

**Professional Services Agreement  
Between the County of San Mateo  
and  
Galen Inpatient Physicians, PC d/b/a Vituity  
For Hospitalist Services**

**THIS PROFESSIONAL SERVICES AGREEMENT** is entered into by and between the County of San Mateo, San Mateo County Health ("County") and Galen Inpatient Physicians, PC d/b/a Vituity ("Contractor").

WITNESSETH:

WHEREAS, County operates health care 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 internal medicine for hospitalist services 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, San Mateo County 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; 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 federal health care 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 conform with and not exceed the amount 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, San Mateo County Health or his/her designee and shall not be binding on 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, San Mateo County Health, Chief Executive Officer of SMMC, or either of their designees.

### **1.5.3 Time Limit for Submitting Invoices**

Contractor shall submit invoices and completed, signed Medical Director 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 or Medical Director log for January 2022 services would be March 31, 2022. Unexcused failure to timely submit an invoice or Medical Director log shall result in forfeiture of compensation. SMMC shall exercise reasonable judgment in determining whether Contractor's failure to timely submit an invoice is excusable.

## **1.6 Substitutes**

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 Billing and Compliance

Contractor shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor agrees to keep accurate and complete records. To the extent that billing is discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those billing-related requirements.

Contractor will code accurately at least 85% of the time with adequate support and education from SMMC revenue cycle staff. Audits will be performed quarterly.

#### 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 Medicaid 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, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance and, if applicable, (2) in compliance with the Business Associate requirements set forth in Attachment H, if attached hereto. 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.

#### 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

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

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.

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.

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:

- A. Termination of this Agreement;
- B. Disqualification of Contractor from bidding or being awarded a County contract for a period of up to three (3) years;
- C. Liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and/or
- D. 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:

1. Examine Contractor's employment records with respect to compliance with this paragraph; and
2. 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.

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.

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.

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 is obligated to participate in and observe the provisions of all managed care contracts which County may enter into on behalf of Contractor 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).

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 health care plan are denied, suspended, restricted, terminated, or under investigation for medical disciplinary cause or reason;
- D. Contractor's controlled substance registration certificate (issued by the Drug Enforcement Administration), 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; or
- G. When a sexual misconduct or sexual abuse allegation has been made against Contractor;
- H. Contractor is convicted of 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 Non-Permitted Uses of County Premises**

Contractor agrees not to use, or permit any of Contractor's representatives to use, any County facility or service for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing, Contractor agrees that no part of the premises of County shall be used at any time as an office for private practice or delivery of care for non-County patients.

**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 Availability of Records for Inspection**

As and to the extent required by law, upon written request of the Secretary of Health and Human Services, the Comptroller General, 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 requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. 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 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 payers/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 June 1, 2026 through May 31, 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 to the Contractor.

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;
- 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. If Contractor who has contracted to provide services for 48 weeks or more experiences an unplanned absence lasting longer than ONE (1) week; or
- M. 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 and Notice to Patients

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**

Contractor shall not commence work under this Agreement until all insurance required under this Section has been obtained, copies of relevant additional insured endorsements have been provided, and such insurance has been approved by the County. Contractor shall furnish County with: (1) Certificates of Insurance evidencing the required coverage, (2) additional insured endorsements showing County has been added to the policies, (3) specific contractual endorsements extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement, and (4) upon request, complete copies of the policies (including policy forms, schedules of forms, and all applicable endorsements). The Certificate(s) shall specify (and the policies shall be endorsed to provide) or be endorsed to provide that thirty (30) days' notice must be given, in

writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

#### 4.1.1 Violation of This Section or Decrease/Cancellation of Coverage

In the event of either (1) violation of any provision of Section 4 of this Agreement or (2) receipt of notice by the County that any insurance coverage required under Section 4 is will be diminished or cancelled, County at its option may, notwithstanding any other provision of this Agreement to the contrary, (i) immediately declare a material breach of this Agreement, (ii) suspend all further work pursuant to this Agreement, without additional cost to the County on account thereof; and/or (iii) procure insurance coverage necessary to satisfy the requirements of Section 4, the cost of which shall, at County's sole option, be reimbursed by Contractor or deducted from amounts payable to Contractor. Nothing herein shall preclude County from exercising any rights and remedies as a result of the failure by Contractor to comply with the obligations of this Section 4.

If on account of Contractor's failure to comply with the provisions of this Section 4, County is held responsible for all or any portion of a judgment, loss or settlement that would have been covered by insurance but for non-compliance with this Section 4, then any loss or damage it shall sustain by reason thereof shall be borne by Contractor, and Contractor shall immediately pay the same to County, upon written demand therefor and evidence of such loss or damage, plus interest thereon accruing from the date of demand forward at the lesser of ten (10) percent per annum or (b) the maximum rate allowable by law.

#### 4.1.2 Workers' Compensation and Employer Liability Insurance

Contractor shall have in effect during the entire life of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

#### 4.1.3 Liability Insurance

Contractor shall take out and maintain during the life of this Agreement such bodily injury liability, property damage liability, and professional liability insurance as shall protect him or her while performing any services or work covered by this Agreement, from any and all claims which may arise from Contractor's operations or actions under this Agreement, whether such operations/ actions are done by himself or herself, any subcontractor, or anyone directly or indirectly employed by either of them.

Such policies shall contain a specific endorsement(s) extending contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement.

Such policies shall also contain a provision that the insurance afforded thereby to County shall be primary and noncontributory to the full limits of liability of the policy, and that if County has other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

The insurance coverage provided hereunder by Contractor shall support but is not intended to limit the Contractor's indemnification obligations under Section 4.3, nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status.

Such insurance shall be combined single limit for each claim or occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- A. Comprehensive general liability insurance... \$1,000,000
- B. Motor vehicle liability insurance. .... \$- At Least California Minimum Financial Responsibility Limits
- C. Professional liability insurance..... \$1,000,000/\$3,000,000

4.1.4 County Adjustment of Insurance Coverage

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving (60) days' notice to Contractor. Contractor must obtain such increased amount of coverage by the end of that notice period.

4.1.5 County as an Additional Insured

County and its officers, agents, employees, servants, trainees, and volunteers, authorized representatives, and any other persons acting on its behalf within the scope of the duties entrusted to them, shall be named as an Additional Insured on all insurance policies required by this Agreement except for professional liability. Said Additional Insured Endorsement(s) and certificate(s) of insurance is (are) attached hereto.

**4.2 Tail Coverage**

Once Contractor obtains one or more claims-made insurance policies to fulfill its obligations, Contractor will: (i) maintain coverage with the same company during the term of this Agreement and for at least three (3) years following termination of this Agreement; or (ii) purchase or provide coverage that assures protection against claims based on acts or omissions that occur during the period of this Agreement which are asserted after the claims-made insurance policy expired.

**4.3 Hold Harmless**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless County and its officers, agents, employees, servants, trainees, volunteers, authorized representatives, and any other persons acting on its behalf within the scope of the duties entrusted to them, from and against any claim, suits, actions, liability, loss, injury, damage, or costs (including attorneys' fees), of any name, kind, nature, and description, directly or indirectly arising out of, related to or in connection with the performance or nonperformance of the work, services, or payments made pursuant to this Agreement by or on behalf of Contractor, regardless of fault, and including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants, excepting only loss, injuries or damages for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own active negligence or willful misconduct.

Contractor shall further indemnify, defend, and hold County and its officers, agents, employees, servants, trainees, and volunteers harmless from and against any and all claims arising out of, related to, or in connection with: (i) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement; (ii) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and (iii) wages, salaries, benefits, taxes, and all other withholdings and charges payable to, or in respect to, Contractor's representatives for services provided under this Agreement.

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 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 States 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 39<sup>th</sup> Avenue  
San Mateo, CA 94403  
Facsimile: 650/573-2950

With Copy to: County Attorney's Office  
400 County Center, 6<sup>th</sup> Floor  
Redwood City, CA 94063  
Facsimile: 650/363-4034

If to Contractor: Galen Inpatient Physicians, PC d/b/a Vituity  
2100 Powell Street, Suite 400  
Emeryville, CA 94608-1903  
Attn: David Birdsall, MD, COO

With Copy to: Galen Inpatient Physicians, PC d/b/a Vituity  
2100 Powell Street, Suite 400  
Emeryville, CA 94608  
Attn: Legal and Compliance Department

## **5.2 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.

## **5.3 Partial Invalidity**

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.

## **5.4 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.

## **5.5 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 manner in which services are provided and ensuring that services are rendered in a manner consistent with the goals and objectives referenced in this Agreement.

#### **5.6 Regulatory Requirements**

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. Notwithstanding any unanticipated effect of any provision of this Agreement, 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.

#### **5.7 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.

#### **5.8 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.

#### **5.9 Governing Law**

This Agreement shall be governed by the laws of the State of California. 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, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment I, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance and, if applicable, (2) in compliance with the Business Associate requirements set forth in Attachment H, if attached hereto. 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 compliance.

### **5.10 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.

### **5.11 Disclosure of Records**

Contractor agrees to provide upon reasonable notice to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives, and/or to their appropriate audit agencies access to and the right to examine and audit all records and documents necessary to determine compliance with this Agreement, to determine compliance with relevant federal, state, and local statutes, ordinance, rules, and regulations, and to evaluate the quality, appropriateness, and timeliness of services performed under this Agreement. Contractor shall comply with all provisions of the Omnibus Budget Reconciliation Act of 1980 regarding access to books, documents, and records.

Without limiting the foregoing, Contractor shall maintain such records and provide such information to County and to government officials as may be necessary for compliance by County with all applicable provisions of all state and federal laws governing County. Upon request, County and government officials shall have access to and be given copies of, at reasonable times at the Contractor's place of business (or such other mutually agreeable location in California), the medical records, books, charts, business records, and papers relating to the Contractor's provision of health care services to patients, the cost of such services, payments received by the Contractor from patients (or from others on their behalf), and the financial condition of Contractor. Such records described herein shall be maintained at least four (4) years from the end of the contract term.

All records of Contractor shall be maintained in accordance with the general standards applicable to such book or record keeping and shall be maintained during any governmental audit or investigation.

#### **5.12 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.

#### **5.13 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 Measures

Exhibit D – Medical Director Log

Exhibit E – Corporate Compliance SMMC Code of Conduct (Third Parties)

Exhibit F – Billing Requirements

Exhibit G – Corporate Compliance SMMC Code of Conduct (Third Parties)

Exhibit H – Health Requirements

Exhibit I – [Intentionally Omitted]

Exhibit J – Approved Provider List

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

For Contractor: GALEN INPATIENT PHYSICIANS, PC D/B/A VITUIITY

Contractor Signature

Date

Contractor Name (please print)

Signed by:  
  
94D4F89EC93943F...

4/3/2026

David Birdsall, MD

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COUNTY OF SAN MATEO

By:

Resolution No.

President, Board of Supervisors, San Mateo County

Date:

Clerk of Said Board

## **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 Medical Director of Specialty Services or designee.

**Overview:** Under this Agreement, Contractor will provide hospitalist services at San Mateo Medical Center (SMMC). Contractor will be required to meet the SMMC's hospitalist needs, including by having hospitalist resources on site at all times, while also having the ability to flexibly schedule additional resources, as needed. In general, this Agreement requires that Contractor provide 24-hour round-the-clock on-site coverage of SMMC 2AB; Intensive Care Unit ("ICU"); 3AB, and Unit 1A, seven days a week, 365 days a year by Board Certified/Board Eligible Internal Medicine hospitalist physicians (each, hereinafter, a "Hospitalist"), with at least one such Hospitalist always present on-site, as set forth in this Exhibit A

Contractor will also provide other administrative services by supporting staff and other services as detailed below.

The services outlined by this Agreement (the "**Program**") will be provided for a fixed monthly fee. County acknowledges that Contractor is organized as a professional corporation ("PC") structure, and accordingly, references to "employees" of Contractor in this Agreement may refer to individuals who are partners or members of the PC, when the context indicates, or who are employees of the PC.

- I. **Hospitalist Coverage.** Contractor will provide in-person Hospitalist coverage 24 hours a day, seven days a week, 365 days a year during the term of this Agreement.
  1. Specifically, there shall be two (2) Contractor Hospitalists present at SMMC and providing services for twelve (12) hour shifts each day of the year during the daytime. In addition, there shall be one (1) Contractor Hospitalist present at SMMC and providing services for a twelve (12) hour shift each day of the year overnight. These Hospitalists shall provide Hospitalist services at SMMC's main campus with the focus being the Medical Unit (commonly referred to as "Unit 2AB") and the ICU. These Hospitalists will also provide support for the on-site skilled nursing unit ("Unit 1A") after hours.
  2. There shall also be one (1) Contractor Hospitalist present 8:00 AM-5:00 PM Monday through Friday on Unit 1A.
  3. There shall be one additional (1) Contractor Hospitalist present for ten (10) hours each day of the year to provide Hospitalist services at SMMC as described in paragraph 1, with additional focus on the Inpatient Psychiatric Unit (commonly referred to as "Unit 3AB").
  4. The Hospitalists referenced above shall manage patients admitted to SMMC while they remain housed in the Emergency Department (ED) and, as needed, consult with the ED.
  5. Contractor shall use its best efforts to dedicate ten (10) full time employee (FTE) physicians to the Hospitalist coverage described above.
- II. **Clinical Patient Management Services.** Contractor shall provide clinical patient management services and oversight of the Program. Contractor will support the following goals for the Program and provide services for the patients admitted as follows:

1. Complete medical history and physical examinations (“H&P”) on all patients within 24 hours following the earlier of admission to the hospital or acceptance into the Program. If an H&P is not required, a consult note, progress note, or other form of appropriate documentation will be made in accordance with medical staff bylaws, rules, and regulations.
2. Make appropriate progress notes in the medical records for all Program patients.
3. Evaluate changes in the patient’s condition and confer with the attending primary physician as necessary, documenting the conversation in a consult note, progress note, or other form of appropriate documentation in accordance with medical staff bylaws, rules, and regulations.
4. Timely complete a discharge summary or other summary of patient’s hospital course.
5. Serve as members of the hospital’s Code Blue team responding to all codes except in the Emergency Department and serve as the team leader for all Code Blue situations occurring anywhere in the hospital outside the Emergency Department including the Administration wing ) unless the patient’s attending physician is physically present and wishes to direct the code team.
6. Subject to reasonable response time and assuming such response does not jeopardize the care of other hospital patients with similar or urgent needs, at the request of any member of the medical staff, the Chief Medical Officer, Medical Director of Specialty Services, or designee, Contractor will ensure that Hospitalist Physicians are available to evaluate and treat any “non-code” urgent patient situation occurring anywhere in the hospital outside the Emergency Department including the Administration wing.
7. Examine and evaluate all emergency admissions and confer with the attending physician, as appropriate.
8. Make rounds each day, and as needed, determine the status of Program patients, examine such patients, and review the charts of such patients.
9. As requested by the emergency physician, report to the Emergency Department to initiate care for seriously ill patients after they have been evaluated by the emergency physician and are ready to be admitted.
10. Assist emergency physicians in the event of a disaster or when multiple patients have caused excessive Emergency Department waiting times.
11. Provide coverage of the hospital’s medical consult service in support of surgical services, including during normal business hours as well as evenings, nights, weekends, and County holidays.
12. Promptly respond to the Emergency Department, medical and nursing staff, case management, attending physicians, and other clinical departments when services are requested.
13. Plan and coordinate care with all members of the health care team to assure maximum patient care quality and efficiency, including maintaining effective

communication with each Program patient's referring physician and the physician assigned to follow-up on the patient's care following discharge.

14. Participate in care-related activities designed to improve quality, ensure compliance, support patient transition, and support programmatic efficiencies.
15. Ensure appropriate supervision of resident physicians. Contractor understands that the San Mateo County Health 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 residency program director to provide adequate supervision of and teaching to these trainees.
16. Ensure that Hospitalist 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 County employee provides hospitalist services.

- III. Recruiting. Contractor will recruit and retain qualified Internal Medicine physicians as Hospitalists to staff the program, subject to the limitation listed in Section 1.6 of this Agreement. County shall use all possible means to expedite credentialing and the granting of privileges to Hospitalists, including, when appropriate, the use of temporary privileges and special meetings of the SMMC's credentialing committee. In furtherance of Section 1.3.1 of the Agreement, when the Chief Executive Officer, Chief of San Mateo County Health 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.
- IV. Compliance with HPSM Rules and Regulations: Contractor will comply with rules-and regulations of Health Plan of San Mateo, where such rules and regulations apply to a Hospitalist and have been communicated to Contractor within a reasonable time in advance of when compliance is required. Contractor and County will mutually review any additional Health Plan regulations with County, as listed in Section 1.7.4, to ensure common understanding of the 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 payer agreements, through County's provider and taxpayer identification numbers.
- V. 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.
- VI. Quality, Operational and Performance Reporting. Contractor will provide a daily patient census report in a form reasonably acceptable to the County for use by the Hospitalist, Nursing, Admission, Case Management, and Administrative teams. Contractor 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.

- VII. 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, with resources beyond those providers scheduled to work that day and for the duration of the emergency.
- VIII. 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.
- IX. 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.
- X. Medical Director of Hospitalist Services. 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 Contractor Hospitalist Site Team performs according to the terms of this Agreement. Hospitalists will report to the Medical Director. The Medical Director may have a clinical workload in addition to administrative responsibilities and report to the Medical Director of Specialty Services or their designee. However, no additional or duplicative compensation for Medical Director services may be paid where the Medical Director is providing clinical patient care services. The parties estimate that the Contractor will spend approximately forty eight (48) hours each month performing Medical Director duties. The duties of the Medical Director of Hospitalist Services shall be provided during normal business hours, Monday through Friday.

The duties of the Medical Director of Hospitalist Services shall include, but are not limited to, the following:

1. Participate or assign a designee 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. 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.
3. 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.

4. Attend and/or delegate attendance at all non-mandatory SMMC Medical Staff meetings requested by SMMC administration..
  5. Assist SMMC administration in developing and updating departmental rules, policies, and regulations.
  6. Complete Quality Assurance and SAFE report review and respond within seven (7) calendar days of receipt.
  7. Participate in the educational programs conducted by Hospital and its medical staff in order to assure Hospital's overall compliance with accreditation and licensing requirements, and performing such other reasonable teaching functions as Hospital or Hospital may request.
  8. Collaboratively direct non-physician Department personnel in the performance of professional services for patients subject to SMMC administration's exclusive right and obligation to administratively manage and direct its employees.
  9. Advise Hospital with respect to the selection, retention and termination of all personnel who may be required for the proper operation of the units where hospitalist services are provided under this Agreement; provided, however, that Hospital shall retain the ultimate decision-making authority regarding the selection, retention and termination of all such personnel.
  10. Establish schedules for all services provided by Physicians in accordance with the terms of this Agreement.
  11. In consultation with SMMC administrative leadership, supervise the development and implementation of Hospital quality assurance and quality improvement programs and procedures in the units where hospitalist services are provided under this Agreement.
  12. Assist Hospital in the preparation and conduct of surveys by the Joint Commission and/or any other national, state or local agency.
  13. Participate in Hospital's performance management and innovation initiatives as they pertain to increasing quality, efficiency and effectiveness of care delivered to patients. Participation may include meetings, development and adoption of evidence based protocols and review of practitioner and group data.
  14. Perform any other duties that Hospital's Governing Board, medical staff and/or the CEO may request.
- XI. Contractor is responsible for managing its own personnel at its sole cost and expense, and County shall have no responsibility for these matters or functions:
1. Recruiting of its own physicians, 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
  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.
  10. Providing scribe services in support of Contractor's hospitalist physicians.
- XII. Performance Assessment: Both County and Contractor acknowledge the need for performance assessment 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.
- XIII. Contractor's Assurance of Staffing Coverage: Contractor shall provide a staffing model that ensures Hospitalists on site 24 hours each day, 365 days a year. Coverage shall be as set forth in Section I of this Exhibit A and there shall be appropriate coverage at all times to ensure all patient needs are met within standard of care.
- XIV. Unit 1A Medical Director: In addition to the Hospitalist services enumerated herein, including hospitalist staffing coverage for Unit 1A set forth in Section I and Section II of this Exhibit A, Contractor shall provide "Unit 1A Medical Director" services up to twenty four (24) hours per month. The duties of the Unit 1A Medical Director shall include, and are not necessarily limited to, with the support of employed providers and the hospitalist staffing in Sections I and II above, the following responsibilities as set forth below.
- A. General Responsibilities of Unit 1A Medical Director:
1. Oversee entry of all orders in SMMC eHR for all patients; ensure all orders are signed (manually or electronically) and diagnosis is provided for each medication;
  2. Supervise and ensure determination of ICD 10 codes in coordination with MDS staff for all relevant diagnoses on day of admission and entry of all diagnoses in Matrix;
  3. Ensure completion of POLST on admission;
  4. Ensure completion of C-II prescription forms for all controlled medications- new and refills;

5. Keep current and follow Covid-19 mitigation plan for admissions to the unit;
6. As applicable, ensure review of weekly labs for patients on IV antibiotics– CBC and CMP. If with osteomyelitis, CRP and ESR.
7. Supervise/ensure discussion of any significant lab results with patients or responsible party and communicate any changes in treatment plans;
8. Provide parameters for medications orders as needed (esp. BP and HR ranges);
9. Supervise and ensure completion of History and Physical upon admission and update annually where applicable, ensure completion of discharge summaries within 48 hours of discharge;
10. Supervise and ensure documentation (in progress notes) of changes in conditions, interventions, and/or follow-up visits and create and maintain encounter forms reflecting level of care;
11. Check MD Communication Binder at least 2X day;
12. For new referrals – ensure review of H and P, progress notes and any relevant ancillary information. Discuss with transferring MD and other providers as necessary. As applicable, meet and discuss plan of care with patient prior to admission to Unit 1A.

**B. Specific Responsibilities of Unit 1A Medical Director During Surveys:**

1. Meet and introduce surveyors and be ready to answer questions on clinical care of patients.
2. Promptly address issues identified during the survey and document on progress notes.
3. Review medical records of patients who are involved in the survey. Ensure all orders are signed and dated.

**XV. 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 Unit 1A and Hospitalist Services shall respectively record all activities performed in satisfaction of the Medical Director Duties set forth in Sections X and XIV above, in a County approved Medical Director Activity Log template which is attached as Exhibit D. 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**

In consideration of the services specified in Exhibit A, County will pay Contractor based on the following:

- I. Base Fee. In consideration of the delivery of the services described in Exhibit A of this Agreement, County shall pay Contractor a monthly base fee of as indicated in the Financial Summary Table set forth in Section II., below (the "Base Fee"). The "Base Fee" includes all charges for Hospitalist services and the Medical Directorship.

In addition to the Base Fee, the County will reimburse Contractor for the actual cost of professional liability (malpractice)/tail insurance, up to a total of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) per year for Program Hospitalists, as defined in Section 4 of the Agreement for coverage 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 monthly basis during each year of the term of the Agreement at a rate of \$2.44 per patient encounter until the Contractor has invoiced the County for the full \$35,000 that the County has agreed to reimburse for malpractice insurance during the year in question. The amount set forth in this section shall be the sole amount paid by County for professional liability (malpractice)/tail expenses for all Hospitalists.

- II. Financial Summary Table. The following table summarizes the County's payments to Contractor for the services provided in Exhibit A:

<b>Practice Expenses</b>	<b>Coverage Summary</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Physicians	10 FTE: 2 12-hr day & 1 12-hr night (2AB & ICU) – coverage includes 1A SNF and after hours; 1 10-hr day 3AB psych; 1 1A SNF day shift	\$4,162,676.00	\$4,245,930.00	\$4,330,849.00
Medical Director Services (2AB, ICU, Unit 1A)	1 Med Dir (2AB & ICU) 1 Med Dir (Unit 1A)	\$174,873.00	\$178,370.00	\$181,937.00
<b>Base Monthly Fee (Physicians + Medical Director)</b>		<b>\$361,462.42</b>	<b>\$368,691.67</b>	<b>\$376,065.50</b>
<b>Malpractice (up to \$35,000 annually based on actual expenses invoiced @ \$ 2.44 per patient encounter)</b>		<b>Up to \$35,000</b>	<b>Up to \$35,000</b>	<b>Up to \$35,000</b>
<b>Maximum Total Annual Contract Expenses (Base Monthly Fee + Malpractice)</b>		<b>\$4,372,549.04</b>	<b>\$4,459,300.04</b>	<b>\$4,547,786.00</b>

- III. The amount that County shall be obligated to pay for all services rendered under this Agreement shall not exceed THIRTEEN MILLION THREE HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$13,379,636.00) for the Term of the Agreement.
- IV. Invoices. 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 above. Nothing in this Section requires Contractor to agree to any payment plan.

**EXHIBIT C**

**PERFORMANCE MEASURES**

- I. Contractor shall meet or exceed the following performance measures while providing services under this Agreement:
  - a. Epic “problem list” documentation will be updated and complete upon patient discharge 100% of the time.
  - b. Hospitalist medication reconciliation workflow and documentation will be complete upon patient discharge 100% of the time.

**EXHIBIT D**

**Medical Director Activity Log**

**Director Name:** \_\_\_\_\_  
**Director Of (Service):** \_\_\_\_\_

**I. Directorship Duties of Hospitalist Medical Director**

1. Participate or assign a designee 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. 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.
3. 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.
4. Attend and/or delegate attendance at all non-mandatory SMMC Medical Staff meetings requested by SMMC administration..
5. Assist SMMC administration in developing and updating departmental rules, policies, and regulations.
6. Complete Quality Assurance and SAFE report review and respond within seven (7) calendar days of receipt.
7. Participate in the educational programs conducted by Hospital and its medical staff in order to assure Hospital's overall compliance with accreditation and licensing requirements, and performing such other reasonable teaching functions as Hospital or Hospital may request.
8. Collaboratively direct non-physician Department personnel in the performance of professional services for patients subject to SMMC administration's exclusive right and obligation to administratively manage and direct its employees.
9. Advise Hospital with respect to the selection, retention and termination of all personnel who may be required for the proper operation of the units where hospitalist services are provided under this Agreement; provided, however, that Hospital shall retain the ultimate decision-making authority regarding the selection, retention and termination of all such personnel.

10. Establish schedules for all services provided by Physicians in accordance with the terms of this Agreement.
11. In consultation with SMMC administrative leadership, supervise the development and implementation of Hospital quality assurance and quality improvement programs and procedures in the units where hospitalist services are provided under this Agreement.
12. Assist Hospital in the preparation and conduct of surveys by the Joint Commission and/or any other national, state or local agency.
13. Participate in Hospital's performance management and innovation initiatives as they pertain to increasing quality, efficiency and effectiveness of care delivered to patients. Participation may include meetings, development and adoption of evidence based protocols and review of practitioner and group data.
14. Perform any other duties that Hospital's Governing Board, medical staff and/or the CEO may request.

## **II. Directorship Duties Unit 1A Medical Director**

### **A. General Responsibilities of Unit 1A Medical Director:**

1. Oversee entry of all orders in SMMC eHR for all patients; ensure all orders are signed (manually or electronically) and diagnosis is provided for each medication;
2. Supervise and ensure determination of ICD 10 codes in coordination with MDS staff for all relevant diagnoses on day of admission and entry of all diagnoses in eHR;
3. Ensure completion of POLST on admission;
4. Ensure completion of C-II prescription forms for all controlled medications- new and refills;
5. Keep current and follow Covid-19 mitigation plan for admissions to the unit;
6. As applicable, ensure review of weekly labs for patients on IV antibiotics– CBC and CMP. If with osteomyelitis, include CRP and ESR.
7. Supervise/ensure discussion of any significant lab results with patients or responsible party and communicate any changes in treatment plans;
8. Provide parameters for medications orders as needed (esp. BP and HR ranges);
9. Supervise and ensure completion of History and Physical upon admission and update annually where applicable, ensure completion of discharge summaries within 48 hours of discharge;
10. Supervise and ensure documentation (in progress notes) of changes in conditions, interventions, and/or follow-up





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**

- 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 workflow, 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. 39<sup>th</sup> 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

### BILLING REQUIREMENTS

All Contractors shall be obligated to comply with the following billing provisions:

#### I. GENERAL DUTIES

- A. Contractor shall prepare such administrative and business records and reports related to the service in such format and upon such intervals as County shall reasonably require. Contractor shall not directly submit a billing statement of charges to any County patient or other entity for services arising from the practice of medicine, nor shall Contractor make any surcharge or give any discount for care provided without the prior written authorization of County. County has complete authority to assign patients to various Contractors, determine write-offs, and take any other action related to billing and collection of fees for clinical services. All accounts receivable generated for services rendered by Contractor pursuant to this Agreement are the property of County. Contractor shall participate in all compliance programs adopted by County. Contractor shall have the right to review any and all billings for his/her services bearing his/her name or provider number. Contractor is required to request the correction of any errors, including providing a refund to payors if warranted. Contractor agrees to keep accurate and complete records pursuant to the requirements listed in this Exhibit.

#### II. AMBULATORY PATIENT

- A. Contractor shall submit to County complete, accurate, and timely encounter forms.
- B. "Complete" shall mean:
1. All billing and diagnosis codes shall be present on forms in current procedural terminology (CPT) and International Classification of Diseases, 10th Revision (ICD-10) format.
  2. Contractor name, signature, title, provider number, and date shall be present on all documentation (paper or electronic).
  3. Referral Authorization Form (RAF) and/or Treatment Authorization Request (TAR) will be completed by Contractor as required by Medi-Cal Health Plan of San Mateo (HPSM), and other payer regulations.
- C. "Accurate" shall mean:
1. Evaluation and management (E & M) CPT codes must be consistent with level of care.
  2. Other procedure codes must be consistent with diagnosis.
  3. Procedures must be consistent with Medicare and Medi-Cal guidelines for medical necessity.
  4. All Contractor services must be supported by documentation in patient chart.
  5. All Contractor documentation must be legible.

- D. "Timely" shall mean:

Submission of paper or the completion of electronic encounter charge forms to County within three (3) calendar days from the date of service.

Failure to timely complete encounter notes can, at the option of the County, result in withholding invoice payment until the encounter notes are complete.

- E. County will provide physician paper encounter forms for services which require paper form completion and submission, and electronic system access when charges require electronic charge capture, as appropriate to specialties covered under this agreement. County will also provide, at

time of service, encounter forms that will be embossed or have a sticker applied with the following information:

1. Medical record number
2. Patient name
3. Date of birth
4. Date of service
5. Patient number
6. Financial class

F. County will attach a Referral Authorization Form (RAF) with encounter form where appropriate.

### III. **INPATIENT** (Includes Same Day Surgery and Observation)

A. Contractor shall submit to County complete, accurate, and timely charge slips and additional documentation needed for billing.\

B. "Complete" shall mean:

1. All procedure codes shall be present on forms in the appropriate CPT format.
2. Contractor name, signature, title, provider number, and date shall be present on all documentation.
3. Treatment Authorization Request (TAR) will be completed by Contractor as required by Medi-Cal or Health Plan of San Mateo (HPSM), and other payers according to regulations.

C. "Accurate" shall mean:

1. E & M CPT codes must be consistent with level of care.
2. Other procedure codes must be consistent with diagnosis.
3. Procedures must be consistent with Medicare and Medi-Cal guidelines for medical necessity.
4. All Contractor services must be supported by documentation in patient chart.
5. All Contractor documentation must be legible.

D. "Timely" shall mean:

Contractor charge slips are submitted to County within three (3) calendar days of date of service.

Failure to timely complete encounter notes can, at the option of the County, result in withholding invoice payment until the encounter notes are complete.

E. Charge slips shall include:

1. Date of service
2. Appropriate CPT code
3. Physician signature and title
4. Patient name
5. Medical record number

F. Additional documentation shall mean:

1. Discharge summary is completed in the time and manner specified in San Mateo Medical Center (SMMC) Medical Staff Bylaws, Rules and Regulations.
2. Operative notes are accurate, complete in the time and manner specified in SMMC Medical Staff Bylaws, Rules and Regulations.
3. History and physical is complete inpatient chart.
4. Short Stay/Admission form completed with CPT for all surgeries.

## **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 be 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](mailto: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](mailto: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

**EXHIBIT I**

**[INTENTIONALLY OMITTED]**

**EXHIBIT J**

**APPROVED PROVIDER LIST**

Aung, Lai Lai  
Dang, Tuan M.  
Jabbar, Taha  
Jensen, Elizabeth  
Kompella, Suvarchala  
Kyaw, Akari  
Linn, Wutt  
McCarthy, Michael R.  
Myint, Kyaw L.  
Pham, Hoang  
Soe, Kyaw Khine K.  
Savalia, Ruchita  
Sullivan, Corinna L.  
Tufail, Humayun  
Vuong, Sunye K.