

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
GALEN INPATIENT PHYSICIANS, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Galen Inpatient Physicians, Inc., 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, the parties entered into an Agreement for hospitalist services on June 27, 2017 for the term of October 1, 2017, through September 30, 2019, to an amount not to exceed \$5,700,000; and

WHEREAS, on September 12, 2017, the parties amended the Agreement to add the use of "Ingenious Med" system and modify the term of the agreement to start on October 2, 2017; and

WHEREAS, the parties wish to further amend the Agreement to provide an incentive payment for Galen physicians and coverage for the preparation of Medical History and Physicals for San Mateo Medical Center psychiatric patients, increasing the amount by payable \$440,000, to an amount not to exceed \$6,140,000.

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

1. Exhibit A, Services and Exhibit B, Payments to the Agreement are replaced in their entirety with Revised Exhibit A, Services (rev. 11/10/17) and Revised Exhibit B, Payments, (rev. 11/10/17) respectively, copies of which are attached hereto and incorporated into the Agreement by this reference.
2. **All other terms and conditions of the Agreement dated June 27, 2017, between the County and Contractor shall remain in full force and effect.**

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

Galen Inpatient Physicians, Inc.



Contractor's Signature

Date: 12/11/17

EXHIBIT A
(rev. 11/10/17)
SERVICES

In consideration of the payments specified in Exhibit B, Contractor shall perform the services described below under the general direction of the Medical Director of Specialty Services or designee.

Overview: Under this Agreement, Contractor will provide hospitalist services at San Mateo Medical Center (SMMC). The intent is for Contractor to provide a mix of staff to meet the SMMC's hospitalist needs, including the ability to flexibly schedule some resources while having others on-site at all times. In general, this Agreement requires that Contractor provide round-the-clock on-site coverage 24 hours a day, seven days a week, 365 days a year by a Board Certified/Board Eligible Internal Medicine hospitalist physicians, with one such provider always being present on-site. In addition, Contractor will provide another 1.0 Full Time Employee (FTE) equivalent, as defined below, of Board Certified/Board Eligible Internal Medicine hospitalist physician(s) in a role that is 70% clinical (scheduled any time during the week, including evenings, weekends, and holidays as appropriate) and 30% administrative/management (such administrative/management services to be provided during normal business hours Monday through Friday as outlined below). Contractor will also provide other supporting staff and services as detailed below. The services outlined by this Agreement (the "Program") will be provided at a fixed monthly fee regardless of patient volume, and after the first quarter Contractor must meet certain quarterly metrics in order for the Contractor to be paid the full monthly fee (as outlined in Exhibits B & C). County acknowledges that Contractor is organized based on a Professional Corporation structure, and accordingly any references to "employees" of Contractor in this Agreement refers to individuals who are partners or members of the Professional Corporation (PC) or who are employees of the PC.

- I. **Hospitalist Coverage.** Contractor will provide in-person coverage by Board Certified/Board Eligible Internal Medicine hospitalist physicians 24 hours a day, seven days a week, 365 days a year during the term of this Agreement to ensure that one qualified hospitalist is always present at SMMC regardless of time of day or day of the week. This always-present hospitalist role shall be staffed by Contractor using a team model as determined by Contractor and consistent with this Agreement, and the intent is to have multiple qualified hospitalists fill this role to ensure that one hospitalist is always present at SMMC in this role. In addition to this always-on hospitalist role, Contractor shall provide an additional 1.0 FTE equivalent Board Certified/Board Eligible Internal Medicine hospitalist

physician(s) to fill the role of Medical Director of Hospitalist Services as outlined below. For purposes of this Agreement, "FTE equivalent" means 2,080 hours of work per year so that a 1.0 FTE equivalent is a role that provides 2,080 hours of work during the year. Contractor will ensure clinical staffing of the Program is sufficient to maintain quality and safety. To facilitate care of patients in the Hospital, Contractor shall hire or retain physician assistants (PAs) and/or nurse practitioners (NPs) in addition to the Contractor's physicians. These physician assistants and nurse practitioners, referred to as the "Advanced Practitioner" team, shall be supervised at all times by a qualified physician employed by the Contractor. Contractor shall comply with written guidelines, approved by County, which limit the scope of services performed by a the Advanced Practitioner team to those which may be performed permissibly by PAs and NPs. Contractor shall observe the requirement (except in emergencies) that patients be informed that medical services shall be rendered by PAs or NPs. Members of the Advanced Practitioner team 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 or nurse practitioner. 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.

Members of the Advanced Practitioner team shall have appropriate training and skills to meet the needs outlined by this Agreement. Under this Agreement, County retains the right to confer with Contractor regarding any member of the hospitalist team (whether physician or member of the Advanced Practitioner team) to address any concerns, including but not limited to competence, courtesy, patient satisfaction, compliance with SMMC policies and state and federal laws and regulations, and expertise. In the event such concerns are not adequately addressed by contractor, County shall have the right under this Agreement to require Contractor to replace any specific member of the hospitalist team as soon as is reasonably feasible within 10 business days. County shall have the ability to immediately prohibit any member of Contractor's team from performing work under this Agreement in the event of an emergency or serious issue that poses risks to SMMC, its staff, its patients, and/or the Program.

Contractor staff shall provide hospitalist services at SMMC's main campus with the focus being the Medical Unit (2AB) and the Intensive Care Unit (ICU) and with additional support to the Inpatient Psychiatric Unit (3AB), on-site skilled nursing unit (1A), manage admitted patients still housed in the ED, and, as

needed, consult to the Emergency Department (ED),

Around the time of the execution of this Agreement, Contractor shall conduct an intensive on-site assessment in order to structure how Contractor shall provide services under this Agreement. It is anticipated that Contractor shall utilize two teams of between 10-15 physicians and other providers to meet the staffing requirements listed in this Agreement. The specific implementation plan for providing Program services shall be developed by Contractor after the on-site assessment and may evolve over time but must meet the requirements of this Agreement. Contractor shall present its Program staffing proposal(s) and any changes to its accepted staffing plan(s) to County for acceptance prior to implementing any proposed staffing structure or changes. Although members of the staffing teams may change over time, Section I.6 of this Agreement, outlines some limitations on the staffing of such teams.

II. Clinical Management Services. Contractor shall provide management services and oversight of the Program. As noted above, the person(s) filling the role of Medical Director shall engage in both clinical work (70%, including weekends and evenings in order to most appropriately staff SMMC's hospitalist needs, as approved by County) and management services (30%, to be provided during normal business hours Monday through Friday). The Medical Director's obligations, as outlined in more detail in Section XI, below, may be split between the Medical Director and Assistant Medical Director(s) such that collectively those roles meet the 1.0 FTE equivalent requirement for the Medical Director role. In addition to the 0.3 FTE equivalent of management services provided by the Medical Director, Contractor shall also provide other Management Services Organization ("MSO") services by other members of its broader off-site team. Collectively, such management services provided by the Medical Director and MSO team will support the following goals for the Program:

1. Ensuring that Program staff promptly responds to the emergency department, medical and nursing staff, case management, referring physicians, and other clinical departments when services are requested.
2. Ensuring that Program staff practice medicine using evidence-based practices; standardized protocols and order sets; appropriate utilization of resources; and coordination of care to achieve the most appropriate length of stay.

3. Planning and coordinating care with all members of the health care team to assure maximum quality and efficiency.
4. Participating in care-related activities designed to improve quality, ensure compliance, support patient transition, and support programmatic efficiencies.
5. Ensuring appropriate supervision of resident physicians. Contractor understands that the San Mateo County Health System supports a training program for psychiatrists. As part of this program, first year trainees shall rotate through the inpatient internal medicine service approximately eight (8) months of the year. Contractor agrees to work with the residence program director to provide adequate supervision of and teaching to these trainees.
6. Ensuring hospitalist coverage as follows: In addition to the standard Program coverage of the Medical Unit (2AB) and the Intensive Care Unit (ICU) outlined above, Contractor will also ensure the following coverage:
 - a. For the Medical Consult service, which provides support for surgical and other patients at SMMC, provide coverage when Medical Director of Inpatient Services is not available, including during normal business hours as well as evenings, nights, weekends, and County holidays.
 - b. For SMMC's 30-bed in-house Skilled Nursing Facility unit (1A), which has on-call coverage from 8 a.m. to 8 p.m. seven (7) days a week but which can require urgent response any time of day or night, provide coverage for urgent clinical issues that cannot wait until the next business day or until another internal medicine specialist is available, including but not limited to evenings, weekends, and County holidays.
 - c. For SMMC's 30-bed in-house acute locked psychiatric unit (3AB), provide coverage for urgent clinical issues that cannot wait until the next business day or until another internal medicine specialist is available, including but not limited to evenings, weekends, and County holidays, as well as during normal business hours.
7. Ensuring that Program coverage outlined above shall include transfer of the patient to the Medical Unit or ICU when medically necessary.

Contractor's management of the Program will not include management of County-employed personnel, except when a clinical individual provides hospitalist services.

- III. Clinical Model. Contractor will utilize a clinical design range where each physician FTE is assigned approximately 12 to 15 patients at approximately 7:00 a.m. each day, including weekends and County holidays (the "Target Patient Load"). In addition, Contractor may utilize a coverage model which includes PAs, NPs and/or Scribes. This will allow Contractor to "flex-up" to a maximum census of 50 patients per day or "flex-down" to a census of 20 patients per day, depending on seasonality.
- IV. Recruiting. Contractor will recruit and retain qualified physicians as hospitalists to staff the program, subject to the limitation listed in Section I.6 of this Agreement. Contractor will involve County in its physician recruitment process. County shall use all possible means to expedite credentialing and the granting of privileges to hospitalists, including the use of temporary privileges and special meetings of the SMMC's credentialing committee. In furtherance of Section 1.3.1 of the Agreement, the Chief Executive Officer, Chief of Health System or their designee withdraws acceptance of any contracted physician, Contractor will remove physician immediately if such physician is in violation of the items listed in 1.7.5 of the Agreement and if not in violation of any such section, within 90 days of receipt of notice from County.
- V. Contractor will comply with reasonable rules and regulations of Health Plan of San Mateo, where such rules and regulations apply to a hospitalist and have been communicated to Contractor reasonably in advance of when compliance is expected to begin. Contractor and County will mutually review any additional Health Plan regulations with County, as listed in Section 1.7.4, to understand requirements that flow through to the hospitalists in their professional practice. It is understood by Contractor that County will be solely responsible for the billing and collection of all hospitalist services rendered by Contractor under County's payor agreements, through County's provider and taxpayer identification numbers.
- VI. Training and Development. Contractor will review documentation and coding as a part of its compliance plan and provide training to physicians on such topics. In furtherance thereof, Contractor will have electronic remote read-only access to SMMC's EMR for chart review to include a review of progress notes, history and physical, discharge summary, etc. (i.e. all clinical documentation) promptly upon

request. Such access will continue for at least thirty (30) days following termination of the Agreement. County shall continue for at least a twelve (12) month period following termination of this Agreement to provide clinical documentation in paper record format upon request within five (5) business days of such request.

- VII. Charge Capture System: During the term of this Agreement, Contractor shall provide Contractor Physicians and County with use of Contractor's third-party patient encounter software platform known as Ingenious Med ("Ingenious Med"). County will provide Contractor with all necessary patient information, as requested by Contractor, in a secure electronic HL7 ADT real-time feed to Ingenious Med. The use of Ingenious Med facilitates coding, charge capture and billing, communication among the Contractor's team, communication with referring physicians regarding patient status (including automated messaging), communication with case managers, pharmacists and discharge planners, data tracking for key operational performance metrics, daily census tracking and call center integration. In furtherance thereof, Contractor will provide billing reports from Ingenious Med to County in order to facilitate County's billing for the professional hospitalist services under County's payor agreements. Contractor will comply with reasonable rules and regulations of Health Plan of San Mateo, where such rules and regulations apply to a hospitalist and have been communicated to Contractor reasonably in advance of when compliance is expected to begin. Contractor and County will mutually review any additional Health Plan regulations with County, as listed in Section 1.7.4, to understand requirements that flow through to the hospitalists in their professional practice. It is understood by Contractor that County will be solely responsible for the billing and collection of all hospitalist services rendered by Contractor under County's payor agreements, through County's provider and taxpayer identification numbers.
- VIII. Quality, Operational and Performance Reporting. Contractor will provide a daily patient census report that can be used by the Hospitalist, Nursing, Admission, Case Management, and Administrative teams. They will develop a monthly dashboard to monitor quality measures agreed on by Contractor and County. In addition, Contractor will develop comprehensive quarterly dashboard of core metrics (the "Dashboard") as agreed upon between Contractor and County and set forth in Exhibit C. Contractor will track performance quarterly metrics affecting quality, patient satisfaction and efficiency. Contractor will analyze drivers that affect such outcomes and will develop action plans for improvement.

- IX. Trauma Assistance. In the event of a County Emergency, when Disaster Service Workers are activated, Contractor will adhere to the guidelines of the San Mateo County Trauma System by being immediately available by telephone and will make every reasonable effort to support SMMC in-person, beyond those providers scheduled to work that day and for the duration of the emergency.
- X. Active Staff Membership. Contractor will fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of the SMMC Medical Staff Bylaws, Rules and Regulations and will maintain such active staff status as a condition of the Agreement.
- XI. Committee Participation. Contractor will attend regularly and serve without additional compensation on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the SMMC Medical Staff Bylaws, Rules and Regulations.
- XII. Program Leadership. Contractor shall designate a Contractor Physician acceptable to the SMMC Chief Executive Officer as the Medical Director of Hospitalist Services to serve as Contractor's on-site team leader and representative in clinical matters. The Medical Director shall be responsible for the overall quality of the Program and for ensuring that the Site Team performs according to the terms of this Agreement. Hospitalists will report to the Medical Director. The Medical Director will have a 0.7 FTE (70%) clinical work load in addition to administrative responsibilities and report to the Medical Director of Specialty Services or their designee. As noted above, the person(s) filling the role of Medical Director may complete their clinical load any time, including weekends and evenings, in order to most appropriately staff SMMC's hospitalist needs, as approved by County. The management services (0.3 FTE, or a minimum of twelve (12) hours per week or fifty two (52) hours per month) shall be provided during normal business hours Monday through Friday.

The duties of the Medical Director and Assistant Medical Director(s) shall include, but are not limited to, the following:

1. Participate in monthly meetings with the Medical Director of Specialty Services, 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. Account for all professional and administrative activities within the scope of the Hospitalist Program.
3. Conduct ongoing monitoring of the professional performance of all individuals who have clinical hospitalist privileges, as well as the scribes.
4. Assure the quality and appropriateness of patient care provided 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 hospitalists.
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) calendar 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.
8. Assist SMMC administration in developing and updating departmental rules, policies, and regulations.
9. Complete Quality Assurance and SAFE report review and respond within seven (7) calendar days of receipt.
10. 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, administrative supervision of professional or technical staff, quality control activities, committee work, and attending conferences.

XIII. 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, PAs, NPs, and scribes to ensure its ability to provide staff needed to comply with the terms of this Agreement.**
- 2. Ensuring candidates presented to SMMC Medical Staff Office have a completed application, including employee health requirements, and meet the SMMC credentialing requirements.**
- 3. Orientating clinical staff to clinical operations and use of the SMMC EMR's, including, but not limited to, Cerner Soarian, eCW, and Pulse Check.**
- 4. Providing and managing of Hospitalist Program staff benefit programs (i.e. medical, dental, life and disability insurance; retirement benefits).**
- 5. Providing payroll services and withholding taxes for its employees/agents.**
- 6. Scheduling.**
- 7. Providing backup for sick call and vacation for its employees/agents.**
- 8. Conducting leadership training.**
- 9. Participating in patient satisfaction surveys, in consultation with the SMMC Medical Director for Specialty Services and/or his/her designees.**

XIV. Both County and Contractor acknowledge the need for performance assessment and associated potential financial penalties 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, Exhibit B, and/or Exhibit C, the text of Exhibit C shall control. As discussed in Exhibits A, B, and C to this Agreement, the Base Fee partial risk based on performance metrics will be determined quarterly and deducted from the Base Fee payment for the month following each quarter.

XV. Scribe Services

1. Contractor will provide 2.0 FTE equivalent annually of scribe services using an assignment schedule designed after the on-site assessment (and modified from time to time as appropriate) as is agreed upon by County.
 2. Under the direct supervision of the Contractor, Scribe will:
 1. Document the history of the patient's present illness
 2. Document the review of systems and physician examination
 3. Enter vital signs and reported lab values
 4. Look up pertinent past medical records
 5. Track and enter the results of studies
 6. Type progress notes
 7. Enter the patient's discharge plan
 8. Document physician consultations with a patient
 9. Notify physicians when studies results are available, thus assisting with timely disposition of the patient.
- XVI. Contractor will provide 0.4 FTE for routine Medical History and Physicals for admissions and ongoing co-management of patients with routine medical issues to 3A/B patients. If a medical consult result in an admission to the medical unit, Contractor will be responsible for arranging this admission.

EXHIBIT B
(rev. 11/10/17)
PAYMENTS

In consideration of the services specified in Exhibit A and subject to the Base Fee partial withhold outlined in Exhibit C, County will pay Contractor based on the following:

- A. **Base Fee.** For the period October 2, 2017 through September 30, 2019, Contractor shall provide County with the Board Certified/Board Eligible Internal Medicine hospitalist physicians, Advanced Practitioners, Scribes, and other necessary service providers as outlined by this Agreement. Services include those described in Exhibit A and meeting or exceeding the five (5) metrics for the Contractor outlined in Exhibit C. The Base Fee is based on Contractor serving 2,184 SMMC inpatients per year (the total number of patients served in 2016) and 12,833 projected patient encounters per year (the total number of patient encounters in 2016), but the Base Fee specifically contemplates fluctuation in these numbers as large as fifteen percent (15%) higher or lower. No change in the Base Fee shall occur within this range or otherwise. Should the actual number of patients served and/or number of patient encounters in a year differ from these amounts by more than fifteen percent (15%) in either direction, Contractor shall confer with SMMC regarding the reasons for said fluctuation(s). Regardless, the fiscal provisions of this Agreement shall not be subject to change absent a written amendment. In consideration for the delivery of the services described in this Agreement, County shall pay Contractor a monthly base fee of TWO HUNDRED THIRTY SEVEN THOUSAND SIX DOLLARS (\$237,006) (the "Base Fee") reflecting the FTEs constituting the on-site hospitalist team, less any quarterly partial withhold outlined in Exhibit C. The "Base Fee" includes physician, Advanced Practitioner, scribe, Medical Directorship, and MSO Services. The amount of each category of provider is listed in the Financial Summary Table below.
- B. **Medical History and Physicals services provided to 3A/B patients (0.4 FTE)** pursuant to Section XVI of Exhibit A to the Agreement will be paid to Contractor in an amount of FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$4,800) for the month of December of 2017. As of January 2018, and for the balance of this Agreement, Contractor will be paid a monthly amount of NINE THOUSAND FIVE HUNDRED NINETY DOLLARS (\$9,590) for these services.
- C. **Medical Directorship (Administrative services only)** will be paid at a rate of FIVE THOUSAND DOLLARS (\$5,000) per month for fifty two (52) hours per month of

administrative services detailed in Exhibit A, with no additional compensation for addition hours necessitated in a particular month.

- D. County will reimburse the actual cost of professional liability (malpractice) insurance up to \$30,000 per year for all Program providers as defined in Section 4 of the Agreement in the amounts of \$1,000,000 per occurrence/claim and \$3,000,000 aggregate limit per year and the appropriate tail coverage for Contractor providing services under this Agreement. Contractor will invoice the County for such professional liability reimbursement on a quarterly (3 month) basis. Contractor shall provide County evidence of the actual cost on at least an annual basis and otherwise as requested by the County. The amount listed in this section shall be the sole amount paid by County for professional liability (malpractice) expenses for all types of providers, including but not limited to physicians, Advanced Practitioners, and scribes.
- E. County will reimburse Contractor for use of their "Ingenious Med" system to provide reports as outlined in Exhibit A, VII at the rate of \$2750 month or \$33,000 annually.
- F. Financial Summary Table (Annual Costs):

Practice Expenses	Annual Cost per FTE	Number of FTEs	Annual Total
Physicians (includes 0.7 FTE for clinical aspect of Medical Directorship)	\$ 287,711	6.7	\$ 1,927,664
Advanced Practitioners	\$ 160,000	2.0	\$ 320,000
Scribes	\$ 31,200	2.0	\$ 62,400
Medical History & Physicals for 3A/B patients		0.4	\$ 115,080
Administrative services (Medical Directorship – 0.3 FTE)			\$ 60,000
MSO Services and Other Site Expenses* (20% of above-listed amounts)			\$ 474,012
Malpractice (up to \$30,000 annually based on actual expenses)			\$ 30,000
"Ingenious Med" system			\$ 33,000
Total Annual Practice Expenses (maximum)			\$ 3,022,156

* Contractor will provide the MSO administrative services for its own personnel, and County shall have no responsibility for these matters or functions. See Exhibit A, XII for details.

- G. Contractor has been advised that the amounts above include a base pay rate for scribes of at least \$15/hour, which comports with the County's living wage ordinance. Contractor is obligated to meet the requirements of the County's

living wage ordinance, which is subject to adjustment annually. In no event shall the Base Fee or the total amount of this Agreement increase based on the living wage ordinance. Contractor agrees that it shall comply with the requirements of that ordinance and is fully compensated for doing so for the duration of this Agreement.

- H. In order to provide patient continuity of care from Contractor and otherwise enhance the quality of patient care, the County will pay the Contractor TWENTY FIVE THOUSAND DOLLARS (\$25,000) for each physician who on October 2, 2018, has been employed by Contractor on a full time basis to provide hospitalist services at SMMC and who has performed such services for at least one full year as of that date.
- I. The amount that County shall be obligated to pay for all services rendered under this Agreement shall not exceed SIX MILLION ONE HUNDRED FORTY THOUSAND DOLLARS (\$6,140,000) for the Agreement term of October 2, 2017 through September 30, 2019.