

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

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

W I T N E S S E T H:

WHEREAS, County operates health care facilities collectively known as “San Mateo Medical Center” (SMMC); and

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

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

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

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

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

Section 1: Contractor’s Obligations

1.1 Organizational Status

Contractor represents and warrants that:

The physician(s) providing services for the patients of the County pursuant to this Agreement shall be duly licensed, certified, accredited or otherwise duly authorized to practice medicine in the specialty of **Vascular Surgery** in the State of California.

1.2 Contractor’s Representatives

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

1.3 **Qualifications**

The following indicate qualifications that must be satisfied by each Contractor Provider 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 Provider 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 for Contractor Provider to provide the services contemplated by this Agreement. Contractor Provider is responsible for membership dues.
- 1.3.4 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 Has not been convicted of a criminal offense.
- 1.3.6 Contractor Provider agrees to participate in the County's Organized Health Care Arrangement (OHCA), as described by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor Provider who choose to opt out of OHCA agree to advise the SMMC Medical Staff Office in writing and will provide their own Notice of Privacy Practice (NPP).

1.4 **Services to be Performed by Contractor**

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

1.5 **Payments**

1.5.1 Maximum Amount

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed the amount 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 and signed by both parties via an amendment to this Agreement. Each payment shall be conditioned on the Contractor's and Contractor Provider(s)'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 submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. Such invoice shall separately identify by service type the number of time-period blocks, consults or shifts for each type of service listed in Exhibit A, and comply with all requirements herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. Invoices will be processed between thirty (30) to forty-five (45) days.

1.6 **General Duties of Contractor**

1.6.1 Administrative and Miscellaneous Duties and Responsibilities

Contractor shall ensure that Contractor Provider(s) 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). Contractor Provider(s) must complete documentation in medical records 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. Participate in peer review;
- D. Timely complete all required training and education;
- E. Complete time studies as required by California and Federal reimbursement regulations, and County's compliance programs;
- F. Meet quarterly with the Medical Director of Specialty Services or their designee to address whether the contract services as described in Exhibit A and performance metrics, if included and described in Exhibit C are being met;
- G. 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; and
- H. Contractor Provider(s) is to meaningfully engage in process improvement activities and lead projects as required.

1.6.2 Billing and Coding Compliance

Contractor shall ensure that Contractor Provider(s) 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 agrees to keep accurate and complete 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 at least 85% of the time with adequate support and education from SMMC revenue cycle staff. Audits will be performed quarterly.

1.6.3 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.

1.6.4 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. Upon reasonable request by County, Contractor shall provide satisfactory evidence of such licenses and certificates.

1.6.5 Compliance with Patient Information

Contractor and Contractor Provider(s) shall keep in strictest confidence and in compliance with all applicable state and federal laws any patient information. Contractor and Contractor Provider(s) 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, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance and, if applicable, (2) in compliance with the Business Associate requirements set forth in Attachment H, if attached hereto. 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.

1.6.6 Compliance with Jury Service Ordinance

Contractor shall comply, and ensure that PAFMG complies, as applicable, 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 or PAFMG, as applicable, 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 PAFMG, as applicable, or that the Contractor or PAFMG, as applicable, 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 and PAFMG, as applicable, have and adhere to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor or PAFMG have 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 and PAFMG have no full-time employees who live in San Mateo County. To the extent that it or PAFMG hires any such employees during the term of its Agreement with San Mateo County, Contractor or PAFMG, as applicable, 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.

1.6.7 Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies that Contractor, PAFMG and Contractor Provider(s) 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.

1.6.8 Non-Discrimination

Contractor and Contractor Provider(s) shall 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 the performance of any services in this Agreement. This

Section applies only to Contractor Provider(s) who are providing services to members of the public under this Agreement.

Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting as part of this Agreement a signed letter of assurance of compliance (Attachment I to this Agreement). Contractor employs fifteen (15) or more persons, and pursuant to 42 C.F.R. section 84.7(a), has designated the person authorized to execute this Agreement on behalf of Contractor as the person to coordinate Contractor's efforts to comply with the federal regulation. All communications regarding compliance with Section 504 of the Rehabilitation Act of 1973 shall be sent to the addresses listed in Section 5.1 (Notices).

General Non-Discrimination. Contractor agrees that no person shall be denied any services 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.

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.

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:

- A. Termination of this Agreement;
- B. Disqualification of Contractor from bidding or being awarded a County contract for a period of up to three (3) years;
- C. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and/or
- D. 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:

- A. Under supervision, examine Contractor's employment records with respect to compliance with this paragraph; and
- B. 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 arising out of services provided at SMMC in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations, provided that within such thirty (30) days such entity has not notified Contractor 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.

Compliance with Equal Benefits Ordinance. Contractor and PAFMG, as applicable, shall comply with all applicable 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.

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.

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.

1.6.9 Managed Care Contracts

Contractor is obligated to ensure that Contractor Provider(s) participate in and observe the provisions of all managed care contracts which County may enter into on behalf of Contractor for health care 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). Any services billed under such managed care contracts shall be billed by County under the County's tax identification number.

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

During the term of this Agreement, Contractor shall ensure that each Contractor Provider(s) notify County immediately, or as soon as is possible thereafter, in the event that:

- I. Contractor Provider's license to practice in any jurisdiction is suspended, revoked, or otherwise restricted;
- II. A complaint or report concerning Contractor Provider's competence or conduct is made to any state medical or professional licensing agency;
- III. Contractor Provider's privileges at any hospital or health care facility or under any health care plan are denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;
- IV. Contractor Provider's controlled substance registration certificate (issued by the Drug Enforcement Administration), if any, is being or has been suspended, revoked, or not renewed;
- V. Contractor Provider's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;
- VI. There is a material change in any of the information the Contractor Provider has provided to County concerning Contractor Provider's professional qualification or credentials;
- VII. When a sexual misconduct or sexual abuse allegation has been made against the Contractor Provider;
- VIII. Contractor Provider is charged with a crime; or
- IX. Contractor or Contractor Provider breaches any of the terms of this Agreement; violates any of the County's rules or regulations, or if the Contractor is subject to or a participant in any form of activity which could be characterized as discrimination or harassment.

1.7 **Provision of Records for County**

Contractor shall furnish any and all information, records, and other documents related to Contractor's and Contractor Provider(s)'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.

1.8 **Cooperation with County in Maintaining Licenses**

Contractor Provider(s) 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.

1.9 **Contractor's Conflict of Interest**

To the best of Contractor's knowledge, and to the extent it would materially impact the obligations or performance of services under this Agreement, Contractor shall inform County of any other arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor or Contractor Provider(s) pursue 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.

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

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

1.11 **No Power to Contract in the Name of the Other Party**

Contractor shall not have the right or authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County. Likewise, neither the County nor anyone acting on behalf of the County under this Agreement shall have the right or authority to enter into any contract in the name of Contractor, or any Contractor Provider, or to otherwise bind Contractor or PAFMG in any way without the express consent of Contractor or PAFMG, respectively.

1.12 **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/Medi-Cal conditions of participation, and any amendments thereto.

1.13 **Availability of Records for Inspection**

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General, 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 requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to

have been waived by County, Contractor, or any Contractor Provider by virtue of this Agreement.

1.14 Professional Standards and Medical Decision Making

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

Section 2: Change of Circumstances

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

Section 3: Term and Termination

3.1 Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2022, through August 31, 2025. 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 may be immediately terminated as follows:

- A. Upon any of the Contractor Provider's loss, restriction, or suspension of his or her professional license to practice medicine in the State of California;
- B. Upon either party's suspension or exclusion from the Medicare or Medi-Cal Program;
- C. If any of the Contractor Provider(s) violate the State Medical Practice Act;
- D. If any of the Contractor Provider(s)'s professional practice imminently jeopardizes the safety of patients;
- E. If any Contractor Provider is convicted of a felony or health care crime;
- F. If any Contractor Provider violates ethical and professional codes of conduct of the workplace as specified under state and federal law and Exhibit E;
- G. Upon revocation, cancellation, suspension, or limitation of any Contractor Provider's medical staff privileges at the County;
- H. If any Contractor Provider has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- I. If any Contractor Provider becomes disabled so as to be unable to perform the duties required by this Agreement;
- J. If PAFMG fails to maintain professional liability insurance required by this Agreement;
- K. Upon County's loss of certification as a Medicare and/or Medi-Cal provider;
- L. If 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. Notwithstanding the foregoing, County shall have the option of withdrawing its acceptance of a Contractor Provider, as described in Section 1.3.1 without terminating this Agreement. Withdrawal of acceptance of a Contractor Provider 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. Contractor, however, shall have the right to view, inspect and copy patient records for billing, treatment and quality improvement purposes.

3.3.5 National Practitioner Data Bank Required Reporting

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

3.3.6 California Reporting Requirements

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

Section 4: Insurance and Indemnification

4.1 Insurance

Contractor shall not commence work under this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the County. Contractor and PAFMG shall furnish County with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual endorsement extending Contractor's and Contractor Provider(s)'s coverage, as applicable, to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30)

days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

4.1.1 Violation of This Section or Decrease/Cancellation of Coverage

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

4.1.2 Workers' Compensation and Employer Liability Insurance

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

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

4.1.3 Liability Insurance

Contractor and PAFMG shall each take out and maintain on their own behalf, and shall ensure that all Contractor Providers maintain on their own behalf, during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor, PAFMG and Contractor Provider, as applicable, while performing work covered by this Agreement, from any and all claims for property damage which may arise from their respective operations or actions under this Agreement. Such insurance shall not be less than in the amounts specified below.

Such insurance shall include:

- A. Comprehensive general liability insurance... \$1,000,000
(Contractor and PAFMG)
- B. Motor vehicle liability insurance..... \$0-
- C. Professional liability insurance.....\$1,000,000/\$3,000,000 (PAFMG only)

4.1.4 County as Certificate Holder

County and its officers, agents, employees, and servants shall be named as Certificate Holder on any such policies of general liability insurance. Such policies shall also contain a provision that the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary

insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto.

4.2 **Tail Coverage**

If Contractor or PAFMG, as applicable, obtains one or more claims-made insurance policies to fulfill its obligations, Contractor or PAFMG, as applicable, will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

4.3 **Hold Harmless**

- a. It is agreed that Contractor shall defend, hold harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement or result from the performance of any work required of or payments made pursuant to this Agreement, and which result from the negligent (or malicious/reckless) acts or omissions of Contractor and/or its officers, employees, agents, and servants (including, but not limited to PAFMG and Contractor Providers), provided that this shall not apply to injuries or damages which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.
- b. Contractor shall defend, hold harmless, and indemnify County from and against any and all claims for wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor Provider for services provided under this Agreement.
- c. It is agreed that County shall defend, save harmless, and indemnify Contractor and its officers, employees, agents, and servants (including Contractor Provider(s)) from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the negligent (or malicious/reckless) acts or omissions of County and/or its officers, employees, agents, and servants, provided that this shall not apply to injuries or damages which Contractor and/or Contractor Provider has been found in a court of competent jurisdiction to be solely liable by reason of their own negligence or willful misconduct.
- d. The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- e. In the event of concurrent negligence (or malicious/reckless acts) of County and/or its officers, employees, agents, and servants, on the one hand, and Contractor and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out

of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

Section 5: Miscellaneous Provisions

5.1 Confidentiality

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

5.2 Notice Requirements

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below; and (2) either deposited in the United States 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 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 Counsel's Office
400 County Center, 6th Floor
Redwood City, CA 94063
Facsimile: 650/363-4034

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

With Copy to:
Sutter Health
2000 Powell Street, Suite 1000
Emeryville, CA 94608
Attn: Office of the General Counsel

5.3 Merger Clause, Amendment, and Counterparts

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or

specification set forth in this body of the Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this Agreement, the provisions of this body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document, whether written or otherwise, are not binding. All subsequent modifications shall be in writing and signed by the parties.

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

5.4 **Severability**

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

5.5 **Assignment**

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

5.6 **Independent Contractor**

Contractor and Contractor Provider(s) 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 Provider(s) 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 manner in which services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.7 **Regulatory Requirements**

Nothing in this Agreement or any other written or oral agreement, or any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any patient to or the generation of any business between County, SMMC, Contractor, PAFMG, Contractor Provider or any other physician. This Agreement is not intended to influence Contractor's, PAFMG's, or any Contractor Provider's judgment in choosing the medical facility appropriate for the proper care and treatment of their patients, or restrict any physician from establishing medical staff membership or clinical privileges at any other healthcare facility.

5.8 **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.

5.9 **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 Provider.

5.10 **Governing Law**

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

5.11 **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 and Contractor Provider(s) from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Contractor, or Contractor Provider(s), Contractor and Contractor Provider(s): (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.

5.12 **Disclosure of Records**

Contractor agrees to provide upon reasonable notice to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or to their appropriate audit agencies access to and the right to

examine and audit all records and documents necessary to determine compliance with this Agreement, to determine compliance with relevant federal, state, and local statutes, ordinance, rules, and regulations, and to evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records.

Without limiting the foregoing, Contractor shall maintain such records and provide such information to County and to government officials as may be necessary for compliance by County with all applicable provisions of all state and federal laws governing County. Upon request, County and government officials shall have access to and be given copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, business records, and papers relating to the Contractor's provision of health care services to patients, the cost of such services, payments received by the Contractor from patients (or from others on their behalf), and the financial condition of Contractor. Such records described herein shall be maintained at least four (4) years from the end of the contract term.

All records of Contractor shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained during any governmental audit or investigation.

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—List of Contractor Providers
- Exhibit E—Citizenship Duties of Contractor
- Exhibit F—Billing Requirements
- Exhibit G—Corporate Compliance SMMC Code of Conduct (Third Parties)
- Exhibit F—Health Requirements
- Attachment I—§ 504 Compliance

Signature Page Follows

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

For Contractor: Sutter Bay Medical Foundation dba Palo Alto Medical Foundation for Health Care, Research and Education



Contractor Signature

07/10/2022

Date

Rob Nordgren, MD

Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

ACKNOWLEDGMENTS

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

PALO ALTO FOUNDATION MEDICAL GROUP, INC.

By: Kurt Vandevort, MD
Kurt Vandevort, MD (Jul 13, 2022 17:31 PDT)

Name: Kurt Vande Vort, M.D.

Title: Chief Executive Officer

EXHIBIT A

SERVICES

In consideration of the payments specified in Exhibit B, Contractor, through Contractor Provider(s) shall perform the services described below under the general direction of the Chief Medical Officer, Medical Director of Specialty Services, and Medical Director of Surgery Department, or designee.

- I. Contractor Provider(s) shall provide professional vascular surgery services in the Department of Surgery, including inpatient, ambulatory and surgical care.
- II. Each consecutive and continuous 12-month period within the term of this Agreement, constitutes a “Contract Year”, and any fraction of a Contract Year shall be treated pro rata for purposes of obligated services, performance metrics, and compensation. Specifically, for the term of this Agreement, Contractor will provide the following services:
 - a. **Clinic Blocks:** In each Contract Year, Contractor Provider(s) shall perform thirty-six (36) four-hour vascular clinics (“Clinic Blocks”), with a target of twelve (12) patients seen per Clinic Block.
 - i. Clinic Blocks will occur during regular business hours, Monday through Friday 8:00 a.m. – 5:00 p.m. and shall be arranged in advance with the Chief Medical Officer, Medical Director for Specialty Services or designee.
 - b. **Surgery Blocks:** In each Contract Year, Contractor Provider(s) shall perform thirty-six (36) four-hour vascular surgeries (“Surgery Blocks”).
 - i. Surgery hours shall be scheduled Monday through Friday between 7:30 a.m. – 4:30 p.m. and shall be arranged in advance with the Chief Medical Officer, Medical Director for Specialty Services or designee. Add-on cases during nights and weekends will be approved and compensated only if emergent and not able to be scheduled during normal hours. Any elective add-on cases require prior administrative approval.
 - c. **On-call Coverage:** For each Contract Year, Contractor Provider(s) shall provide scheduled coverage of on-call and/or emergency call services (“On-Call Coverage”) including inpatient, ambulatory, and Emergency Department consults and all follow-up from call, including operative cases as follows:
 - i. At least 42 weekends per Contract Year. Weekends are Saturday and Sunday.
 - ii. At least 208 days of Weekday Coverage per Contract Year. Weekdays are Monday through Friday.
 - iii. Call coverage is as follows:
 1. Monday through Thursday 7:00 p.m. to 7:00 a.m.
 2. Friday 7:00 p.m. to 5:00 a.m.
 3. Friday 5:00 a.m. through Monday 7:00 a.m.
 - iv. When on-call, Contractor must adhere to the current On-Call Policy.
 - d. **Medical Director:** A Contractor Provider will serve as the Medical Director of Vascular Surgery. In this role such Contractor Provider’s responsibilities will be to create the schedule, reviewing cases as needed, manage recruiting, and aligning the service to meet all of patients’ needs within SMMC.
- III. Contractor shall ensure that Contractor Provider(s) agree 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 appropriateness and completeness. The Contractor Provider serving as the Medical Director of Surgery shall 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. Each Contractor Provider(s) 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. Each Contractor Provider(s) 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 Provider(s) 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 Provider(s) 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 specified in Exhibit A, County will pay Contractor as follows:

- I. Contractor shall be paid at rates associated with Medical Group Management Association (MGMA) Physician Compensation and Production Survey 2020 Data, Median Compensation for Western Section for Surgery: Vascular services.
- II. Contractor's compensation by County for Surgery: Vascular services is based on a .25 FTE and projected volume of 1,463 Relative Value Unit (RVUs) per annum. The County utilizes the MGMA Physician Compensation and Production Survey 2020 Data, Work RVUs for Western Section for Surgery: Vascular for a 1.0 FTE reduced by 10% to account for additional administrative time, multiplied by the FTE amount, to determine RVU targets.
 - a. If the contract terms of service are amended such that the current numbers of clinic or other components of the services set forth in Exhibit A are changed, the projected volume of RVU work units and corresponding compensation shall be adjusted accordingly.
 - b. If the average monthly work units for Contractor Provider(s)'s productivity (based on 1,463 RVUs) vary by fifteen percent (15%) over a six (6) month period, the Chief Medical Officer or designee will review and discuss the compensation metric with Contractor Provider(s), and will, at its option, adjust Contractor Provider(s)'s FTE and compensation to match productivity.
- III. For all of the services specified in Exhibit A, Contractor shall be paid in monthly installments, at a rate of THIRTY-SIX THOUSAND THREE HUNDRED AND SEVENTY EIGHT DOLLARS (\$36,378).
- IV. Total payment for services under this Agreement will not exceed ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000).
- V. If Contractor Provider(s) performs services in excess of what is required under Exhibit A and Contractor received prior written authorization of the Chief Medical Officer, the Medical Director of Specialty Services, or their designee, the Contractor may be compensated as follows:
 - a. **Clinic or Surgery Block:** Each such pre-authorized extra four-hour Clinic Block will be compensated at NINE HUNDRED AND SIXTY-FIVE DOLLARS (\$965). If such services does not amount to the full four hour requirement, Contractor may use a pro-rata hourly figure of TWO HUNDRED AND FORTY ONE DOLLARS (\$241).
 - b. **On-Call Coverage:** Each such pre-authorized On-Call Coverage shift will be compensated at NINE HUNDRED AND SIXTY-FIVE DOLLARS (\$965). If such services does not amount to the full twenty-four hour requirement, Contractor may use a pro-rata hourly figure.
- VI. Failure of Contractor/Contractor Provider(s) to perform the listed services in any given month constitutes a material breach of this Agreement, and in such circumstances 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.

- a. If County opts to withhold payment for a portion of services not rendered, the County will perform such withholding as follows:
 - i. **Clinic Block Or Surgery Block:** For each Contract Year of the Agreement, if Contractor Provider(s) perform fewer than the obligated Clinic Block as set forth in Exhibit A, the monthly installment in this Exhibit B shall decrease by NINE HUNDRED AND SIXTY-FIVE DOLLARS (\$965) for each Clinic Block not performed.
 - ii. **On-Call Coverage:** For each Contract Year of the Agreement, if Contractor Provider(s) perform fewer than the obligated On-Call Coverage shift as set forth in Exhibit A, the monthly installment in this Exhibit B shall decrease by NINE HUNDRED AND SIXTY-FIVE DOLLARS (\$965) for each On-Call Coverage shift not performed.
- b. Such offsets, if any, will be done at the last invoice of each year, or in such reasonable manner as is convenient for County. If Contractor owes the County funds as a result of deduction(s), such payment will be made to the County within thirty (30) days of the end of the Contract Year or County's demand for payment, whichever occurs first.

- VII. In addition to Contractor's base annual compensation set forth above, subject to the performance metrics that are set forth in Exhibit C to this Agreement, Contractor's compensation may be decreased if Contractor fails to meet the performance metrics in a quarter, as described below and in more detail in Exhibit C.

EXHIBIT C

PERFORMANCE METRIC

- I. Both County and Contractor acknowledge the need for a quality-based performance payment model based on mutually acceptable units of measurement. Compliance is measured by meeting or exceeding each of the metrics listed in this Exhibit C. Amounts at risk will be reconciled quarterly to Contractor on the basis of the following metrics achieved by Contractor:
 - a. Ninety five percent (95%) of the time in the operating room, surgeons will pause prior to surgery for Time Out and at the end of the surgery for a debriefing.
 - b. In at least ninety five percent (95%) of cases in which the provider is more than thirty (30) minutes late for the start of clinic, a plan of action will be communicated to the charge nurse and the nurse practitioner assisting in the clinic.
 - c. Ninety five percent (95%) of the time, Contractor Providers will staff the clinic as scheduled. If Contractor Provider is treating a patient in the Emergency Department or in the Operating Room, it is the Contractor's responsibility to find replacement clinic coverage. At no time will the same Contractor Provider be scheduled to be clinic and in Operating Room or Emergency Department.
 - d. Central Line Insertion Practice (CLIP) appropriate documentation to meet CDPH requirements will be completed within 48 hours of procedure.
 - e. Surgical site infection rates for Vascular Surgery less than the higher of (i) 2.5% or (ii) the surgery department average (excluding Contract providers).
- II. 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. Ninety percent (90%) or better on time (8:00 a.m.) arrival for clinic staff. Noncompliance is defined as clinic staff unable to begin assisting patients and provider after 8:15 a.m.
 - b. The Vascular Surgical Group Medical Director will meet with Medical Director of Specialty Services at mid-quarter (six (6) weeks into each quarter) to review metrics which are not tracking to meet the goal.
 - c. Patients seen in the Vascular Surgical clinic will be ninety five percent (95%) compliant with SMARTT expected practice guidelines
 - d. The Vascular Surgical Group Medical Director or designee will meet at least once per quarter with the Medical Director of 2A/B to work on operational barriers delaying or prevailing vascular surgery for 2A/B patients.
 - e. A list of vascular clinic charts which are fourteen (14) days past due will be presented by the PSA to the vascular surgeon to sign and one hundred percent (100%) will be completed and signed off the same day in clinic.
- III. Total amount at risk is 10% of Contractors annual compensation, FORTY-THREE THOUSAND SIX HUNDRED AND FIFTY FOUR DOLLARS (\$43,654). Each metric is worth EIGHT THOUSAND SEVEN HUNDRED AND TWENTY DOLLARS (\$8,730).
- IV. In the event that the County fails to meet any of the metrics listed in Subsection II above during any quarterly period during the term of this Agreement, Contractor shall be entitled to a credit of equal to one-fifth (1/5) of the total amount at risk for each condition that the County failed to achieve during that quarter that may be offset against any amounts to which the County would

otherwise be entitled due to the Contractor's failure to meet performance metrics during the same quarter. County metrics are only used to offset Contractor's metrics in which they have failed to meet. Under no circumstances will County owe Contractor compensation for failing to achieve metrics. Thus, whether the County is entitled to amounts from Contractor due to Contractor's failure to meet performance metrics is affected by whether Contractor actually meets or failed to meet the metrics described in Section I of this Exhibit C to the Agreement, as well as whether County meets the conditions set forth in Section II of this Exhibit C to the Agreement.

- V. Once the determination of Contractor compliance with performance metrics is complete following each quarter, any reduction assessed from the calculation of the quarter in accordance with this Exhibit C will be withheld from the monthly payment immediately following the date upon which County informs Contractor of the extent of its compliance with the performance metrics for the preceding quarter.

EXHIBIT D

CONTRACTOR PROVIDER LIST

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

George Lee, MD

Dirk Baumann, MD

Owen Palmer, MD

Sarah Wartman, MD

Oliver Aalami, MD

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 be not be processed if the following health requirements are not met.**

1. Tuberculosis [Required]

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

2. Measles, Mumps, Rubella and Varicella [Required]

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

3. Hepatitis B [Required]

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

4. Influenza [Required]

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

5. Tdap [Required]

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

6. COVID-19 Vaccine or Approved Exemption [Required]

- Documented proof of being fully vaccinated against COVID-19 (fully vaccinated is defined as ≥ 2 weeks following receipt of the second dose in a 2-dose series such as Pfizer/COMIRNATY or Moderna, or ≥ 2 weeks following receipt of one dose of a single-dose vaccine such as Janssen)
- If you are unable to be vaccinated because of medical or religious reasons, then you must file for an exemption. Please email HS_SMMC_Employee_Health@smcgov.org to request the documentation needed to file and submit your exemption. If your exemption is approved, then you are required to complete either once or twice weekly COVID-19 testing depending on the physical location of your work.

7. N95 Fit Testing [Highly Recommend Completing Prior to Starting; Required Upon/After Start Date]

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

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

San Mateo Medical Center- Health Clearance Check List

Applicant Name: _____ Degree: _____ Department: _____

Date of Hire: _____ DOB: _____ Contacted by MSO: _____

Phone Number: _____ Email: _____ Cleared by EH: _____

Please check one of the following boxes:

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

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

Tuberculosis (Required)

☐ Annual Health Screening and Tuberculosis Surveillance (attached)* **AND**

☐ Documentation of most recent TB test. ***Must have been done in the last 1 year****

Measles, Mumps, Rubella and Varicella (Required)

☐ Documentation of Titers **OR**

☐ Documentation of 2 vaccinations

Hepatitis B (Required)

☐ Documentation of Titers **OR**

☐ Documentation of 3 vaccinations

☐ Declination signed (attached)*

Influenza (Required)

☐ Documentation of Flu Vaccination **AND**

☐ SMMC Flu Form (attached)*

Tdap (Required)

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

☐ Declination signed (attached) *

COVID-19 (Required)

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

☐ COVID-19 Exemption Forms submitted and approved



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

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

☐ Will get fit tested on next available date at SMMC

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

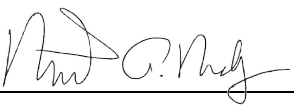
The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:	Robert Nordgren, M.D.
Name of Contractor(s):	Sutter Bay Medical Foundation dba Palo Alto Medical Foundation for Health Care, Research and Education
Street Address or P.O. Box:	795 El Camino Real, 3rd Floor Administration
City, State, Zip Code:	Palo Alto, California 94301

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

Signature:	
Title of Authorized Official:	SBMF, Area CEO
Date:	07/10/2022

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."