gynecology** surgery (“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. **SMMC On-call Coverage:** For each Contract Year including County holidays Contractor shall provide unrestricted scheduled coverage of on-call and/or emergency call services at SMMC (“SMMC On-Call Coverage”) twenty-four hours (24 hrs.) per day, seven (7) days per week.

On-call coverage means availability for consultation and services upon notification beginning at 7:00 a.m. and ending at 7:00 a.m. the following day excluding any hours scheduled in Clinic, unless otherwise approved by the Medical Director for Specialty Services or designee. 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. **LSPCH Labor & Delivery Services:** For each Contract Year, including County holidays Contractor shall provide restricted, on-site coverage twenty-four (24) hours per day, seven (7) days per week labor and delivery coverage for County Patients and Ravenswood Patients who are transferred to or scheduled for delivery at LSPCH. Contractor is required to maintain adjunct clinical faculty status in the Stanford School of Medicine and privileges in good standing in LSPCH’s Medical Staff.

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e. **Medical Director:** Contractor will be the Medical Director of Obstetrics & Gynecology at SMMC. 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 thirty (30) hours per month.

f. **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 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 TEN MILLION SIX HUNDRED NINETY-TWO THOUSAND THIRTEEN DOLLARS (\$10,692,013.00).
- II. For all of the services specified in Exhibit A, Contractor shall be paid in monthly installments at a rate of TWO HUNDRED NINETY-SEVEN THOUSAND DOLLARS AND THIRTY-FIVE CENTS (\$297,000.35).
- III. Not later than ninety (90) days, or as soon thereafter as reasonably possible after the end of the Term or any extended Term, County shall cause a reconciliation to be performed of (a) the total monies paid by County to Contractor and (b) the hours of service provided by the Contractor according to the following formula, which is intended to approximate the compensation paid in accordance with Sections I. and II. above:
 - a. **Clinic Block:** Each assigned four-hour Clinic Block will be compensated at a rate of TWO HUNDRED SIXTY-NINE DOLLARS (\$269.00) per hour for each hour services are provided. If Contractor fails to provide at least five thousand four hundred forty-four (5444) four-hour (4-hr) County Clinic Blocks over the Term of the Agreement or the prorated equivalent amount of service prorated for any extension period; Contractor shall owe County TWO HUNDRED TWENTY DOLLARS (\$269.00) for each hour of service not provided.
 - b. **Surgical Blocks at SMMC:** Each assigned four-hour Surgical Block at SMMC will be compensated at or a rate of TWO HUNDRED SIXTY-NINE DOLLARS (\$269.00) for each hour services are provided. Four hundred fifty-two (452) 4-hour blocks of surgery in the operating room shall be provided over the Term of the Agreement, otherwise Contractor shall owe County TWO HUNDRED TWENTY DOLLARS (\$269.00) for each hour of service not provided.

- c. **SMMC On-Call Coverage:** Each assigned unrestricted SMMC On-Call Coverage shift will be compensated at a rate of FORTY-FOUR DOLLARS (\$44.00) per hour for each hour of SMMC On-Call Coverage provided. If Contractor fails to provide at least eight thousand seven hundred sixty (8760) hours of On-Call Coverage annually or equivalent amount of service prorated for any extension period, Contractor shall owe County FORTY-FOUR DOLLARS (\$44.00) for each hour of On-Call Coverage less than three thousand seven hundred sixty (8760) (or the prorated equivalent) provided. Any hours provided for in-person professional services in response to call during on-call hours shall be counted toward the annual on-call hours requirement.
- d. **LSPCH Labor & Delivery Services:** Each assigned twenty-four hour (24 hr.) shift of restricted on-site LSPCH Labor & Delivery Services covering County Patients and Ravenswood Patients will be compensated by County at a rate of ONE HUNDRED TEN DOLLARS AND FIFTY CENTS (\$110.50) per hour for each hour of LSPCH Labor & Delivery Services provided. If Contractor fails to provide at least eight thousand seven hundred sixty (8760) hours of LSPCH Labor & Delivery Services annually or the equivalent amount of service prorated for any extension period, Contractor shall owe County ONE HUNDRED TEN DOLLARS AND FIFTY CENTS (\$110.50) for each hour of LSPCH Labor & Delivery Services less than eight thousand seven hundred sixty (8760) hours (or the prorated equivalent) provided.

IV. 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. Additionally, while receiving compensation during the Term of this Agreement, Contractor acknowledges and understands that the monthly payment received from the County compensates Contractor in full for LSPCH Labor & Delivery Services. Accordingly, Contractor promises County that it will not bill Ravenswood for RFHN Physician Coverage as indicated in Section IV. subsection b. in the MOU attached as Exhibit I:

- b. Assure an RFHN Physician(s) participates in 73 24-hour OB Services coverage rotation shifts in a continuous one year period, with 18 shifts per quarter for three quarters and 19 shifts for one quarter of the one year period. In the event that the RFHN Physician(s) provide less than the allocated number of shifts in a quarter as described in the foregoing sentence, RFHN shall pay Oesterling Inc. \$3,000 for each shift which Oesterling Inc. has to provide coverage for in lieu of the RFHN Physician. Oesterling Inc. shall invoice RFHN on a quarterly basis for any such shifts for the foregoing quarter within 30 days after the end of each quarter and RFHN shall pay Oesterling Inc. the invoiced amount within 15 days from receipt of such invoice.

- V. 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.
- VI. 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.

EXHIBIT C

PERFORMANCE METRIC

Both the County and Contractor acknowledge the need for a quality-based performance measure based on mutually acceptable units of measurement. Compliance is measured by meeting or exceeding each of the metrics listed in this Exhibit C as measured by care provided to County Patients:

- a. C-section rate will be at or below the national average.
- b. Surgical site infection rates for OB/GYN less than the higher of (i) 2.5% or (ii) the Department of Surgery average (excluding Contract providers).
- c. One Contractor Provider will attend the Nurse Practitioner quarterly OB/GYN meeting and present one clinical standard the group should follow.
- d. The Patient Satisfaction score for OB/GYN patients regarding “trust providers with care” from NRC Health will reach current goal of 85%.

Both the County and Contractor acknowledge Contractor cannot achieve the metrics detailed above in this Exhibit C, without assistance and cooperation from the County and, at times, there are conditions the Contractor cannot control. Therefore, the County must meet the following operational conditions:

- a. A quarterly RVU report will be sent to Dr. Oesterling or another provider designated by Contractor.
- b. Ninety five percent (95%) of the time, the wait time for outpatient ultrasound will be less than ten (10) business days.
- c. Ninety five percent (95%) of the time, to facilitate the optimal use of block time, the surgical cases will be scheduled in ORM within seven (7) days from the date on the “Surgery orders” form. In addition, the operating room utilization rate will take into account all of the patient related reasons for cancellations in our effort to achieve maximum utilization.
- d. In the Operating Room (OR), the turnaround time between cases will be forty-five (45) minutes or less in ninety five percent (95%) of the cases. e. The Patient Satisfaction score for OB/GYN patients regarding “Nurses courtesy/respect” from

NRC Health will reach current Goal of 81. If, however, the NRC Health is below goal, County will nevertheless be deemed to have satisfied this metric if County shows at least one- and one-half percent (1.5%) improvement over the prior quarterly score.

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 **Obstetrics & Gynecology** 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 **Obstetrics & Gynecology** services
- h. Assist with coordinating and resolving concerns about physician coverage for **Obstetrics & Gynecology** services.

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.

Director Log

USE FOR ELECTRONIC SUBMISSION AND APPROVAL SYSTEM DOWNTIME ONLY

Director Name: _____

Director Of (Service): Obstetrics & Gynecology (SMMC Only)

I. Directorship Duties

- 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 **Obstetrics and Gynecology** services
- h. Assist with coordinating and resolving concerns about physician coverage for **Obstetrics and Gynecology** services.

IMPORTANT NOTICES:

- 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.

B. Log

Date Activity Performed	Duty From List Above	Time Expended (In Quarter Hours)	Activities Performed Under this Duty (Brief Description of Activity is REQUIRED)

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

Approved for applicability of reported duties:

Department/Unit Director

Date

EXHIBIT D-1

APPROVED CONTRACTOR PROVIDER LIST

1. Blumstein, Sylvia
2. Emont, Jordan
3. Kharsa, Zena
4. Lock, Scott
5. Meza, Pamela
6. Nwynn, Michael
7. Oesterling, Scott
8. Pao, Sharon
9. Quintana, Andrea
10. Solone, Michelle
11. Thompson, Justin
12. Tran, Linh
13. Young, Samuel
14. Young-Lin, Nicole

In order for Contractor to add or replace one of the above listed clinicians Contractor must seek the County's approval which at a minimum will include the Chief of Surgery, Medical Director of Specialty Services and the Chief Medical Officer or designee. Additionally, this Exhibit will have to be amended each time a clinician is added, removed or replaced.

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 \geq 2 weeks following receipt of the second dose in a 2-dose series such as Pfizer/COMIRNATY or Moderna, or \geq 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

EXHIBIT I

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into as of this 4 day of March, 2025, by and between South County Community Health Center, Inc. dba Ravenswood Family Health Network a California not for profit public benefit corporation and federally qualified health center ("RFHN"), the County of San Mateo acting through San Mateo County Health ("SMCH"); and Scott D. Oesterling, M.D., Inc. ("Oesterling Inc."). RFHN and SMCH may be referred to individually herein as an "Institution," and collectively as "Institutions."

Recitals

A. SMCH is a county wide health care system that operates San Mateo Medical Center, a Federally Qualified Health Center, that provides, within its scope of services, obstetrical care to Medi-Cal patients including professional antepartum, intrapartum and post-partum services ("OB Services") pursuant to its contract with Oesterling Inc., at its principal clinic location of 222 West 39th Avenue, San Mateo, California ("Clinic") and deliveries of its patients ("deliveries") at Lucile Salter Packard Children's Hospital ("LSPCH"); and

B. RFHN is located in San Mateo County, and is recognized and designated by the US Department of Health and Human Services, Bureau of Primary Health Care, Health Resources and Services Administration as a Federally Qualified Health Center; and provides Obstetrical Services and deliveries of its patients at LSPCH; and

C. Oesterling Inc. employs Scott Oesterling, M.D. ("Dr. Oesterling") and contracts with numerous other physicians credentialed and privileged through RFHN (or professional medical corporations such as physicians are sole shareholders of) to provide OB Services for RFHN patients at the Clinic and deliveries at LSPCH (collectively, "Coverage Physicians"); and

D. Oesterling Inc. contracts with Coverage Physicians to provide OB Services and deliveries for both RFHN and SMCH patients at LSPCH; and

E. RFHN employs at least one (or more) physician(s) specializing in obstetrics and gynecology (the "RFHN Physician") and desires for the RFHN Physician to participate as a Coverage Physician on the terms and conditions set forth in this MOU; and

F. In exchange for Coverage Physicians providing OB Services in accordance with this MOU, RFHN is agreeable to providing all Coverage Physicians, including the RFHN Physician, with professional liability insurance at its sole expense covering all OB Services provided by any of them (inclusive of deliveries) for RFHN patients; and

G. Oesterling Inc. and SMCH are parties to that certain Professional Services Agreement for the term of January 1, 2022 through March 31, 2025 as currently amended, for obstetrics and gynecology services to be provided by Coverage Physicians to SMCH patients (the "PSA"), which provides, among other things, for SMCH to provide Coverage Physicians with professional liability insurance at its sole cost for services provided thereunder to SMCH patients,

NOW, THEREFORE, the parties agree as follows:

I. Terms

This MOU shall 1) extend that certain MOU attached as "Exhibit A" through December 31, 2025, 2) incorporate those terms as are consistent and do not conflict with the terms set forth herein, and 3) supersede such terms as are inconsistent with those set forth herein. Notwithstanding the foregoing, this MOU may be terminated by any party at any time for cause which is uncured within 15 days after parties give notice to the defaulting party, as well as without cause starting upon the first anniversary hereof by giving 30 days' prior written notice to the other parties of such party's intent to terminate this MOU.

II. Responsibilities of Oesterling Inc.

- a. Schedule Coverage Physicians to provide OB Services including deliveries for RFHN patients at LSPCH on a 24 hour, 365 days a year basis;
- b. Clear and timely communication with the OBGYN care team at RFHN; and
- c. Contract with Coverage Physicians consistently with this MOU to provide OB Services to RFHN patients.

III. Responsibilities of RFHN

- a. Provide access to Oesterling Inc. and Coverage Physicians to accurate, complete and updated medical records (including prenatal) of RFHN patients;
- b. Register RFHN patients for deliveries at LSPCH at its cost, if any;
- c. Share with Coverage Physicians demographic and financial data required for billing for OB Services through SMCH;
- d. Clear and timely communication with Oesterling Inc. and Coverage Physicians;
- e. Provide professional liability insurance at RFHN's sole cost and expense for all Coverage Physicians for OB Services including deliveries (at Clinic and LSPCH) provided to RFHN patients for minimum amounts of \$1,000,000 per occurrence/\$3,000,000 aggregate with a recognized professional liability insurance carrier. In the event such insurance is "claims made" rather than "occurrence," RFHN shall obtain tail insurance at its sole cost for any Coverage Physician who ceases to provide OB Services to RFHN patients for any reason. RFHN shall deliver a copy of an insurance policy and certificate to each Coverage Physician (including tail coverage as required hereby) reflecting such insurance coverage prior to any Coverage Physician providing OB Services or deliveries hereunder. The start date of such professional liability insurance coverage shall be August 1, 2019 (the date of the last MOU with Oesterling, Inc. for providing OB Services to RFHN patients as indicated in Exhibit A), notwithstanding anything to the contrary in this MOU; RFHN indemnification (Section XI. d.) will address professional liability coverage for the the period from February 1, 2015 (the initial start date with Oesterling, Inc. for providing OB Services to RFHN patients) through July 31, 2019

- f. Such professional liability insurance shall include coverage for the RFHN Physician for OB Services provided at LSPCH;
- g. Provide professional liability insurance with minimum limits set forth above at RFHN's sole cost and expense for the RFHN Physician for GYN surgeries performed on RFHN patients at Stanford Hospital;
- h. Process credentialing applications for each Coverage Physician with RFHN and LSPCH at its sole cost; and

IV. Responsibilities of RFHN in regard to the RFHN Physician(s)

- a. RFHN shall identify to Oesterling Inc. the RFHN Physician(s) who shall be included as a Coverage Physician and provide OB Services and deliveries as described in this MOU;
- b. Assure an RFHN Physician(s) participates in 73 24-hour OB Services coverage rotation shifts in a continuous one year period, with 18 shifts per quarter for three quarters and 19 shifts for one quarter of the one year period. In the event that the RFHN Physician(s) provide less than the allocated number of shifts in a quarter as described in the foregoing sentence, RFHN shall pay Oesterling Inc. \$3,000 for each shift which Oesterling Inc. has to provide coverage for in lieu of the RFHN Physician. Oesterling Inc. shall invoice RFHN on a quarterly basis for any such shifts for the foregoing quarter within 30 days after the end of each quarter and RFHN shall pay Oesterling Inc. the invoiced amount within 15 days from receipt of such invoice.
- c. Assure that RFHN Physician will be able to perform GYN surgeries for RFHN patients at San Mateo Medical Center in collaboration with Coverage Physicians.
- d. Assure RFHN Physician(s) obtain and maintain privileges at San Mateo County Medical Center and LSPCH and status as an Adjunct Clinical Faculty at Stanford School of Medicine and bear all costs associated with obtaining and maintaining such privileges and status.
- e. Assure RFHN Physician(s) communicate appropriately with Dr. Oesterling in connection with the performance of Oesterling Inc.'s obligation as well as Coverage Physicians while participating in OB Services rotations and GYN surgeries.
- f. Assure RFHN Physician(s) provide OB Services as well as GYN services to both RFHN and SMCH patients while on duty as a Coverage Physician.
- g. Assure RFHN Physician(s) complete documentation as required to bill for OB Services and/or deliveries.

V. Responsibilities of Oesterling Inc.

Prepare OB Services coverage rotation schedules and provide to RFHN minimally 75 days in advance. Oesterling Inc. shall have the discretion to determine where to schedule Coverage

Physicians, based on Dr. Oesterling's judgement regarding each such Coverage Physician's skills and abilities and patient needs.

VI. Credentialing and Privileging Obligations of Coverage Physicians and RFHN

- a. Oesterling, Inc. represents and warrants, that the SMCH Contract Physicians respectively, are competent and experienced in provide OB services. RFHN represents and warrants to Oesterling Inc. that the RFHN Physician providing OB Services is competent and experienced in providing such Services and is duly credentialed with RFHN.
- b. All parties shall ensure that they are providing their respective services hereunder in a manner that is compliant with (i) all applicable federal, state and local laws, rules and regulations, (ii) applicable standards of the relevant specialty boards and nationally recognized credential boards and bodies, (iii) ethical requirements set forth by RFHN, professional organizations and licensing authorities and (iv) continuing education requirements of licensing authorities as applicable; and (v) all applicable policies and procedures of RFHN. Coverage Physicians and RFHN shall provide their respective services and perform related duties, including the completion of medical records documentation and other required reports, in accordance with the terms of this MOU and the applicable policies, procedures and contractual obligations of RFHN.
- c. Coverage Physicians and RFHN shall ensure that Coverage Physicians have completed the appropriate education and training required by an accredited program. Coverage Physicians and RFHN shall ensure that each Coverage Physician has the appropriate and necessary national and state certification to provide the OB Services and shall provide copies of such certification to the RFHN credentialing office prior to performing OB Services hereunder. RFHN shall credential and privilege all Coverage Physicians with RFHN and LSPCH at its cost prior to Coverage Physicians providing services hereunder and every two years thereafter. Oesterling Inc. and RFHN shall require Coverage Physicians to continue training and education required to maintain and update skills in performing OB Services and deliveries compatible with community standards for such Services. No Coverage Physician shall provide OB Services or deliveries at any facility in the event that such Physician's license or medical staff privileges at the applicable facility have been suspended, revoked or otherwise restricted.
- d. Coverage Physicians will participate in credentialing and privileging with RFHN at RFHN's sole cost and expense for the purpose of RFHN providing Coverage Physicians with professional liability insurance as set forth in Section III(e) above. RFHN shall credential and renew medical staff privileges for Coverage Physicians initially and at least every two years thereafter.

VII. Parties' Relationship. Subject to the express requirements of this MOU, RFHN shall have exclusive control of its management, assets and affairs and Coverage Physicians shall have exclusive professional judgement over the manner each provides OB Services. Each party shall be responsible only for its own acts and omissions and no party assumes any liability for any acts or omissions of any other party or any party's debts or obligations or liabilities.

VIII. Default. If any party commits a breach of this MOU, any non-breaching party may terminate this MOU if the breach is not cured within 20 days of the breaching party's receipt of notice of the breach from the non-breaching party, provided, however, that a non-breaching party may terminate this MOU

immediately upon the occurrence of any of the following events: (i) a Coverage Physician's loss of or restriction imposed on his or her professional license or Medicare or Medicaid certification, provided that only such Coverage Physician shall be removed from this MOU and this MOU in regard to the remaining parties shall remain in full force and effect, (ii) dissolution, reorganization or change in business of a party, (iii) a party receives a Statement of Deficiencies from the State or any successor agency which alleges that any services performed by such party were not in compliance with applicable law, rule, or regulation, (iv) an investigation of a party by any governmental agency regarding health care fraud that results in denial or delay of payment for services, including a pre-payment audit, (v) the imposition of any sanction against a party for healthcare fraud and abuse under applicable law, rule, or regulation or a plea or conviction of criminal liability or settlement or judgment of civil liability for health care fraud and/or abuse in the state or federal tribunal.

- IX. Notices.** Any notices permitted or required by this MOU will be deemed made on the day personally delivered in writing or the second business day if mailed by an overnight courier service such as Federal Express, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to RFHN: Ravenswood Family Health Network
1885 Bay Road
East Palo Alto, CA 94303
Attn: Gralyn Jacques, CEO

And to: Ravenswood Family Health Network
1885 Bay Road
East Palo Alto, CA 94303
Attn: Dr. Jaime Chavarria, CMO

If to SMCH: San Mateo County Health
500 Government Center, Chief's Office
Redwood City, CA 94063
Attn: Louise F. Rogers, Chief

And to: Office of the San Mateo County Counsel
Hall of Justice and Records
400 County Center, 6th floor
Redwood City, CA 94063

If to Oesterling Inc. Scott Oesterling M.D.
1831 Stanford Avenue
Menlo Park, CA 94025

- X. Licensure, Certification, Insurance and Hold Harmless.** Each Institution hereby warrants and certifies the following, all of which representations and certifications being continuous so long as this MOU is in effect:

- a. It is licensed by the appropriate agency of the State of California, if required.

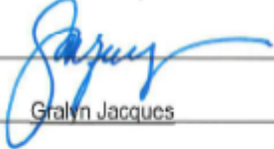
- b. It has all other approvals and certificates required by the appropriate state and federal agencies in order to qualify for and participate in Medicaid and Medicare.
- c. Each Institution shall at all times so long as this MOU is in effect maintain at its sole cost and expense, comprehensive general public liability and property damage insurance. Each Institution shall advise Oesterling Inc. promptly in the event that it receives notice or knowledge of any proposed amendment, change, cancellation or modification to such insurance coverage.
- d. RFHN shall indemnify and hold harmless the SMCH, the County of San Mateo and each Coverage Physician, Oesterling Inc. and each of their respective officers, agents, employees and servants (collectively, "Indemnified Parties") from all claims, suits, costs, expenses, liabilities or actions of every name, kind and description, including reasonable attorney fees, incurred by any of them arising from (i) injury to or death of any person, including an RFHN patient for OB Services performed by SMCH-Contracted Physicians starting with the original date Coverage Physicians and Oesterling Inc. commenced providing OB Services on to RFHN patients (on and after February 1, 2015) as well as any (ii) sanctions, penalties, or claims for damages resulting from RFHN's failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 and other federal and state laws related to the confidentiality of patient information (collectively, "HIPAA") and all rules, directives, regulations and guidelines promulgated under HIPAA (as the same may have been and may be in the future, amended or restated).

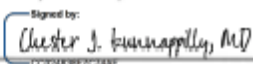
The duty of RFHN to indemnify and save harmless set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

XI. Confidentiality.

- a. Oesterling, M.D. Inc. recognizes and acknowledges that, by virtue of entering into this MOU and providing services to RFHN hereunder, Coverage Physicians may have access to certain information of RFHN that is confidential and constitutes valuable, special and unique property of RFHN. Oesterling Inc. shall require, in the contract it enters into with Coverage Physicians to provide OB Services, that Coverage Physicians shall not at any time, either during or subsequent to the term of this MOU, disclose to others, use, copy, or permit to be copied, without RFHN's express prior written consent, such confidential information except pursuant necessary for Coverage Physicians' performance of duties hereunder.
- b. All medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from the parties' performance of their respective obligations set forth in this MOU, shall be treated and maintained in a confidential manner by all parties and their employees and agents and shall not be released, disclosed or published to any party other than as required or permitted under applicable laws or as required to provide a party's obligations hereunder. The parties shall comply with HIPAA. Oesterling Inc. shall include such confidentiality provisions in each of the contracts it enters into with Coverage Physicians. RFHN will include a similar provision in its employment agreement with the RFHN Physician.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first above written.

("RFHN")
By: 
Name: Gralyn Jacques
Title: Chief Executive Officer

("SMCH")
By: 
Name: Chester J. Kunnappilly
Title: Chief Executive Officer, San Mateo Medical Center, Authorized Designee on behalf of the County of San Mateo

("Scott D. Oesterling, M.D., Inc.")
By: Scott Oesterling
Name: Scott Oesterling, MD
Title: President

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into as of August 1, 2019, by and between South County Community Health Center, Inc. dba: Ravenswood Family Health Center, (RFHC) a California nonprofit corporation and Federally Qualified Health Center, (FQHC); the County of San Mateo, acting through San Mateo County Health, (SMCH); and Scott Oesterling MD, Inc. (SMHC-Contracted Physicians). RFHC and SMCH may be referred to individually, herein, as an "Institution," and collectively, as the "Institutions."

Recitals

A. SMCH is a Countywide health care system that includes, within its scope of services, the provision of obstetrical coverage for antepartum, intrapartum and post-partum care through a contract with the SMHC-Contracted Physicians who provide such services at Lucile Packard Children's Hospital (LPCH).

B. RFHC is a Federally Qualified Health Center (FQHC) located in San Mateo County as recognized and designated by the US Department of Health and Human Services, Bureau of Primary Health Care, Health Resources and Services Administration.

C. RFHC has a principal location at 1885 Bay Road, East Palo Alto, CA., where OBGYN and Family Medicine physicians provide prenatal and postpartum outpatient care to women who deliver at LPCH.

D. RFHC and SMCH enter this MOU to set forth the terms pursuant to which SMCH will provide inpatient obstetrical coverage for antepartum, intrapartum and post-partum care for RFHC patients delivering at LPCH.

E. In addition, this MOU sets forth the terms pursuant to which an OBGYN physician employed by RFHC may be permitted to participate in the SMCH-Contracted Physicians' inpatient obstetrical coverage rotation under the supervision and proctoring of the SMHC-Contracted Physicians in order to satisfy the SFHC-employed physician's Board certification requirements.

Agreement

NOW, THEREFORE, the parties agree as follows:

I. Term of the Agreement

This Agreement shall be effective for the period beginning August 1, 2019, for a term of one year (i.e., through July 31, 2020), and thereafter it shall be renewed automatically for successive periods of one year, unless sooner terminated as herein provided. Notwithstanding the foregoing, this Agreement may be terminated by either party for any reason after the expiration of the first full year of the term hereof by giving thirty days'

prior written notice to the other party of its intention to withdraw from this Agreement and by ensuring the continuity of care to patients who already are involved in the transfer process. I

II. Responsibilities of SMCH

- a. OB inpatient antepartum, intrapartum and postpartum care of RFHC patients at LPCH through SMCH-Contracted Physicians.
- b. Clear and timely communication with the OBGYN care team at RFHC

III. Responsibilities of RFHC

- a. Providing access to SMCH and SMCH-Contracted Physicians to accurate and updated prenatal records for RFHC patients
- b. Ensuring RFHC patients are registered for delivery at LPCH
- c. Sharing demographic and financial data required for physician billing through SMCH
- d. Clear and timely communication with the OB delivery team from SMCH

IV. Responsibilities of the RFHC OBGYN Employee Participating in Intrapartum Care

- a. RFHC shall identify its employee OBGYN who shall provide services as described below in this Section IV of this MOU
- b. Participating in up to one 24-hour OB delivery rotation per week for the SMCH-Contracted Physicians for 46 weeks during each year during the term of this MOU
- c. Performing GYN surgeries for up to one day per week for 46 weeks during each year during the term of this MOU at either SMCH or Stanford Hospital
- d. Obtaining and Maintaining privileges at SMCH, LPCH and Stanford Hospital and bearing all costs associated with obtaining and maintain such privileges
- e. Reporting to Dr. Scott Oesterling, who leads the SMCH-Contracted Physicians, and such other physicians as may be identified by Dr. Oesterling while participating in OB delivery rotations and GYN surgeries
- f. Providing OBGYN deliveries and surgeries to patients of both RFHC and SMCH while on duty with the SMCH-Contracted Physicians
- g. Completing documentation as required for the SMCH-Contracted Physicians to bill for delivery services

V. Responsibilities of the SMCH-Contracted Physicians

- a. Maintain three (3) months advance schedules of 24-hour OB delivery rotation for the RFHC OBGYN participating in their Intrapartum care rotation, if Dr. Oesterling shall have the discretion to determine whether to schedule the RFHC OBGYN physician, based on at the discretion of Dr. Scott Oesterling, based on his judgment regarding that physician's skills and abilities and patient needs.
- b. Pay RFHC \$3,000 for each 24-hour OB delivery rotation performed by the RFHC-employed OBGYN physician.
- c. The parties agree that RFHC will bill the professional fee for GYN surgeries performed by the RFHC-employed OBGYN physician at Stanford Hospital, outside of on-call duties.
- d. Share demographic and financial data required for RFHC professional billing for GYN surgeries and procedures performed by the RFHC-employed OBGYN physician at Stanford Hospital only for RFHC patients.

VI. Credentialing and Privileging Obligations of SMCH and RFHC

SMCH and RFHC shall ensure the following with respect to its Professional Staff:

- a. **Employment Standards.** SMCH and RFHC mutually represent and warrant that each has evaluated its Professional Staff and has determined that Professional Staff meet all applicable employment standards of SMCH and RFHC and are competent and experienced to provide Services.
- b. **Professional Standards.** SMCH and RFHC shall ensure that in the performance of Services, Professional Staff providing services pursuant to this MOU shall comply with (a) applicable federal, state and local laws, rules and regulations, (b) applicable standards of the relevant specialty boards and nationally recognized credentialing boards and bodies, (c) the ethical requirements of the SMCH and RFHC Associations to which Professional Staff are licensed and certified with and (d) all continuing education requirements of their respective California Boards as applicable; and (e) all applicable policies and procedures of SMCH and RFHC. SMCH and RFHC shall ensure that Professional Staff provide the Services and perform related duties, including the completion of medical records documentation and other required reports, in accordance with the terms of this Agreement and the applicable policies, procedures and contractual obligations of SMCH and RFHC.
- c. **Professional Education, Certification and Other Qualifications.** SMCH and RFHC shall ensure that each Professional Staff Member providing services pursuant to this MOU has completed the appropriate education and training required by an accredited program. SMCH and RFHC shall ensure that each Professional Staff Member has the appropriate and necessary national and state certification to provide the Services and shall provide copies of such certification to SMCH and RFHC prior to performing such Services. SMCH and RFHC shall credential and privilege all of its Professional Staff prior to providing services and every two years thereafter. SMCH and RFHC shall require Professional Staff to continue to pursue training and education as required to maintain and update skills compatible with standards of SMCH and RFHC in the community. SMCH and RFHC shall not permit Professional Staff to provide services at SMCH or RFHC in the event there has been any action taken against the Professional Staff Member to suspend, revoke or otherwise restrict the certification at SMCH or RFHC.

VII. Parties' Relationship. SMCH and RFHC shall have exclusive control of the management, assets, and affairs of their respective Institutions. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to patient care, and neither party by this Agreement assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.

VIII. Default. If any party commits a breach of this Agreement, any non-breaching party may terminate this Agreement if the breach is not cured within 20 days of the breaching party's receipt of notice of the breach from the non-breaching party, provided, however,

that a non-breaching party may terminate this Agreement immediately upon the occurrence of either of the following events: (i) a party's loss or restriction of licensure or Medicare or Medicaid certification, (ii) dissolution, reorganization or change in business of a party (iii) a party receives a Statement of Deficiencies from the State or any successor agency which alleges that any services performed by another party were not in compliance with applicable law, rule, or regulation, (iv) an investigation of a party by any governmental agency regarding health care fraud that results in denial or delay of payment for services, including a pre-payment audit, (v) the imposition of any sanction against a party for health care fraud and abuse under applicable law, rule, or regulation or a plea or conviction of criminal liability or settlement or judgment of civil liability for health care fraud and/or abuse in any state or federal tribunal.

- IX. Notices.** Any notices permitted or required by this Agreement will be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other person and address as either party may designate in writing:

If to RFHC: Ravenswood Family Health Center
1885 Bay Road
East Palo Alto, CA 94303
Attn: Luisa Buada, CEO

And to: Ravenswood Family Health Center
1885 Bay Road
East Palo Alto, CA 94303
Attn: Dr. Jaime Chavarria, CMO

If to SMCH: San Mateo County Health
225 37th Avenue, Chief's Office
San Mateo, CA 94403
Attn: Louise F. Rogers, Chief

And to: Office of the San Mateo County Counsel
Hall of Justice and Records
400 County Center, 6th Floor
Redwood City, CA 94063

If to SMCH
-Contacted Physicians: Scott Oesterling MD, Inc.
1831 Stanford Avenue
Menlo Park, CA 94025

- X. Licensure, Certification, Insurance and Hold Harmless.** Each Institution hereby warrants and certifies the following:
- a. **Licensure.** It is licensed by the appropriate agency of the State of California, if required.
 - b. **Certification.** It has all other approvals and certificates required by the appropriate state and federal agencies in order to qualify for and participate in Medicaid and Medicare.
 - c. **Insurance.** Each of the Parties shall at all times during the term of this Agreement maintain at its sole cost and expense, comprehensive general public liability and property damage insurance. RFHC and SMCH will notify the other promptly in the event that either receives notice or knowledge of any proposed amendment, change, cancellation or modification to such insurance coverage.
 - d. RFHC shall indemnify and hold harmless the SMCH, the County of San Mateo and the SMCH-Contracted Physicians, and their respective officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought for and on account of: (i) injuries or death of any person, including RFNC; (ii) damage to any property of any kind whatsoever and to whomsoever belonging; (iii) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this MOU; (iv) any sanctions, penalties, or claims of damages resulting from RFHC's failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 (HIPAA) and all federal regulations promulgated thereunder, and as amended; or (v) any other loss or costs, including, but not limited to that caused by the concurrent active or passive negligence of SMCH, the County, or SMCH-Contracted Physicians, and/or their respective officers, agents, employees or servants resulting from the performance of any work called for under this MOU or payments made pursuant to this MOU, provided that this shall not apply to injuries or damages that SMCH or the SMCH-Contracted Physicians have been found in a court of competent jurisdiction to be solely liable by reason of their own negligence or willful misconduct.

The duty of RFHC to indemnify and save harmless set forth herein shall include the duty to defend as set forth in Section §779 of the California Civil Code.


XI. Confidentiality.


- a. **Facility Information.** SMCH recognizes and acknowledges that, by virtue of entering into this Agreement and providing services to RFHC hereunder, SMCH may have access to certain information of RFHC that is confidential and constitutes valuable, special, and unique property of RFHC. SMCH agrees that SMCH will not at any time, either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, without RFHC's express prior written consent, except pursuant to SMCH's duties hereunder, any confidential or proprietary information of RFHC,

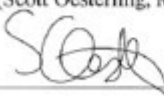
including, but not limited to, information which concerns RFHC's patients, costs, prices, and treatment methods at any time used, developed, or made by RFHC and which is not otherwise available to the public.

- b. **Patient Identifying Information.** All medical information and data concerning specific patients (including, but not limited to, the identity of the patients), derived from the business relationship set forth in this Agreement, shall be treated and maintained in a confidential manner by the parties to this Agreement and their employees and agents and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties to this Agreement shall comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the Privacy and Security Standards and the Standards for Electronic Transactions promulgated or to be promulgated by the Secretary of Health and Human Services. SMCH agrees to sign any additional agreements(s) which the RFHC is mandated by the Standards to enter into with contractors who have access to Protected Health Information. (c) SMCH shall include substantially similar confidentiality provisions in each of the contracts SMCH negotiates with any party which SMCH shall engage to perform any of the services which SMCH is obligated to perform if such personnel or service providers shall have access to Protected Health Information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

("RFHC")
By: 
Name: Luisa Buada
Title: Chief, Executive Officer

("SMCH")
By: 
Name: Louise F. Rogers
Title: Chief, San Mateo County Health

(Scott Oesterling, MD, Inc.)
By: 
Name: Scott Oesterling, MD
Title: _____