

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
LENA OSHER, M.D.**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and LENA OSHER, M.D., hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of professional services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO  
AS FOLLOWS:**

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and rates

Attachment I—§504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS (\$434,437).

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2017.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

**5. Availability of Funds**

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

**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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Each party to hold the other party harmless for a party's own negligence or willful misconduct.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's 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.
- (2) **Liability Insurance** The 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/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- |                                                 |             |
|-------------------------------------------------|-------------|
| (a) Comprehensive General Liability . . . . .   | \$ 0        |
| (b) Motor Vehicle Liability Insurance . . . . . | \$ 0        |
| (c) Professional Liability . . . . .            | \$1,000,000 |

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the 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.

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, the County of San Mateo 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.

#### **10. 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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and 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. 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. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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.

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

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* 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.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), 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.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- 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.
    - ☐ 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 Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- 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 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, 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.

- G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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 within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

## **12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits 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 are not binding. All subsequent modifications shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

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

In the case of County, to:  
San Mateo County Health System  
Behavioral Health and Recovery Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

In the case of Contractor, to:  
Lena Osher, M.D.  
Current address on file with County BHRS.

**17. 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.

Signature page to follow



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

LENA OSHER, M.D.

  
\_\_\_\_\_  
Contractor's Signature

Date: 04/14/2015

**EXHIBIT A - SERVICES  
LENA OSHER, M.D.  
FY 2015 – 2017**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

**I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

- A.** Contractor shall provide psychiatric services for children and youth. Services may include medication evaluation and treatment, diagnostic evaluations, psychotherapy, family consultation, treatment plan review, case consultation, and other duties as needed. Clinic service sites will include Canyon Oaks Youth Residential Center, Central County Mental Health, South County Mental Health, School-Based Mental Health, and other sites as assigned. Such services shall be provided in a professional and diligent manner.
- B.** Contractor shall receive general administrative supervision and general clinical supervision from the supervising Child Psychiatrist or designee.
- C.** Contractor shall provide services up to an average of thirty-two (32) hours per week.
- D.** Case documentation shall be maintained in compliance with Short-Doyle Medi-Cal standards as described in DMH Notice 94-14, the Rehabilitation option including completion of the Physician's Initial Note, BHRS Medication Consent Forms, and progress and prescribing notes. Charts shall be subject to annual medication monitoring review. Documentation shall be completed in compliance with the San Mateo County BHRS Mental Health Documentation Manual, which is included in this Agreement by reference herein.
- E. Service Standards**

  - 1.** Contractor will meet County expectations of outpatient clinic productivity.
  - 2.** Contractor will work cooperatively with County designees to optimize work flow, including participating in work-flow analysis, appropriate use of scheduling, division of duties, optimal use of clinic staff, and other activities as designated by County.

3. Contractor will make all reasonable efforts to participate in coordination and optimization of services, including but not limited to active participation in Quality Improvement and Utilization Management efforts.
4. Contractor will make all reasonable efforts to schedule the provision of services in a manner that complies with the County's staffing needs.
5. Contractor will attempt to provide two (2) months notice, but under no circumstance shall provide less than two (2) weeks, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.

**F. Professional Standards**

Contractor shall perform her duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor shall also perform her duties under this agreement in accordance with the appropriate standard of care for his or her medical profession and specialty.

**G. 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.

**H. 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 (or is reasonably anticipated to interfere) with Contractor's performance under this Agreement, County may exercise its rights and privileges hereunder.

**I. 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.

**II. ADMINISTRATIVE REQUIREMENTS**

**A. Compliance with Health Information Privacy and Accountability Act of 1996 (HIPAA).**

Contractor shall participate in the San Mateo County BHRS Organized Health Care Arrangement (OHCA) as defined by the Health Information Privacy and Accountability Act of 1996 (HIPAA) Privacy Rule (106.103). Contractor shall follow all HIPAA policies and procedures of San Mateo County BHRS.

**B. Compliance Plan and Code of Conduct**

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall be aware of compliance mandates, and be informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

**C. Reporting of Convictions**

Contractor shall report any and all felony and/or misdemeanor convictions that occur during the term of this agreement within seventy-two (72) hours of the conviction. A conviction may, at the discretion of the County, result in the termination of the agreement. Each conviction will be reviewed by County to determine if it is substantially related to the services provided through the agreement prior to making a determination regarding termination of the agreement. Failure to report a conviction within seventy-two (72) hours of the conviction may, at the discretion of the County, result in termination of the agreement.

**D. Qualifications**

1. Contractor shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California.

2. 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).

**E. Miscellaneous Duties and Responsibilities**

Contractor will cooperate with the administration of psychiatry services. Such cooperation shall include, but not limited to: maintaining medical records in a timely fashion.

**F. Compliance with Rules and Regulations**

Contractor agrees to abide by rules, regulations and guidelines of County, as the County may from time to time amend, add or delete rules, regulation or guidelines at County's sole discretion and such amendment will not affect the enforceability or terms of this Agreement.

**G. Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of County Rules or Policies**

Contractor shall notify County upon the occurrence of any and/or all of the following:

1. Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;
2. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
3. Contractor's privileges at any hospital, health care County or under any health care plan are denied, suspended, restricted or terminated (other than by contractor) or under investigation for medical disciplinary cause or reason;
4. Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration) if any, is being, or has been suspended, revoked or renewed;
5. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;



6. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials;
7. Contractor must also notify the County within thirty (30) days of:
  - a. any breach of this Agreement;
  - b. any material violation of County's rules or regulations by the Contractor himself/herself; and/or
  - c. if Contractor is subject to or participant in any form of activity which could be characterized as discrimination or harassment.

#### H. Automatic Termination

This Agreement shall be immediately terminated as follows:

1. Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;
2. Upon Contractor's suspension or exclusion from either the Medicare or Medi-Cal Programs;
3. If the Contractor violates the State Medical Practice Act;
4. If the Contractor's professional practice imminently jeopardizes the safety of clients;
5. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;
6. Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
7. Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
8. Contractor fails to maintain professional liability insurance required by this Agreement.

I. Tail Coverage

If Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (1) 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 (2) 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.

J. Availability and Accessibility

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

III. GOAL AND OBJECTIVE

Goal 1: Clients will maintain their current or reduced level of placement.

Objective: At least eighty percent (80%) of clients served will maintain their current or reduced level of placement

Goal 2: Clients shall be satisfied with services provided.

Objective: At least seventy-five percent (75%) of customer survey respondents will rate services as good or better.

Data to be collected by County.

**EXHIBIT B – PAYMENTS AND RATES  
LENA OSHER, M.D.  
FY 2015 – 2017**

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS**

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

**A. Maximum Obligation**

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS (\$434,437).

**B. Rates for Services**

1. For the first (1<sup>st</sup>) year of the term of this Agreement (July 1, 2015 through June 30, 2016), County shall pay Contractor at a rate of ONE HUNDRED THIRTY DOLLARS AND FIFTY-FOUR CENTS (\$130.54) per hour for up to an average of thirty-two (32) hours per week, not to exceed TWO HUNDRED SEVENTEEN THOUSAND TWO HUNDRED NINETEEN DOLLARS (\$217,219).
2. For the second (2<sup>nd</sup>) year of the term of this Agreement (July 1, 2015 through June 30, 2017), County shall pay Contractor at a rate of ONE HUNDRED THIRTY DOLLARS AND FIFTY-FOUR CENTS (\$130.54) per hour for up to an average of thirty-two (32) hours per week, not to exceed TWO HUNDRED SEVENTEEN THOUSAND TWO HUNDRED EIGHTEEN DOLLARS (\$217,218).

**C. Monthly Invoice and Payment**

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. Such invoices shall be on County provided forms or in a County approved format. County reserves the right to change the forms, format, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

Invoices that are received after the tenth (10<sup>th</sup>) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims may be sent to:

San Mateo County Health Services  
Behavioral Health and Recovery Services  
225 37<sup>th</sup> Avenue, Third Floor  
San Mateo, CA 94403

**D. 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 shall not directly submit a billing statement of charges to any County client or other entity for services arising from the practice of medicine, nor shall Contractor make any surcharge or give any discount for care provided without the prior written authorization of County. The County has complete authority to assign clients to various Contractors, determine write-offs, and take any other action relating to billing and collection of fees for clinical services. All accounts receivable generated for services rendered by Contractor pursuant to this Agreement are the property of the County. Contractor shall have the right to review any and all billings for his/her services bearing his/her name of Provider Number. Contractor is required to request the correction of any errors including providing a refund to payors if warranted.

- E.** If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement.
- F.** County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- G.** The Chief of the Health System or the Chief's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

H. In the event this Agreement is terminated prior to June 30, 2017, the Contractor shall be paid for services already provided pursuant to this Agreement.

I. Client Records Upon Termination

All original client 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.

J. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the invoice:

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

Executed at \_\_\_\_\_ California, on, \_\_\_\_\_20\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_"

K. Change of Circumstances



In the event (1) 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 if (2) any or all such payors/authorities, impose requirements which require a material change in the manner or 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.

**L. Regulatory Requirements**

The parties expressly agree that nothing contained in the Agreement shall require Contractor or Contractor's Representatives to refer any clients 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 in such a manner as to violate the prohibition against fraud and abuse on connection with the Medicare and Medi-Cal programs.

ATTACHMENT I

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

The undersigned (hereinafter called the "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)

- N/A* ☒ a. Employs fewer than 15 persons. *SOLO*
- ☐ 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.

Lena Osher, M.D.  
Name of 504 Person - Type or Print

Lena Osher, M.D.  
Name of Contractor(s) - Type or Print

1290 Commodore West Drive  
Street Address or P.O. Box

San Bruno, CA 94066  
City, State, Zip Code

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

  
Signature

Title of Authorized Official

04/15/2015  
Date

\*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."