

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STANFORD HEALTH CARE**

THIS SECOND AMENDMENT TO THE AGREEMENT ("Amendment"), entered into this twenty fifth day of June 2019 by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Stanford Health Care hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for provision of a Medical Director to the Emergency Medical Services division on July 1, 2016 ("Agreement"); and

WHEREAS, the parties wish to amend the Agreement to increase the not to exceed amount by \$ 270,400 to a new not to exceed amount of \$ 638,400.

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

1. Section 2., **Payments** of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SIX HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$ 638,400)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

2. Section 3., **Term** of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016, through June 30, 2021.

3. Section 10.c., **Liability Insurance** of the Agreement is amended to read as follows:

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any

subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- Comprehensive General Liability... \$1,000,000
- Professional Liability..... \$1,000,000

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

4. Section 17, **Notices** of the Agreement is amended to read as follows:

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

In the case of County of San Mateo
County, to: Attn: Nancy Lapolla, MPH, San Mateo County EMS Director
801 Gateway Blvd, Ste. 200
South San Francisco, CA 94080
Telephone: (650) 573-2529
Email: nlapolla@smcgov.org

Or
Travis Kusman, MPH Paramedic
801 Gateway Blvd, Ste. 200
South San Francisco, CA 94080
Telephone: (650) 573-4255
Email: tkusman@smcgov.org

In the case of Attn: Alison Kerr, Vice President, Operations & Vice President, Neurosciences and
Contractor, to: Orthopedics DSL
300 Pasteur Dr., MC 5255
Stanford, CA 94305
Telephone: (650) 498-6180
Facsimile: (650) 498-5258
Email: akerr@stanfordhealthcare.org

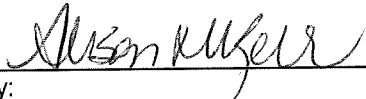
With copy sent Office of the General Counsel
to: Building 170,3rd Floor, Main Quad
Stanford, CA 94304
Attn: Chief Hospital Counsel

5. Original Exhibit A is hereby replaced with Revised Exhibit A attached hereto (rev. July 1, 2019).
6. Original Exhibit B is hereby replaced with Revised Exhibit B attached hereto (rev. July 1, 2019).
7. **All other terms and conditions of the agreement dated July 1, 2016, between the County and Contractor shall remain in full force and effect.**

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

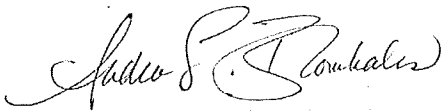
STANFORD HEALTH CARE

Acknowledged and agreed:



By:
Vice President, Operations & Vice President,
Neurosciences and Orthopedics DSLs
Stanford Health Care

6/6/19
Date



By:
Chair, Department of Emergency Medicine
Stanford University School of Medicine

06/05/2019
Date

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

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

Agreement between the County of San Mateo and Stanford Health Care (“SHC”)

Pre-requisite: Physician is board certified or board eligible in emergency medicine, an employee of the Contractor, SHC or otherwise made available to SHC through the relationship with the Stanford University School of Medicine

Description of Services to be Performed by Contractor

In consideration of the payments set forth in Exhibit B, Amount and Method of Payment, Contractor shall make Physician available to provide services in the main service category areas listed.

Duties will include, but not be limited to, the following:

Administration:

- 1) Provide medical oversight and direction to the emergency medical services (EMS) system, including but not limited to: EMS Agency staff, emergency medical dispatch, fire paramedic program, emergency and non-emergency ambulance services, patient destination, specialty care systems and all other emergency medical services elements.
- 2) Develop an annual work plan for review and discussion/approval with the EMS Director that identifies key clinical improvement projects, and ongoing clinical oversight and performance improvement activities, which shall be updated each year by July 30th.
- 3) Identify a work schedule that is mutually agreed to by the Contractor and the EMS Director that includes set number of EMS office hours based on operational needs.
- 4) Submit a monthly work invoice that identifies number of hours worked in mutually-agreed upon categories, understanding that these may be adjusted over the term of the contract to meet both operational needs and work flow demands.

Clinical Leadership:

- 5) Provide leadership, medical oversight and actively participate in clinical quality improvement activities in the EMS system, including trauma, STEMI, stroke and other specialty care systems. Develop medical protocols and policies using an evidence-based model for all components of the emergency medical services system and review annually or as needed to meet current standards.
- 6) Review EMS system clinical incidents weekly and make recommendations regarding both individual and overall performance improvements.
- 7) Direct clinical research relating to the emergency medical services system in the County.
- 8) In major incidents, be prepared to provide medical direction and/or serve as a medical spokesperson and/or provide medical consultation to other divisions of the County Health System as requested by EMS Director.
- 9) Act as prescribing physician for Fire ALS services

- 10) Provide clinical leadership to the San Mateo County Healthcare Coalition (Coalition) and serve as a liaison between the Coalition and medical directors/medical leadership at health care facilities.
- 11) Review and provide input on Coalition plans, exercises and educational activities to assure clinical accuracy and relevance.
- 12) Advocate and serve as a resource for other clinical staff to encourage their involvement and participation in Coalition activities.
- 13) Review Coalition mass casualty/surge plans to support appropriate distribution (and redistribution) of trauma patients.
- 14) Strive to assure that subject matter experts are available, and a process exists to support secondary transfer prioritization in specialty surge (e.g. burn, pediatric) mass casualty situations.
- 15) Assist the Coalition in other areas and/or functions as requested by EMS Director.

Overall Leadership, Interpersonal Relationships, System Change Agent:

- 16) Participate in EMS Agency leadership team meetings as defined by the Contractor and EMS Director.
- 17) Attend EMS system meetings, as directed by the EMS Director, be on-time and be prepared to actively participate. Meetings will include but are not limited to: STEMI Advisory Committee, Stroke Advisory Committee, Medical Advisory Committee, Executive Steering Council, Operations/Quality Leadership Committee and Emergency Medical Care Committee.
- 18) Represent the County at state and local meetings to include:
 - Emergency Medical Directors Association of California (EMDAC).
 - Trauma Committees (Bay Area Regional, San Francisco and Santa Clara Counties)
 - Others as agreed upon by both the Contractor and the EMS Director.
- 19) Be familiar with administrative and EMS legislation processes.
- 20) Act as emergency medical services liaison and change agent with local physicians and hospitals:
 - Participate with the EMS Director in meetings with hospitals to represent the EMS System (gain participation in “Get with the Guidelines”, “CARES” and other data compliant systems to support overall system performance improvement activities).
 - Attend the Hospital Consortium Board meetings as requested to present EMS system clinical process improvement outcomes.

Communication:

- 21) Respond to all phone, text and email correspondence within one business day, unless Contractor has provided notification to the EMS Director of an extended time they will not be available.
- 22) Submit a monthly work schedule to the EMS Agency Director.
- 23) Notify the EMS Agency Director when Contractor is not able to attend a regularly scheduled EMS meeting or when out of town or on vacation and not available for an extended period of time, as part of

a monthly work schedule.

- 24) Identify potential conflict(s) of interest between Stanford Health Care and the Contractor's role and responsibilities as the EMS Agency Medical Director and any other potential conflict(s) of interest, including financial conflicts associated with the medical director or their immediate family's financial interest in products or services that might be used by the EMS Agency or EMS system participants.
- Do not wear clothing representing or otherwise identify with Stanford or any entity other than the EMS Agency while performing the duties as identified in this agreement.
 - Recuse yourself from all contracting or other financial decisions where a financial conflict of interest exists.
 - Provide the EMS Director with the opportunity to review and approve of any study or trial to be conducted within the San Mateo County EMS System prior to its initiation.
 - Provide the EMS Director with the opportunity to review and approve of any paper and/or materials prior to public presentation or submission for publication which contain, are derived in whole or part from the activities or associated data of, or refer to the San Mateo County EMS System with which Contactor is directly or indirectly involved.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. Contractor shall submit to County, by the fifteenth (15th) working day of each month, a monthly invoice detailing work performed by Physician. Such invoice shall list work performed, meetings attended, products produced, and total billable hours worked per listed item per month. See attached Invoice worksheet. It is the intent of the parties that the Contractor will work seven hundred (650) hours each year. This is approximately 55 hours per month or an average of fourteen (13-14) hours per week for services rendered. It is understood that the weekly hours will have some variance depending on the system demands.

- 1) For the delivery of services outline above, Contractor will be paid the following:

- A. July 1, 2016 – June 30, 2017 – ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000)
- B. July 1, 2017 – June 30, 2018 – ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000)
- C. July 1, 2018 – June 30, 2019 – ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000)
- D. July 1, 2019 – June 30, 2020 – ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$135,200)
- E. July 1, 2020 – June 30, 2021 – ONE HUNDRED THIRTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$135,200)

- 2) All costs incurred under this Agreement shall be due and payable only after services have been rendered and a monthly invoice with billable hours is submitted and in no case in advance of such services. No costs shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement, are received and approved by County as being in accordance with this Agreement. Indirect costs associated with providing services, such as administrative overhead and time spent preparing the invoice, are not billable to County.

- 3) All invoices shall follow the attached invoice/billable hour template and be accompanied by a summary coversheet with the total hours, amount invoiced and the following language:

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

Signature: _____ Date: _____

Title: _____

- 4) As part of this agreement the County will pay directly for the Emergency Medical Director's Association of California, Inc. (EMDAC) annual dues up to a maximum of FIVE HUNDRED DOLLARS (\$500) per year for the duration of this Agreement.
- 5) In any event, the amount paid to the Contractor for services rendered shall not exceed SIX HUNDRED THIRTY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$638,400) for the term of the agreement.

Focus Area	Time Tracking for Month of:							
	Week 1		Week 2		Week 3		Week 4	
	In Office	Off-Site	In Office	Off-Site	In Office	Off-Site	In Office	Off-Site
STEMI QI Committee								
Stroke QI Committee								
Medical Advisory Committee								
Executive Steering Committee								
Operations/Quality Leadership Committee								
Emergency Medical Care Committee.								
Work in STEMI								
Work in Stroke								
Work in Trauma								
Work in Clinical Quality Improvement								
Specialized Projects								
Milestones/Accomplishments:								