

**Professional Services Agreement
Between the County of San Mateo and
Sound Physicians Medical Group, Inc. dba
Sound Physicians of California
For Hospitalist Services**

THIS PROFESSIONAL SERVICES AGREEMENT is entered into by and between the County of San Mateo, San Mateo Health System ("County") and Sound Physicians ("Contractor").

W I T N E S S E T H:

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 hospitalist 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- 1.3.1 Must be accepted by the Chief Executive Officer of SMMC or his/her designee; said acceptance may be withdrawn immediately at any time with written notice to Contractor at the reasonable discretion of the Chief Executive Officer of SMMC, his/her designee, the County's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, Health System, or his/her designee.
- 1.3.2 Shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California and active Medical Staff membership and/or privileges as may be required under the Bylaws of County for Contractor's representatives to provide the services contemplated by this Agreement.
- 1.3.3 Contractor's representatives shall be certified by the appropriate state-recognized board in California (or eligible for certification by such board by virtue of having successfully completed all educational and residency requirements required to sit for the board examinations).
- 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; nor has Contractor been convicted of a criminal offense.
- 1.3.5 Contractor agrees to participate in the County's Organized Health Care Arrangement (OHCA), as described by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractors who choose to opt out of OHCA agree to advise the SMMC Medical Staff Office in writing and will provide their

own Notice of Privacy Practice (NPP).

1.4 Services to be Performed by Contractor

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

1.5 Payments

1.5.1 Maximum Amount

In full consideration of Contractor's performance of the services described in Exhibit A, the amount that County shall pay for services rendered under this Agreement shall not exceed that 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, Health System 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, Health System, Chief Executive Officer of SMMC, or either of their designees.

1.5.3 Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Exhibit B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

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 the Medical Center. Such cooperation shall include but not be limited to the following: maintaining medical records in a timely fashion (including the appropriate use of dictation or other technology, as required by County), billing, peer review, completing time studies as required by California and Federal reimbursement regulations, and County's compliance programs. 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.

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.

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.

1.7.4 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).

1.7.5 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. Contractor is convicted of a crime.

Contractor must also notify County within thirty (30) days of any breach of this Agreement, of violation of any of County's rules or regulations, whether by others or by the Contractor himself/herself, or if the Contractor is subject to or a participant

in any form of activity which could be characterized as discrimination or harassment.

1.7.6 Compliance with Contractor Employee Jury Service Ordinance

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

- a. ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- b. ☐ Contractor does not comply with the County's Employee Jury Service Ordinance. (Waiver Required)
- c. ☐ Contractor is exempt from this requirements because (check all that apply):
 - ☐ The contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on (type date here) and expires on (type date here), and intends to comply when the bargaining agreement expires.
 - ☐ Contractor has no employees.
 - ☐ Contractor has no employees who live in San Mateo County.

1.8 Citizenship Duties of Contractor

- A. Contractor will make all reasonable efforts to participate in co-ordination and optimization of services, including but not limited to participation in quality improvement and utilization management efforts.
- B. 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.

- C. Contractor will conduct himself/herself with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all County employees.
- D. To the extent that citizenship duties are discussed in more detail in Exhibits to this Agreement, Contractor shall comply with those additional duties and requirements.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 Professional Standards

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.

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

Section 3: Term and Termination

3.1 Term

This Agreement shall commence on December 1, 2014, and shall continue for three (3) years. Unless terminated sooner, this Agreement shall expire and be of no further force and effect as of the end of business on November 30, 2017.

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 By County

This agreement may be terminated by County 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. 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.

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 and such insurance has been approved by the County. Contractor shall furnish County with Certificates of Insurance evidencing the required coverage, and there shall be a specific contractual endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These Certificates shall specify 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 is will be diminished or cancelled, 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 pursuant to this Agreement.

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 and property damage liability insurance as shall protect him or her, while performing work covered by this Agreement, from any and all claims for property damage 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 insurance shall be combined single limit bodily injury and property damage coverage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

A. Comprehensive general liability insurance...	\$1,000,000
B. Motor vehicle liability insurance.....	\$-0-
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 Certificate Holder

County and its officers, agents, employees, and servants shall be named as Certificate Holder on any such policies of general liability insurance. Such policies shall also contain a provision that the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only. Said certificate(s) of insurance is (are) attached hereto.

4.2 Tail Coverage

If 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

Contractor shall indemnify and hold harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description brought for or on account of: (i) injuries or death of any person, including Contractor; (ii) damage to any property of any kind whatsoever and to whomsoever belonging; (iii) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this agreement; (iv) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability Act of 1996 (HIPAA) and all Federal regulations

promulgated thereunder, as amended; or (v) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damages for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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.

Contractor shall indemnify, defend, and hold County harmless from and against any and all claims for 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.

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 State mail, postage prepaid, certified or registered mail, return receipt requested -or- deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to the address below. In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

If to County: Chief Executive Officer
 San Mateo Medical Center
 222 W 39th Avenue
 San Mateo, CA 94403
 Facsimile: 650/573-2950

With Copy to: County Counsel's Office
 400 County Center
 Redwood City, CA 94063
 Facsimile: 650/363-4034

If to Contractor: Sound Physicians

1123 Pacific Avenue
Tacoma, WA 98402
Attn: General Counsel
Facsimile: 253/682-6128

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.

5.10 Non-Discrimination

Section 504. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.

Contractor shall assure compliance with Section 504 of the Rehabilitation Act of 1973 by submitting as part of this Agreement a signed letter of assurance of compliance (Attachment I to this Agreement). Contractor shall be prepared to submit a self-evaluation and compliance plan to County upon request within one (1) year of the execution of this Agreement.

General Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, religion, ancestry, gender, age, national origin, medical condition, physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

Contractor shall comply with the County admission and treatment policies, which provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

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 of San Mateo 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:

- A. Examine Contractor's employment records with respect to compliance with this paragraph; and
- B. 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. With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - ☐ Contractor is exempt from having to comply with Chapter

2.84 because it has no employees or does not provide benefits to employees' spouses.

- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

5.11 General Standards

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

5.12 Confidentiality of Patient Information and Compliance With Laws

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 compliance.

5.13 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.

5.14 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.

5.15 Electronic Signature

Electronic Signature. If 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 Administrative Memo, both boxes below must be checked.

Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing written notice to the other party.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

5.16 Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments
Exhibit C – Performance Metrics
Exhibit D – Form of Progress Note
Exhibit E—Corporate Compliance SMMC Code of Conduct (Third Parties)
Exhibit F – Hospital Patient-Level Records for Hospitalist Patients
Attachment I—§ 504 Compliance

[Signatures on the following page]

IN WITNESS WHEREOF, County and Contractor have duly executed this Agreement as of the dates set out beneath their respective signatures.

CONTRACTOR:

(signature)

By: _____

Title President

Date: October 1, 2014

COUNTY:

(signature)

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

Attest:

By: _____
Clerk of Said Board

EXHIBIT A

SERVICES

(To the extent any terms contained in this Exhibit are inconsistent with the Agreement, the terms of this Exhibit shall control)

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:

- I. Hospital Coverage. Contractor will provide the following clinical coverage during each 24 hour period of the year: one 12 hour shift per day, one 8 hour shift per day, and one 12 hour night shift per day. Contractor will ensure that clinical staffing of the hospitalist program is sufficient to maintain quality and safety, and may add physician coverage as needed. Such additions may be for temporary periods, or, if volumes are high and sustained, be permanently adjusted.
- II. Management Services. Contractor shall provide management services and oversight of the hospitalist program. Such management services will support the following goals for County's hospitalist program (the "Program"):
 - A. Promptly responding to the emergency department, medical and nursing staff, case management, client physicians and other departments or individuals when services are requested.
 - B. Practicing 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.
 - C. Planning and coordinating care with all members of the health care team to assure maximum quality and efficiency.
 - D. Participating in care-related activities designed to improve quality, ensure compliance, and support programmatic efficiencies.
 - E. Supervision of Resident Physicians. Contractor understands that San Mateo County Health System supports a training program for psychiatry physicians. As part of this program, 1st year trainees shall rotate through the inpatient internal medicine service approximately eight (8) months of the year. Contractor agrees to work with the residence program director to provide adequate supervision of and teaching to these trainees.
 - F. Coverage of Skilled Nursing Unit. Contractor recognized that SMMC has an onsite skilled nursing unit. As the "house doctor", Contractor will provide coverage for urgent issues on the skilled nursing unit between the hours of 8:00 p.m. and 8:00 a.m. each night. Contractor will coordinate coverage issues with

the medical director of long term care services.

- G Medical Consultation on Inpatient Psychiatry. Medical consultation on the inpatient psychiatry unit is currently provided by a separate contracted service. Contractor agrees that if, for any reason, the currently contracted service becomes unavailable, Contractor shall provide medical consultation to the Inpatient Psychiatry Unit including the documentation of admission history and physicals. In addition, Contractor agrees that if the current medical consulting services feels that a patient would be best served through transfer to the medical service, Contractor will work with both the consultative service and inpatient psychiatry to ensure timely transfer as appropriate.

Contractor's management of the hospital program will not include management of County employed personnel.

- III. Clinical Model. Contractor will utilize a clinical design range where each physician FTE is assigned approximately 12 to 15 patients at approximately 7:00 a.m. (the "Target Patient Load"). In addition, Contractor will utilize a physician compensation model which includes a productivity bonus and a quality bonus that is tied to performance to the metrics set forth in Exhibit C.
- IV. Recruiting. Contractor will recruit and retain qualified physicians as hospitalists to staff the program. Contractor will involve County in its physician recruitment process. County shall use all possible means to expedite credentialing and the granting of privileges to hospitalists, including the use of temporary privileges and special meetings of the SMMC's credentialing committee. In furtherance of Section 1.3.1 of the Agreement, the SMMC Chief Executive Officer may withdraw his/her acceptance of a physician with reasonable discretion; provided, however, if the Chief Executive Officer withdraws acceptance of any Contractor 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 120 days of receipt of notice from County.
- V. Use of Temporary Physicians. Contractor may provide services to hospital through physicians who are not employed by Contractor (each a "Locum Tenens Physicians") with such associated costs to be reimbursed by County to Contractor in accordance with Exhibit B.
- VI. Progress Note. Contractor has developed a standard form of progress note, attached as Exhibit D, which will aid in accurate documentation and assist County in its billing, both for the technical and professional component for hospitalist services.
- VII. Charge Capture System. During the term of this Agreement, Contractor shall provide County, hospitalists with use of Contractor's proprietary web-based SoundConnect™ workflow, communication and informatics platform ("SoundConnect" or "Software"). The use of SoundConnect 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 charge capture data from SoundConnect to County in order to facilitate County's billing for the professional hospitalist services under County's payor agreements. Contractor will comply with reasonable rules and regulations of Health Plan of San Mateo, where such rules and regulations apply to a hospitalist and have been communicated to Contractor reasonably advance of when compliance is expected to begin. Contractor and County will mutually review any additional health plan regulations with County, as listed in Section 1.7.4, to understand requirements that flow through to the hospitalists in their professional practice. It is understood by Contractor that County will be solely responsible for the billing and collection of all hospitalist services rendered by Contractor under County's payor agreements and provider and taxpayer identification numbers.

- VIII. 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, H&P, discharge summary, etc. (i.e. all clinical documentation) promptly upon request. Such access will continue for at least 30 days following termination of the Agreement. County shall continue for at least a 12 month period following termination of this Agreement to provide clinical documentation in paper record format upon request within five business days of such request.
- IX. Performance Reporting and Recordkeeping. Contractor will develop and monitor a comprehensive quarterly dashboard of core metrics (the "Dashboard") as agreed upon between Contractor and County and set forth on Exhibit C. Contractor will track performance quarterly metrics affecting quality, satisfaction and efficiency. Contractor will analyze drivers that affect such outcomes and will develop action plans to improve areas of weakness. In order for Contractor to improve performance outcomes, County will provide such data to populate the fields of such dashboard at 30 day intervals, including for a baseline period equal to the 12 month period prior to the Start Date. Format will be an electronic file, with patient level data for those patients where a hospitalist is the attending physician, which will illustrate trending of patient data as demonstrated in Exhibit F. County will make best efforts to collaborate and work with Contractor to implement a real-time HL&ADT feed between the hospitalist's patient registration system and Contractor's charge capture system. It is expected that once begun, implementation of such an interface would take approximately six to eight weeks.
- X. Trauma Assistance. 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 be present at SMMC at the time of the patient's arrival to

the SMMC ED to assist with medical needs as consulted.

- XI. 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.
- XII. 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.
- XIII. Program Leadership. Contractor shall designate a Contractor Physician acceptable to the SMMC Chief Executive Officer as the Chief Hospitalist ("Chief Hospitalist") to serve as Contractor's on-site team leader and representative in clinical matters. The Chief Hospitalist shall be responsible for the overall quality of the Program and for ensuring that the Site Team performs according to the terms of this Agreement. Hospitalists will report to the Chief Hospitalist. The Chief Hospitalist will have a full clinical load in addition to administrative responsibilities and report to the Medical Director of Specialty Services.
- XIV. Proprietary Property. Contractor is the owner of its inpatient management model which defines operation principles, forms, protocols, policies and procedures for hospitalist programs ("Program Policies"). During the term of the Agreement, County shall have the right to access the Program Policies, SoundConnect, and other proprietary information of Contractor for use solely in relation to the Program. At no time shall County resell, give or otherwise transfer possession of any such proprietary property to any third party. Upon termination or expiration of the Agreement, County shall cease to use all such proprietary property and shall return the same to Contractor or destroy within 30 days of any termination or expiration. In relation to these obligations, Contractor acknowledges that the County is subject to the California Public Records Act (the "PRA"), which provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure. To the extent that copies of materials which constitute the Program Policies are within County's custody and are requested pursuant to the PRA, the disclosure of such documents may be required by law. County shall give prompt notice to Contractor of any such request for copies of documentation related to the Program Policies. It is the **sole** obligation of Contractor to obtain a court order within ten (10) days of receipt of notice of the PRA request, and Contractor agrees to indemnify and hold harmless the County for release of such information if a protective order is not timely obtained by Contractor and provided to County.

EXHIBIT B

FEES AND PAYMENT TERMS

(To the extent any terms contained in this Exhibit are inconsistent with the Agreement, the terms of this Exhibit shall control)

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

- I. **Base Fee.** In consideration for the delivery of the services described in this Agreement, County shall pay Contractor a monthly base fee of ONE HUNDRED SIXTY ONE THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS (\$161,588) (the "Base Fee") initially reflecting 5.3 Contractor Physician FTEs constituting the Site Team.
- II. **Productivity Adjustments.** The monthly Base Fee excludes the expected productivity compensation for Contractor physicians based on current patient census volume data as provided to Contractor by County. In the event actual patient census volumes exceed such assumptions and physician productivity is higher than anticipated, the month Base Fee will be increased to pass through to the County an additional productivity bonus payable to Contractor physicians to equal to \$12.30 per wRVU above 1,547 RVUs per month. If the staffing is adjusted in the manner described in Exhibit B, Section III.A, the wRVU threshold for a productivity adjustment will be increased on an proportionate basis.
- III. **Temporary and Permanent Staffing Adjustments**
 - A. **Staffing Adjustments.** The monthly Base Fee shall be adjusted to reflect the actual number of Contractor Physicians constituting the Site Team for the month being invoiced. It is expected that the initial Site Team complement will cover a total of one (1) day shift, one (1) day swing shift and one (1) night shift per 24 hour period (the "Site Team Shifts"). In instances of temporary high-volume census periods when Contractor determines to staff additional shifts on a temporary basis each such day shift covered by Contractor in excess of the Site Team Shifts is an "Excess Shift". County shall pay Contractor, monthly, the actual cost of such Excess Shifts. In the event that the average 7:00 a.m. census for patients on the hospitalist service is more than 24 patients over a 60 day period, then four (4) additional hours of daily coverage will be added to the Site Team Shifts and the monthly Base Fee will be increased to \$177,359, reflecting a Site Team of 6.0 Contractor Physician FTEs. In the event that the Site Team of 6.0 Contractor Physician FTEs has been established, and the average 7:00 a.m. census for patients on the hospitalist service falls below 24 for more than 90 days, Contractor will, upon agreement from County, decrease the number of Contractor Physicians to 5.3FTEs, effective 120 days from the point of that determination, and the Base Fee will revert back to that described

in Exhibit B above.

B. Locum Tenens and Rovers Reimbursement. For purposes of this Section, Locum Tenens Physicians who are employed by Contractor or by an entity that is affiliated with Contractor shall be "Rover Locum Tenens Physicians," and other Locum Tenens Physicians (including independent community physicians moonlighting with Contractor as independent contractors and those contracted with by Echo Locum Tenens, Inc., a temporary staffing agency affiliated with Contractor) shall be "Non-rover Locum Tenens Physicians." County shall reimburse Contractor the actual cost of any and all Locum Tenens Physicians (Rover or Non-Rover) with whom Contractor contracts to provide Services under this Agreement that are in excess of the fully loaded W-2 Physician shift rate built into the Base Fee (which base shift rate is \$1,374), including without limitation the actual cost of covering the shift plus any related travel and lodging expenses (the "Locums Premium Cost"). The Locums Premium Cost is in addition to the Base Fee and shall be payable to Contractor on the next monthly invoice; provided, however, each month the Locums Premium Cost shall not exceed \$1,226 per shift, provided, further, each month the Locums Premium Cost is only payable with respect to sixty (60) shifts per month during the initial eight (8) months of the term of the Agreement, and thereafter not to exceed twenty (20) shifts per month. All costs payable under this section are subject to the Agreement's not-to-exceed amount.

C. Recruitment Reimbursement. For each new Contractor Physician FTE recruited and hired as an employee of Contractor to provide services under this Agreement, County shall reimburse Contractor the total actual costs, not to exceed FORTY THOUSAND DOLLARS (\$40,000) per Contractor Physician FTE, of the Contractor's cost of recruitment and training. All amounts reimbursable under this paragraph shall be payable to Contractor on the first day in which the Contractor Physician FTE provides services and will be due on the next monthly invoice. All costs payable under this section are subject to the Agreement's not-to-exceed amount.

IV. Physician Quality Bonus. The parties agree that each Contractor Physician FTE may qualify to earn up to TEN THOUSAND DOLLARS (\$10,000) per year, subject to such Contractor Physician meeting certain calendar year performance metrics (focusing on quality utilization and satisfaction within the Contractor Physicians' control), set forth on Exhibit C (the "Physician Quality Bonus"); provided that such Physician Quality Bonus shall be prorated for any Contractor physician who provided services for less than a full year (measured from the start date of the applicable calendar year performance metric). Such performance metrics and their associated weighting within the Physician Quality Bonus calculation methodology shall comply with applicable guidance from the Internal Revenue Service ("IRS") and the Office of the Inspector General, Health & Human Services ("OIG") regarding gainsharing and pay-for-performance programs. For the second year (in each case measured from the applicable calendar year performance metric start date) and thereafter, the parties

agree to meet no later than sixty (60) days before the end of the applicable year to determine, for the coming year, the criteria for bonus payout (focusing on quality, utilization and satisfaction within the Contractor Physicians' control) and the amount to be paid for achievement of each bonus criterion.

County will collect performance data with respect to such metrics on an ongoing basis and provide a quarterly report to Contractor, within fifteen (15) days of the end of each quarter (in each case measured from the start date of the performance metric). Some of the performance data to be reported is included in Exhibit F. The amount of the performance bonus payable for a particular year will be based on the measurement of performance of the Contractor Group over the entire year (measured from the start date of the performance metric). It is understood by County that provision of this data on such regular intervals is necessary in order for Contractor to properly manager to the performance measures. Such data shall be due from County to Contractor within fifteen (15) business days after the end of the period for which such data applies. Contractor shall have five (5) business days to review each such report and raise any objections. If Contractor does have any objections to the finding of any such report, the parties shall meet promptly to discuss and resolve the issue. If Contractor does not raise any objections, it will be assumed that the report is accurate and appropriate. If County does not report to Contractor the data specified for each such measure it will be assumed for purposes of assessing performance that the goal of each such non-reported measure was satisfied. In the event that circumstances outside the control of County prevent timely reporting of the required data, County may request an extension for reporting, such request not to be unreasonably refused by Contractor.

- X. Overall Limitation on Compensation Paid to Contractor. The total compensation paid to Contractor by County under the terms of this Agreement shall not, as of the three year anniversary of the commencement date of this Agreement, exceed SEVEN MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$7,350,000).

EXHIBIT E

CORPORATE COMPLIANCE SMMC CODE OF CONDUCT (THIRD PARTIES)

The person/entity listed below (the "Undersigned") recognizes and is fully dedicated to advancing SMMC's commitment to full compliance with all Federal, State, and other governmental health care program requirements, including its commitment to prepare and submit accurate claims consistent with such requirements.

The Undersigned will comply with all Federal, State or other governmental health care program requirements and with SMMC's policies and procedures relating to SMMC's Corporate Compliance Program, including the requirements set forth in the Corporate Integrity Agreement (CIA) to which SMMC is a party (available online at http://oig.hhs.gov/fraud/cia/agreements/the_county_of_san_mateo_03062009.pdf).

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

The Undersigned will report to the SMMC Compliance Officer any suspected violation of any Federal health care program requirements or of SMMC's Compliance Program policies and procedures.

The Undersigned has the right to use the SMMC Disclosure Program by calling the Compliance Hotline or reporting incidents to the Compliance Officer. SMMC is committed to non-retaliation and will maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

The Undersigned understands that non-compliance with Federal health care program requirements and SMMC's Compliance Program policies and procedures, and failing to report such violations, could result in termination of the Agreement and/or any other penalties permitted by law.

The Undersigned 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.

The Undersigned will not offer, give or accept any 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). The Undersigned will promptly report the offering or receipt of such gifts to the SMMC Compliance Officer.

The Undersigned will not engage in any financial, business, or other activity which competes with SMMC/County business which may 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, except to the extent consistent with the SMMC/County Incompatible Activities and Outside Employment policy and the Agreement.

The Undersigned will cooperate fully and honestly with internal audits and monitoring programs to help assure that SMMC's compliance is maintained with all applicable federal/state regulations, the Joint Commission standards, and hospital system-wide policies.

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

The Undersigned hereby certifies by signing below that an authorized representative has received this Code of Conduct, understands it, has authority to commit the Undersigned to this Code of Conduct, and hereby commits the Undersigned to comply with this Code of Conduct.

Sound Inpatient Physicians Medical Group, Inc.

Name of Person/Entity (the "Undersigned")



Signature and Printed Name

Steven M. McCarty, Secretary

10/2/2014

Date

EXHIBIT C

PERFORMANCE METRICS

Total Payout = 10K/MD

Annual MD Bonus = Jan - Dec 2015 (paid annually)

Metric Goals	Measure	Baseline Value/Period	Data Collection	Goal Value/Period	MD Payout
1) Service					\$4,000
Patient Experience (40%)	1) Individual: Completion of Sound's Physician Experience modules & patient care observations (50% weight) 2) Team: HCAHPS (Hospital Consumer Assessment of Healthcare Providers and Systems) top box score for "Communication for Physicians" (hospitalists, 50%	Individual: N/A Baseline for start-2015 Team: will average the hospitalist's HCAHPS top box score for the previous 4 quarters and use this as a baseline	County provides Sound hospitalist specific data	Individual completion = 50% payout, by W2 (employed) physician; Team score >= 5% increase from baseline = 50% payout Q2 - Q4 2015	Individual: \$2000 Team: \$2000
2) Quality					\$2,000
Core Measures (12% of total)	Hospitalist specific measures for: Congestive Heart	1) Will need Jan 2014 YTD for hospitalists	County provides Sound hospitalist specific data	Min: 97-99% = 50% payout Max: 100% = 100% payout	Min: \$1000 Max: \$2000
Core Measures (4% of total)	Venous Thromboembolism	1) Will need Jan 2014 YTD for hospitalists	County provides Sound hospitalist specific data	Min: current performance +2.5% Max= 97% or >2.5% from baseline	
Core Measure (4% of total)	Global Immunization	1) Will need Jan 2014 YTD for hospitalists		Min: current performance +2.5% Max= 97% or >2.5% from baseline	
3) Throughput					\$4,000
Time between ED Decision to Admit and Hospitalist Admission Order Times (20%)	Time from ED phone call to hospitalist (noting decision to admit) to admit order from hospitalist		Current process exists	Min: 57 mins (50% payout) Max: 50 mins (100% payout)	Min: \$1000 Max: \$2000
D/C written before Noon (20%)	1) 50% discharges written by noon	1) N/A Baseline	Sorian	Min: 40 - 49.9% (50% payout) Max: 50% of greater (100% payout)	Min: \$1000 Max: \$2000
Total Available:					\$10,000/MD

EXHIBIT D
Form of Progress Note

		PRMC Hospitalist Progress Note																																															
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ABD: Soft, NABS, no masses <input type="checkbox"/> no HSM <input type="checkbox"/> no hernia <input type="checkbox"/>																																																	
Skid: Normal temperature, tone, texture and turgor; no induration or subcutaneous nodules <input type="checkbox"/> no rash, lesions or ulcers <input type="checkbox"/>																																																	
Ext: No digital cyanosis/ischemia <input type="checkbox"/> Pedal <input type="checkbox"/> and femoral <input type="checkbox"/> pulses intact and symmetrical; Normal gait and station <input type="checkbox"/>																																																	
Psych: A & O X 3 <input type="checkbox"/> appropriate affect <input type="checkbox"/> intact judgment <input type="checkbox"/>																																																	
Neuro: CNA II - XII intact <input type="checkbox"/> no focal sensory deficits <input type="checkbox"/>																																																	
PF: 1 - 5 bullets <input type="checkbox"/> EPF: 6 bullets <input type="checkbox"/> Detailed: 12 bullets <input type="checkbox"/>																																																	
MDM	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>MDM</th> <th>Prob Pts</th> <th>Data Pts</th> <th>Risk</th> <th>E/M</th> </tr> <tr> <td>HF <input type="checkbox"/></td> <td>0-1</td> <td>1</td> <td>Min</td> <td>99231</td> </tr> <tr> <td>Low <input type="checkbox"/></td> <td>2</td> <td>2</td> <td>Low</td> <td>99232</td> </tr> <tr> <td>Mod <input type="checkbox"/></td> <td>3</td> <td>3</td> <td>Mod</td> <td>99233</td> </tr> <tr> <td>High <input type="checkbox"/></td> <td>4+</td> <td>4</td> <td>High</td> <td>99233</td> </tr> </table>	MDM	Prob Pts	Data Pts	Risk	E/M	HF <input type="checkbox"/>	0-1	1	Min	99231	Low <input type="checkbox"/>	2	2	Low	99232	Mod <input type="checkbox"/>	3	3	Mod	99233	High <input type="checkbox"/>	4+	4	High	99233	Only 2 out of 3 components required																						
	MDM	Prob Pts	Data Pts	Risk	E/M																																												
	HF <input type="checkbox"/>	0-1	1	Min	99231																																												
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	<div style="display: flex; justify-content: space-between;"> <div> Problem Points </div> <div> Assessment & Plan </div> </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>4</th> <th>3</th> <th>2</th> <th>1</th> </tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>					4	3	2	1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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<div style="display: flex; justify-content: space-between;"> <div> Low Risk <ul style="list-style-type: none"> Two established problems One stable chronic illness Acute uncomplicated illness (e.g., cystitis, otitis) OTC drugs </div> <div> Moderate Risk <ul style="list-style-type: none"> Mild exacerbation of one chronic illness Two stable chronic illnesses Undiagnosed new problem Acute illness with systemic symptoms (e.g., myelomeningitis, colitis) Prescription drug management </div> <div> High Risk <ul style="list-style-type: none"> Severe exacerbation of chronic illness Illness with threat to life or bodily integrity Abrupt change in neurological status (e.g., TIA/weakness) Perioperative controlled substances Preadmission for DNR or to de-escalate care Drugs requiring intensive monitoring for toxicity </div> </div>																																																	
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Continued on reverse </div> <div> Signature _____ </div> </div>																																																	

EXHIBIT F

Sound Physicians (Sound) utilizes data to measure and drive our performance in the areas of quality, efficiency and patient experience. In partnering with your hospital, Sound defines our hospital data needs as a part of the contracting process. Each of the following data sets is required on either a monthly or quarterly basis. Data may be submitted via FTP site or other arrangements with Sound's data contact.

Hospital Patient-Level Records for Hospitalist Patients

Sound data contact:

_____ Name _____ Email _____ Phone _____

Hospital data contact:

_____ Name _____ Email _____ Phone _____

- 1) Baseline: Please provide one year of data for the subgroup of patients to be covered by Sound hospitalist program. This data set should include items marked with a "Y" in the Baseline column in the table below. Note: Based on our experience, it will take up to 8 hours of resource to create this baseline data set.

Baseline period: From _____ to _____

Baseline definition:

(Note: Same group of patients to be cared for under the planned Sound Physicians program)

- 2) Ongoing: On an ongoing basis, please assign a single person to provide monthly data for patient discharges (inpatient and observation) where the Sound physician team was admitting, attending, consulting, or discharging physician.

The data elements for the baseline and ongoing monthly data files must be in the below order and format. The expectation is that all fields will be provided. At minimum, all Required fields must be populated to meet contract terms. If you are not providing data for a field, leave that column blank but do not eliminate the column from the header.

<u>Field Name</u> <u>(Header)</u>	<u>Description</u>	<u>Format</u>	<u>Baseline</u> <u>Data</u>	<u>Required</u>
<u>Med_Rec_No</u>	<u>Hospital's unique patient identifier</u>	<u>Text</u>		<u>Y</u>
<u>Acct_No</u>	<u>Hospital's unique admission identifier</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>Date_of_Birth</u>	<u>Patient's date of birth</u>	<u>mm/dd/yyyy</u>		<u>Y</u>
<u>Gender</u>	<u>Patient's gender (e.g., M/F)</u>	<u>Text</u>		<u>Y</u>
<u>FinancialClass_Code</u>	<u>Patient's primary insurance code</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>FinancialClass_Defin</u>	<u>Patient's primary insurance definition</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>Admiss_Date</u>	<u>Date of admission</u>	<u>mm/dd/yyyy</u>	<u>Y</u>	<u>Y</u>
<u>Admiss_Time</u>	<u>Time of admission</u>	<u>Numeric – military time</u> <u>or include am/pm</u>	<u>Y</u>	<u>Y</u>
<u>Admiss_From_Code</u>	<u>Location patient admitted from code (e.g., home, SNF)</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>Admiss_From_Defin</u>	<u>Location patient admitted from (e.g., home, SNF)</u>	<u>Text</u>		
<u>Discharge_Date</u>	<u>Date of discharge</u>	<u>mm/dd/yyyy</u>	<u>Y</u>	<u>Y</u>
<u>Discharge_Time</u>	<u>Time of discharge (patient leaving the hospital)</u>	<u>Numeric – military time</u> <u>or include am/pm</u>	<u>Y</u>	<u>Y</u>
<u>Admitting_Phys</u>	<u>NPI/Name of admitting physician</u>	<u>Text</u>		<u>Y</u>
<u>Attending_Phys</u>	<u>NPI/Name of attending physician</u>	<u>Text</u>		<u>Y</u>
<u>Discharging_Phys</u>	<u>NPI/Name of physician writing discharge order</u>	<u>Text</u>		<u>Y</u>
<u>DC_Order_Date</u>	<u>Date discharge order was written</u>	<u>mm/dd/yyyy</u>	<u>Y</u>	<u>Y</u>
<u>DC_Order_Time</u>	<u>Time discharge order was written</u>	<u>Numeric – military time</u>	<u>Y</u>	<u>Y</u>

Hospital Patient-Level Records for Hospitalist Patients (continued)

<u>Field Name</u> <u>(Header)</u>	<u>Description</u>	<u>Format</u>	<u>Baseline</u> <u>Data</u>	<u>Required</u>
<u>DC_Dispo_Code</u>	<u>Patient discharge location Code (e.g., home, SNF)</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>DC_Dispo_Defin</u>	<u>Patient discharge location (e.g., home, SNF) definition</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>Discharge_Unit</u>	<u>Unit patient was discharged from</u>	<u>Text</u>	<u>Y</u>	<u>N</u>
<u>MSDRG_Code</u>	<u>Hospital assigned final MS-DRG</u>	<u>Numeric</u>	<u>Y</u>	<u>Y</u>
<u>MSDRG_Descript</u>	<u>Hospital assigned final MS-DRG description</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>APRDRG_Code</u>	<u>Hospital assigned final APR-DRG</u>	<u>Numeric</u>	<u>Y</u>	<u>N</u>
<u>APRDRG_Descript</u>	<u>Hospital assigned final APR-DRG description</u>	<u>Text</u>	<u>Y</u>	<u>N</u>
<u>ICD_1</u>	<u>Principle discharge diagnosis code</u>	<u>Numeric</u>	<u>Y</u>	<u>Y</u>
<u>ICD_2</u>	<u>Secondary discharge diagnosis code</u>	<u>Numeric</u>	<u>Y</u>	<u>Y</u>
<u>ICD_3</u>	<u>Tertiary discharge diagnosis code</u>	<u>Numeric</u>	<u>Y</u>	<u>Y</u>
<u>LengthofStay</u>	<u>Total length of stay in days</u>	<u>Numeric, 2 decimal</u>	<u>Y</u>	<u>Y</u>
<u>PtStatus_Admiss</u>	<u>Inpatient or Observation Status on Admission</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>PtStatus_Discharge</u>	<u>Inpatient or Observation Status on Discharge</u>	<u>Text</u>	<u>Y</u>	<u>Y</u>
<u>ICU_Stay</u>	<u>Patient was in the ICU during this stay</u>	<u>Y/N</u>	<u>Y</u>	<u>N</u>
<u>ConsultPhys1</u>	<u>NPI/Name of consulting physician</u>	<u>Text</u>		<u>N</u>
<u>ConsultPhys1_Spec</u>	<u>Consulting Physician1 Speciality</u>	<u>Text</u>		<u>N</u>
<u>ConsultPhys2</u>	<u>NPI/Name of consulting physician</u>	<u>Text</u>		<u>N</u>
<u>ConsultPhys2_Spec</u>	<u>Consulting Physician2 Speciality</u>	<u>Text</u>		<u>N</u>
<u>ConsultPhys3</u>	<u>NPI/Name of consulting physician</u>	<u>Text</u>		<u>N</u>
<u>ConsultPhys3_Spec</u>	<u>Consulting Physician3 Speciality</u>	<u>Text</u>		<u>N</u>

<u>Cost_Total</u>	<u>Total direct cost for stay</u>	<u>Currency</u>	<u>Y</u>	<u>Y</u>
<u>Cost_Direct_Radiol</u>	<u>Radiology only direct cost for stay</u>	<u>Currency</u>	<u>Y</u>	<u>Y</u>
<u>Cost_Direct_Pharm</u>	<u>Pharmacy only direct cost for stay</u>	<u>Currency</u>	<u>Y</u>	<u>Y</u>
<u>Cost_Direct_Lab</u>	<u>Lab only direct cost for stay</u>	<u>Currency</u>	<u>Y</u>	<u>Y</u>

Patient Level Data File Naming Convention

Facility ID Abbreviated Facility Name ptlvl MMYYY

<u>File Name Definition</u>	<u>Notes</u>
<u>Facility ID</u>	<u>To be provided by Sound Physicians</u>
<u>Abbreviated Facility Name</u>	
<u>Ptlvl</u>	<u>Used to differentiate type of data file (e.g., patient level)</u>
<u>MMYY</u>	<u>Month and Year data represents (e.g., 0414 = Apr 2014)</u>
<u>Example</u>	<u>0234 SRMC ptlvl 0414.xls</u>

Quality Measures

Sound data contact: _____

_____ Name _____ Email _____ Phone _____

Hospital data contact: _____

_____ Name _____ Email _____ Phone _____

Below are the measures which can be impacted by Sound hospitalists. Please provide either monthly or quarterly performance results specific to the Sound hospitalist team.

<u>Diagnosis</u>	<u>Measure</u>	<u>Intervention</u>	<u>Numerator</u>	<u>Denominator</u>	<u>Percent</u>	<u>Required</u>
<u>AMI</u>	<u>AMI-1</u>	<u>Aspirin at arrival</u>				<u>Y</u>
	<u>AMI-2</u>	<u>Aspirin at discharge (Joint Commission only)</u>				<u>Y</u>
	<u>AMI-3</u>	<u>ACEI/ARB for LVSD</u>				<u>Y</u>
	<u>AMI-5</u>	<u>Beta-blocker at discharge</u>				<u>Y</u>
	<u>AMI-10</u>	<u>Statin prescribed at discharge (Joint Commission only)</u>				<u>Y</u>
<u>HF</u>	<u>HF-2</u>	<u>Evaluation of LVSE</u>				<u>Y</u>
	<u>HF-3</u>	<u>ACE-I or ARB for LVSD</u>				<u>Y</u>
<u>PN</u>	<u>PN-3A</u>	<u>Blood cultures within 24 hours for patients transferred or admitted to ICU within 24 hours (Joint Commission only)</u>				<u>Y</u>
	<u>PN-6</u>	<u>Appropriate initial abx</u>				<u>Y</u>
<u>STK</u>	<u>STK-1</u>	<u>VTE Prophylaxis</u>				<u>Y</u>
	<u>STK-2</u>	<u>Antithrombotic at discharge</u>				<u>Y</u>
	<u>STK-3</u>	<u>Anticoagulation for Afib/flutter</u>				<u>Y</u>
	<u>STK-5</u>	<u>Antithrombotic by end of day 2</u>				<u>Y</u>
	<u>STK-6</u>	<u>Statin at discharge</u>				<u>Y</u>
	<u>STK-8</u>	<u>Stroke education</u>				<u>Y</u>
	<u>STK-10</u>	<u>Rehab assessment</u>				<u>Y</u>
<u>Global Immunization</u>	<u>Influenza vaccination</u>	<u>Influenza vaccination</u>				<u>Y</u>

<u>Surgical Care Improvement Project (SCIP) (for co-mgmt sites)</u>	<u>SCIP INF-3</u>	<u>Prophylactic antibiotics discontinued within 24 hours after surgery end time (48 hours for cardiac surgery)</u>				<u>N</u>
	<u>SCIP INF-4</u>	<u>Cardiac surgery patients with controlled 6AM postoperative serum glucose</u>				<u>N</u>
	<u>SCIP INF-9</u>	<u>Postoperative urinary catheter removal on post operative day 1 or 2 with day of surgery being day zero</u>				<u>N</u>
	<u>SCIP Card-2</u>	<u>Surgery Patients on a Beta Blocker prior to arrival who received a Beta Blocker during the perioperative period</u>				<u>N</u>

Quality Measures (continued)

<u>Diagnosis</u>	<u>Measure</u>	<u>Intervention</u>	<u>Numerator</u>	<u>Denominator</u>	<u>Percent</u>	<u>Required</u>
	<u>SCIP-VTE-2</u>	<u>Surgery patients who received appropriate VTE prophylaxis within 24 hours pre/post surgery</u>				<u>N</u>
<u>VTE</u>	<u>VTE-1</u>	<u>VTE prophylaxis</u>				<u>Y</u>
	<u>VTE-2</u>	<u>ICU VTE prophylaxis</u>				<u>Y</u>
	<u>VTE-3</u>	<u>VTE patients with anticoagulation overlap therapy</u>				<u>Y</u>
	<u>VTE-4</u>	<u>Patients receiving unfractionated heparin with doses/labs monitored by protocol</u>				<u>Y</u>
	<u>VTE-5</u>	<u>VTE discharge instructions</u>				<u>Y</u>
	<u>VTE-6</u>	<u>Incidence of potentially preventable VTE</u>				<u>Y</u>

Healthcare-Acquired Conditions

For the following healthcare-acquired conditions, please provide the hospital's overall performance and Sound Physician team's specific numerator.

<u>Measure</u>	<u>Sound Specific HAC</u>	<u>Hospital Overall (Exclude Peds/OB)</u>			<u>Required</u>
		<u>Numerator</u>	<u>Denominator</u>	<u>Rate per 1,000</u>	
<u>Central line associated bloodstream Infection</u>	<u># Sound pts with CLABSI</u>	<u># pts with CLABSI</u>	<u>Total Central Line Days</u>		<u>Y</u>
<u>Catheter-associated urinary tract infection</u>	<u># Sound pts with CAUTI</u>	<u># pts with CAUTI</u>	<u>Total Urinary Catheter Days</u>		<u>Y</u>
<u>MRSA bacteremia</u>	<u># Sound pts with MRSA</u>	<u># pts with MRSA</u>	<u>Total Patient Days</u>		<u>Y</u>
<u>Clostridium difficile</u>	<u># Sound pts with C-Dif</u>	<u># pts with C-Dif</u>	<u>Total Patient Days</u>		<u>Y</u>

Number of total Sound discharges for time period being measured. Excludes Pediatric and Obstetric patients.

Data File Naming Conventions (QM and HAC)

Monthly: Facility ID Abbreviated Facility Name QM MMY

Facility ID Abbreviated Facility Name HAC MMY

Quarterly: Facility ID Abbreviated Facility Name QM #QY

Facility ID Abbreviated Facility Name HAC #QY

<u>File Name Definition</u>	<u>Notes</u>
<u>Facility ID</u>	<u>To be provided by Sound Physicians</u>
<u>Abbreviated Facility Name</u>	
<u>QM or HAC</u>	<u>Used to differentiate type of data file. QM = Quality Measures and HAC = Healthcare-Acquired Conditions</u>
<u>MMY</u>	<u>Use for monthly file sends. Indicates Month and Year data represented in the data set (e.g., 0414 = Apr 2014)</u>
<u>#QY</u>	<u>Use for quarterly file sends. Indicates Quarter and Year represented in the data set (e.g., 2Q14 = Quarter 2 of 2014)</u>

<u>Examples</u>	<u>0234 SRMC QM 0414</u> <u>0234 SRMC HAC 2Q14</u>
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Patient Experience of Care (HCAHPS)

Sound data contact: _____

_____ Name _____ Email _____ Phone _____

Hospital data contact: _____

_____ Name _____ Email _____ Phone _____

Patient experience research vendor: _____

Is Sound able to have login/access to this vendor's site to access reports? ☐ Yes ☐ No

Please provide the following data on a monthly or quarterly basis for the Sound hospitalist team. Filter by Discharging Physician if possible, Attending Physician only if Discharging Physician is not available.

Note: As an alternative, you may simply provide the vendor report filtered by Sound Physicians with these indicators (e.g., top box % for each, sample size) included in the report, or provide an account for Sound Physicians to access the vendor database to pull the reports.

<u>Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) Questions</u>	<u>Percent</u>	<u>Sample Size</u>	<u>Quarter and Year</u>	<u>Required</u>
<u>Communication with doctors (% Always)</u>				<u>Y</u>
<u>How often did doctors treat you with courtesy and respect? (% Always)</u>				<u>Y</u>
<u>How often did doctors listen carefully to you? (% Always)</u>				<u>Y</u>
<u>How often did doctors explain things in a way you could understand? (% Always)</u>				<u>Y</u>
<u>Overall Rating of Hospital (combined % of 9 or 10)</u>				<u>N</u>

Data File Naming Conventions (HCAHPS)

Monthly: Facility ID_Abbreviated Facility Name_QM_MMY

Quarterly: Facility ID_Abbreviated Facility Name_HCAHPS_#QYY

<u>File Name Definition</u>	<u>Notes</u>
<u>Facility ID</u>	<u>To be provided by Sound Physicians</u>
<u>Abbreviated Facility Name</u>	
<u>HCAHPS</u>	<u>Used to differentiate type of data file.</u>
<u>MMYY</u>	<u>Use for monthly file sends. Indicates Month and Year data represented in the data set (e.g., 0414 = Apr 2014)</u>
<u>#QYY</u>	<u>Use for quarterly file sends. Indicates Quarter and Year represented in the data set (e.g., 2Q14 = Quarter 2 of 2014)</u>
<u>Example</u>	<u>0234_SPMC_HCAHPS_2014</u>

30 Day Readmission Rate Data

For the following fields, please provide the group's overall performance. This is a one-time request for baseline only.

<u>Measure</u>	<u>Hospitalist only</u>	<u>Medical only, excluding peds</u>	<u>Exclude OB/Gyn and Peds</u>	<u>Overall Hospital</u>
<u>PROVIDE DATA IN 1 OF THESE 4 COLUMNS</u>				
<u>All cause 30 day readmission rate</u>				
<u>CHE</u>				
<u>AMI</u>				
<u>PNA</u>				
<u>COPD</u>				

Secure File Transfer Protocol

Please coordinate the method of transfer with Sound's data contact identified below. Should you prefer to use Sound's secure FTP site, please see specific instructions below.

Sound data contact: _____

_____ Name _____ Email _____ Phone _____

Hospital data contact: _____

_____ Name _____ Email _____ Phone _____

File Transfer Method: _____

Sending files via Sound Physicians' Secure FTP Site

Data may be transferred to Sound's secure FTP site using any appropriate software package. Sound will create a username and password for use with site. The following is the basic setup information.

1. Site name: (defined by Sound)
2. Host : securefiles.soundphysicians.com
3. Protocol : FTP-ES File Transfer Protocol
4. Encryption: Require explicit FTP over TLS
5. Logon Type : Normal
6. User : <Your username received from Sound>
7. Password : <Your password received from Sound>

Please coordinate the method of transfer with Sound's data contact identified below.

Sound data contact: _____

_____ Name _____ Email _____ Phone _____

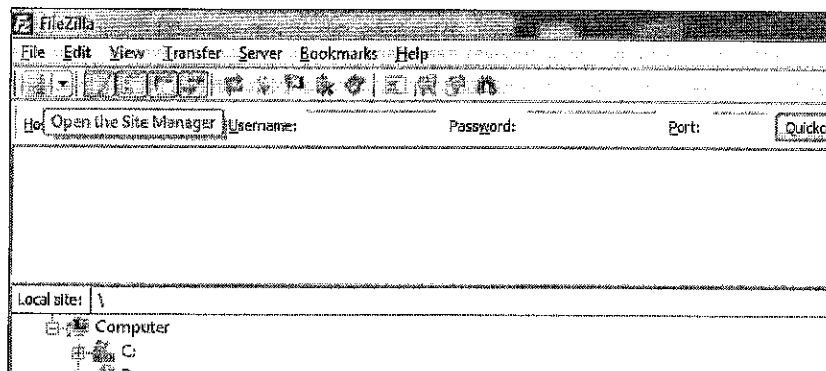
Hospital data contact: _____

_____ Name _____ Email _____ Phone _____

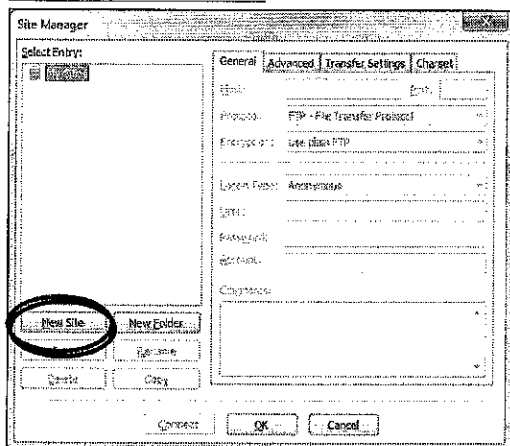
Setting up FileZilla:

Note: FileZilla is optional. If other software is used, it must support the protocol and encryption noted under steps 3 and 4 above.

1. Click on the Open Site manager button in the upper left hand corner

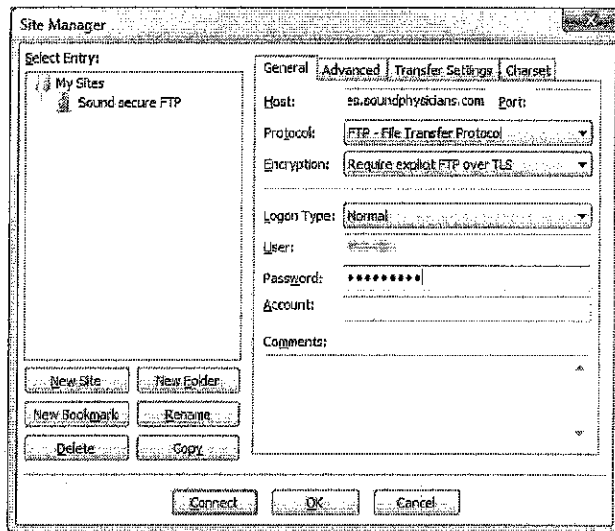


2. Click New Site Button



3. Enter in the following on the General tab:
 - a. Site name: (defined by Sound)
 - b. Host : securefiles.soundphysicians.com
 - c. Protocol : FTP – File Transfer Protocol
 - d. Encryption: Require explicit FTP over TLS
 - e. Logon Type : Normal
 - f. User : <Your username received from Sound>

g. Password : <Your password received from Sound>



4. Click Connect to be connected to the FTP server.

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Debbie Faulkner**

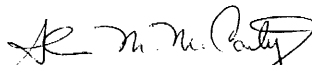
Name of Contractor(s): **Sound Physicians Medical Group, Inc., dba Sound Physicians of California**

Street Address or P.O. Box: **1123 Pacific Avenue**

City, State, Zip Code: **Tacoma, WA 98402**

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

Secretary

Date:

October 1, 2014

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."