

San Francisco General Hospital and Trauma Center

*San Francisco
Department of Public Health
San Francisco General Hospital*

James Marks, MD
Chief of Staff

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE SAN FRANCISCO GENERAL HOSPITAL MEDICAL STAFF

AND

_____, **Licensed Acupuncturist**

This Memorandum of Understanding (“MOU”) is entered into on this _____ day of _____, 20____, by and between the **San Francisco General Hospital Medical Staff (“SFGH Medical Staff”)** and _____, **a Licensed Acupuncturist (LAc)**. for the purpose of making acupuncture services available at outpatient clinics and improving the quality of patient care and health outcomes.

WHEREAS, the mission of San Francisco General Hospital is to provide quality healthcare and trauma services with compassion and respect; and

WHEREAS, the scope of the San Francisco General Hospital Medical Staff includes inpatient services at San Francisco General Hospital, outpatient services at San Francisco General Hospital, and outpatient services at San Francisco Department of Public Health community-based primary care clinics; and

WHEREAS, the SFGH Medical Staff has determined that its patients could benefit by having access to acupuncture services provided by Licensed Acupuncturists at its outpatient clinics; and

WHEREAS, the SFGH Medical Staff Bylaws provide that Licensed Acupuncturists may apply to become Affiliated Professionals if they have entered into an MOU approved by the Medical Executive Committee and the Governing Body; and

WHEREAS, acupuncture is considered an Essential Health Benefit in the State of California (SB 951 and AB 1453, signed into law on September 30, 2012 by Gov. Brown, effective January 1, 2014),

NOW, THEREFORE, for the mutual consideration contained herein, the parties agree as follows:

1. The SFGH Chief of the Clinical Service Shall Be Responsible for the Following:

- a. Reviewing the application submitted by the LAc to become an Affiliated Professional and making a recommendation regarding its approval to the Credentials Committee.
- b. Reviewing the LAc Standardized Procedures and determining that the scope of services to be provided by the LAc is appropriate for the patients treated by the Clinical Service.
- c. Making arrangements for a physician on the Medical Staff who has acupuncture privileges to proctor the LAc. Proctoring will involve a review of ten cases, including direct observation of the first three cases.
- d. Making arrangements to ensure that there is a qualified physician available on site when services are provided by the LAc.
- e. Developing and maintaining a registry of patients served by the LAc.
- f. Developing metrics for the LAc in its quality improvement program and reporting on these metrics to the Performance Improvement and Patient Safety Committee as part of the Clinical Service's regular report.
- g. Ensuring that the LAc has completed hospital orientation prior to treating patients, completes all mandatory hospital education and training requirements each year, is knowledgeable and complies with all SFGH policies and procedures, and participates in regulatory surveys.
- h. Educating members of the Clinical Service on the appropriate use and potential benefits of acupuncture.

2. The Licensed Acupuncturist Shall Be Responsible for the Following:

- a. Accurately completing an application to become an Affiliated Professional and submitting it to the SFGH Medical Staff Office.
- b. Understanding the LAc Standardized Procedures and providing only those services that fall within its scope.

- c. Completing hospital orientation prior to treating patients, completing all mandatory hospital education and training requirements each year, being knowledgeable and complying with all SFGH policies and procedures, and participating in regulatory surveys.
- d. Educating members of the Clinical Service on the appropriate use and potential benefits of acupuncture.
- e. Wearing a picture identification badge at all times while in clinical areas.
- f. Participating in data collection regarding program development, the effectiveness of the services provided, and performance improvement and patient safety.
- g. Upon first contact with a patient, the LAc will explain acupuncture services and how they will be delivered. The LAc shall be responsible for obtaining the patient's informed consent and entering the consent form into the medical record
- h. The LAc will not conduct any human subject research at SFGH except with full authorization of the UCSF Committee on Human Research, the SFGH Dean's Office, and SFGH Administration.

3. Confidentiality of Medical Records

- a. The LAc hereby acknowledges that the privacy and confidentiality of medical records, including civil monetary penalties and criminal penalties for their wrongful use or disclosure, are governed by state and federal law. The privacy laws include, but are not limited to, the California Medical Information Act, the Lanterman-Petris-Short Act and the Health Insurance and Portability and Accountability Act (HIPAA).
- b. The LAc hereby agrees to access only the medical records and Protected Health Information of patients whom she or he is treating and shall not use or disclose such confidential information in any way that is not permissible by law.
- c. The LAc hereby agrees that he/she will immediately report any actual or potential privacy breaches that he/she becomes aware of to the SFGH Privacy Office.
- d. The LAc hereby agrees that in the event that SFGH or the Department of Health is fined by a regulatory body for a privacy breach that involves the wrongful disclosure of patient information by the LAc, then the LAc shall reimburse SFGH or the Department of Health for the amount of such fine.

4. Assignment and Subcontracting

Neither party may assign or subcontract any rights nor obligations set forth herein.

5. Independent Contractors and Liability Coverage

- a. The services of the LAc pursuant to this Agreement shall be those of an independent contractor. It is not intended that an employer-employee relationship, joint venture, or partnership be established hereby, either expressly or by implication;
- b. Throughout the term of this MOU, the LAc shall carry liability insurance coverage in the amount of \$1 million per occurrence and \$3 million per year, with SFGH listed as an additional insured. .

6. Amendments

No amendment, alteration, modification or variation of the terms of this MOU will be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein will be binding on either party.

7. Term and Termination

The MOU for this pilot program is effective on the date stated above and is in effect for a period co-terminus with the appointment period as an Affiliated Professional. A new MOU must be executed each time the LAc applies for reappointment as an Affiliated Professional. This MOU may be terminated for convenience by either party by providing written notice to the other party; such termination may be effective immediately upon provision of the notice to terminate.

IN WHEREOF WHEREOF, by signing below the parties hereby execute this Memorandum of Understanding.

Licensed Acupuncturist:

By: _____

Print Name

By: _____

Signature

Date

San Francisco General Hospital Medical Staff:

By: _____

Chief of Service (Print Name)

By: _____

Chief of Service (Signature)

Date

By: _____

James Marks, MD

Chief of Staff
