

**Professional Services Agreement  
Between the County of San Mateo and  
California Emergency Physicians Medical Group  
For Emergency and Correctional Health Services**

**THIS PROFESSIONAL SERVICES AGREEMENT** is entered into by and between the County of San Mateo, San Mateo Health System ("County") and California Emergency Physicians Medical Group ("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, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described in this Agreement for SMMC; and

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

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

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

**Section 1: Contractor's Obligations**

**1.1 Organizational Status**

Contractor represents and warrants that Contractor is:

A partnership, professional services corporation, or association duly organized and validly existing under the laws of the State of California and authorized to engage in the profession of emergency medicine 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, Health System, or his/her designee.
- 1.3.2 Shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California and active Medical Staff membership and/or privileges as may be required under the Bylaws of County for Contractor's representatives to provide the services contemplated by this Agreement.
- 1.3.3 Contractor's representatives shall be certified by the appropriate state-recognized board in California (or eligible for certification by such board by virtue of having successfully completed all educational and residency requirements required to sit for the board examinations).
- 1.3.4 Contractor is not currently excluded, debarred, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; nor has Contractor been convicted of a criminal offense.
- 1.3.5 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 that 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, Health System or his/her designee and shall not be binding on 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, Health System, 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. 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.

#### **1.6 Substitutes**

Contractor shall provide, at Contractor's sole cost and expense, a substitute for any Contractor who is unable to provide services required under this Agreement. As a condition of providing services under this Agreement, any such substitute shall first be approved by

the Chief Executive Officer of SMMC or his/her designee and shall otherwise satisfy all qualification requirements applicable to the Contractor, including but not limited to being covered under Contractor's insurance or submitting separate insurance issued by a company under such terms and limitations as County shall reasonably approve.

## **1.7 General Duties of Contractor**

### **1.7.1 Administrative and Miscellaneous Duties and Responsibilities**

Contractor will cooperate with the administration of the Medical Center. Such cooperation shall include but not be limited to the following: maintaining medical records in a timely fashion (including the appropriate use of dictation or other technology, as required by County), billing, peer review, completing time studies as required by California and Federal reimbursement regulations, and County's compliance programs. 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.

### **1.7.2 Billing and Compliance**

Contractor shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor 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.

### **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.

### **1.7.4 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 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).

1.7.5 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 health care plan are denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;
- D. Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration), 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; or
- G. Contractor is convicted of a crime.

Contractor must also notify County within thirty (30) days of any breach of this Agreement, of violation of any of County's rules or regulations, whether by others or by the Contractor himself/herself, or if the Contractor is subject to or a participant in any form of activity which could be characterized as

discrimination or harassment.

1.7.6 Compliance with Contractor Employee Jury Service Ordinance

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

- a. ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- b. ☐ Contractor does not comply with the County's Employee Jury Service Ordinance. (Waiver Required)
- c. ☐ Contractor is exempt from this requirements because (check all that apply):
  - ☐ The contract is for \$100,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on (type date here) and expires on (type date here), and intends to comply when the bargaining agreement expires.
  - ☐ Contractor has no employees.
  - ☐ Contractor has no employees who live in San Mateo County.

**1.8 Citizenship Duties of Contractor**

- A. Contractor will make all reasonable efforts to participate in co-ordination and optimization of services, including but not limited to participation in quality improvement and utilization management efforts.
- B. 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.

- C. Contractor will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.
- D. To the extent that citizenship duties are discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those additional duties and requirements.

#### **1.9 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.

#### **1.10 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.

#### **1.11 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.

#### **1.12 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.

### **1.13 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.

### **1.14 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.

### **1.15 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's representative by virtue of this Agreement.

### **1.16 Professional Standards**

Contractor shall perform his or her duties under this Agreement 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.

## **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**

This Agreement shall commence on October 1, 2014, and shall continue for two (2) years. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on September 30, 2016.

#### **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 By County**

This agreement may be terminated by either party at any time upon ninety (90) days written notice to the County or the Contractor.

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;
- 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; or
- L. 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 breach of the terms of this Agreement by an individual contractor's representative, County shall have the option of withdrawing its acceptance of that individual contractor's representative, as described in Section 1.3.1, without terminating this Agreement. 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 and Notice to Patients

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.

### **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 shall furnish County with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual endorsement extending Contractor's coverage 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 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 shall take out and maintain during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect him or her, while performing work covered by this Agreement, from any and all claims for property damage 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. Any insurance coverage listed on Exhibit B that meets or exceeds the limits listed below shall satisfy the requirements in relation to that specific type of insurance.

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

#### 4.1.4 County Adjustment of Insurance Coverage

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

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

### 4.3 Hold Harmless

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 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 39<sup>th</sup> Avenue  
San Mateo, CA 94403  
Facsimile: 650/573-2950

With Copy to: County Counsel's Office  
400 County Center  
Redwood City, CA 94063

Facsimile: 650/363-4034

If to Contractor: Theo Koury, MD, Chief Operations Officer  
California Emergency Physicians  
2100 Powell Street, Suite 920  
Emeryville, CA 94608-1903  
Facsimile: 510/879-9112

## **5.2 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.

## **5.3 Partial Invalidity**

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.

## **5.4 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.

## **5.5 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 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.

#### **5.6 Regulatory Requirements**

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. Notwithstanding any unanticipated effect of any provision of this Agreement, 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.

#### **5.7 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.

#### **5.8 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.

#### **5.9 Governing Law**

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



California.

#### **5.10 Non-Discrimination**

Section 504. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

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 shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

General Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, ancestry, gender, age, national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

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

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 of San Mateo 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. 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 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. With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by:
  - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
  - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of

providing the benefit to an employee with a spouse.

- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

#### **5.11 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.

#### **5.12 Confidentiality of Patient Information and Compliance With Laws**

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, 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 compliance.

#### **5.13 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.

#### **5.14 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.

#### **5.15 Electronic Signature**

Electronic Signature. If 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 Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

#### **5.16 Exhibits and Attachments**

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

Exhibit A—Services  
Exhibit B—Payments  
Exhibit C—ED Performance Metrics  
Exhibit D—Billing  
Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)  
Exhibit F – Fee Schedule  
Attachment I—§ 504 Compliance

[ Signatures on the following page]

**IN WITNESS WHEREOF**, County and Contractor have duly executed this Agreement as of the dates set out beneath their respective signatures.

**CONTRACTOR:**

(signature)

By: 

Title: THEO KOUROU, M.D., CHIEF OPERATIONS OFFICER

Date: 8/25/14

**COUNTY:**

(signature)

By: \_\_\_\_\_

President, Board of Supervisors  
San Mateo County

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

**Attest:**

By: \_\_\_\_\_

Clerk of Said Board

## **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 San Mateo Medical Center (SMMC) Chief Medical Officer (CMO).

#### **I. Correctional Health Services**

Effective October 1, 2014 through September 30, 2016, Contractor will provide a physician, board-certified in Emergency Medicine, to serve as onsite Medical Director to the Correctional Health Services. This Medical Director will provide administrative, clinical, and program support, and shall be a physician for the Correctional Center and have, prior to the initiation of this contract, approval by the Correctional Health Services Manager and jail administration. The physician assigned as Medical Director for Correctional Health Services will be responsible for the following:

##### **A. Administrative Responsibilities**

1. Collaborate with all designated County managers to plan and further develop health care programs in the County's correctional facilities.
2. Review and approve policies and procedures in coordination with designated County managers, including nursing, physician, pharmacy, and ancillary services.
3. Review and approve standardized procedures for the nursing staff employed at the County's correctional facilities.
4. Supervise the medical aspects of the Quality Management Program.
5. Meet on a regular basis with the emergency physicians at SMMC and in Public Health to discuss common medical issues and perform peer review.
6. Participate in health education programs for inmates and staff.
7. Supervise the clinical practice of nurse practitioner(s) employed at the County's correctional facilities.
8. Arrange for peer review, at least quarterly. This review must be done by physicians not affiliated with Contractor, and using SMMC medical staff resources. Notice of this review will be submitted quarterly, in writing, to the SMMC Chief Medical Officer (CMO) or designee.
9. Review Correctional Health Services formulary annually, and attend, at



least quarterly, the Pharmacy and Therapeutics Committee meetings.

10. Provide a minimum of twenty-five (25) administrative hours of service per month.

**B. Clinical Activities**

1. Responsible for clinical services in the County's correctional facilities.
2. Provide direct clinical services for inmates, including health history, physical assessment and treatment plans.
3. Assist the County with supervision and recruitment of contract physicians.
4. Provide medical consultative services to all Correctional Health clinical staff.
5. Review and co-sign standardized orders entered in medical records by nursing staff.
6. Review cases with nurse practitioners on a scheduled basis each week.
7. Review, approve, and co-sign all consult requests.
8. Provide on-call service for telephone consultation between 8:00 a.m. and 9:00 p.m., Monday through Friday. In the absence of the onsite Medical Director, emergency physicians employed by Contractor at the SMMC ED, will provide telephone consultation.
9. In conjunction with the Correctional Health Services Manager, the onsite Medical Director may negotiate a work schedule. The work schedule will include, on average, three (3) eight (8) hour days per week in which the Medical Director is on site.
10. Provide oversight to the self-medication program.
11. Monitor the care of inmates hospitalized at any outside hospital, ensure appropriate medical care, and facilitate return to custody when indicated.
12. Review and co-sign health appraisals done by nursing staff.

**II. Emergency Department (ED) Services**

- A. Contractor shall provide emergency services in the SMMC Department of Surgery, Division of Emergency Services. ED shall be staffed twenty-four (24) hours a day with physicians working a maximum of twelve (12) hour shifts. There shall be a

minimum of one physician on duty in the ED at all times. The staffing schedule for each month shall be posted in the SMMC ED at least 60 days prior to the beginning of each month. The physicians assigned to SMMC shall be board certified in Emergency Medicine (American Board of Emergency Medicine).

To facilitate care of patients in the Department, Contractor may hire physician assistants or nurse practitioners in addition to the Contractor's physicians. Physician assistants and nurse practitioners shall be supervised at all times by a physician employed by the Contractor. Contractor shall comply with written guidelines, approved by County, that limit the scope of services performed by a physician assistant or nurse practitioner to those which may be performed permissibly by physician assistants and nurse practitioners. Contractor shall observe the requirement (except in emergencies) that patients be informed that medical services shall be rendered by physician assistants or nurse practitioners. Physician assistants and nurse practitioners shall apply to and be approved by the medical staff of SMMC before providing services under this Agreement, and shall comply with the medical staff bylaws and related hospital policies governing physician assistants. All salaries, wages, taxes, insurance, workers' compensation insurance, retirement and other fringe benefits, and expenses of any kind or character incident to their employment shall be, and remain, the responsibility and obligation of Contractor.

- B. 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 shall be documented and considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.
- C. Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of SMMC's Medical Staff Bylaws, Rules, and Regulations, and maintain such active staff status as a condition of this Agreement.
- D. 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 Medical Staff Bylaws, Rules, and Regulations. Contractor shall participate in weekly utilization review of radiology services, laboratory services, and ambulance services, as requested by the SMMC CMO or designee.
- E. Contractor shall provide direct supervision of the Department of Emergency Services, assuring overall efficiency in day-to-day operations. Contractor shall serve as Chief of Emergency Services through appointment by the Medical Executive Committee (MEC). Contractor will select a Medical Director for operations and management of the ED. Chairman of the ED will be elected by the ED medical staff who may convey the wishes of the group on medical matters to the medical staff via MEC. The duties of the Medical Director shall include, but are

not limited to, the following:

1. Monthly meetings with the Chief Operating Officer (COO), and/or designee, to discuss ongoing patient flow issues, standard of care, quality assurance initiatives, diagnostic imaging and other testing, utilization review, patient transfer criteria, patient grievances, maintenance of electronic medical records (EMRs), review charge description master (CDM), compliance, policy issues, productivity, and other topics, as appropriate.
  2. Accountability for all professional and administrative activities within the Department.
  3. Ongoing monitoring of the professional performance of all individuals who have clinical privileges in the ED.
  4. Assure the quality and appropriateness of patient care provided within the ED is monitored daily and evaluated quarterly through a mechanism on the metrics described in Exhibit C. This will be accomplished through the collection of information about key aspects of patient care provided by the ED, and about the clinical performance of its members, as reported to the Department of Surgery and MEC meetings.
  5. Respond in writing to issues raised by SMMC administration within a reasonable period of time commensurate with the nature of the issue. Where there is a question of quality assurance raised by SMMC Administration, Contractor will provide a written response within seven (7) days.
  6. Attend and/or delegate attendance at meetings in compliance with SMMC Medical Staff Bylaws, Rules, and Regulations.
  7. Be available by pager or telephone, or designate "on-call" alternative when necessary as determined by Contractor.
  8. Assist SMMC Administration in developing and updating departmental rules, policies and regulations.
  9. Complete Quality Assurance reports on a monthly basis through appropriate medical staff reporting channels.
- F. Contractor shall also provide other administrative services not directly related to the medical care of patients as reasonably requested by Contractor and the SMMC, CEO, CMO or designee. Such administrative services may include, but are not limited to, teaching, administration, supervision of professional or technical staff, quality control activities, committee work, and attending conferences.

- G. Contractor will provide the following administrative services for its own personnel, and County shall have no responsibility for these matters or functions:
1. Recruiting of its own physicians, physician assistants, and nurse practitioners to ensure its ability to provide staff needed to comply with the terms of this Agreement.
  2. Medical Group credentialing.
  3. Orientation of clinical staff to clinical operations and use of the Emergency Department Information Systems (EDIS).
  4. Provision and management of ED medical staff benefit programs (i.e. medical, dental, life and disability insurance; retirement benefits).
  5. Payroll and withholding taxes.
  6. Scheduling.
  7. Backup for sick call and vacation.
  8. Leadership training.
  9. Patient satisfaction surveys, in consultation with the SMMC COO and/or his designees.
  10. Management and oversight of the professional fee billings function for ED patients.
- H. Provide medical staff administrative support to SMMC in meeting Surgical and Anesthesia Standards as defined by the Joint Commission, Title XXII, of the California Code of Regulations and other applicable standards.
- I. Respond to calls from Correctional Health Services for telephonic and telemedicine evaluation and management of inmates on a full time basis – seven (7) days per week, twenty-four (24) hours per day.
- J. Respond to SMMC clinical laboratory, imaging and other ancillary services for the evaluation and management of critical laboratory, pathology, and imaging results for primary care patients between the hours of 1700 and 0900 each day.
- K. Manage and stabilize cardiac arrest and other medical or surgical emergencies on the premises of SMMC in the absence of an available medical or surgical attending physician.
- L. Respond to calls from commercial payor members regarding medical necessity.

- M. Provide medical supervision for Psychiatric Emergency Services (PES) post-graduate year one (PGY1) residents and serve as restraint authority for PES patients in the absence of on-site psychiatry attending staff.
- N. Both County and Contractor acknowledge the need for a reduction assessment described in Exhibit B and Exhibit C, based on mutually acceptable units of measurement. To the extent of any conflict between the description of the metrics in this Exhibit A and in Exhibit C, the text of Exhibit C shall control. As discussed in Exhibit A and B to this Agreement, amounts assessed will be paid quarterly the month following each quarter pursuant to the following metrics:
1. Patients who arrive at the SMMC ED and leave before being seen by a provider – Left Without Being Seen (LWBS) will average (3%) or less, each quarter of each year of this Agreement.
  2. The Patient Satisfaction score from ED patients from Press Ganey will be in the top eightieth percentile (80<sup>th</sup>) of the scores reported by the SMMC tool, measuring patient satisfaction, focused on the physician/physician assistant provider. If, however, the Press Ganey score is below the 80<sup>th</sup> percentile, Contractor will nevertheless be deemed to have satisfied this metric if Contractor shows at least a two and one-half percent (2.5%) improvement over the prior quarterly score.
  3. Length of ED Patient Stay:  
  
Discharge Home – 170 minutes or less from ED provider to disposition (sign off) for discharge.  
  
To Admission Decision – 210 minutes or less from ED provider to hospital admission decision by MD.
  4. Achievement of greater than ninety percent (90%) compliance with CMS and Joint Commission Core Measures that are related to ED physician ordering and provision of services.
  5. Achievement of greater than ninety percent (90%) compliance with the ED provider portion of the sepsis screening protocols and resuscitation bundles.

Contractor will provide the SMMC CMO or designee with the ED provider data for initiated measures (Items 1-5 above) from the PICIS data system for each quarter during the term of this Agreement within two weeks after the start of each subsequent quarter.

Compliance is measured by meeting and exceeding each of the metrics listed above.

Both the County and Contractor acknowledge Contractor cannot achieve metrics detained in this Agreement, without assistance and cooperation from the County and at times there are conditions present the Contractor has no control over. Therefore, the County must meet the following operational conditions, and failure to do so will have the consequences described below:

1. Laboratory testing for CBC with automated differential, lactate, troponin T and basic metabolic panel from time of order to result will not exceed a sixty (60) minute turnaround time for STAT orders, and this standard will be met at least 85% of the time. Turnaround time is defined as the sum of RCV-ORD and the REL-REC. The County will ensure that Contractor has reasonable access to data regarding compliance with this condition on a quarterly basis.
2. Radiology turnaround times will be one (1) hour or less from order to plain film obtained. This standard will be met at least ninety percent (90%) of the time.
3. County is responsible for providing nurse staffing in the ED. Nurse staffing in the ED will be as scheduled ninety five percent (95%) of the time. However, County retains the right to flex nurse staffing in the ED based on patient demand for services. If the statistics gathered for the quarter in question establish that more than five percent (5%) of the ED shifts during that quarter were not staffed as scheduled, the County will have failed to comply with this operational condition during such quarter. County will post the permanent schedule two (2) weeks in advance of the scheduled time. The schedule will be posted at the ED Nursing Station.
4. The Patient Satisfaction score from Press Ganey will be in the top eightieth percentile (80<sup>th</sup>) of the scores reported by the SMMC tool, measuring patient satisfaction, focused on the overall ED score. If however, the Press Ganey score is below the 80<sup>th</sup> percentile, County will nevertheless be deemed to have satisfied this metric if County shows at least a two and one-half percent (2.5%) improvement over the prior Press Ganey quarterly score.
5. Sepsis quality data will be provided monthly (within 30 days) for the prior month of clinical care.

O. Patient Volume Fluctuation – Compensation Metric

Due to the variability of patient demand in the SMMC ED and in order to address the greater or lesser provider need on a specific day, the following reimbursement metric shall apply. The parties agree that the compensation for ED services set forth in this Agreement contemplates one hundred twenty (120) patient visits to the SMMC ED per day (excluding patients who leave without being seen by a provider or without being treated in the ED prior to having contact with a provider)

1. If the number of patient visits to the SMMC ED on a given day (i.e., 0001 hours to 2400 hours) meets or exceeds one hundred thirty four (134) patient visits (excluding from the definition of "patient visits" patients who leave the ED without being seen or treated by a provider), CEP will receive a payment of \$30.00 for each patient visit in excess of 120 patient visits to the ED on that day, subject to the possible offset described in Section II.O.2 of this Exhibit A to the Agreement. Example, on a day where the ED treats 134 patients, the Contractor would be entitled to receive a payment of \$420 on that day (i.e., a payment of \$30.00 times the fourteen (14) patient visits taking place in excess of 120 patient visits on that day).
2. If the ED has fewer than 108 patient visits on a given day, Contractor will credit SMMC with an amount equal to \$30.00 for each patient visit fewer than 108 patient visits on that day. Example, on a day when the ED has 107 patient visits, SMMC will be entitled to a credit of \$30.00 (e.g., a payment of \$30.00 times one (1) patient visit (108 baseline patient visits minus the 107 patient visits that actually occurred)).
3. Every month during the term of the Agreement, the payments that Contractor is entitled to receive pursuant to this Section II.O. of Exhibit A to the Agreement shall be offset by the credits to which SMMC is entitled, as set forth above, and any remaining amounts will be paid to Contractor on a monthly basis. In the event that SMMC's credits in a given month exceed the amounts that Contractor is entitled to receive under this Section II.O., the Contractor will receive no additional amounts but will not otherwise be required to make any payment to SMMC.

## **EXHIBIT B**

### **PAYMENTS**

#### **Correctional Health and Emergency Department (ED) Services**

In consideration of the services provided by Contractor in EXHIBIT A, County will pay Contractor based on the following fee schedule:

#### **1. Correctional Health**

- A. For the period October 1, 2014 through September 30, 2016, Contractor shall invoice the County on a monthly basis at the rate of SEVENTEEN THOUSAND, FOUR HUNDRED AND SEVENTEEN DOLLARS (\$17,417) per month, not to exceed TWO HUNDRED NINE THOUSAND, FOUR DOLLARS (\$209,004) for each one year period of this two year Agreement.
- B. The Correctional Health Services Manager shall approve all invoices for payment. The physician assigned to Correctional Health shall be on site three (3) days per week for at least eight (8) hours each day and on call until 9:00 p.m., Monday through Friday. The monthly payments described in Paragraph I.A of Exhibit B to this Agreement shall also cover these on call services. At other times the SMMC ED physician on duty will, by telephone or by telemedicine imaging, manage the Correctional Health patients or direct the transfer of patients to the SMMC ED for further evaluation.

#### **II. Emergency Department**

- A. For the period October 1, 2014 through September 30, 2016, Contractor shall provide County with a minimum of one physician on duty in the ED at all times, twenty-four (24) hours per day, 365 days a year. Services include those described in EXHIBIT A, including telephone and telemedicine backup for Correctional Health, and meeting or exceeding the five (5) metrics for County and Contractor outlined in Section N of EXHIBIT A and EXHIBIT C. This Agreement is based on Contractor serving 43,927 SMMC ED patient visits per year, which was the total number of patients seen in the ED in 2013.
- B. Clinical ED services will be paid at the rate of ONE HUNDRED NINETEEN THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS (\$119,167) per month during each month of the term of the Agreement.

However, Contractor's compensation may be reduced each quarter depending on Contractor's achievements of the performance metrics set forth in Exhibit C.



- C. Contractor compensation under this Agreement will be based on patients seen for a projected volume of 43,927 patient visits per annum. If the contract terms of service are amended such that the current numbers in this EXHIBIT B are changed, the projected patient visit volume and corresponding compensation shall be adjusted accordingly.

The average monthly visits for the ED (based on 43,927 annual visits) will be evaluated in April and October of each contract year. If the overall volume for the six (6) months of any contract year preceding each evaluation is greater than 24,160 visits, which represents a projected ten percent (10%) increase in annual volume\*, the compensation metric will be reviewed, discussed, and increased, if appropriate, by the Chief Medical Officer, to reflect the proportional variation between the total semi-annual visits and projected semi-annual volume of 21,963 visits at \$30 per visit. For the purposes of this Agreement, each six (6) month period shall be defined as October 1 through March 31 and April 1 through September 30 for each period from October 1, 2014 through September 30, 2016. If the overall annual volume in any year during the Agreement is greater than 48,320 visits, which represents a ten percent (10%) increase in annual volume, the compensation metric will be reviewed, discussed and increased, if appropriate, by the Chief Medical Officer to reflect the proportional variation between the total annual visits and the projected volume of 43,927 visits at \$30 per visit, less any additional volume payments made for the first six (6) months of that contract year. For the purposes of this Agreement, each year period shall be defined as October 1 through September 30 for each period from October 1, 2014 through September 30, 2016.

To illustrate this volume baseline calculation, if the baseline number of visits is 43,927, a ten percent (10%) increase would equal 48,320 annual visits. Therefore, if Contractor is at or above 24,160 ED visits at the end of the first six (6) months, Contractor would get an incentive payment equal to actual volume minus 21,963 times \$30.

If Contractor ED visits are below 24,160 visits at the end of the six (6) month period, no additional payment is made.

If at the end of each one year period of the Agreement's term, visit volume is above the total of 48,320 visits, Contractor would get actual visit volume minus 43,927 times \$30, minus any volume-related payment made at the half yearly point (i.e. March 31). If Contractor ED visits are below 48,320 at the end of each year, no additional payment is forthcoming (although any prior payment remitted in the first six (6) months is not taken back).

\*NOTE: Each six (6) month period is defined as October 1 – March 31 and April 1 – September 30 for each period from October 1, 2014 through September 30, 2016.

- D. In order to compensate for fluctuations and variations in the demand for ED patient services which are addressed in Exhibit A, Section II.O. of this Agreement, the incremental case rate paid by the County or reimbursed by CEP will be \$30 per patient, subject to the process set forth in Section II.O of Exhibit A.
- E. If one or more of the performance metrics in Exhibit C are not met Contractor's contractual compensation will be reduced up to a maximum of THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$35,750) FOR NOT MEETING OR EXCEEDING ANY OF THE FIVE (5) METRICS SET FORTH IN Exhibit C to this Agreement each quarter. Each metric is valued at \$7,150 each quarter.

However, under no circumstances shall Contractor ever receive during a quarter any amount greater than the total quarterly "withhold" amount of \$35,750.

- F. County will provide professional liability (malpractice) insurance coverage as defined in Section 4 of the Agreement in the amounts of \$1,000,000/\$3,000,000 and the appropriate tail coverage for Contractor providing services under this Agreement.
- G. In full consideration of Contractor's performance of the services described in EXHIBIT A and EXHIBIT C, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) for the Agreement term October 1, 2014 through September 30, 2016.

## EXHIBIT C

### PERFORMANCE METRICS

- A. Both County and Contractor acknowledge the need for a partial withhold reimbursement model based on mutually acceptable units of measurement. As discussed in Exhibits A and B to this Agreement, funds at risk will be paid quarterly on the basis of the following metrics:
1. Patients who arrive at the SMMC ED and leave before being seen by a provider (LWBS) will average three percent (3%) or less for each quarter of each year of this Agreement.
  2. The Patient Satisfaction score for ED patients from Press Ganey will be in the top eightieth percentile (80<sup>th</sup>) of the scores reported by the SMMC tool, measuring patient satisfaction, focused on the physician/physician assistant provider. If, however, the Press Ganey score is below the 80<sup>th</sup> percentile, Contractor will nevertheless be deemed to have satisfied this metric if Contractor shows at least a two and one-half percent (2.5%) improvement over the prior quarterly score.
  3. Length of ED Patient Stay:  
  
Discharge Home – 170 minutes or less from ED provider to disposition (sign off) for discharge.  
  
To Admission Decision – 210 minutes or less from ED provider to hospital admission decision.
  4. Achievement of greater than ninety percent (90%) compliance with CMS and Joint Commission Core Measures that are related to ED physician ordering and provision of services.
  5. Achievement of greater than ninety percent (90%) compliance with the provider portion of the SMMC sepsis screening protocols and resuscitation bundles.

Contractor will provide the SMMC CMO or designee with the ED provider data for initiated measures (Items 1-5 above) from the PICIS data system for each quarter during the term of this Agreement within two weeks after the start of each subsequent quarter.

Compliance is measured by meeting or exceeding each of the metrics listed above.

- B. Both the County and Contractor acknowledge Contractor cannot achieve metrics

detailed in this Agreement, without assistance and cooperation from the County and at times there are conditions present the Contractor has no control over. Therefore, the County must meet the following operational conditions, and failure to do so will have the consequences describe below:

1. Laboratory testing for CBC with automated differential, lactate, troponin T, and basic metabolic panel from time of order to result will not exceed a sixty (60) minute turnaround time for STAT orders, and this standard will be met at least 85% of the time. Turnaround time is defined as the sum of RCV-ORD and the REL-REC. The County will ensure that Contractor has reasonable access to data regarding compliance with this condition on a quarterly basis.
  2. Radiology turnaround times will be one (1) hour or less from order to plain film obtained. This standard will be met at least ninety percent (90%) of the time.
  3. County is responsible for providing nurse staffing in the ED. Nurse staffing in the ED will be as scheduled ninety five percent (95%) of the time. However, County retains the right to flex nurse staffing in the ED based on patient demand for services. If the statistics gathered for the quarter in question establish that more than five percent (5%) of the ED shifts during that quarter were not staffed as scheduled, the County will have failed to comply with this operational condition during such quarter.
  4. The Patient Satisfaction score from Press Ganey will be in the top eightieth percentile (80<sup>th</sup>) of the scores reported by the SMMC tool, measuring patient satisfaction, focused on the overall ED Score. If however, the Press Ganey score is below the 80<sup>th</sup> percentile, County will nevertheless be deemed to have satisfied this metric if County shows at least a two and one-half percent (2.5%) improvement over the prior quarterly score.
  5. Sepsis quality data will be provided monthly (within 30 days) for the prior month of clinical care.
- C. In the event that the County or Contractor fails to meet any of the conditions listed in Subsections A, 1 – 5 through B, 1 – 5, of this Exhibit C during any quarterly period during the term of this Agreement, Contractor shall be entitled to a credit of \$7,150 for that quarter for each condition that the County failed to achieve during that quarter which 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. Thus, whether the County is entitled to amounts because of 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. By way of example, the calculation each quarter will follow this

logic:

If Contractor failed to achieve 2 out of 5 metrics during a given quarter Contractor's compensation will be reduced by two fifths ( $2/5^{\text{th}}$ ) of the \$35,750 total that is at risk for failure to meet all five of the metrics set forth in this Exhibit C (i.e. \$14,300). Contractor would however, be entitled to retain the three fifths ( $3/5^{\text{th}}$ ) of the \$35,750 that corresponds to the three performance metrics achieved during that quarter (i.e. \$21,450). If, however, in the same quarter the County fails to achieve one of its five operational conditions, Contractor shall be entitled to receive an additional amount equal to one fifth (20%) of the \$35,750 performance incentive amount at risk during the quarter (i.e. \$7,150). Therefore, in this example, where Contractor has failed to achieve two of the five performance operational conditions, the Contractor shall be subject to a reduction in compensation corresponding to the two performance metrics that the Contractor failed to achieve, less the amount corresponding to the one operational condition that the County failed to achieve.

The County's failure to achieve operational conditions in any given quarter shall only be considered in determining whether the Contractor is entitled to an offset for the Contractor's failure to achieve performance metrics under this Agreement and under no circumstances shall County's failure to achieve operational standards result in Contractor receiving compensation beyond that set forth in Exhibit B to this Agreement.

As stated above, under no circumstances shall Contractor ever receive during a quarter any amount greater than the total quarterly incentive amount of \$35,750. Once the calculation of Contractor compliance with performance metrics is complete following each quarter, any "reduction" assessed from the calculation of the quarter 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.

Contractor's contractual compensation will be reduced up to a maximum of THIRTY FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$35,750) for not meeting or exceeding any of the five (5) metrics set forth in Exhibit C to this Agreement each quarter. Each metric is valued at \$7,150 each quarter.

However, under no circumstances shall Contractor ever receive during a quarter any amount greater than the total quarterly "withhold" amount of \$35,750.

## **EXHIBIT D**

### **BILLING**

#### **1.0 Billing Emergency Department Services**

##### **1.1 California Emergency Physicians Medical Group (CEP America)**

- 1.1.1** CEP America's fees for professional services rendered are set forth on Exhibit F attached hereto. CEP America shall, at all times, bill in accordance with such schedule. CEP America has the right at any time to modify the fees and charges set forth on such schedule; provided that, any such modification shall not become effective until the expiration of thirty (30) calendar days after CEP America gives County of San Mateo (County) written notice setting forth such modifications. Notwithstanding the foregoing, the amount to be charged to patients for the professional component of Emergency Department Services shall not at any time exceed the prevailing charges for similar services within County's service area.
- 1.1.2** CEP America shall, separately from County, bill and collect its fees and charges from patients and/or responsible payors for professional services rendered in the Emergency Department. Such collections shall be made under CEP America's provider number(s) and shall be carried out in accordance with all applicable contractual requirements, laws and regulations. County shall not bill for, guarantee the collectability of, or have any claim or interest in or to the professional services billed by CEP America.
- 1.1.3** CEP America shall accept Medicare and Medicaid assignment with respect to services provided to Medicare and Medicaid beneficiaries as payment in full for the respective services rendered, and further agrees not to bill said patients for any deductibles or co-payments except where required to do so by law.

##### **1.2 Department and Administrative Stipends; Incentive Compensation**

- 1.2.1** Third Party Payor Arrangements. CEP America and County, through agents and affiliated entities, will separately enter into healthcare contracts with third-party payors. CEP America shall submit to County and County shall submit to CEP America, upon request, a list of payors with whom it has contracted to provide services. If County deems it advisable for CEP America to contract with a payor with which County has a contract, CEP America agrees in good faith to negotiate a contractual agreement equal to the reasonable prevailing reimbursement rates for emergency physician specialists within the

geographic area of County. If the contracted charges of County under such payor contracts are based upon a per diem, per discharge or other compensation formula not tied to charges per service or categories of service, CEP America agrees to a discounted fee for service based on the prevailing rates to emergency physician specialists within the geographic area of County.

- 1.2.2 Changes in Rules and Regulations. CEP America and County understand that they may have to alter their billing arrangements in order to comply with changing legal requirements or to avoid economically impracticable reimbursement disallowances. The parties therefore agree, upon written request of either party, to negotiate in good faith in order to modify this Agreement so as to comply with such legal requirements or to avoid such disallowances. The parties agree that each party has the right to terminate this Agreement on thirty (30) days additional notice if the parties cannot reach agreement on such modifications within sixty (60) days after the initial written request.

### 1.3 Administration Support Function

- 1.3.1 County shall provide legible patient information for each patient visit including all nursing notes, physician notes (handwritten and dictated), Emergency Department log, chart continuation sheets and CPT ("Code") records, if applicable, and delivered in an electronic format readable by CEP America's billing agent, to include:
- A. Patient's name, sex, date of birth and demographic information.
  - B. Responsible party's name, address, telephone number and relationship to patient.
  - C. Patient or responsible party's employers names.
  - D. Third-party payor information, including name and address of payor, policy or certificate number, group policy number, copy of insurance card or cards, and telephone authorization number.
  - E. First report of work injury, if applicable.
- 1.3.2 County registration personnel shall use best efforts to have all patients (and/or guarantors/legally responsible parties) sign CEP America and County forms required by various third-party payors.
- 1.3.3 County shall provide to CEP America all demographic information obtained on patient's admitted to SMMC from the Emergency

Department which is documented during inpatient stay.

- 1.3.4 At the end of each twenty-four (24) hour period, the above described information shall be assembled, collated and batched, by patient visit. An accounting of all missing information together with the total number of complete sets of patient visit information and total number of patient visits for each twenty-four (24) hour period, shall be given to CEP America by 9:00 a.m. on the following day.
- 1.3.5 County shall provide SMMC patient charts to CEP America in a useable format for billing purposes and absorb any cost associated with this process, whether resulting from programming or infrastructure changes. If charts are stored as an image, SMMC will send the charts in electronic form versus printed form. Remote access to the SMMC eCW System is to be provided for locating missing chart elements.
- 1.3.6 County shall implement a mechanism whereby full payment (by charge card or check) for services rendered by County and CEP America to patients in the Department may be obtained at the time of service, and distribute those payments appropriately, depending on the charges, every month. CEP America shall bear its share of a charge card discount for any payments obtained in this manner.
- 1.3.7 County shall provide CEP America each month with the following patient-specific data in an electronic format (i.e., Excel or \*.csv), which CEP America shall use to monitor operational, utilization, and quality performance of the ED:
  - A. Patient demographic information (i.e., name, date of birth, account number, medical record number).
  - B. Arrival time.
  - C. Triage time.
  - D. Provider time
  - E. Disposition time.
  - F. Discharge/admit/transfer time.
  - G. Hospital discharge time.
  - H. Hospital inpatient and outpatient core measures.

## 2.0 Independent Contractor



- 2.1 In the performance of all professional services, duties and other obligations under this Agreement, CEP America (by its practitioners) shall be, and at all times is, acting and performing as an independent contractor to County. No relationship of employer or employee or joint venture relationship is created by this Agreement between CEP America and County or between County and CEP America providers. CEP America (and its practitioners) shall look only to CEP America for setting and administering the terms and conditions of their employment. Neither CEP America nor any of its practitioners shall have claim against County under this Agreement or otherwise for compensation, social security benefits, workers' compensation benefits, or employee benefits of any kinds. Except as required by law, County shall neither have, nor exercise, any control or direction over the methods by which CEP America and its practitioners shall perform their work and functions. The standards of medical practice and professional duties of CEP America (and its practitioners) shall be determined by CEP America.

### 3.0 Record Keeping

- 3.1 Patient Records. Any and all patient records and charts produced as a result of either party's performance under this Agreement shall be and remain the property of the County. Both during and after the term of this Agreement, CEP America or its agents shall be permitted to inspect and/or duplicate any medical chart and record to the extent necessary to meet professional responsibilities to patient(s), to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided that, such inspection or duplication is permitted and must be conducted only in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. CEP America shall be solely responsible for maintaining patient confidentiality with respect to any information which it obtains pursuant to this Section.
- 3.2 Meet Record Requirements. Each party agrees in connection with the subject matter of this Agreement to cooperate fully with the other party in order to assure that each party will be able to meet all requirements for record keeping associated with public or private third-party payment programs.
- 3.3 Statutory Required Access to Records. For the purpose of implementing Section 1861(b)(1)(I) of the Social Security Act, as amended (see Section 1395X(V)(1)(I) of Title 42 of the United States Code) and regulations duly promulgated thereunder, each party agrees to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:
- 3.3.1 Until the expiration of four years after the termination of this contract each party shall make available, upon written request to the Secretary

of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this contract and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CEP America under this Agreement.

### 3.4 Protected Health Information - HIPAA

- 3.4.1 Covered Entity. CEP America acknowledges that it is a separate "covered entity" as such term is defined under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder ("HIPAA"). As a covered entity separate from County, CEP America agrees that it shall implement all necessary policies, procedures and training to comply with HIPAA and other laws, rules and regulations pertaining to the use, maintenance, and disclosure of patient-related information.
- 3.4.2 Organized Health Care Arrangement. If requested by County during the term of this Agreement, CEP America and its physicians performing services under this Agreement agree to participate in an "Organized Health Care Arrangement," (OHCA) as such term is defined under HIPAA, and comply with County OHCA-related policies, procedures, and notice of privacy practices.

## EXHIBIT E

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

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at [http://oig.hhs.gov/fraud/cia/agreements/the\\_county\\_of\\_san\\_mateo\\_03062009.pdf](http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf) ).

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

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned 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.

The Undersigned will not offer, give or accept any 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). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may 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, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

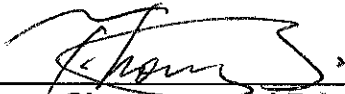
The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

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

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

THEO KOOLEY M.D.

**Name of Person/Entity (the "Undersigned")**



**Signature and Printed Name**

8/25/19

**Date**

EXHIBIT F  
FEE SCHEDULE

CEPA Fee Schedule Update - Jan 2014

CPT Code	CPT Description	Fee
10021	fine needle asp w/out imaging guida	\$198
10022	fine needle asp w/guidance	\$183
10040	acne surgery (eg, marsupialization)	\$264
10060	i&d abscess, simple/single	\$295
10061	i&d abscess, complicated/mult	\$539
10080	i&d pilonidal cyst, simple	\$316
10081	i&d pilonidal, complicated	\$508
10120	rem fb subcutaneous, simple	\$318
10121	rem fb subcutaneous, complicat	\$552
10140	i&d hematoma/seroma/fluid	\$358
10160	punct/asp abscess, hematoma	\$291
10180	i&d complex, postop wound infection	\$532
11000	debride infected skn up to 10%	\$80
11010	debridement open fx skin/subq tiss	\$815
11012	debride skin bone at fx site	\$1,204
11042	debride skin & subq tissue	\$180
11044	deb bone 20 sq cm/<	\$660
11055	paring or cutting of ben lesn	\$66
11100	biopsy snk subq/mucous single	\$141
11168	repair, adhesive only-for medicare	\$81
11200	rem skin tags any area (1-15)	\$226
11305	shave skin lesion 0.5 cm/<	\$110
11310	shave skin lesion 0.5 cm/<	\$136
11400	excision, benign lesion	\$248
11401	lesion dia 0.6 to 1.0 cm	\$316
11402	excision, bngn lesion, trnk; 1.1-2.0cm	\$344
11406	excis, benign lesion over 4.0 cm	\$719
11420	excision benign lesn; .5 or less	\$250
11422	excision lesion 1.1 - 2.0 cm	\$413
11440	exc, ben les face, 0.5 cm or less	\$325
11443	Exc face-mm b9+marg 2.1-3 cm	\$536
11719	trimming nondystrophic nails	\$29
11720	debride nail/s, (1-5), any metho	\$48
11730	avulsion nail simple/single	\$164
11732	avulsion ea add nail simple	\$86
11740	evacuation subungual hematoma	\$101
11750	excision nail perm removal	\$523
11760	repair of nail bed	\$407
11765	wedge excision skin nail fold	\$286
12001	lac/simple up to 2.5 cm	\$286
12002	lac/simple 2.6-7.5 cm	\$318
12004	lac/simple 7.6-12.5 cm	\$372
12005	lac/simple 12.6-20.0 cm	\$461
12006	lac/simple 20.1-30.0 cm	\$581
12007	lac/simple over 30.0 cm	\$665
12011	lac/simple up to 2.5 cm	\$295
12013	lac/simple 2.6-5.0 cm	\$338
12014	lac/simple 5.1-7.5 cm	\$404
12015	lac/simple 7.6-12.5 cm	\$503
12016	lac/simple 12.6-20.0 cm	\$614
12017	lac/simple 20.1-30.0 cm	\$728
12020	superficial wound dehiscence c	\$561
12021	wound dehiscence w/packing	\$433
12031	lac/intermediate up to 2.5 cm	\$463
12032	lac/intermediate 2.6-7.5 cm	\$592

12034	lac/intermediate 7.6-12.5 cm	\$612
12035	lac/intermediate 12.6-20.0 cm	\$713
12036	lac/intermediate 20.1-30.0 cm	\$815
12037	lac/intermediate over 30.0 cm	\$938
12041	lac/intermediate up to 2.5 cm	\$471
12042	lac/intermediate 2.6-7.5 cm	\$600
12044	lac/intermediate 7.6-12.5 cm	\$633
12045	lac/intermediate 12.6-20.0 cm	\$809
12047	lac/intermediate over 30.0 cm	\$1,122
12051	lac/intermediate up to 2.5 cm	\$516
12052	lac/intermediate 2.6-5.0 cm	\$609
12053	lac/intermediate 5.1-7.5cm	\$643
12054	lac/intermediate 7.6-12.5 cm	\$671
12055	lac/intermediate 12.6-20.0 cm	\$885
12056	lac/intermediate 20.1-30.0 cm	\$1,130
12057	Intmd rpr face/mm >30.0 cm	\$1,106
13100	lac/complex 1.1-2.5 cm	\$693
13101	lac/complex 2.6-7.5 cm	\$839
13102	each additional 5 cm	\$212
13120	lac/complex 1.1-2.5 cm	\$709
13121	lac/complex 2.6-7.5 cm	\$971
13122	each additional 5 cm	\$244
13131	lac/complex 1.1-2.5 cm	\$813
13132	lac/complex 2.6-7.5 cm	\$1,388
13133	each additional 5 cm	\$377
13150	lac/complex up to 1.0 cm	\$810
13151	lac/complex 1.1- 2.5 cm	\$935
13152	lac/complex 2.6-7.5 cm	\$1,240
13160	debridement wound, extensive	\$2,360
16000	init 1st dg burn trtmnt w/locd	\$130
16020	burn debride w/o anesth small	\$164
16025	burn debride w/o anesth medium	\$325
16030	burn debride w/o anesth large	\$386
17110	destruction warts any method	\$220
17250	chemical cauterization	\$111
19000	Drainage of breast lesion	\$120
19020	mastotomy w/ explrtn/drng absc,deep	\$915
20101	wound exploration/trauma,chest	\$596
20102	Explore wound abdomen	\$728
20103	Explore wound extremity	\$1,010
20520	removal fb muscle/tendn simple	\$441
20550	inj tendon sheath/lig/trig pt.	\$118
20552	inj; tensgl or mult trig pts	\$110
20553	single/multi trigger points	\$125
20600	asp/inj sm joint bursa/ganglio	\$100
20605	asp/inj intermediate joint	\$150
20610	asp/inj major joint bursa/gang	\$144
20612	asp &/or inject of ganglion cyst(s	\$120
20950	fluid pressure, muscle	\$272
21310	nasal fx trtmnt non-reduction	\$75
21315	nasal fx closed mr w/o stabili	\$472
21320	clsd tx nasal bone fx;w/ stablztion	\$408
21400	orbit fx, (except blowout) wor	\$498
21450	mandible fx, non-reduction	\$1,600
21451	mandible fx mr	\$2,042
21480	treatment of tmj dislocation	\$90
21800	rib fx, non-reduction ortho	\$374
21820	fracture sternum	\$458
22305	vertebral process fx	\$525

22310	vertebral body fx wor	\$828
23500	clavicle fx, non-reduction	\$692
23505	clavicular fx w/reduction	\$1,010
23520	sternoclavicular ds, wor	\$726
23525	Treat clavicle dislocation	\$1,087
23540	acromioclavicular ds, wor	\$707
23545	acromioclavicular ds, mr	\$971
23570	scapular fx, wor	\$743
23575	scapular fx mr	\$1,137
23600	humeral fx (surg/neck)w/o red	\$959
23605	humerus surg/anat. neck fx, mr	\$1,285
23620	humeral greater tuberosity fx	\$797
23625	clsd tx grtr humeral tub fx; w/ man	\$1,074
23650	shldr dis red w/o anest	\$878
23655	shoulder disloc mr w/anest	\$1,208
23665	clsd shoulder disloc w/fx w/manipul	\$1,198
23675	Treat dislocation/fracture	\$1,494
23930	i&d abcess-hmtma deep upperarm	\$636
23931	i&d bursa elbow infected	\$485
24200	fb removal uppper arm/elbow	\$419
24500	humeral shaft fx w/o reduc	\$1,004
24505	humeral fx w/reduction	\$1,366
24530	humeral supra/trnscondylr fx wo	\$1,056
24535	supracondylar fx mr	\$1,698
24560	epicondylar fx wor	\$891
24565	epicondylar fx mr	\$1,469
24576	humeral condylar medial/lat fx	\$948
24577	Treat humerus fracture	\$1,507
24600	elbow dislocation w/reduc	\$1,007
24620	elbow fx mr	\$1,646
24640	rad head subl child w/ red	\$287
24650	radial head/neck fx, wor	\$750
24655	radial head/neck fx mr	\$1,213
24670	ulnar, proximal end fx wor	\$814
24675	ulnar fx (proximal)mr	\$1,259
25028	deep abcess hmtma forearm/wrst	\$1,617
25500	radial shaft fx wor	\$772
25505	radial shaft fx mr	\$1,393
25520	rad shaft fx&dislo dis radioulnar	\$1,611
25530	ulnar shaft fx wor	\$740
25535	ulnar shaft fx mr	\$1,369
25560	radius & ulna fx w/o reduc	\$779
25565	fx and/or dislctn w/manipulatn	\$1,420
25600	distal radial fx w/o red	\$977
25605	distal radius fx w/red	\$1,555
25622	navicular (carpal scaphoid)fx	\$861
25624	clsd tx nasal bone fx;w/ stablztn	\$1,322
25630	carpal bone fx wor	\$860
25635	closed treatment of carpal bone fx	\$1,221
25650	ulnar styloid fx closed	\$924
25660	radio/ intercarp disloc w/red	\$1,237
25675	dist radioulnar disloc w/red	\$1,226
25680	treat wrist fracture	\$1,433
25690	clsd tx lunate disloc w/manipulatn	\$1,444
26010	i & d abscess finger simple	\$424
26011	i&d finger abscess, comp	\$557
26432	Repair finger tendon	\$1,558
26600	metacarpal fx, w/o reduction	\$867
26605	metacarpal fx w/reduction	\$905

26641	carpometacarpal ds thumb mr	\$1,014
26645	carpometacarpal fx/ds mr	\$1,180
26670	carpometacarpal ds, mr, woa	\$903
26700	mcp disloc mr woa	\$920
26720	phalangeal fx, wor	\$578
26725	phalangeal fx w/red	\$928
26740	articular fx w/mcp or pip wor	\$869
26742	clsd tx articular fx, invl mcpj/ipj	\$1,004
26750	distal phalangeal, cl fx wor	\$577
26755	dist finger phalanx fx w/red	\$832
26770	ipj disloc mr	\$779
27193	pelvic ring fx/disloc/sublux	\$1,423
27200	coccygeal fx closed	\$579
27220	acetabulum fx wor	\$1,560
27230	femur neck fx wor	\$1,417
27232	fx and/or disloc w/manip	\$2,196
27238	femur inter/pertrochanteric fx	\$1,380
27240	clsd int/per/subtrncntrc fem fx;w/man	\$2,802
27246	femur greater trochanter fx wo	\$1,166
27250	hip dislocation w/red	\$656
27252	Treat hip dislocation	\$2,211
27265	closed tx,hip dislocation	\$1,209
27267	Cltx thigh fx	\$1,307
27268	clsd tx femur prox/head with manip	\$1,588
27301	deep abscess hmtma thigh/knee	\$1,470
27372	fb removal deep, thigh/knee	\$1,203
27500	femur shaft fx wor	\$1,416
27501	treatment of thigh fracture	\$1,484
27502	clsd fx,femoral shaft w/manipulatio	\$2,242
27503	clsd tx sup/transcndylr fem fxw/man	\$2,362
27508	femur distal fx wor	\$1,482
27510	clsd tx femrl fx,distl,mdl,lt w/man	\$2,008
27520	patella fx, wor	\$914
27530	tibia proximal fx wor	\$1,013
27532	tibia proximal fx mr	\$1,710
27550	knee dislocation, manual red	\$1,381
27560	patellar disloc w/reduc	\$1,025
27603	Drain lower leg lesion	\$1,168
27750	tibia shaft fx wor	\$980
27752	closed m/r of tibia/fibia fx	\$1,484
27760	tibia distal fx wor	\$945
27762	clsd tx med mall fx w/manipulation	\$1,308
27767	clsd tx post malleous fx, w/o manip	\$889
27768	clsd tx post malleous fx,with manip	\$1,329
27780	fibula proximal or shaft fx wo	\$888
27781	clsd tx prox fib or shaft fx;w/man	\$1,174
27786	distal fibular fx w/o red	\$889
27788	fibula, distal fx, mr	\$1,171
27808	bimalleolar fx wor	\$937
27810	clsd tr bimal ankle fx w man	\$1,288
27816	clsd trimalleolar ankle wo red	\$882
27818	clsd tr trimal ankle fx w man	\$1,304
27824	cl distal tibia fx wor	\$933
27825	csld tx fx dis tibia w/manip	\$1,456
27830	tib/fib joint disloc woa	\$1,078
27840	ankle disloc w/reduct	\$1,129
28190	fb foot subq	\$403
28192	fb foot deep	\$948
28400	os calcis fx wor	\$719



28430	talus fx wor	\$654
28435	talus fx mr	\$984
28450	tarsal fx, wor	\$602
28470	metatarsal fx, w/o reduction	\$649
28475	metatarsal fx mr	\$687
28490	fx great toe, wor	\$401
28495	fx great toe, mr	\$469
28510	phalanx/other toe fx w/red	\$383
28515	phalanx other fx mr	\$448
28530	seasmoid fx	\$820
28540	tarsal os, mr, woa	\$541
28570	talo tarsal jt ds woa	\$432
28600	tarso-metatarsal ds, mr woa	\$499
28630	mtp jt dis red w/o a	\$323
28660	ip jt dis red w/o a	\$266
29065	long arm cast	\$206
29075	short arm cast	\$188
29085	gauntlet cast	\$203
29105	long arm splint	\$177
29125	short arm splint	\$120
29130	finger, static, splint	\$81
29200	strapping of chest	\$119
29240	strapping shoulder	\$131
29260	strapping elbow, wrist	\$114
29280	strapping of hand or finger	\$110
29405	short leg cast	\$181
29425	leg walker cast	\$170
29505	long leg splint thigh-ankl-toe	\$150
29515	short leg splint, calf-foot	\$149
29520	Strapping of hip	\$107
29530	strapping knee	\$114
29540	strapping ankle	\$96
29550	strapping toes	\$90
29580	unna boot	\$105
29583	Apply multday comprs upr arm	\$32
29700	cast bivalve/remove hnd/foot	\$96
29705	cast bivalve/remove arm or leg	\$135
29799	unlisted cast/strapping	\$105
30000	i&d nose int appr	\$365
30020	Drainage of nose lesion	\$368
30300	rem fb intranasal	\$412
30901	epistaxis/ant caut,simp	\$158
30903	epistaxis ant, complex: contro	\$223
30905	epistaxis contrl, posterior	\$281
30906	nose post hemorrhage subsequen	\$371
31500	endotracheal intubation	\$352
31502	tracheotomy tube change	\$100
31505	laryngoscopy indirect	\$163
31511	laryngoscopy ind w/fb rem	\$379
31515	laryngoscopy direct	\$326
31525	laryngoscopy direct diag	\$469
31530	laryngoscopy, direct, fb	\$576
31575	laryngoscopy, fiberoptic	\$230
31603	tracheostomy, emergency	\$627
31605	tracheostomy cricothyroid	\$508
32160	thoracotomy, massage	\$2,246
32420	pneumocentesis	\$311
32421	thoracentesis init or subsequent	\$217
32422	thoracentesis w/tube insertion	\$356

32551	tube thoracostomy, incl water seal	\$485
32554	Aspirate pleura w/o imaging	\$255
32555	Aspirate pleura w/ imaging	\$318
32556	Insert cath pleura w/o image	\$348
32557	Insert cath pleura w/ image	\$451
33010	pericardiocentesis, initial	\$325
33011	pericardiocentesis; subsequent	\$328
33210	temp. trans venous electro	\$486
36000	lv introduction/start	\$29
36010	Place catheter in vein	\$340
36410	venipuncture >3 yrs	\$26
36420	Vein access cutdown < 1 yr	\$148
36425	vp cutdown >1	\$113
36430	transfuse blood-/or components	\$115
36555	insertion non-tunld cv cath; > 5yrs	\$329
36556	insertion non-tunld cv cath; =/< 5y	\$520
36558	insert tunneled cv cath	\$807
36569	picc line >age 5	\$259
36589	removal tunnel cvp wo subq port/pmp	\$409
36600	arterial puncture	\$44
36620	arterial cath mntr	\$141
36680	intra osseous infusion needle	\$163
36800	Insertion of cannula	\$488
37195	thrombolytic therapy cerebral	\$1,073
40650	repair lip, full thick; vermillion only	\$928
40652	Repair lip	\$1,083
40800	i&d mouth vestibule, simple	\$426
40812	excision lesion, vest mouth w/rpr	\$616
40830	rep vestibule mouth; 2.5 or less	\$531
40831	rep vestibule mouth, ovr 2.5 or comp	\$710
41005	Drainage of mouth lesion	\$407
41008	Drainage of mouth lesion	\$828
41110	Excision of tongue lesion	\$418
41250	repair lac 2.5 cm tongue 2/3	\$484
41252	repair mouth-tongue >2.6 cm	\$639
41800	i&d dento-alveolar	\$485
41805	dento alveolar rem fb	\$561
42000	i&d uvula, palate	\$365
42300	Drainage of salivary gland	\$475
42700	i&d peritonsillar	\$428
42809	removal foreign body/pharynx	\$407
43200	esophagoscopy w/or w/out coil	\$312
43460	Pressure treatment esophagus	\$653
43752	naso-oro-gstrc tube plcmnt	\$115
43753	Tx gastro intub w/asp	\$58
43760	gastrostomy tube change	\$136
45005	i&d rectal submucosa abscess	\$479
45307	proctosigmoidoscopy for fb	\$300
45900	reduction of procidentia	\$600
45915	removal of fecal impac/fb w/an	\$676
46040	gmd perirectal	\$1,241
46050	i&d perianal superficial	\$298
46083	incision thrombosed hemorrhoid	\$320
46230	Removal of anal tags	\$507
46250	remove ext hem groups 2+	\$937
46320	exc ext hemorrhoid	\$328
46500	Injection into hemorrhoid(s)	\$394
46600	anoscopy	\$124
46608	anoscopy fb, removal	\$236

49080	paracentesis abdom	\$214
49082	Abd paracentesis	\$212
49083	Abd paracentesis w/imaging	\$325
49084	Peritoneal lavage	\$291
49440	place gastrostomy tube	\$644
49450	replacement g-tube under fluro	\$190
49451	replace duoden/jejunostomy, w/fluro	\$258
49452	replace gastro-jejuno tube, w/fluro	\$398
50398	change kidney tube	\$206
51100	drain bladder by needle	\$108
51101	drain bladder by trocar/cath	\$147
51102	suprapubic cath insert	\$410
51610	injection for bladder x-ray	\$186
51700	bladder irrigation	\$124
51701	insertion non-indwelling blder cath	\$78
51702	insert.temp indwel bldr cath:simple	\$87
51705	cystostomy tube change, simple	\$210
51798	measure post-void residual urine	\$65
52281	Cystoscopy and treatment	\$432
54220	irrigation corpora cavernosa	\$382
54235	injection of corpora cavernosa	\$214
54450	foreskin manipulation	\$160
54600	reduct torsion testis w/wo fixation	\$1,300
54700	i&d epididymis, testis &/or scrotal	\$619
55100	i&d scrotal wall abscess	\$492
56405	i&d perineal abscess/vulva	\$327
56420	i&d bartholin gland	\$270
56440	marsupialization bartholins abscess	\$536
57022	I & d vaginal hematoma pp	\$492
57160	Insert pessary/other device	\$133
57180	cervix, pack (non ob)	\$311
57200	colporrhaphy	\$889
58301	iud removal	\$192
59409	vaginal delivery w/wo/episioto	\$2,260
59414	placenta delivery only	\$253
59514	Cesarean delivery only	\$2,538
59812	abortion spontaneous, surg tx	\$846
62270	spinal tap, lumbar, diagnostic	\$223
62272	Drain cerebro spinal fluid	\$238
62273	Inject epidural patch	\$331
62310	Inject spine cerv/thoracic	\$323
64400	nerve block trigeminal	\$201
64402	nerve block facial	\$220
64405	nerve block, occipital nerve	\$183
64412	N block inj spinal accessor	\$210
64420	nrv blk interconstal, single	\$204
64430	n block inj pudendal	\$237
64445	inj anes agent; sciatic nrv, single	\$203
64447	nerve block; femoral nerve single	\$182
64450	nerve block other, peripheral	\$200
64455	Injection(s), morton's neuroma	\$98
65205	conjunc rem fb supr, ext	\$132
65210	conjunc rem fb emb	\$160
65220	corneal rem fb	\$124
65222	corneal rem fb w/slit lamp	\$169
65235	remove foreign body from eye	\$2,206
65435	rust ring removal	\$217
67700	blepharotomy i&d	\$364
67715	canthotomy	\$344

67938	kd removal embedded eyelid	\$363
69000	drng abcess ear ext, simp	\$370
69005	drainage external ear,ab/hem;comp	\$480
69020	drng abs ear canal	\$453
69200	rem fb ext aud can w/o anesth	\$178
69210	rem imp cerumen	\$93
70100	x-ray interp mandible	\$37
70110	xray interp;mandible;min 4v	\$37
70140	x-ray interp facial bn	\$37
70150	x-ray interp facial min 3 vws	\$37
70160	x-ray interp nasal bone	\$37
70190	xray interp;optic foramina	\$37
70200	x-ray interp orbit	\$37
70210	x-ray interp sinus	\$37
70220	x-ray sinuses paranasal min 3	\$37
70250	x-ray interp skull 4vw	\$37
70260	x-ray interp skull comp	\$37
70330	x-ray int tm joints bilateral	\$37
70355	interp orthopantogram	\$37
70360	x-ray interp nk sft t/s	\$37
70450	ct head; w/o contrast	\$37
71010	x-ray interp chest 1 vw	\$37
71020	x-ray interp chest 2vw	\$37
71021	xray interp cst;w/ apical lordotic	\$37
71030	x-ray-chest minimum 4 views	\$37
71100	x-ray interp ribs,unilat 2vws	\$37
71101	x-ray interp rib/chest 3 vw min	\$37
71110	x-ray interp ribs,bilat 3vw	\$37
71111	x-ray int. ribs w/ c/r min of 4v	\$37
71120	x-ray interp sternum 2v	\$37
71130	x-ray interp sternoclav 3vw	\$37
72010	x-ray interp spine	\$37
72020	x-ray interp spine, single view	\$37
72040	x-ray interp c-spine	\$37
72050	x-ray interp c-spine 4v	\$37
72052	x-ray spine cervical complete	\$37
72070	x-ray interp t-spine	\$37
72072	x-ray interp spine thor 3 views	\$37
72074	x-ray interp thoracic, 4 views	\$37
72080	x-ray thoracolumbar	\$37
72100	x-ray interp spine lumbar	\$37
72110	x-ray interp l/s spine	\$37
72114	xray interp spine lumbosac complete	\$37
72170	x-ray interp pelvis	\$37
72190	x-ray interp pelvis complete	\$37
72200	xray interp sacroiliac joints;<3v	\$37
72202	x-ray interp sacro jts >3 view	\$37
72220	x-ray interp sacrum/coc	\$37
73000	x-ray interp clavicle	\$37
73010	x-ray interp scapula	\$37
73020	x-ray interp shoulder 1vw	\$37
73030	x-ray interp shoulder complete	\$37
73050	x-ray interp a-c joints bilat	\$37
73060	x-ray interp humerus	\$37
73070	x-ray interp elbow	\$37
73080	x-ray interp elbow comp	\$37
73090	x-ray interp forearm	\$37
73092	interp upper ext, infant	\$37
73100	x-ray interp wrist	\$37

73110	rad exam wrist, min 3 views	\$37
73120	x-ray interp hand 2 vw	\$37
73130	x-ray interp hand min 3 vw	\$37
73140	x-ray interp finger(s) 2vws	\$37
73500	x-ray interp hip	\$37
73510	x-ray interp hip comp	\$37
73520	x-ray bilateral hip	\$37
73540	xray interp ph/hlps, inft/child	\$37
73550	x-ray interp femur	\$37
73560	x-ray interp knee	\$37
73562	x-ray interp knee 3 view	\$37
73564	x-ray interp knee/patella com	\$37
73565	x-ray interp knee/both knees, stndng	\$37
73590	x-ray interp tibia & fibula	\$37
73592	xray interp; lowr ex; infant (2)	\$37
73600	x-ray interp ankle	\$37
73610	x-ray interp ankle comp	\$37
73620	x-ray interp foot	\$37
73630	x-ray interp foot comp	\$37
73650	x-ray interp calcaneus 2vw	\$37
73660	x-ray interp toe(s) 2vw	\$37
74000	x-ray interp abdomen	\$37
74010	x-ray interp abd antero & addtl	\$37
74020	x-ray interp abdomen comp	\$37
74022	x-ray interp abd 3 vws	\$37
74220	x-ray interp esophagus	\$37
74246	Contrst x-ray uppr gi tract	\$77
75989	radiologic guidance (us/ct/fluoro)	\$149
76010	x-ray interp for fb, sv child	\$37
76510	ultrasound interp; ophthalmic; diag	\$249
76511	ophthalmic us, diagnostic; a scan	\$137
76512	ophth us b w/non-quant a	\$309
76536	ultrasnd interp soft tiss head/neck	\$84
76604	ultrasound interp, chest, b-scan	\$86
76645	ultrasound breast(s) uni/bilateral	\$84
76700	echo abd bscan w image doc	\$37
76705	ultrasound / abd limited	\$93
76770	us bscan w/image doc comp	\$115
76775	interp us retroperitoneal; ltd	\$92
76801	interp ob us <14 wks, single fetus	\$152
76805	u/s preg ut, bscan & or rt	\$151
76815	ultrasound; limited; pelvis	\$100
76817	interp us transvaginal, obstetric	\$113
76830	interp us transvaginal, non-ob	\$106
76856	us interp, pelvic (non-ob); complete	\$107
76857	us interp, pelvic non-ob, ltd	\$60
76870	interp us, scrotum	\$101
76882	us xtr non-vasc lmtd	\$63
76930	us interp guidnc pericardiocentesis	\$113
76937	us interp guidnc for vascular access	\$48
76942	us interp guidance for needl plcmnt	\$105
76998	ultrasound guidance, intraoperative	\$184
77003	Fluoroguide for spine inject	\$88
77076	X-rays bone survey infant	\$95
81002	urine analysis	\$16
81025	urine preg test	\$16
82270	blood, occult, feces	\$16
82271	blood, occult other sources	\$16
82272	interp, blood, occult, feces	\$16

92100	serial tonometry	\$145
92511	nasopharyngoscopy w/endoscopy	\$182
92950	cpr complex	\$518
92953	temp transcutaneous pacing	\$35
92960	arrhythmia conversion	\$422
92977	iv infusion, thrombolysis	\$896
93010	ecg preliminary interp	\$35
93042	rhythm monitor ecg interp	\$29
93308	echocardiography interp, transthr; ltd	\$92
93880	Extracranial bilat study	\$83
93926	lower extremity study	\$69
93931	Upper extremity study	\$42
93965	Extremity study	\$48
93970	Extremity study	\$97
93971	interp duplex scan ext veins; uni/lt	\$62
94060	Evaluation of wheezing	\$38
94760	pulse oximetry, single	\$27
94761	pulse oximetry, multiple	\$46
95992	Canalith repositioning proc	\$107
97597	rmvl devital tis 20 cm/<	\$103
97598	rmvl devital tis addl 20 cm<	\$132
98925	osteopathic manipulation	\$67
99053	service 10:00pm & 8:00am 24hr fac	\$31
99143	mod sed same provdr; <5yr, 1st 30 min	\$126
99144	mod sed same provdr; 5yr+, 1st 30 min	\$122
99145	mod sed same provdr; ech adtnl 15 min	\$42
99148	mod sed othr provdr; <5yr, 1st 30 min	\$293
99149	mod sed othr provdr; 5yr+, 1st 30 min	\$283
99150	mod sed othr provdr; ech adtnl 15 min	\$80
99199	Special service/proc/report	\$190
99204	Office/outpatient visit new	\$284
99217	observation, d/c, next day	\$213
99218	Initial observation care	\$271
99219	e/m obs comprehensive/mod cmpx	\$374
99220	e/m obs comprehensive/high cmx	\$513
99221	Initial hospital care	\$250
99222	Initial hospital care	\$323
99223	Initial hospital care	\$604
99224	Subsequent observation care	\$111
99225	Subsequent observation care	\$204
99226	Subsequent observation care	\$316
99231	subseq. hosp care eval & mngmn	\$115
99232	subsequent hosp visit-moderate	\$168
99233	subsequent hosp. visit-complex	\$240
99234	observation 1	\$431
99235	Observ/hosp same date	\$667
99236	Observ/hosp same date	\$708
99238	Hospital discharge day	\$187
99281	level 1 emergency, phys charge	\$88
99282	level 2 emergency, phys charge	\$147
99283	level 3 emergency, phys charge	\$243
99284	level 4 emergency, phys charge	\$404
99285	level 5 emergency, phys charge	\$605
99291	critical care 30-74 min	\$763
99292	critical care services-30 min.	\$979

## 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:

Name of Contractor(s):

California Emergency Physicians

Street Address or P.O. Box:

2100 Powell Street, Suite 920

City, State, Zip Code:

Emeryville, CA 94608-1903

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

Signature:



Title of Authorized Official:

Tired Koury  
Chief Operations Officer

Date:

8/25/14

\*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."