

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

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this _____ day of January 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Galen Inpatient Physicians, Inc. dba Vituity, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an agreement for hospitalist services on February 25, 2020, for the term of March 1, 2020 through February 28, 2023, in an amount not to exceed \$9,600,000 ("Agreement");

WHEREAS, the parties amended the Agreement on August 3, 2021, to add a 0.15 FTE Unit 1A Medical Director position; and

WHEREAS, the parties amended the Agreement on August 13, 2021 to add certain additional services in support of Unit 1A for a 10-week period and increase the Agreement by \$25,000;

WHEREAS, the parties amended the Agreement to continue additional services in support of Unit 1A until January 31, 2022; and

WHEREAS, the parties now wish to amend the Agreement to continue additional services in support of Unit 1A until February 28, 2023 by replacing Exhibit A with Exhibit A1, Exhibit B with Exhibit B2, and Exhibit C with Exhibit C1, add Exhibit D and add \$1,575,000 to the Agreement, increasing the do not exceed amount to \$11,200,000.

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

1. Section 5.17, Exhibits and Attachments, is amended to read the following:

Exhibit A1-Services

Exhibit B1-Payments

Exhibit C1-Metrics

Exhibit D-Employee Health Requirements

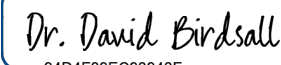
Exhibit E-Corporate Compliance SMMC Code of Conduct (Third Parties)

Exhibit F-Approved Provider List
Attachment I- § 504 Compliance
Attachment J-Vendor/Contractor Access Policy

2. **All other terms and conditions of the Agreement dated February 25, 2020, and previously amended 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:

For Contractor: GALEN INPATIENT PHYSICIANS, INC. DBA VITUITY

<div>DocuSigned by:  94D4F89EC93943F...</div>	<div>12/14/2021</div>	<div>David Birdsall, M.D., Chief Operations Officer/VP</div>
Contractor Signature	Date	Name and Title (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A1

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"); and 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 and supporting staff and other services as detailed below.

The services outlined by this Agreement (the "Program") will be provided for a fixed monthly fee, and, after the end of the first quarter of the term of the Agreement, Contractor must meet certain quarterly metrics to receive the full monthly fee (as outlined in Exhibits B and C). 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. There shall be one (1) Contractor Hospitalist present 8:00AM-5:00PM Monday through Friday present on Unit 1A. 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, 5:00PM – 8:00am Monday through Friday and on the weekends twenty-four (24) hours a day.
 2. There shall be one (1) Contractor Hospitalist present for ten (10) hours each day of the year to provide Hospitalist services at SMMC as described in paragraph 1, in addition
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with the focus being the In-Patient Psychiatric Unit (commonly referred to as “Unit 3AB”).

3. 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.
4. On all days during the term of the Agreement on which the daily in-patient census exceeds fifty (50) patients (“High Census Days”), the Contractor shall provide an additional Contractor Hospitalist to provide services on that High Census Day for an eight (8) hour shift.
5. The parties understand and agree that this Agreement contemplates that Contractor will provide eight and a half (10.0) full time equivalents (“FTEs”) of Contractor Hospitalist time during the term of this Agreement. For purposes of this Agreement, “FTE” means 1,980 hours of work per year, such that, for example, this so that a 1.0 FTE equivalent Hospitalist is a role that shall provide 1,980 hours of services during each twelve month period during the term of the Agreement

II. Clinical Management Services. Contractor shall provide management services and oversight of the Program. The person(s) filling the role of Medical Director may also engage in clinical work. The parties anticipate that the Medical Director will spend not less than 4 hours per week, on average, performing Medical Director duties. The Medical Director’s obligations, as outlined in more detail in Section XI, below, may be split between the Medical Director and Assistant Medical Director(s) such that collectively those roles meet the equivalent requirement for the Medical Director role. Contractor shall also provide other Medical Services Organization (“MSO”) services by other members of its broader off-site team. Collectively, such management services provided by the Medical Director and MSO team will support the following goals for the Program:

1. Ensuring that Program staff promptly responds to the ED, medical and nursing staff, case management, referring physicians, and other clinical departments when services are requested.
 2. Ensuring that Contractor Hospitalist staff practice medicine using evidence-based practices; standardized protocols and order sets; appropriate utilization of resources; and coordination of care to achieve the most appropriate length of stay.
 3. Planning and coordinating care with all members of the health care team to assure maximum quality and efficiency.
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4. Participating in care-related activities designed to improve quality, ensure compliance, support patient transition, and support programmatic efficiencies.
 5. Ensuring appropriate supervision of resident physicians. Contractor understands that the San Mateo County Health 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.
 6. Ensuring Hospitalist coverage as follows: In addition to the standard Program coverage of the Medical Unit (2AB), Hospitalist will perform, admissions, consults, history and physicals and daily rounding, and the Intensive Care Unit (ICU) outlined above, Contractor will also ensure the following coverage:
 - a. For the Medical Consult service, which provides support for surgical and other patients at SMMC, provide coverage when Medical Director of Inpatient Services is not available, including during normal business hours as well as evenings, nights, weekends, and County holidays.
 - b. For SMMC's 30-bed in-house Skilled Nursing Facility Unit 1A, provide a Medical Director to oversee all Residents who live in Unit 1A. Such responsibilities will include:
 - a. Evaluate, monitor, and advise physicians in job performance standards.
 - b. Provide written and oral communication in various forms such as reports, and recommendations, memos.
 - c. Develop policies, procedures, and protocols for assigned medical program.
 - d. Evaluate and make recommendations in the improvement of medical/clinical programs in the Health System.
 - e. Supervise, train and evaluate staff; coordinate the activities of clinical, professional, technical, and clerical staff.
 - f. Manage a multi-cultural labor force with diverse backgrounds and needs.
 - g. Oversee entry of all orders in Soarian and/or Matrix for all patients;
 - h. Ensure all orders are signed (manually or electronically) and diagnosis is provided for each medication;
 - i. 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;
 - j. Ensure completion of POLST on admission;
 - k. Ensure completion of C-II prescription forms for all controlled medications- new and refills;
 - l. Keep current and follow Covid-19 mitigation plan for admissions to the unit;
 - m. As applicable, ensure review of weekly labs for patients on IV antibiotics- CBC and CMP. If with osteomyelitis, include CRP and ESR;
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- n. Supervise/ensure discussion of any significant lab results with patients or responsible party and communicate any changes in treatment plans;
- o. Provide parameters for medications orders as needed (esp. BP and HR ranges);
- p. 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, and send encounter forms to SMMC Business office (ATTN: Carl Miller);
- q. 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;
- r. Check MD Communication Binder at least 2X day; and
- s. 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.
- t. During Surveys:
 - i. Meet and introduce surveyors and be ready to answer questions on clinical care of patients;
 - ii. Promptly address issues identified during the survey and document on progress notes;
 - iii. Review medical records of patients who are the involved in the survey; and
 - iv. Ensure all orders are signed and dated.
- c. When the Unit 1A Medical Director is not available, provide coverage for urgent clinical issues that cannot wait until the next business day or until another internal medicine specialist is available, including but not limited to evenings, weekends, and County holidays.
- d. For SMMC's 34-bed in-house acute locked psychiatric unit (3AB), Hospitalist will provide physician coverage for the unit. This includes, but is not limited to, admissions, consults, history and physicals, daily rounding, and provide coverage for all clinical issues 24 hours a day 365 days a year.

7. Ensuring 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 I.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. 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 payor 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. Charge Capture System: During the term of this Agreement, Contractor shall provide Contractor Hospitalists and County with use of Contractor's third-party patient encounter software platform known as Ingenious Med ("Ingenious Med"). County will provide Contractor with all necessary patient information, as requested by Contractor, in a secure electronic HL7 ADT real-time feed to Ingenious Med. The use of Ingenious Med facilitates coding, charge capture and billing, communication among the Contractor's team, communication with referring physicians regarding patient status (including automated messaging), communication with case managers, pharmacists and discharge planners, data tracking for key operational performance metrics, daily census tracking and call center integration. In furtherance thereof, Contractor will provide billing reports from Ingenious Med to County in order to facilitate County's billing for the professional hospitalist services under County's payor agreements.
- VII. 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.
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- VIII. 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.
- IX. 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.
- X. 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.
- XI. Program Leadership. Contractor shall designate a Contractor Physician acceptable to the SMMC Chief Executive Officer as the Medical Director of Hospitalist Services to serve as Contractor's on-site team leader and representative in clinical matters. The Medical Director shall be responsible for the overall quality of the Program and for ensuring that the 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 work load in addition to administrative responsibilities and report to the Medical Director of Specialty Services or their designee. The parties anticipate that the Contractor will spend no fewer than 4 hours each week performing Medical Director management duties. The management services shall be provided during normal business hours, Monday through Friday.

The duties of the Medical Director 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. Account for all professional and administrative activities within the scope of the Hospitalist Program.
 3. Conduct ongoing monitoring of the professional performance of all individuals who have clinical hospitalist privileges, as well as the scribes.
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4. Assure the quality and appropriateness of patient care provided is monitored daily and evaluated quarterly through a mechanism on the metrics described in Exhibit C. This will be accomplished through the collection of information about key aspects of patient care provided by the hospitalists.
5. Respond in writing to issues raised by SMMC administration within a reasonable period of time commensurate with the nature of the issue. Where there is a question of quality assurance raised by SMMC administration, Contractor will provide a written response within seven (7) calendar days.
6. Attend and/or delegate attendance at meetings in compliance with SMMC Medical Staff Bylaws, Rules, and Regulations.
7. Be available by pager or telephone or designate "on-call" alternative when necessary.
8. Assist SMMC administration in developing and updating departmental rules, policies, and regulations.
9. Complete Quality Assurance and SAFE report review and respond within seven (7) calendar days of receipt.
10. Provide other administrative services not directly related to the medical care of patients as reasonably requested by Contractor and the SMMC CEO, CMO, or designee. Such administrative services may include, but are not limited to, teaching, administrative supervision of professional or technical staff, quality control activities, committee work, and attending conferences.

XII. Contractor will provide the following administrative services for its own personnel, and County shall have no responsibility for these matters or functions:

1. Recruiting of its own physicians, and scribes to ensure its ability to provide staff needed to comply with the terms of this Agreement.
 2. Ensuring candidates presented to SMMC Medical Staff Office have a completed application, including employee health requirements, and meet the SMMC credentialing requirements.
 3. Orientating clinical staff to clinical operations and use of the SMMC EMR's, including, but not limited to, Cerner Soarian, eCW, and Pulse Check.
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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.

XIII. Both County and Contractor acknowledge the need for performance assessment and associated potential financial penalties described in Exhibit B and Exhibit C, based on mutually acceptable units of measurement. To the extent of any conflict between the description of the metrics in this Exhibit, Exhibit B, and/or Exhibit C, the text of Exhibit C shall control. As discussed in Exhibits A, B, and C to this Agreement, the Base Fee partial risk based on performance metrics will be determined quarterly and deducted from the Base Fee payment for the month following each quarter.

XIV. Scribe Services

1. Contractor will provide 2.0 FTE equivalent scribe services during the full term of the Agreement using an assignment schedule as mutually agreed between the Contractor and the County.
 2. Under the direct supervision of the Contractor Hospitalists, Scribes will discharge the following functions:
 - a. Document the history of the patient's present illness
 - b. Document the review of systems and physician examination
 - c. Enter vital signs and reported lab values
 - d. Look up pertinent past medical records
 - e. Track and enter the results of studies
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- f. Type progress notes
 - g. Enter the patient's discharge plan
 - h. Document physician consultations with a patient
 - i. Notify physicians when studies results are available, thus assisting with timely disposition of the patient.
 - XV. Contractor will perform admissions, consults, Medical History and Physicals, daily rounding and ongoing co-management of patients with routine medical issues for patients in the 2AB unit, 3AB unit and Unit 1A. If a medical consult results in an admission to the medical unit, Contractor Hospitalists will be responsible for arranging this admission.
 - XVI. 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.
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EXHIBIT B2**PAYMENTS**

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

- I. **Base Fee.** Contractor shall provide County with the Hospitalists, Scribes, and other necessary service providers as outlined by this Agreement. Services include those described in Exhibit A and meeting or exceeding the five (5) metrics for the Contractor outlined in Exhibit C. The Base Fee is based on Contractor serving 2,218 SMMC inpatients per year (the total number of patients served in 2018), 15,528 projected patient encounters per year (the total number of patient encounters in 2016) and on average 30 residents in Unit 1A but the Base Fee specifically contemplates fluctuation in these numbers as large as fifteen percent (15%) higher or lower. No change in the Base Fee shall occur within this range or otherwise. Should the actual number of patients served and/or number of patient encounters in a year differ from these amounts by more than fifteen percent (15%) in either direction, Contractor shall confer with SMMC regarding the reasons for said fluctuation(s). Regardless, the fiscal provisions of this Agreement shall not be subject to change absent a written amendment. In consideration of the delivery of the services described in Exhibit A of this Agreement, County shall pay Contractor a monthly base fee of THREE HUNDRED TEN THOUSAND SIX HUNDRED AND THIRTY-EIGHT DOLLARS (\$310,638) (the "Base Fee"), less any quarterly partial withhold as set forth in Exhibit C. The "Base Fee" includes all charges for Hospitalist services, the Medical Directorship, the licensing of the Ingenious Med software and Management/MSO Services. The amount allocated for each category of provider is listed in the Financial Summary Table below.
 - II. 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 \$2.03 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.
 - III. **Financial Summary Table (Annual Costs).** The following table summarizes all of the County's total payments to Contractor for the Hospitalist Services:
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Practice Expenses	Annual Cost per FTE	Number of FTEs	Annual Total
Physicians	\$ 289,207	10.0	\$ 2,892,070.50
Administrative services (Medical Directorship – 0.45 FTE)			\$ 160,143.15
MSO Services and Other Site Expenses* (20% of above-listed amounts)			\$ 610,443
Malpractice (up to \$35,000 annually based on actual expenses invoiced)			\$ 35,000
“Ingenious Med” system			\$ 30,000
Total Annual Contract Expenses			\$ 3,727,656

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

- IV. Notwithstanding Section I of this Exhibit B, for the entire period of this Agreement County will pay Contractor, in addition to the Base Fee, an additional ONE THOUSAND ONE HUNDRED AND SIXTY DOLLARS (\$1,160) for each eight (8) hour physician shift for High Census Days, as described in Section I of Exhibit A to this Agreement (i.e. days when there are more than FIFTY (50) acute inpatients at SMMC). Contractor shall invoice the County for such High Census Days on a monthly basis, identifying the specific dates that were High Census Days on which the Contractor provided an additional Hospitalist for an eight hour shift pursuant to Section I of Exhibit A to this Agreement.
- V. The amount that County shall be obligated to pay for all services rendered under this Agreement shall not exceed ELEVEN MILLION TWO HUNDRED THOUSAND DOLLARS (\$11,200,000) for the Agreement term of March 1, 2020 through February 28, 2023.

EXHIBIT C1

METRICS

- I. Both County and Contractor acknowledge the need for a partial withhold reimbursement model based on mutually acceptable units of measurements. As discussed in Exhibit A and B to this Agreement, funds at risk will be paid quarterly on the basis of the following metrics:
 - a. Contractor Providers will complete admission history and physical within forty-eight (48) hours of resident admission to Unit 1A.
 - b. By the end of the first quarter of the term of this Agreement, Contractor Providers will improve hospital flow by having discharge orders placed by 11 am for at least fifty percent (50%) of patients that are going to be discharged the same day.
 - c. HCAPHS score for "Communication with Doctors" from NRC Health will reach current Goal of 81.0%. If, however, the NRC Health score is below this goal, Contractor will nevertheless be deemed to have satisfied this metric if Contractor shows at least one and one-half percent (1.5 %) improvement over the prior quarterly score.
 - d. Contractor will have active participation includes attending meetings and completing assigned tasks in the Sepsis and Medicine QIC committees with an active leadership role in the committee.
 - e. By the end of the fourth quarter of the term of this Agreement, discharge notes will be dictated no later than 24 hours after patient discharge time for at least ninety percent (90%) of patients during the quarter. The current rate of compliance is 76% of patients. For the first quarter of the term of this Agreement, rates will improve to 80% compliance. By the end of the third quarter of the term of this Agreement, rates will be 85% compliant.
 - II. Both the County and Contractor acknowledge Contractor cannot achieve metrics detailed in this Agreement, without assistance and cooperation from the County and at times there are conditions present the Contractor has no control over. Therefore, the County must meet the following operational conditions, and failure to do so will have consequences described below:
 - a. SMMC will facilitate remote EMR access to 100% of "Vituity Hospitalist SMMC Core Team," within four (4) weeks of a new provider submitting correctly completed documentation required for access to EMR
 - b. SMMC will provide Case Management support/services for patients who are admitted to the Hospitalist services for care. This will be measured by "Patients length of stay" with a goal of no more than five (5) patients requiring more than a 30 days length of stay.
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County will not satisfy this metric if more than five (5) individual patients have a length of stay more than 30 days per quarter.

- c. The Specialty Care Medical Director will organize and facilitate discussions within ten (10) working days of receiving the issue in writing from the Hospitalist Services Medical Director (HSMD) when the HSMD and a specialist/specialty group are not able to come to an agreement regarding patient care.
- d. HCAPHS score for "Communication with Nurses" from NRC Health will reach current Goal of 79.5%. If, however, the NRC Health is below this goal, County will nevertheless be deemed to have satisfied this metric if County shows at least one and one-half percent (1.5%) improvement over the prior quarterly score.
- e. County will give monthly reports to Contractor regarding average time of Discharge to Dictation time. Within twenty (20) days of the end of each month

III. In the event that the Contractor fails to meet any of the conditions listed in Subsection I, a – e during any quarterly period during the term of this Agreement, the Contractor may have \$31,064 partially or all withheld. The withholding represents 10% of the Contractor's base monthly fee. Each metric represents 1/5 of \$31,064 (i.e. \$6,213). Such withholding will be determined by how many metrics the Contractor fails to meet and whether the County likewise failed to meet any of its operational conditions. By way of example, the calculation each quarter will follow this logic:

If Contractor failed to achieve 2 out of 5 metrics during a given quarter Contractor's compensation will be reduced by two fifths (2/5) of the \$31,064 (i.e. \$ 12,426). Contractor would however, be entitled to retain the three fifths (3/5) of the \$31,064 that corresponds to the 3 performance metrics achieved during that quarter (i.e. \$18,639). If, however, in the same quarter the County fails to achieve 1 of its 5 operational conditions, Contractor's withholding will be offset by one fifth (1/5) (i.e. \$6,213). Therefore, in this example, where Contractor has failed to achieve 2/5 of its metrics and the County has failed to meet 1/5 of its operational conditions, the County would withhold 1/5 from the Contractor.

The County's failure to achieve operational conditions in any given quarter shall only be considered in determining whether the Contractor is entitled to an offset for the Contractor's failure to achieve performance metrics under this Agreement and under no circumstances shall County's failure to achieve operational standards result in Contractor receiving compensation beyond that set forth in Exhibit B to this Agreement.

Once the calculation of Contractor compliance with performance metrics is complete following each quarter, any withholding assessed from the calculation of the quarter will be withheld from the monthly payment immediately following the date upon which County informs

Contractor of the extent of its compliance with the performance metrics for the preceding quarter.

Contractor's contractual compensation will be reduced up to a maximum of THIRTY-ONE THOUSAND AND SIXTY-FOUR DOLLARS (\$31,064) for not meeting or exceeding any of the five (5) metrics set forth in Exhibit C to this Agreement each quarter. Each metric is valued at SIX THOUSAND TWO HUNDRED THIRTEEN DOLLARS (\$6,213) each quarter.

However, under no circumstances shall County ever withhold during a quarter any amount greater than the total quarterly "withhold" amount of THIRTY-ONE THOUSAND AND SIXTY-FOUR DOLLARS (\$31,064).

EXHIBIT F

APPROVED PROVIDER LIST

Humayun Tufail, MD
Kyaw Myint, MD
Kyaw Soe, MD
Sunye Vuong, MD
Tuan Dang, DO
Angela Quang, MD
Hoang Pham, MD
Michael McCarthy, MD
Elizabeth Jensen, MD
Lai Lai Aung, MD
Liz Jochem PA-C

In order for Contractor to add or replace one of the above listed clinicians, it must seek the County's approval which at a minimum will include the Chief Medical Officer or designee and Medical Director of Specialty Services or designee authorization. Additionally, this Exhibit will have to be amended each time a clinician is added, removed or replaced.