

# **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STANFORD HEALTH CARE**

This Agreement is entered into this first day of July, 2016, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Stanford Health Care, hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained to fulfill the function of Medical Director for San Mateo County EMS Agency.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

## **Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement, Contractor shall make Gregory Gilbert, M.D. ("Physician") available to perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto for the County of San Mateo HEALTH SYSTEM/EMERGENCY MEDICAL SERVICES.

## **2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

## **3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016, through June 30, 2017.

## **4. Termination; Availability of Funds**

Either party may terminate this Agreement at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**5. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

County shall defend, indemnify and hold harmless Contractor, its officers, employees and agents, including Physician, from and against any and all liability, loss, expense, or claims for injury or damages arising out of the negligent acts or intentional misconduct of County or any of its employees or agents in connection with this Agreement.

Contractor shall defend, indemnify and hold harmless County, its officers, employees and agents from and against any and all liability, loss, expense, or claims for injury or damages arising out of the negligent acts or intentional misconduct of Contractor, its employees or agents, including Physician, in connection with this Agreement.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**9. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage. Contractor shall provide thirty (30) days' notice, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is 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 Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

☒ Comprehensive General Liability... \$1,000,000

(Applies to all agreements)

☐ Motor Vehicle Liability Insurance... \$1,000,000

(To be checked if motor vehicle used in performing services)

☒ Professional Liability..... \$1,000,000

(To be checked if Contractor is a licensed professional)

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, 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 and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, 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 (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation 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.

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

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

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's 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.
- ☐ Contractor complies with Chapter 2.84 by 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.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. 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 Physician by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Physician within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing 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.

**13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 2, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

#### **15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

#### **16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

#### **17. Notices**

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

In the case of County, to:

Name/Title:	Nancy Lapolla, MPH, San Mateo County EMS Director
Address:	801 Gateway Blvd, Ste. 200, South San Francisco, CA 94080
Telephone:	(650) 573-2529
Email:	<a href="mailto:nlapolla@smcgov.org">nlapolla@smcgov.org</a>

In the case of Contractor, to:

Name/Title: Alison Kerr, Vice President, Operations  
Address: Stanford Health Care  
300 Pasteur Dr., MC 5255 | Stanford, California 94305  
Telephone: 650.498.6180  
Facsimile: 650.498.5258  
Email: [akerr@stanfordhealthcare.org](mailto:akerr@stanfordhealthcare.org)

### **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 Signature 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 notice pursuant to this Agreement.

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.

\* \* \*

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

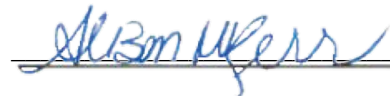
Date:

ATTEST:

By:

Clerk of Said Board

STANFORD HEALTH CARE



---

By: Alison Kerr  
Vice President, Operations

Date: 5/24/16

Acknowledged and agreed:



---

By: S.V. Mahadevan, M.D.  
Interim Chairman, Department of Emergency Medicine  
Stanford University School of Medicine

Date: 5/25/16



## Exhibit A

### Agreement between the County of San Mateo and Stanford Health Care ("SHC")

Pre-requisite: Physician is an employee of the Contractor, SHC or otherwise made available to SHC through the relationship with the Stanford University School of Medicine

### **Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Exhibit B, Amount and Method of Payment, Contractor shall make Physician available to provide services in the main service category areas listed.

Duties will include, but not be limited to, the following:

#### **Administration:**

- 1) Provide medical oversight and direction to the emergency medical services (EMS) system, including but not limited to: EMS Agency staff, emergency medical dispatch, fire paramedic program, emergency and non-emergency ambulance services, patient destination, specialty care systems and all other emergency medical services elements.
- 2) Develop an annual work plan for review and discussion/approval with the EMS Director that identifies key clinical improvement projects, and ongoing clinical oversight and performance improvement activities to be completed between July 1, 2016 through June 30, 2017. Identify a work schedule that is mutually agreed to by the Contractor and the EMS Director that includes set number of EMS office hours based on operational needs.
- 3) Submit a monthly work invoice that identifies number of hours worked in mutually-agreed upon categories, understanding that these may be adjusted over the term of the contract to meet both operational needs and work flow demands.

#### **Clinical Leadership:**

- 4) Provide leadership, medical oversight and actively participate in clinical quality improvement activities in the EMS system, including trauma, STEMI, stroke and other specialty care systems. Develop medical protocols and policies using an evidence-based model for all components of the emergency medical services system and review annually or as needed to meet current standards.
- 5) Review EMS system clinical incidents weekly and make recommendations regarding both individual and overall performance improvements.
- 6) Direct clinical research relating to the emergency medical services system in the County.
- 7) In major incidents, be prepared to provide medical direction and/or serve as a medical spokesperson and/or provide medical consultation to other divisions of the County Health System as requested by EMS Director.

#### **Overall Leadership, Interpersonal Relationships, System Change Agent:**

- 8) Participate in a leadership development course that is mutually-agreed to by the Contractor and EMS Director by August 2016.

- 9) Participate in a 360 degree interpersonal assessment or similar assessment as mutually agreed to by the Contractor and EMS Director, and implement feedback to enhance leadership and communication methods by August 2016.
- 10) Attend EMS system meetings, as directed by the EMS Director, be on-time and be prepared to actively participate. Meetings will include but are not limited to: STEMI Advisory Committee, Stroke Advisory Committee, Medical Advisory Committee, Executive Steering Council, Operations/Quality Leadership Committee and Emergency Medical Care Committee.
- 11) Represent the County at state and local meetings to include:
  - Emergency Medical Directors Association of California (EMDAC).
  - Trauma Committees (Bay Area Regional, San Francisco and Santa Clara Counties)
  - Others as agreed upon by both the Contractor and the EMS Director.
- 12) Be familiar with administrative and EMS legislation processes.
- 13) Act as emergency medical services liaison and change agent with local physicians and hospitals:
  - Participate with the EMS Director in meetings with hospitals to represent the EMS System (gain participation in “Get with the Guidelines”, “CARES” and other data compliant systems to support overall system performance improvement activities).
  - Attend the Hospital Consortium Board meetings as requested to present EMS system clinical process improvement outcomes.

**Communication:**

- 14) Respond to all phone, text and email correspondence within one business day, unless Contractor has provided notification to the EMS Director of an extended time they will not be available.
- 15) Submit a monthly work schedule to the EMS Agency Director.
- 16) Notify the EMS Agency Director when Contractor is not able to attend a regularly scheduled EMS meeting or when out of town or on vacation and not available for an extended period of time, as part of a monthly work schedule.
- 17) Identify potential conflict of interests between Stanford Health Care and the Contractors role and responsibilities as the EMS Agency Medical Director and any other potential conflict of interest, including financial conflicts associated with the medical director or their immediate family's financial interest in products or services that might be used by the EMS agency or their participants.
  - Do not wear Stanford identifying clothing while performing the duties as identified in this agreement.
  - Recuse yourself from all contracting or other financial decisions where a financial conflict of interest exists.

## **Exhibit B**

In consideration of the services provided by Contractor pursuant to Exhibit A, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

- 1) Contractor shall submit to County, by the fifteenth (15th) working day of each month, a monthly invoice detailing work performed by Physician. Such invoice shall list work performed, meetings attended, products produced, and total billable hours worked per listed item per month. See attached Invoice worksheet. It is the intent of the parties that the Contractor will work seven hundred (700) hours each year. This is between 58 and 59 hours per month or an average of fourteen (14) hours per week for services rendered. It is understood that the weekly hours will have some variance depending on the system demands. For services listed above, County shall pay Contractor \$150.00 per hour, not to exceed ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000) annually.
- 2) All costs incurred under this Agreement shall be due and payable only after services have been rendered and a monthly invoice with billable hours is submitted and in no case in advance of such services. No costs shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement, are received and approved by County as being in accordance with this Agreement. Indirect costs associated with providing services, such as administrative overhead and time spent preparing the invoice, are not billable to County.
- 3) All invoices shall follow the attached invoice/billable hour template and be accompanied by a summary coversheet with the total hours, amount invoiced and the following language:

*Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.*

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

Title: \_\_\_\_\_

- 4) In addition to payments for work described in Exhibit A, whenever Physician is required to travel outside of the County in performance of his/her duties under this Agreement, County will reimburse Contractor for Physician's travel expenses, up to ONE THOUSAND DOLLARS ( \$1,000) and Emergency Medical Director's Association of California, Inc. (EMDAC) annual dues up to a maximum of FIVE HUNDRED DOLLARS (\$500) per year for the duration of this Agreement, provided that all travel, lodging, and meeting expenses are compliant with County policies and pre-approved by County and all claims are documented by appropriate receipts, and up to ONE THOUSAND FIVE HUNDRED dollars (\$1,500) per year, to reimburse for leadership development course work as identified in the scope of work above.

**In any event, the total amount to be paid by County to Contractor for services rendered and expenses incurred shall not exceed ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000) for the term of this Agreement.**

Focus Area	Time Tracking for Month of:							
	Week 1		Week 2		Week 3		Week 4	
	In Office	Off-Site	In Office	Off-Site	In Office	Off-Site	In Office	Off-Site
STEMI Advisory Committee								
Stroke Advisory Committee								
Medical Advisory Committee								
Executive Steering Council								
Operations/Quality Leadership Committee								
Emergency Medical Care Committee.								
Work in STEMI								
Work in Stroke								
Work in Trauma								
Work in Clinical Quality Improvement								
Specialized Projects								
Milestones/Accomplishments:								