

Professional Services Agreement
Between the County of San Mateo and CEP America - California, a California general
partnership d/b/a Vituity
For Emergency Medicine and Correctional Health Services

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo County Health (“County”) and **CEP America - California, a California general partnership d/b/a Vituity** (“Contractor”).

W I T N E S S E T H:

WHEREAS, County operates healthcare facilities collectively known as “San Mateo Medical Center” (SMMC); and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services described in this Agreement for SMMC; and

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

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

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

Section 1: Contractor’s Obligations

1.1 Organizational Status

Contractor represents and warrants that Contractor is a partnership, professional services corporation, or association duly organized and validly existing under the laws of the State of California and authorized to engage in the profession of emergency medicine in the State of California.

1.2 Contractor’s Representatives

1.2.1 The term “Contractor” shall include all Contractor’s representatives, employees, shareholders, partners, subcontractors, and agents providing services in San Mateo County under this Agreement; i.e., every member of a medical group that

contracts with the County shall be considered a “Contractor” for purposes of complying with this Agreement.

1.2.2 Where Contractor represents more than one individual, Contractor will designate a “Lead Contractor”. This Lead Contractor will be the contact person for the County when dealing with issues affecting both parties, including but not limited to enforcement of this Agreement, in cases where direct discussion with the contractor fails to adequately resolve this issue.

1.3 **Qualifications**

The following indicate qualifications that must be satisfied by each Contractor as a condition of providing services under this Agreement:

- 1.3.1 Must be accepted by the Chief Executive Officer of SMMC or his/her designee; said acceptance may be withdrawn immediately at any time with written notice to Contractor at the reasonable discretion of the Chief Executive Officer of SMMC, his/her designee, the County’s Chief of Health, or his/her designee.
- 1.3.2 Must always keep and maintain a valid license to engage in the practice of medicine in the State of California; Drug Enforcement Administration (DEA) License; board certification or eligibility; and credentialing eligibility with government and commercial payers. Contractor is responsible for all license dues.
- 1.3.3 Must have active Medical Staff membership and/or privileges as may be required under the Bylaws of County for Contractor to provide the services contemplated by this Agreement. Contractor is responsible for membership dues.
- 1.3.4 Contractor is not currently excluded, debarred, or otherwise ineligible to participate in local, state, or federal healthcare programs or in federal procurement or non-procurement programs.
- 1.3.5 Contractor has not been convicted of a criminal offense.
- 1.3.6 Contractor agrees to participate in the County’s Organized Health Care Arrangement (OHCA), as described by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractors who choose to opt out of OHCA agree to advise the SMMC Medical Staff Office in writing and will provide their own Notice of Privacy Practice (NPP).

1.4 **Services to be Performed by Contractor**

In consideration of the payments hereinafter set forth, Contractor, under the general direction of the Chief Executive Officer of SMMC or his/her designee, with respect to the product or results of Contractor's services, shall provide medical services as described in Exhibit A, attached hereto and incorporated by reference herein. Such services shall be provided in a professional and diligent manner.

1.5 **Payments**

1.5.1 **Maximum Amount**

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed as specified in Exhibit B.

1.5.2 **Rate of Payment**

The rate and terms of payment shall be as specified in Exhibit B, attached hereto and incorporated herein. Any rate increase is subject to the approval of the Chief, County Health or his/her designee and shall not be binding on the County unless so approved in writing. Each payment shall be conditioned on the Contractor's performance of the provisions of this Agreement, to the full satisfaction of the Chief, County Health, Chief Executive Officer of SMMC, or either of their designees.

1.5.3 **Time Limit for Submitting Invoices**

Contractor shall electronically submit invoices and Medical Director Activity Logs to San Mateo Medical Center administration no later than the last day of the second month following the month in which Contractor's services were provided. For example, the deadline for submission of an invoice for January 2022 services would be March 31, 2022. Unexcused failure to timely submit an invoice shall result in forfeiture of compensation. SMMC shall exercise reasonable judgment in determining whether Contractor's failure to timely submit an invoice is excusable.

1.5.4 **Billing and Collection**

County shall be responsible for billing for all hospital services under this Agreement and County shall have the exclusive right to collections for such services. Contractor shall be responsible for billing for all physician services and

Contractor shall have the exclusive right to collections for such services. Contractor shall not bill or assert any claim for payment against any patient for services performed under this Agreement where a patient is covered by any government program, government benefit, government plan, or government agreement which requires that the provider accept payment as payment-in-full for the Contractor's services.

1.5.5 Billing and Operational Data

Each party shall reasonably cooperate to provide the other party sufficient patient information to facilitate the services, billing, and quality improvement operations provided under and related to this Agreement. County shall provide all patient medical record information required by Contractor to bill patients and third party payors for Emergency Medicine Services, including legible Patient Information for each patient visit including all nursing notes, physician notes (handwritten and dictated), department logs, and chart continuation sheets, if applicable, patient's demographic information, responsible party's name, address, email address, telephone number (home and cell) and relationship to patient and any applicable authorization documentation, patient or responsible party's employers' names, third-party payor information, including name and address of payor, policy or certificate number, Contractor policy number, copy of insurance card or cards, and telephone authorization number, and first report of work injury, if applicable (collectively, "Patient Information"). All Patient Information shall be provided to Contractor or its agent in a secure electronic feed in a real-time interface in accordance with specifications received from Contractor and subject to the County's Information Systems Department approval. The transmission of electronic data shall occur in real time to ensure timely receipt by agent upon completion of each medical record. If feasible, County shall also provide Contractor or its agent with a real-time listing, in an electronic format, of patients receiving Emergency Medicine Services. To ensure Contractor's ability to obtain all necessary documentation that may not be available at the time of the initial real-time feed, or that may require additional clarification, or in the event that the real time feed is not available for any reason, County use its best and reasonable efforts to grant remote access to designated personnel of Contractor's agent to County's HEDIS, dictation, and coding systems within 72 hours of request. If the real-time feed data feed is not implemented before the start date, County will reimburse Contractor for actual labor costs in obtaining patient demographics and clinical documentation. Contractor's agent and dedicated personnel shall adhere to all County standards, policies and procedures for remote access to data. Should remote access not be granted to agent, County staff is responsible for obtaining and forwarding missing medical record components within 72 hours of request by agent. County registration personnel shall use best efforts to have all patients (and/or guarantors/legally responsible parties) sign Contractor and County forms required by various third-party payors.

1.6 **Substitute Responsibility**

Contractor shall provide, at Contractor's sole cost and expense, a substitute for any Contractor who is unable to provide services required under this Agreement. As a condition of providing services under this Agreement, any such substitute shall first be approved by the Chief Executive Officer of SMMC or his/her designee and shall otherwise satisfy all qualification requirements applicable to the Contractor, including but not limited to being covered under Contractor's insurance or submitting separate insurance issued by a company under such terms and limitations as County shall reasonably approve.

1.7 **General Duties of Contractor**

1.7.1 **Administrative and Miscellaneous Duties and Responsibilities**

Contractor will cooperate with the administration of SMMC. Such cooperation shall include but not be limited to the following:

- A. Adhere to the County policy requiring all contracted providers to use their SMMC-provided e-mail address;
- B. Creating and maintaining medical records in a timely fashion (including the appropriate use of dictation, electronic medical records, or other technology, as required by County). Documentation in medical records must be completed within 7 days of the occurrence that is the subject of the documentation, and such documentation shall be considered delinquent if not completed within 21 days;
- C. Accurately bill and code for each service;
- D. Participate in peer review;
- E. Timely complete all required training and education;
- F. Complete time studies as required by California and Federal reimbursement regulations, and County's compliance programs;
- G. Meet quarterly with the department manager to address whether the contract services as described in Exhibit A and performance metrics, if included and described in Exhibit C are being met;

- H. To the extent applicable, Contractor shall provide appropriate supervision and review of services rendered by physician assistants and other non-physicians involved in the direct medical care of County's patients.
- I. Contractor is to meaningfully engage in process improvement activities and lead projects as required.

1.7.2 Documentation and Coding Compliance

Contractor shall document patient care and prepare such administrative and business records and reports related to the service upon such intervals as County shall reasonably require in the health record systems, platforms, software, form, and format made available by the County and, additionally, in accordance with such bylaws, rules, and regulations as the Medical Staff may adopt and require. Contractor agrees to prepare and keep accurate, complete, and timely records. To the extent that billing is discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those billing-related requirements.

1.7.3 Compliance with Rules and Regulations

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

1.7.4 Compliance with General Standards

Contractor shall maintain its operations in compliance with all applicable laws and rules relating to licensure and certification, including but not limited to: Title XXII of the California Administrative Code; those necessary to participate in the Medicare and Medi-Cal programs under Title VIII and Title XIX, respectively, of the Social Security Act; and those required by the Joint Commission. Contractor shall provide satisfactory evidence of such licenses and certificates. Contractor shall inform County of any notice of any incident within its operations which may affect any license or certification held by Contractor within thirty (30) days.

1.7.5 Compliance with Patient Information

Contractor shall keep in strictest confidence and in compliance with all applicable state and federal laws any patient information. Contractor shall not disclose such information except as permitted by law.

All services to be performed by Contractor pursuant to this Agreement shall be performed (1) in accordance with all applicable federal, state, county, and municipal laws, ordinances, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and state, federal, county, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of annual training requirement within thirty (30) days of the training deadline.

1.7.6 Compliance with 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 in Exhibit B, 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.

1.7.7 Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

1.7.8 Non-Discrimination

- A. Disability; Section 504 of the Rehabilitation Act of 1973; Americans With Disabilities Act (ADA). Contractor shall not discriminate against patients or County staff on the basis of disability. Contractor shall cooperate with County to 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 their work or the performance of any services. Contractor shall further abide by the Rehabilitation Act and the Americans With Disabilities Act (ADA), as applicable, while providing treatment to County's patients.
- B. General Non-Discrimination. No person shall be denied any services (including but not limited to admission and treatment) 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.
- 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 upon request.

D. Violation of Non-Discrimination Provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties to be determined by the County Manager, including but not limited to:

1. Termination of this Agreement;
2. Disqualification of Contractor from bidding or being awarded a County contract for a period of up to three (3) years;
3. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and/or
4. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of these paragraphs, the County Manager shall have the authority to:

5. Examine Contractor's employment records with respect to compliance with this paragraph; and
6. Offset all or any portion of the amount described in this paragraph against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Within thirty (30) days, Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notifications shall include the name of the complainant, a copy of such complaint, and description of the circumstance. Contractor shall provide County with a copy of its response to the complaint when filed/submitted.

E. Compliance with Equal Benefits Ordinance. Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or

domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

- F. Compliance with Federal Regulations. Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. History of Discrimination. Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

1.7.9 Managed Care Contracts

Contractor shall participate in and observe the provisions of all managed care contracts in which the County participates for health care services with managed care organizations, including but not limited to Health Maintenance Organizations (HMOs), Independent Practice Associations (IPAs), Preferred Provider Organizations (PPOs), Medical Service Organizations (MSOs), Integrated Delivery Systems (IDSs), and Physician-Hospital Organizations (PHOs) (collectively "Managed Care Programs"). Payment for services rendered to patients covered by Managed Care Programs shall be accepted as payment in full as provided by the associated payor contracts and applicable law. Nothing in this section is intended to preclude Contractor from directly entering into health care contracts with third party payors as it deems reasonable and necessary to secure reasonable prevailing reimbursement rates for its services.

1.7.10 Requirement of Physician to Notify County of any Detrimental Professional Information or Violation of Contract Rules or Policies

During the term of this Agreement, Contractor shall notify County immediately, or as soon as is possible thereafter, in the event that:

- A. Contractor's license to practice in any jurisdiction is suspended, revoked, or otherwise restricted;
- B. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;
- C. Contractor's privileges at any hospital or health care facility or under any healthcare plan is denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;
- D. Contractor's controlled substance registration certificate (issued by the DEA), if any, is being or has been suspended, revoked, or not renewed;
- E. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;
- F. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials;
- G. When a sexual misconduct or sexual abuse allegation has been made against Contractor;
- H. Contractor is charged with a crime; or
- I. Contractor breaches any of the terms of this Agreement; violates any of the County's rules or regulations, or if the Contractor is subject to or a participant in any form of activity which could be characterized as discrimination or harassment.

1.8 **Provision of Records for County**

Contractor shall furnish any and all information, records, and other documents related to Contractor's services hereunder which County may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by County to assess and improve the quality and efficiency of County's services. As reasonably requested, Contractor shall participate in one or more of such plans and/or programs.

1.9 **Cooperation with County in Maintaining Licenses**

Contractor shall assist County in obtaining, achieving, and/or maintaining any and all licenses, permits, other authorization, and/or accreditation standards which are dependent upon, or applicable to, in whole or in part, Contractor's services under this Agreement.

1.10 **Contractor's Conflict of Interest**

Contractor shall inform County of any other arrangements which may present a professional, financial, Stark Law, or any other state or federal conflict of interest or materially interfere in Contractor's performance of its duties under this Agreement. In the event Contractor pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Contractor's performance under this Agreement, County may exercise its rights and privileges under Section 3 below.

1.11 **Permitted and Non-Permitted Uses of County Premises, Equipment, and Supplies**

Contractor may reasonably use County's facilities, equipment, and supplies for the performance of services under this Agreement. Contractor agrees not to use, or permit any of Contractor's representatives to use, any County facility, equipment, supply or service for any purpose other than the performance of services under this Agreement without a written agreement executed in advance expressly providing for such use.

1.12 **No Contract in County Name**

Contractor shall not have the right or authority to enter into any contract in the name of County or otherwise bind County in any way without the express written consent of County.

1.13 **Regulatory Standards**

Contractor shall perform all services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to County and the relevant medical service, including, without limitation, those requirements imposed by the Joint Commission, the Medicare/Medi-Cal conditions of participation, and any amendments thereto.

1.14 **Access and Retention of Books and Records**

Upon written request of the Secretary of Health and Human Services, the Comptroller General, or County, or any of their duly authorized representatives, Contractor shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Contractor carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Contractor agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(I) and related regulations. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by County, Contractor, or any Contractor's representative by virtue of this Agreement.

1.15 **Professional Standards and Medical Decision Making**

Contractor shall perform his or her duties under this Agreement without direct supervision and in accordance with the rules of ethics of the medical profession. Contractor shall also perform his/her duties under this Agreement in accordance with the appropriate standard of care for his/her medical profession and specialty. The Contractor has a right to exercise independent professional judgment in the care of patients.

Section 2: Change of Circumstances

In the event either (i) Medicare, Medi-Cal, or any third party payor or any federal, state, or local legislative or regulative authority adopts any law, rule, regulation, policy, procedure, or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for services under this Agreement; or (ii) any or all such payors/authorities impose requirements which require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto; then, upon the request of either party materially affected by any such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstance while preserving the original intent of this Agreement to the greatest extent possible. If, after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days prior written notice.

Section 3: Term and Termination

3.1 Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 1, 2026 through April 30, 2029. Each consecutive 12-month period within the term of this Agreement beginning with the first day of this term shall constitute a “Contract Year”, and any period of less than a Contract Year at the end of the term shall be treated pro rata for purposes of Contract Year services and compensation.

3.2 Extension of Term

The term of the Agreement may be extended by mutual written, signed agreement by both parties.

3.3 Termination

3.3.1 Termination

This agreement may be terminated by either party at any time upon ninety (90) days written notice. The County may immediately terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon (1) unavailability of federal, state, or county funds or (2) closure of the County, SMMC, or the department of SMMC at which Contractor is to provide services, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding or closure.

3.3.2 Automatic Termination

This Agreement shall be immediately terminated as follows:

- A. Upon Contractor’s loss, restriction, or suspension of his or her professional license to practice medicine in the State of California;
- B. Upon Contractor’s suspension or exclusion from the Medicare or Medi-Cal Program;
- C. If the Contractor violates the State Medical Practice Act;
- D. If the Contractor’s professional practice imminently jeopardizes the safety of patients;

- E. If Contractor is convicted of a crime;
- F. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law and Exhibit E;
- G. Upon revocation, cancellation, suspension, or limitation of the Contractor's medical staff privileges at the County;
- H. If Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;
- I. If Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;
- J. If Contractor fails to maintain professional liability insurance required by this Agreement;
- K. Upon County's loss of certification as a Medicare and/or Medi-Cal provider;
- or
- L. Upon the closure of the County, SMMC, or the medical service at SMMC in relation to which the Contractor is providing services.

3.3.3 Termination for Breach of Material Terms

Either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the breaching party with no fewer than thirty (30) days advance written notice specifying the nature of the breach. The breaching party shall then have thirty (30) days from the date of the notice (or such longer period as is specified in the notice) in which to remedy the breach and conform its conduct to this Agreement. If such corrective action is not taken within the time specified, this Agreement shall terminate at the end of the notice and cure period (typically sixty (60) days) measured from the date of initial notice without further notice or demand. Upon breach of the terms of this Agreement by an individual contractor's representative, County shall have the option of withdrawing its acceptance of that individual contractor's representative, as described in Section 1.3.1, without terminating this Agreement. Upon withdrawal of acceptance, Contractor must replace said contractor representative as specified in Section 1.6 of this Agreement. Withdrawal of acceptance of an individual contractor's

representative will not, of itself, constitute grounds for termination of this Agreement by either party.

3.3.4 Patient Records Upon Termination

All original patient records shall be property of the County. Upon termination of this Agreement, Contractor shall return any such records as may be in Contractor's possession to County, subject to Contractor's right to copies of records.

3.3.5 National Practitioner Data Bank Required Reporting

In consideration of automatic termination under 3.3.2. (G) listed above, County is required to report all professional review actions based on reasons related to professional competence or conduct that adversely affect Contractor's clinical privileges for a period longer than 30 days to the National Practitioner Data Bank (NPDB). Additionally, County is required to report to the NPDB any voluntary surrender or restriction of clinical privileges while under, or to avoid, an investigation.

3.3.6 California Reporting Requirements

In consideration of automatic termination under 3.3.2 (G) listed above, County is required to report to the Medical Board of California all actions taken against physicians, which deny, restrict for 30 days or more in a 12-month period, or terminate staff privileges for medical disciplinary cause or reason. If the termination or restriction occurred due to a resignation or other voluntary action following notice of an impending investigation, that also must be reported.

Section 4: Insurance and Indemnification

4.1 **Insurance**

County shall take out and maintain during the life of this Agreement such bodily injury liability, property damage, and professional liability insurance as shall protect Contractor which may arise from Contractor's operations or actions while performing work covered by this Agreement as described in Exhibit A, from any and all claims, whether such operations or actions are done by himself or herself, any subcontractor, or anyone directly or indirectly employed by either of them. Contractor warrants that each person providing services on Contractor's behalf who accesses the County's facilities by automobile has and will maintain automobile liability coverage in an amount that equals or exceeds California's minimum personal responsibility limit.

County obtained insurance shall be combined single limit bodily injury and property damage coverage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- A. Comprehensive general liability insurance... \$1,000,000
- B. Professional liability insurance.....\$1,000,000 / \$3,000,000

4.2 **Departed Provider Coverage**

County will maintain continuous departed provider coverage under its healthcare comprehensive liability coverage contract (“HCL contract”) and shall maintain continuous departed provider coverage as long as County continues to maintain its HCL contract ; or (ii) if the County enters into a new comprehensive liability coverage contract or new contract of insurance, County will purchase or provide either a) departed provider coverage or b) tail coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement and within the applicable statute of limitations for professional liability claims applicable to Contractor’s services.

4.3 **Hold Harmless**

Contractor shall indemnify and hold harmless County from Contractor’s, its officers’, agents’, employees’, and servants’ acts or omissions giving rise to liability, claims, suits, actions, or damages or on account of:

- A. Intentional acts that are outside the scope of services in this Agreement;
- B. Contractor’s failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement;
- C. Sanctions, penalties, or damages resulting from Contractor’s failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended;
- D. Sanctions, penalties, or damages arising from false claims caused or submitted by the Contractor under the federal or state False Claims Act(s).

The duty of the Contractor to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

Section 5: Miscellaneous Provisions

5.1 Confidentiality

This Agreement is not confidential. If the contracted amount exceeds \$200,000, the Agreement is subject to review and approval of the Board of Supervisors pursuant to Government Code Section 31000. As such, this Agreement is a public record pursuant to the California Public Records Act.

5.2 Notice Requirements

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below; and (2) either deposited in the United State mail, postage prepaid, certified or registered mail, return receipt requested -or- deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to the address below. In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

If to County: Chief Executive Officer
 San Mateo Medical Center
 222 W 39th Avenue
 San Mateo, CA 94403
 Facsimile: 650/573-2030

With Copy to: County Attorney's Office
 500 County Center, 4th Floor
 Redwood City, CA 94063
 Facsimile: 650/363-4034

If to Contractor: CEP America - California,
 a California general partnership d/b/a Vituity
 2100 Powell Street, Ste. 400
 Emeryville, CA 94608
 Attn: David Birdsall, MD, COO

With Copy to: CEP America – California,
a California general partnership d/b/a/ Vituity
2100 Powel Street, Ste. 400
Emeryville, CA 94608
Attn: Legal and Compliance Department

5.3 **Merger Clause, Amendment, and Counterparts**

This Agreement, including the Exhibits and Attachments attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document, whether written or otherwise, are not binding. All subsequent modifications shall be in writing and signed by the parties.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.4 **Severability**

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided that the fundamental rights and obligations remain reasonably unaffected.

5.5 **Assignment**

Because this is a personal service contract, Contractor may not assign any of its rights or obligations hereunder without the prior written consent of County. County may assign this Agreement to any successor, to all or substantially all of County's operating assets, or to any affiliate of County. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.6 **Independent Contractor**

Contractor and all Contractor's representatives are performing services and duties under this Agreement as independent contractors and not as employees, agents, or

partners of or joint ventures with County. County does retain responsibility for the performance of Contractor and Contractor's representatives as and to the extent required by law and the accreditation standards applicable to County. Such responsibility, however, is limited to establishing the goals and objectives for the service and requiring services to be rendered in a competent, efficient, and satisfactory manner in accordance with applicable standards and legal requirements. Contractor shall be responsible for determining the way services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

5.7 **Right to Offset**

On any breach of the terms, failure to provide indemnity, or failure to perform by Contractor under this Agreement, County will have the right to offset against any amount due Contractor under the Contract any amounts due, owed, or owing from Contractor. The rights conferred under this section shall survive termination or expiration of this Agreement.

5.8 **No Restriction On Referrals Or Credentials**

The parties expressly agree that nothing contained in this Agreement shall require Contractor or Contractor's representatives to refer or admit any patients to or order any goods or services from County. The parties further acknowledge that Contractor may establish staff privileges at any other health care facility of Contractor's choosing and that Contractor is not restricted from referring any patient to, or otherwise generating any business for, any other health care facility, health care system, or medical group. Neither party will knowingly or intentionally conduct himself or herself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medi-Cal programs.

5.9 **Alternate Dispute Resolution and Venue**

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective reputations and the confidential nature of certain aspects of their relationship. Accordingly, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be mediated. If mediation is unsuccessful, the parties may take the dispute to Superior Court in San Mateo County.

5.10 **Third Party Beneficiaries**

This Agreement is entered into for the sole benefit of County and Contractor. Nothing contained herein or in the parties' course of dealings shall be construed as conferring

any third-party beneficiary status on any person or entity not a party to this Agreement, including, without limitation, any Contractor's representative.

5.11 **Governing Law**

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

5.12 **Non-Disclosure of Names**

Notwithstanding any other provision of this Agreement, names of patients receiving public social services hereunder are confidential and are to be protected from unauthorized disclosure in accordance with Title 42, Code of Federal Regulations, Section 431.300 *et seq.* and Section 14100.2 of the California Welfare and Institutions Code and regulations adopted thereunder.

For the purpose of this Agreement, all information, records, data, and data elements collected and maintained for the operation of the Agreement and pertaining to patients shall be protected by Contractor from unauthorized disclosure.

With respect to any identifiable information concerning a Medi-Cal patient that is obtained by Contractor, Contractor: (i) will not use any such information for any purpose other than carrying out the express terms of this Agreement; (ii) will promptly submit to California Department of Public Health (CDPH) and the applicable Medi-Cal plan all requests for disclosure of such information; (iii) will not disclose, except as otherwise specifically permitted by this Agreement, any such information to any party other than CDPH and the applicable Medi-Cal plan without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 *et seq.*, under Section 14100.2 of the Welfare and Institutions Code and regulations adopted thereunder, or as ordered by a court or tribunal of competent jurisdiction; and (iv) will, at the expiration or termination of this Agreement, return all such information to CDPH and the applicable Medi-Cal Plan or maintain such information according to written procedures sent to health plan by CDPH and the applicable Medi-Cal plan for this purpose.

5.13 **Electronic Signature**

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. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

5.14 **Intellectual Property**

Each party acknowledges and agrees that the other party owns or licenses existing Confidential Information, platforms, websites, practices, protocols and other material protected by worldwide common law and statutory intellectual property rights ("Pre-Existing Materials"). In the case of Contractor, Pre-Existing Materials specifically includes the On Duty ® platform. Neither party will reproduce, sell, transmit, publish, broadcast, or otherwise disseminate or distribute the other party's Pre-Existing Materials without such party's prior written consent. Each party shall own, solely and exclusively, all intellectual property rights to any materials created solely by that party, without the use of the other party's Pre-Existing Materials, during or after the Term of this Agreement ("New Materials"). In addition, except as set forth in this Agreement, each party specifically agrees not to use the other party's Pre-Existing Materials or New Materials in the creation or development of its own materials during or after the Term of this Agreement without the other party's prior written consent. Should the parties jointly develop materials or intellectual property rights during the Term of this Agreement ("Jointly-Developed Materials"), each party will continue to be the sole owner of its own Pre-Existing and New Materials, and each party hereby grants to the other party a non-exclusive, non-transferrable, non-sublicensable, perpetual (unless this Agreement is terminated by a party for breach) right to use the Jointly-Developed Materials and intellectual property rights solely for its own business purposes.

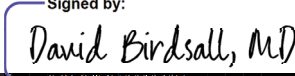
5.15 **Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments
- Exhibit C—Performance Metrics
- Exhibit D—Medical Director Duties
- Exhibit E—Citizenship Duties of Contractor
- Exhibit F—[INTENTIONALLY OMITTED]
- Exhibit G—Corporate Compliance SMMC Code of Conduct
- Exhibit H—Health Requirements

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

For Contractor: **CEP America - California, a California general partnership d/b/a Vituity**

Signed by:  <small>94D4F89EC93943F...</small>	3/24/2026	David Birdsall, MD
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

COUNTY OF SAN MATEO

EXHIBIT A

SERVICES

In consideration of the payments specified in EXHIBIT B, Contractor shall perform the services described below under the general direction of the San Mateo Medical Center (SMMC) Chief Medical Officer (CMO).

I. Correctional Health Services

A. Medical Directorship

Contractor will provide a physician, board-certified or board-eligible in Emergency Medicine, to serve as onsite Medical Director to the Correctional Health Services, for a maximum of 30 hours per month. This Medical Director will provide administrative, clinical, and program support, and, prior to the initiation of this contract, approval by the Correctional Health Services Manager and jail administration to serve as the Medical Director for Correctional Health Services. The physician assigned as Medical Director for Correctional Health Services will be responsible for the following:

1. Collaborate with all designated County managers to plan and further develop health care programs in the County's correctional facilities.
2. Review and approve policies and procedures in coordination with designated County managers, including nursing, physician, pharmacy, and ancillary services.
3. Review and approve standardized procedures for the nursing staff employed at the County's correctional facilities.
4. Supervise the medical aspects of the Quality Management Program.
5. Meet on a regular basis with the emergency physicians at SMMC and in Public Health to discuss common medical issues and perform peer review.
6. Participate in health education programs for inmates and staff.
7. Supervise the clinical practice of nurse practitioner(s) employed at the County's correctional facilities, with weekly scheduled case reviews
8. Review Correctional Health Services formulary annually, and attend, at least quarterly, the Pharmacy and Therapeutics Committee meetings.
9. Assist the County with supervision and recruitment of contract physicians.
10. In conjunction with the Correctional Health Services Manager, the Medical Director will create a schedule providing physician coverage Monday through Friday for the on-site clinic. Provide oversight to the self-medication program.

B. Clinical Services

Contractor will provide on-call consultation services twenty-four (24) hours per day seven (7) days per week from SMMC's Emergency Department, telemedicine services, and on-site physician coverage in the County's jail and corrections facilities as patient care requires, by a physician board-certified or board-eligible in Emergency Medicine, Family Medicine, or Internal Medicine thirty (30) hours each week during the Contract Year (collectively, "Correctional Health Coverage"). Correctional Health Coverage shall include:

1. Being responsible for clinical patient care services in the County's jail and correctional facilities.
2. Providing direct clinical services for inmates, including health history, physical assessment, and treatment plans.
3. Providing medical consultative services to all Correctional Health staff.
4. Reviewing and co-signing standardized orders entered in medical records by nursing staff.
5. Review, approve, and co-sign all consults upon request in cases where the Advanced Practice Practitioner ("APP") requires physician approval.
6. Monitor the care of inmates hospitalized at any outside hospital, ensure appropriate medical care, and facilitate return to custody when indicated.

C. Correctional Health – On Call Services

When not providing Clinical Services as set forth in Section II.B., above, Contractor will provide a physician, board-certified or board-eligible in Emergency Medicine to provide on-call service for telephone consultation Monday through Friday each week during the Contract Year between 1400 and 1700 hours.

II. Emergency Department (ED) Services

A. Physician Staffing and Manpower

Contractor shall provide emergency services in the SMMC Department of Emergency Services. ED shall be staffed twenty-four (24) hours a day with physicians working a maximum of twelve (12) hour shifts, 365 days per year. There shall be a minimum of one physician on duty in the ED at all times and not less than thirty-one (31) hours per day of total physician coverage. The staffing schedule for each month shall be posted in the SMMC ED at least thirty (30) days prior to the beginning of each month. The physicians assigned to SMMC shall be board-certified or board-eligible in Emergency Medicine (American Board of Emergency Medicine). Services include telephone and telemedicine backup for Correctional Health.

To facilitate care of patients in the Department, Contractor may hire Advanced Practice Practitioners (APPs) in addition to the Contractor's physicians. Exclusive of "SuperUser" support, below, APPs may support the physicians not less than 30 hours/day, 365 days

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

In addition to the APP clinical coverage requirements set forth immediately above, Contractor shall designate an available APP to cumulatively provide up to sixteen (16) hours per month of Epic "SuperUser" electronic health record support services to SMMC ED staff-members who require assistance or have questions navigating Epic workflows, documents, and documentation.

B. Participation in Teaching and Training

Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing education shall be documented and considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.

C. Medical Staff Membership and Adherence to Bylaws, Rules, and Regulations

Contractor shall fulfill those requirements for active staff membership set forth in Articles 3 and 4.2 of SMMC's Medical Staff Bylaws, Rules, and Regulations, and maintain such active staff status as a condition of this Agreement. Contractor shall attend regularly and serve, without additional compensation, on committees responsible for peer review activities, quality assurance, and utilization review as outlined in the Medical Staff Bylaws, Rules, and Regulations. Contractor shall participate in utilization review of radiology services, laboratory services, and ambulance services, as requested by the SMMC CMO or designee.

D. Medical Director of Emergency Services

Contractor shall provide direct supervision of the Department of Emergency Services, assuring overall efficiency in day-to-day operations.

Contractor shall serve as Chief of Emergency Services through appointment by the Medical Executive Committee (MEC). Chief of the ED will be elected by the ED medical staff who may convey the wishes of the group on medical matters to the medical staff via the MEC. Contractor will select a Medical Director for operations and management of the ED. The duties of the Medical Director shall include the following, for a maximum of fifty-five (55) hours per month:

1. Monthly meetings with the Chief Operating Officer (COO) and/or designee, to discuss on going 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, review charge description master (CDM), compliance, policy issues, productivity, and other topics as appropriate.
2. Accountability for all professional and administrative activities within the Department.
3. Ongoing monitoring of the professional performance of all individuals who have clinical privileges in the ED.
4. Assure the quality and appropriateness of patient care provided within the ED is monitored daily and evaluated quarterly through a mechanism on the metrics described in Exhibit C.
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 non-mandatory Medical Staff meeting to advance patient care at the request of SMMC's CEO or designee.
7. Be available by pager or telephone or designate "on-call" alternative when necessary as determined by Contractor.
8. Assist SMMC Administration in developing and updating departmental rules, policies, and regulations.
9. Participate in SMMC's performance management and innovation initiatives concerning increasing the quality, efficiency, and effectiveness of care delivered to patients, which includes but is not limited to participation in administratively designated SMMC improvement councils.

10. Provide Epic "SuperUser" electronic health record support services to ED staff consisting of in-person or remote help and support to ED staff-members who require assistance or have questions navigating Epic workflows, documents, and documentation at SMMC.

E. Additional Patient or Surge Burden

Due to the variability of patient demand in the SMMC ED and in order to address the greater or lesser provider need on a specific day, the following reimbursement metric shall apply. The parties agree that the compensation for ED services set forth in this Agreement contemplates one hundred ten (110) patient visits to the SMMC ED per day (excluding patients who leave without being seen by a provider or without being treated in the ED prior to having contact with a provider). If the number of patient visits to the SMMC ED on a given day (i.e., 0001 hours to 2400 hours) meets or exceeds one hundred ten (110) patient visits (excluding from the definition of "patient visits" patients who leave the ED without being seen or treated by a provider), Contractor will receive additional compensation for each patient visit that exceeds one hundred and ten 110 patient visits to the ED on that day.

F. Contractor to Manage Its Own Administrative Services

Contractor shall, without additional compensation, provide the following administrative services for its own personnel, and County shall have no responsibility for these services or functions:

1. Recruiting of its own physicians, physician assistants, and nurse practitioners to ensure its ability to provide staff needed to comply with the terms of this Agreement.
2. Medical Group credentialing.
3. Orientation of clinical staff to clinical operations and use of the Emergency Department Information Systems (EDIS).
4. Provision and management of ED medical staff benefit programs (i.e. medical, dental, life and disability insurance; retirement benefits).
5. Payroll and withholding taxes.
6. Scheduling.
7. Backup for sick call and vacation.
8. Leadership training.

9. Management and oversight of the professional fee billings function for ED patients.

G. Compliance with Accreditation Standards

Contractor and its physicians shall, without additional compensation, provide support to SMMC in meeting Surgical and Anesthesia Standards as defined by the Joint Commission, Title XXII, of the California Code of Regulations and other applicable standards.

H. Backup Coverage for Correctional Health

Contractor shall respond to calls from Correctional Health Services for telephonic and telemedicine evaluation and management of inmates on a full-time basis - seven (7) days per week, twenty-four (24) hours per day.

I. Ancillary Services Response

Contractor shall respond to SMMC clinical laboratory, imaging and other ancillary services for the evaluation and management of critical laboratory, pathology, and imaging results for primary care patients between the hours of 5:00pm and 9:00am each day.

J. Absence of Attending or Consulted Physician in Emergencies

Contractor shall Manage and stabilize cardiac arrest and other medical or surgical emergencies on the premises of SMMC in the absence of an available medical or surgical attending physician.

K. Response to Payors Regarding Medical Necessity, Cooperation with County

Contractor shall respond to calls from commercial payor members regarding medical necessity and reasonably cooperate with County regarding billing for patient care services.

L. Supervise Psychiatric Emergency Services

Contractor shall provide medical supervision for Psychiatric Emergency Services (PES) post- graduate year one (PGY1) residents.

M. Scribe Services

1. Contractor will provide Scribes for an average of three (3) shifts of eight hours each per day.
2. Under the direct supervision of the Contractor, Scribe will:
 - a. Document the history of the patient's present illness
 - b. Document the review of systems and physician examination
 - c. Enter vital signs and reported lab values
 - d. Look up pertinent past medical records
 - e. Track and enter the results of studies
 - f. Type progress notes
 - g. Enter the patient's discharge plan
 - h. Document physician consultations with a patient
 - i. Notify physicians when studies results are available, thus assisting with timely disposition of the patient.

III. Medical Director Activity Log

As a condition to payment and within the time required for submission under Section 1.5.3 of the Agreement, Contractor's designated Medical Director for Correctional Health Services and Medical Director of Emergency Services shall respectively record all activities performed in satisfaction of the Medical Director Duties set forth in Section I.A. and II.D., above, in a County approved Medical Director Activity Log template which shall be provided by County to Contractor. Completed Medical Director Activity Logs must be personally or electronically signed by the Medical Director for Correctional Health Services prior to submission to the County. Contractor acknowledges and understands that the services enumerated above may not include Contractor's professional medical services. If Contractor receives payment for professional medical services provided to patients or concerning patient care, Contractor may not also receive payment under this agreement for Medical Director Duties.

EXHIBIT B

PAYMENTS

Correctional Health and Emergency Department (ED) Services

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

I. **Maximum Amount:** In full consideration of Contractor's performance of the services described in Exhibits A and D, the amount that County shall pay for services rendered under this Agreement shall not exceed EIGHT MILLION SEVEN HUNDRED TWELVE THOUSAND FOUR HUNDRED EIGHT DOLLARS (**\$8,712,408.00**).

II. Compensation for Correctional Health Services

A. Correctional Health Physician Coverage Compensation

For Correctional Health physician coverage services, Contractor shall invoice the County on a **monthly fee** of THIRTY SIX THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND SIXTY-SEVEN CENTS (**\$ 36,562.67**).

B. Correctional Health Physician On-Call Services Compensation

For Correctional Health physician on-call Services, Contractor shall invoice the County a **monthly fee** of NINE HUNDRED FORTY-FIVE DOLLARS AND SIXTY-SEVEN CENTS (**\$945.67**).

C. Compensation for Correctional Health Medical Director Services

For Correctional Health Medical Director services County shall pay Contractor a **monthly fee** of SIX THOUSAND SIX HUNDRED NINE DOLLARS AND TWENTY-EIGHT CENTS (**\$6,609.28**). County shall pay Contractor's upon receipt of a timely and signed submission of the Medical Director Activity Log to County. The parties acknowledge that while they estimate the time required to perform directorship duties herein is approximately thirty (30) hours per month ("Estimated Hours"), the actual time will vary from time to time, and (ii) the aforesaid compensation is their best estimate of fair market value for the tasks to be performed and the time likely to be required to perform such tasks. If in any given month while this Agreement is in effect, the Medical Director of Correctional Health provides fewer than the Estimated Hours, the Medical Director shall be paid a pro rata hourly rate based on the monthly fee divided by 30 (e.g. **\$ 220.31 per hour**) for each hour of Service documented and provided. The maximum compensation for Medical Director services shall in no event exceed the monthly fee, above, even if the number of hours spent exceed the Estimated Hours.

D. Approval of Correctional Health Invoices and Medical Director Logs

The Correctional Health Services Manager shall approve all invoices and, in concert with and subject to approval by SMMC Administration, approve Medical Director Activity Logs for payment as appropriate per the terms of this Agreement.

E. Correctional Health "Not To Exceed Amount"

The cost of all correctional health services described immediately above as set forth in this Section I. shall not exceed ONE MILLION FIVE HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-ONE DOLLARS (**\$1,588,181.00**) over the three-year term of this Agreement.

III. Compensation for Emergency Department (ED) Services

A. Physician and APP ED Coverage Compensation

Physician and APP ED coverage services will be paid a **monthly fee** in the amount of ONE HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED SEVEN DOLLARS AND TEN CENTS (**\$161,807.10**).

B. Additional Compensation for Scribes

Contractor will be additionally compensated a **maximum monthly fee** of FOURTEEN THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS AND FIFTY-FOUR CENTS (**\$14,355.14**) for Contractor to retain and provide three (3) full time Scribes at SMMC who will provide scribe services for Contractor's providers in the SMMC ED. Contractor shall account for unfilled scribe shifts each month and proportionately reduce the monthly fee charged to County if less than three (3) full time Scribes are retained and provided. For example, if two full time scribes are retained and provided in a month, Contractor would reduce the monthly fee by thirty-three percent (33%). The Scribe Job Description is detailed in Exhibit A, Section II. M, of the Agreement.

C. Medical Director Compensation

For ED Medical Director services County shall pay Contractor a monthly fee of THIRTEEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS AND SIXTY CENTS (**\$13,457.60**) after receipt of Contractor's timely and signed submission of the Medical Director Activity Log to County. The parties acknowledge that while they estimate the time required to perform directorship duties herein is approximately **fifty-**

five (55) hours per month (“Estimated Hours”), the actual time will vary from time to time, and (ii) the aforesaid compensation is their best estimate of fair market value for the tasks to be performed and the time likely to be required to perform such tasks. If in any given month while this Agreement is in effect, the ED Medical Director provides fewer than the Estimated Hours, the Medical Director shall be paid **\$244.68 per hour** for each hour of Service documented and provided. The maximum compensation for Medical Director services shall in no event exceed the monthly fee, above, even if the number of hours spent exceed the Estimated Hours.

E. Additional Patient Surge Burden Compensation

To ensure sustainable staffing in response to surges in patients to the Emergency Department as addressed in Exhibit A of this Agreement, the daily per patient case rate paid by the County to Contractor will be FORTY SIX DOLLARS AND FIFTY-SIX CENTS (**\$46.56**) per patient for each patient above the one hundred tenth (110th) that day (the “Additional Patient Surge Burden Compensation”). By way of example, on a day where the ED treats 122 patients, the Contractor would be entitled to receive a payment of \$558.72 on that day (i.e., a payment of \$46.56 multiplied by the 12 patient visits taking place in excess of 110 patient visits on that day). Over the term of the Agreement compensation for the Additional Surge Burden Compensation shall not exceed ONE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS (**\$187,334.00**).

F. APP SuperUser Services

County shall pay Contractor FIFTY-EIGHT DOLLARS (**\$58.00**) per hour for up to sixteen (16) hours per month for APP SuperUser services.

G. Emergency Department “Not To Exceed Amount”

The cost of all emergency department services described immediately above as set forth in this Section II. shall not exceed SIX MILLION NINE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS (**\$ 6,936,893.00**) over the three-year term of this Agreement.

IV. Invoices

A. Submission of Invoice and Payment

Contractor shall, on a monthly basis and following each month of service, submit an invoice to County for all compensation for services set forth in this Agreement. County shall pay invoices within thirty (30) days of the invoice date. County shall only pay Contractor in response to invoices, unless otherwise instructed by Contractor, and shall include the remittance information set forth in such invoices when making payments. Contractor may impose a late fee equal to a simple two percent interest (the invoice

amount multiplied by two percent) on any unpaid undisputed invoice more than 30 calendar days past due. An additional two percent interest may be assessed for each additional 30 calendar day period that the invoice or any portion thereof remains unpaid. If County has not paid an invoice for more than 120 calendar days (90 calendar days overdue), Contractor may refer collection of the unpaid amount to an attorney or collections agency. County agrees to pay all reasonable costs of collection (including attorney's fees) necessary for Contractor to collect any amounts due it by County. If County requests a payment plan, County must do so prior to the invoice due date. If County requests a payment plan after the invoice due date, and Contractor agrees, at its sole discretion, to such payment plan, Contractor reserves the right to assess upon County all late fees, accumulated interest, attorney's fees, collection fees and any other related cost, as applicable and as set forth in Section 6.1 above. Nothing in this Section requires Contractor to agree to any payment plan.

V. Billing, Collection, Contractor's Total Income, Audit, and Reconciliation

County shall bill for all hospital services pursuant to this Agreement and shall have the exclusive rights to those collections. Contractor shall be responsible on its physicians' behalf for billing patients and/or appropriate third party payors within thirty (30) days of the date an item or service was rendered or within a shorter time if required by such payors and shall promptly and diligently pursue collections. Contractor shall notify County of any services rendered and not billed in accordance with this section.

EXHIBIT C

PERFORMANCE METRICS

- I. Contractor shall meet or exceed the following performance metrics while providing services under this Agreement:
 - A. Patients who arrive at the SMMC ED and leave before being seen by a provider (LWBS) will average two percent (2%) or less for each quarter of each year of this Agreement.
 - B. The Patient Satisfaction score for ED patients regarding "trust provider with care" from NRG Health will reach current goal of 85.0 each quarter during the term of this Agreement. If, however, the NRG Health score is below this goal, Contractor will nevertheless be deemed to have satisfied this metric if Contractor achieves an improvement in its NRG Health score on this metric of at least one- and one-half percent (1.5%) over the score achieved by the Contractor the immediately prior quarter.
 - C. Length of ED Patient Stay:

Discharge Home - One hundred fifty (150) minutes or less from Arrival to disposition (sign off) for discharge.
 - D. To understand and improve the rate of patient transfers, Contractor/ED leadership or designee will meet quarterly with specialty service or individual specialty providers that have the largest number of transfers (excluding OB/GYN transfers to Stanford and Kaiser patients transferred to Kaiser) or may need consultant support.
 - E. Compliance is measured by meeting or exceeding each of the metrics listed above.
 - F. As the metrics listed above are measured using data provided by SMMC, in the event that performance reporting is not available or does not contain enough information to permit the parties to determine whether or not a metric target has been achieved, SMMC will inform Vituity within five (5) calendar days of becoming aware of such problem. After Vituity receives such notice from SMMC, the parties will promptly meet and confer to establish an alternative method for determining if the particular metric has been achieved, or alternatively, the parties may amend this Agreement to replace such metric with mutually agreed upon replacement metrics.
- II. Both the County and Contractor acknowledge Contractor cannot achieve metrics detailed in this Agreement, without assistance and cooperation from the County and at times there are conditions present the Contractor has no control over. Therefore, the

County must meet the following operational conditions, and failure to do so will have the consequences describe below:

- A. Laboratory testing for CBC, lactate, troponin, urine analysis, and urine pregnancy from time to receive to results will not exceed sixty (60) minutes for STAT orders, and this standard will be met at least 95% of the time; If, however, the standard is below this goal, the County will nevertheless be deemed to have satisfied this metric if the County achieves an improvement of at least one over the score achieved by the County the immediately prior quarter.
- B. Length of stay of patients to admit: Patients who are admitted as inpatients will have, on average, an admit time that is no more than three hundred and forty-four (344) minutes from ED Arrival to Admit to an inpatient unit (i.e., ICU or 2AB).
- C. Patients who arrive at the ED will be admitted to an ED room within not more than twenty-five (25) minutes of registration, on average.
- D. The Patient Satisfaction score for ED patients regarding "facility would recommend" from NRG Health will reach current goal of 82.0 during each quarter during the term of this Agreement. If, however, the NRG Health score is below this goal, the County will nevertheless be deemed to have satisfied this metric if the County achieves an improvement in its NRG Health score on this metric of at least one- and one-half percent (1.5%) over the score achieved by the County the immediately prior quarter.
- E. To understand and improve the rate of patient transferred, SMMC leadership or designee will work in decreasing transfer rate by reviewing and meeting with consultants quarterly to support process of transferring patients. If case manager or designated workflow or staff is assigned to this work this metric will be fulfilled.

USE ADDITIONAL PAGES AS NECESSARY

TOTAL HOURS: _____

By signing this document, the Director hereby attests that the Services and the number of hours recorded for such Services set forth herein were performed by Director and that Director fully performed all designated duties required during this month.

Medical Director

Date

EXHIBIT E

CITIZENSHIP DUTIES OF CONTRACTOR AND SMMC CODE OF CONDUCT

- I. Contractor will meet County expectations of productivity, as determined by relevant standards and adjusted for local conditions.
- II. Contractor will be physically present in the designated location and prepared to perform designated duties during the entire duration of the relevant work schedule as detailed in Exhibit A. Specifically, Contractor will commence work on time and not leave until duties are complete.
- III. 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.
- IV. Contractor will make all reasonable efforts to schedule services and procedures in a manner that complies with County's staffing needs. Elective procedures will be scheduled during routine staffing hours, unless otherwise dictated by patient care or other exceptional circumstances.
- V. Contractor will attempt to provide two (2) months' notice, but under no circumstance shall provide fewer than two (2) weeks' notice, for non-emergency absences from assigned duties. Notice shall be provided electronically or in writing to all relevant service areas.
- VI. Contractor will make all reasonable efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated and participation in primary care provider education, including presentations at noon conferences.
- VII. Contractor will make all reasonable efforts to comply with County requests to staff services at satellite, community-based clinics other than those at San Mateo Medical Center's Main Campus at 222 W. 39th Avenue, San Mateo, CA, provided that total services do not exceed those specified in Exhibit A.
- VIII. Contractor will conduct themselves with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees and contractors.
- IX. Contractor shall participate in such teaching and/or training programs as are, or may be, established by the medical staff at SMMC. Each individual's participation in continuing

education is documented and will be considered at the time of reappointment to the medical staff and/or renewal or revision of individual clinical privileges.

- X. Contractor shall provide medical staff administrative support to all SMMC departments in meeting standards as defined by the Joint Commission, Title XXII, and other applicable standards.
- XI. Contractor will comply with all Federal, State or other governmental healthcare program requirements.

EXHIBIT F

[INTENTIONALLY OMITTED]

EXHIBIT G

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

Contractor recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental healthcare program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

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

Contractor will report to the SMMC Compliance Officer any suspected violation of any Federal, State, and other governmental healthcare program requirements, as soon as possible.

Contractor has the right to use the SMMC Disclosure Program by calling the Compliance Hotline at (800) 965-9775 or reporting incidents directly to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

Contractor understands that non-compliance with Federal, State, and other governmental healthcare program requirements, and failing to report any such violations, could result in termination of the Agreement and/or any other penalties as permitted by law.

Contractor is responsible for acquiring sufficient knowledge to recognize potential compliance issues applicable to the duties outlined in the Agreement and for appropriately seeking advice regarding such issues.

Contractor will not offer, give or accept any "kickback," bribe, payment, gift, or thing of value to any person or entity with whom SMMC has or is seeking any business or regulatory relationship in relation to said business or regulatory relationship (other than payments authorized by law under such relationships). Contractor will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

Contractor will not engage in any financial, business, or other activity which may cause undue influence or interfere or appear to interfere with the performance of the duties under the Agreement or that involve the use of SMMC/County property, facilities, or resources.

Contractor will cooperate fully and honestly if SMMC and/or County is audited by an outside agency including, but not limited to, compliance audits regarding enforcement of Federal and State regulations, any applicable accreditation standards, and/or SMMC system-wide policies.

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

EXHIBIT H

HEALTH REQUIREMENTS

San Mateo Medical Center is committed to the health and well-being of all its staff and medical providers. As part of that commitment, we ask that you provide us with the following information. **Please note that appointments and reappointments will not be processed if the following health requirements are not met.**

1. Tuberculosis [Required]

- Fill out the attached TB Screening form and submit documentation of your most recent TB test. Testing must have been done within the last one year. We do accept either PPD skin test or QuantiFERON (QFT) blood test.

2. Measles, Mumps, Rubella and Varicella [Required]

- Submit proof of immunity to Measles, Mumps, Rubella and Varicella. Immunity must be demonstrated by serological evidence (titers) or documentation of 2 vaccinations.
- If titers are below a level indicating immunity, you must receive a boosting dose of vaccine and submit documentation of vaccination.

3. Hepatitis B [Required]

- Submit proof of immunity. If titers are below a level indicating immunity, it is recommended that you receive a boosting dose of vaccine. However, you have the right to decline by filling out and submitting the attached form.

4. Influenza [Required]

- SMMC provides the vaccine free of charge during flu season. If you choose not to be vaccinated, you are required to wear a surgical mask in any patient care area for the entire flu season (October-May) per policy. If you received vaccination elsewhere, you must provide proof of vaccination to SMMC Employee Health by filling out the attached form.

5. Tdap [Required]

- Documented Tdap vaccine within the last 10 years. You have the right to decline vaccination, please fill out attached form.

6. COVID-19 Vaccine or Approved Exemption [Required]

- Documented proof of being fully vaccinated against COVID-19 (fully vaccinated is defined as \geq 2 weeks following receipt of the second dose in a 2-dose series such as Pfizer/COMIRNATY or Moderna, or \geq 2 weeks following receipt of one dose of a single-dose vaccine such as Janssen)
- If you are unable to be vaccinated because of medical or religious reasons, then you must file for an exemption. Please email HS_SMMC_Employee_Health@smcgov.org to request the documentation needed to file and submit your exemption. If your exemption is approved, then

you are required to complete either once or twice weekly COVID-19 testing depending on the physical location of your work.

7. N95 Fit Testing [Highly Recommend Completing Prior to Starting; Required Upon/After Start Date]

- All staff working in direct patient care must be N95 Fit tested annually. A schedule is available on the intranet. You can do fit testing after your start of work but it is highly recommended to do so prior as you will be unable to care for patients with suspected or confirmed airborne illnesses such as Covid-19 or TB. If you have been N95 fit tested elsewhere, please provide documentation of date tested and the size you were fitted for (if providing documentation of fit testing from another facility, the N95 must be a brand/model/size that SMMC carries). See attached calendar.

Please contact the IC Hotline at 650-573-4744 or email HS_SMMC_Employee_Health@smcgov.org with any questions.

San Mateo Medical Center- Health Clearance Check List

Applicant Name: _____ Degree: _____
Department: _____
Date of Hire: _____ DOB: _____
Contacted by MSO: _____
Phone Number: _____ Email: _____
Cleared by EH: _____

Please check one of the following boxes:

I am an Employee of San Mateo Medical Center and went to Kaiser, Occupational Health for medical clearance. ***No further documentation is needed****

I am a contractor and will submit the required medical screening documents listed below:

Tuberculosis (Required)

Annual Health Screening and Tuberculosis Surveillance (attached)* **AND**

Documentation of most recent TB test. ***Must have been done in the last 1 year****

Measles, Mumps, Rubella and Varicella (Required)

Documentation of Titers **OR**

Documentation of 2 vaccinations

Hepatitis B (Required)

Documentation of Titers **OR**

Documentation of 3 vaccinations

Declination signed (attached)*

Influenza (Required)

Documentation of Flu Vaccination **AND**

SMMC Flu Form (attached)*

Tdap (Required)

Submit documentation of vaccine. ***Must have been done within the last 10 years* OR***



Declination signed (attached) *

COVID-19 (Required)

Documentation of COVID-19 Vaccination **OR**

COVID-19 Exemption Forms submitted and approved

N95 Fit Testing (Recommend Completing Prior to Starting; Required Upon/After Start Date)

Fit tested elsewhere. ***Submit documentation for current year**** **OR**

Will get fit tested on next available date at SMMC