PHYSICIAN SERVICES AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
AND GALEN INPATIENT PHYSICIANS, INC.

This Agreement is entered into effective June 1, 2012 ("Effective Date"), by and the County of Santa Clara, political subdivision of the State of California ("County") and Galen Inpatient Physicians, Inc. ("Contractor") to provide inpatient hospitalist services to Santa Clara Valley Medical Center ("SCVMC"). Contractor and County may be referred to individually as “Party” and collectively as “Parties.”

REQUITALS

WHEREAS, the County is engaged in the provision of medical services, including inpatient physician services, through Santa Clara Valley Medical Center.

WHEREAS, the County desires the assistance of certain Physicians or Physician group who can provide specialized services at SCVMC for its patients.

WHEREAS, the Contractor is a firm with the expertise and resources to provide the required physician staffing services and is willing to make the Physicians available to the County on the terms set forth below;

NOW THEREFORE, the parties hereby agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years. Upon expiration of this initial term, the County at its sole discretion shall have the option to renew for up to two (2) additional terms of one year each unless terminated in accordance with Section 5.

2. RESPONSIBILITIES AND DUTIES OF CONTRACTOR

2.1 Contractor agrees to provide the County all services as set forth in the Scope of Services, Exhibit A, attached hereto and incorporated herein by reference. For purposes of this Agreement, Contractor, or, if Contractor is a medical group, Contractor’s Physicians who provide or will provide services under this Agreement shall also be referred to as “Physicians.” Contractor shall ensure that Contractor’s Physicians comply with all obligations imposed on Physicians hereunder.

2.2 Physicians shall comply with any and all federal, state, and local laws and regulations applicable to the provision of or payment for Contracted Services, including, but without limitation, laws relating to regulation and licensure of physicians, as well as standards and requirements of the California Medical Board, California Medical Association, and other organizations that have established standards applicable to the provision of the Contracted Services.

2.3 Contractor and Contractor’s Physicians performing services under this Agreement shall meet Expectations for Performance as outlined in the contractual agreement and shall comply with the provisions of the governing
instruments of SCVMC, including, without limitation, the SCVMC rules and regulations, the Practitioner Code of Conduct, Peer Review Processes including Ongoing Professional Practice Evaluation (OPPE) / Focused Professional Practice Evaluation (FPPE), Conflict Management, and Medical Staff Bylaws as each may be amended from time to time, and such policies, procedures and protocols related to provision of the Contracted Services, as may from time to time be established, including any quality assurance and utilization review policies. Such instruments, policies, procedures, and protocols ("Policies") may be amended from time to time by SCVMC without prior approval of Contractor. Contractor and Contractor's Physicians performing services under this Agreement will read and abide by SCVMC Policies and Contractor certifies that Contractor's Physicians will be properly oriented to SCVMC's Policies.

2.4 Contractor's Physicians shall participate in appropriate Peer Review Processes including OPPE and when indicated FPPE for all Physicians performing services under this Agreement in addition to any Peer Review that may be done by SCVMC, and shall seek input from the SCVMC Medical Staff when conducting such Peer Review.

2.5 At all times during the term of this Agreement, Physicians shall maintain appropriate skills, competency, and obtain continuing education commensurate with physicians providing the type of services that are being provided hereunder. Contractor shall provide County annually with documentation evidencing that the standards set forth in this Section 2.5 have been met.

2.6 At all times during the term of this Agreement, Contractor shall comply and ensure that Contractor's Physicians, if any, comply with all credentialing, proctoring and contracting requirements of each third party payor with which County contracts or in the future may contract for the provision of Contracted Services, including, without limitation, any provider agreement with any insurance company, employer, governmental agency, HMO, PPO, IPA or other third party payor, provided that the Contractor has been properly notified of any and all requirements in a timely manner and appropriate time in order to comply with all requirements as given.

2.7 Contractor acknowledges that SCVMC is accredited by The Joint Commission (TJC). Contractor's performance under this Agreement shall comply with all applicable TJC standards. Contractor certifies that Providers who are to provide services to patients at SCVMC are properly oriented to SCVMC policies and procedures, maintain appropriate skills, competency, and continuing education commensurate with the current job duties. Further, Contractor agrees to cooperate with and/or participate in any TJC review or survey as requested by the County and/or The Joint Commission at no cost to Contractor.

2.8 The Parties acknowledge and agree that only Physicians shall practice medicine. Physicians shall retain the exclusive authority to direct the method, means and scope of the practice of medicine in connection with its provision of Contracted Services. The Contractor's Physicians shall use his/her professional judgment when providing care and treatment for SCVMC patients under this Agreement.
2.9 Physicians shall timely and accurately complete records of the Contracted Services performed by them hereunder. All medical records shall be maintained by County. Subject to all laws related to the confidentiality of medical records, Contractor shall have access to and the right to make copies of, at Contractor’s sole expense, all medical records for any proper purpose related to the performance of Contracted Services hereunder.

2.10 Contractor shall be solely responsible for the costs associated with the Physicians obtaining and maintaining privileges at SCVMC and being credentialed for health care plans with which the County contracts.

2.11 Contractor shall ensure that Physicians performing services under this Agreement have successfully met and continue to meet the requirements set forth in Santa Clara Valley Medical Center Infection Prevention Requirements as set forth in Exhibit F or thereafter modified.

3. CERTIFICATION OF PHYSICIANS PROVIDING SERVICES

3.1 Contractor certifies that each Physician: (a) is a physician duly licensed to practice medicine in the State of California without restriction; (b) holds a current and valid DEA Certificate; and (c) has medical staff privileges at SCVMC. In addition, Contractor certifies that each Physician: (a) is in good standing with the Medical Board of California; (b) has not been subject to any disciplinary action or investigation by any medical licensing authority, medical staff or other professional medical organization; (c) has not been convicted of a criminal offense related to health care; (d) has not been subject to any civil governmental action related to health care; and (e) has not been excluded from or is not otherwise ineligible for participation in any federal or state funded health care program. Contractor represents that it has performed an appropriate screen of the Physicians, prior to making these certifications, and that it will screen all new Physicians who will provide Contracted Services under this Agreement. If any of these certifications ceases to be true, Contractor shall provide prompt notice to County of such.

3.2 Contractor agrees that if a criminal charge or civil or administrative action related to health care is brought, exclusion from a federal or state health care program is sought, or a disciplinary action or investigation commenced by a licensing authority, the Medical Board, Medicare program, Medi-Cal program, medical staff or other professional medical organization against any Physician ("Proceeding"), Contractor will provide prompt notice to County of such Proceeding. The Physician involved in the Proceeding may, at County’s discretion, be removed from any responsibility for or involvement in the provision of Contracted Services under this Agreement during the pendency of such Proceeding.

3.3 In the context of Section 3.2, the requirement of "prompt notice" means that a written report shall be submitted at the earliest date reasonably possible, but in no event more than forty-eight (48) hours after Contractor learns of such Proceeding.
3.4 Contractor shall read and abide by the requirements of the SCVMC Compliance Program, Code of Conduct, and Compliance Program Manual. Contractor, at the request of County, shall attend compliance workshops provided by SCVMC.

4. RESPONSIBILITIES AND DUTIES OF THE COUNTY

4.1 The County, at its sole expense, shall provide adequate non-physician support personnel, operating room time, equipment, facilities, medical and office space and supplies necessary for the delivery of Contracted Services (the “Resources”), which Resources Contractor acknowledges may also be used by other physicians and providers. The County shall be solely responsible for payment of the salary, Social Security benefits, Worker’s Compensation, and other employee benefits of any kind for the non-physician personnel. Non-physician personnel shall not be deemed to be employees of the Contractor or Contractor’s Physicians for any purpose.

4.2 SCVMC shall purchase and provide all expendable and non-expendable supplies and drugs reasonably necessary for the proper operation of the Service Area, in accordance with its standard requisitioning policies and practices. Contractor shall not enter into any contract on behalf of SCVMC for the purchasing, rental or other acquisition of equipment or supplies.

4.3 The County shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its obligations hereunder, including, without limitation, laws related to third-party reimbursement.

5. TERMINATION OF AGREEMENT

5.1 Upon expiration of the initial one year term, this Agreement may be terminated by either party without cause upon 180 days advance notice.

5.2 This Agreement may be terminated at any time “for cause” under the following circumstances:

i. Either party may terminate this Agreement if the other fails to keep, observe, or perform any agreement, duty, or responsibility assumed by it under this Agreement, and fails to cure such default in a reasonable manner within sixty (60) days after written notice thereof has been given;

ii. County may terminate this Agreement immediately upon written notice to Contractor, upon (1) revocation, suspension, restriction or for failure of Contractor to meet State eligibility requirement; (2) revocation, suspension, restriction or non renewal of Contractor’s Provider membership or clinical privileges by any professional medical staff provided that Contractor refuses to remove such Provider and provide a suitable replacement; (3) the cancellation, modification, reduction, or non-renewal of insurance coverage required under this Agreement; (4) the conviction of Contractor or Contractor’s Physicians of a crime related to health care, if Contractor refuses to remove and replace a Provider convicted of a health care related crime; (5) the imposition of any disciplinary action by the medical licensing authority, any medical staff, or other professional medical organization.
related to services provided under this Agreement; (6) falsification or omission of material information submitted by Contractor or Contractor's Physician in connection with this Agreement or any billing for services; (7) Contractor sanctioning by or exclusion from any federal or state funded health care program.

5.3 If either party is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of either party's insolvency, the other party may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors, insolvency, the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all of the party's duties under this Agreement.

5.4 Upon termination, County remains obligated for any previously incurred fees and expenses, that are undisputed, that remain due and owing under this Agreement.

5.5 Contractor shall cooperate with County and County’s other contractors for a reasonable period and subject to availability to ensure a smooth transition at the time of termination or expiration of this Agreement, regardless of the nature or timing of the termination or expiration.

All finished deliverables prepared by Contractor for delivery to the County under this Agreement shall become the property of the County upon full and final payment of amounts due Contractor therefore and shall be immediately delivered to the County upon such payment. Contractor shall return to County all County assets or information in Contractor's possession.

5.6 If in SCVMC's good faith opinion, Contractor's performance of the Contracted Services fails to comply with the requirements of this Agreement, including quality of care standards, SCVMC may notify Contractor in writing of such failure, which shall constitute notice of default for purposes of Section 5.3. Contractor shall use all reasonable efforts to resolve the performance failure as soon as possible or replace the Provider with another Provider who meets the qualifications set forth in this Agreement and who is reasonably satisfactory to SCVMC. If SCVMC reasonably determine that patient safety is at risk, the Provider will not be eligible to provide services under this Agreement until the performance failure is resolved or the Provider is replaced.

6. INSURANCE

Without limiting Contractor's indemnification of the County pursuant to Section 7, Contractor shall provide and maintain, at its own expense, insurance policies with the coverage requirements and provisions set out in Exhibit D, which is attached hereto and incorporated herein by this reference.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless County its Board of Supervisors, officers, directors, trustees, employees and agents (together "Employees
and Agents”), from any claim, liability, or loss, including reasonable attorneys’ fees, arising out of acts or omissions of the Contractor in connection with this Agreement. The parties will cooperate with each other in the investigation and disposition of any claim arising out of the activities of the Agreement, provided that nothing will require either party to disclose any documents, records or communications which are protected under the peer review privilege, the attorney-client privilege, or the attorney work-product privilege. The provisions of this section will survive the termination of this Agreement.

Contractor agrees to be responsible for, and defend, indemnify and hold harmless the County for any reportable breach by Contractor of its privacy or security obligations under this Agreement, including any fines and assessments that may be made against SCVMC or Contractor for any privacy breaches or late reporting.

8. COMPENSATION

In consideration of the Contracted Services provided to County by Physicians, the County shall pay Contractor for all undisputed charges in accordance with the compensation schedule described in Exhibit C. The maximum compensation paid to Contractor pursuant to this Agreement shall not exceed $2,900,000 annually inclusive of expenses as described below. The County will not pay any cost or charge that is not delineated in this Agreement.

Contractor has the sole and exclusive responsibility for payment of compensation to all Physicians performing services under this Agreement. The County shall not pay and shall have no responsibility to pay salary, social security, workers compensation, or other employee benefit of any kind to Physicians.

9. PAYMENTS

9.1 Contractor shall submit to County each month a contractor invoice, in the form acceptable to the County, for services provided as outlined in Exhibit A, titled Scope of Services. Invoices shall include: itemized list of Providers who provided services, rate of pay, and the dates and hours of services during the immediately preceding calendar month. Invoices shall be sent to the following address:

SCVMC Ambulatory Care
Attention: Contracts Unit
County of Santa Clara
2325 Enborg Lane, Suite 320
San Jose, CA 95126

9.2 Payment by County shall be due net forty-five (45) days after County has an approved invoice. If the County makes payments using electronic transfer of funds, payments made to the payee’s bank account with a financial institution will be deemed to have been made when the funds are transferred by the County and Contractor has confirmed electronic receipt via industry standard means and technology.

9.3 Payment by County for services rendered by Contractor is subject to review and acceptance of the services by the County. If County fails to provide such
notification within the acceptance period such task/deliverables shall be deemed accepted by the County. The Chief Executive Officer, SCVMC, shall approve invoice or portion of invoice for payment and forward for processing. Any portion of invoice not approved for payment, may be resubmitted with next cycle following completion of agreed upon additional work.

10. BUDGETARY CONTINGENCY

This Agreement is contingent on the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for purposes of this Agreement, the County and Contractor each has the option to either terminate this Agreement with no liability to the party or to negotiate an amendment to the Agreement.

11. CHARGES

County shall set any and all charges related to Contracted Services provided under this Agreement at SCVMC or any County Facility.

12. BILLING

12.1 The County shall have the sole and exclusive right to bill and collect for all fees associated with Contracted Services.

12.2 Contractor shall and hereby does assign to the County all of the Contractor's rights, if any, to monies due for Contracted Services rendered by Contractor to patients of the County under this Agreement. Contractor shall also require each Contractor’s Physician to assign to County all of his or her rights, if any, to monies due for Contracted Services rendered by the Contractor’s Physician to the patients of County under this Agreement. As an express condition to County’s making payments to Contractor under Section 8.1, each Physician shall execute separate assignment to the County in the form attached hereto as Exhibit E. Any Physician who fails to execute such assignment is prohibited from providing Contracted Services on behalf of County. Contractor shall, and shall ensure that each Contractor’s Physician shall, cooperate fully with the County in facilitating such billing and collections, including completion of all necessary forms.

12.3 Under no circumstances shall Contractor or any of Contractor's Physicians bill patients or any third party payors for Contracted Services provided to patients of the County under this Agreement.

13. INTENT OF PARTIES

It is not the intent of either Contractor or the County that any payments made under this Agreement be in return for the referral of patients or ongoing business, if any, or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing, ordering or arranging of any item or service. All payments specified in this Agreement are consistent with what the parties reasonably believe to be fair market value for the Contracted Services to be provided.
14. THIRD-PARTY BENEFICIARIES

The obligations created by this Agreement shall be enforceable only by the parties hereto, and no provision of this Agreement is intended to, nor shall any provision be construed to, create any rights for the benefit of or enforceable by any person to whom services are provided, by a Contractor’s Physician or by any other third party.

15. DISPUTE RESOLUTION

15.1 All disputes arising in connection with the performance by any party under this Agreement shall be subjected to the provisions of this Section 15. Time is of the essence in the resolution of disputes. The parties shall act immediately to resolve informally such disputes.

15.2 If the parties, through their respective authorized designees, cannot mutually resolve a dispute within seven (7) days after written notification by any party to the other parties of the existence of such dispute, then the following procedure shall apply:

(i) Each party shall appoint one person to act as an impartial mediator in an attempt to resolve such dispute. Each of the mediators shall have sufficient knowledge and experience to understand such dispute but shall not be a person who performs services under the Agreement. The mediators shall be known as the Dispute Resolution Group.

(ii) The Dispute Resolution Group shall convene at SCVMC, or at another location agreeable to all parties, not later than twelve (12) days following notification of the existence of such dispute and shall meet for a maximum of four (4) four-hour sessions during the subsequent seven (7) business days in an attempt to reach a resolution of such dispute which is acceptable to the parties. At such sessions, the Dispute Resolution Group may allow the parties to present arguments and other information regarding such dispute. Legal counsel shall be permitted to present arguments.

(iii) In the event that at such sessions, the Dispute Resolution Group fails to reach a resolution of such dispute, which is acceptable to all parties, then each party, may assert its other rights and remedies as provided under this Agreement, or provided by law.

(iv) Each party shall bear its own costs of mediation, including the cost of the arbitrator appointed by that party.

15.3 Nothing in this Section 15 is intended to delay either party’s right to suspend, cancel or terminate the Agreement, in accordance with applicable provisions herein.

16. EQUAL OPPORTUNITY REQUIREMENTS

The County is an equal opportunity employer. Contractor shall comply and ensure that Contractor’s Physicians, if any, comply with all applicable federal, state, and local laws
and regulations including the County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; Sections 503 and 504 of The Rehabilitation Act of 1973; and Sections 1101, and 1102 of the California Labor Code. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Contractor shall not discriminate and shall ensure that Contractor's Physicians, if any, shall not discriminate in provision of Contracted Services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

17. ACCESS TO BOOKS AND RECORDS

If, and to the extent that, Section 1861 (v)(l)(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(l)(l)) is applicable, Contractor shall maintain such records and provide such information to County, to any payor who contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records, and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the cause giving rise to the termination.

18. STATE AND COUNTY AUDIT RIGHTS

18.1 Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of $100,000 shall be subject to audit by the State Auditor. Additionally, all payments made under this Agreement shall be subject to an audit at the County's option, and shall be adjusted in accordance with said audit. Adjustments which are found necessary as a result of auditing may be made from current billings. Contractor will provide County with the right to audit Contractor's books and records as such books and records pertain to the provision of services to the County pursuant to this Agreement.

18.2 Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set for in County audits. Contractor shall pay to County the full amount determined to be due as a result of County audit exceptions. This provision is in addition to other inspection and access rights specified in this Agreement.
19. **STATUS OF PARTIES AS INDEPENDENT CONTRACTORS**

This Agreement is by and between independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and Contractor. Contractor, its agents, or employees shall not have any claim against County for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, unemployment benefits, or employee benefits of any kind.

20. **DATA OWNERSHIP, CONFIDENTIALITY AND HIPAA COMPLIANCE**

20.1 Any information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of County except as may otherwise be required by law. Contractor shall not, without County's written permission consent, use or disclose County information or data other than in the performance of its obligations under this Agreement.

20.2 During the term of its Agreement and any mutually agreed upon extension thereof, Contractor shall use every effort to (1) require authorized user to enter user identification codes and passwords prior to gaining access to the County data, and (2) control access by any end user to County data.

20.3 If any County data is lost or damaged due to the negligent acts or omissions of Contractor while working in any Information Systems such as Electronic Medical Record, Contractor shall use every effort to assist in replacing or regenerating such data at no additional cost to County.

20.4 All patient information shall be treated as confidential by Contractor. County employee information, financial information and proprietary information are also confidential. Contractor shall ensure that Contractor's Physicians shall comply with the terms set forth in Exhibit G, Security and Confidentiality Agreement, which is attached hereto and incorporated herein by reference.

20.5 County will permit Contractor and the authorized representatives of Contractor, during normal business hours and as often as reasonably requested, to visit and inspect at the expense of Contractor, books, records and, subject to all applicable laws related to the confidentiality of medical records, all records of patients treated by Contractor's Physicians, for purposes of monitoring the quality and amount of professional services rendered by one or more of Contractor's Physicians pursuant to this Agreement. Subject to all applicable laws related to the confidentiality of medical records, Contractor will have the right to make copies of, at Contractor's sole expense, all medical records of patients treated by Contractor's Physicians for any purpose related to the performance of Contracted Services hereunder and permitted by law.

20.6 The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Privacy Regulations promulgated there under establish certain rights, obligations and duties in relation to the use and disclosure of individually identifiable health information. County shall ensure that its Notice of Privacy Practices, required under the HIPAA Privacy Regulations, meets all of the applicable requirements for notices of privacy practices set forth.
in the HIPAA Privacy Regulations. County acknowledges and represents that its Notice of Privacy Practices will cover Contractor's Physicians and that the Physicians will be subject to all of County's policies and procedures related to complying with HIPAA and the HIPAA Privacy Regulations and will be adequately trained in the requirements of such policies. County further represents that it will maintain the designated record set, as that term is defined in HIPAA and the HIPAA Privacy Regulations, for all Contracted Services provided by the Providers pursuant to this Agreement and that it will be solely responsible for complying with the individual rights provisions under the HIPAA Privacy Regulations with respect to the designated record set.

20.7 The deliverables shall be considered works made for hire under applicable law. After full and final payment of the amounts due to Contractor for any deliverable, and to the extent necessary, Contractor shall assign to the County all rights, title and interest in and to any deliverables created for the County pursuant to this Agreement. Upon the reasonable request by the County, Contractor will provide all reasonably necessary non-financial assistance to effect such assignment. Notwithstanding the foregoing, Contractor shall retain all rights, title and interest into all know-how, processes, methodologies, and other tools used by Contractor in developing such deliverables, embedded in such deliverables or otherwise developed in connection with the provision of the services.

21. USE OF NAMES AND LOGOS

Neither party to this Agreement shall be permitted to use the other's name, logo or corporate identity for any purpose without the prior written consent of the party whose name, logo or corporate identity is to be used. If either party provides such consent, the party using the name, logo or corporate identity agrees to discontinue such use upon thirty (30) days' prior notice from the consenting party.

22. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

23. CONTRACTING PRINCIPLES

23.1 The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the County, constitute cause for the termination of the contract. Contractor shall be provided with at least thirty (30) days notice of any intended termination on the grounds of noncompliance with this Section, and the opportunity to respond and discuss the County's intended action.

23.2 This Agreement is a Type I service contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:
Contractor shall, during the term of this Agreement, comply with all applicable federal, state, and local rules, regulations and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the Agreement. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement.

24. NOTICES

All notices required by this Agreement shall be deemed given when in writing and delivered personally or five days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address or addresses set forth below or on such other address as the party may provide to the other party in writing:

TO CONTRACTOR
Prentice Tom, MD
Galen Inpatient Physicians, Inc
2100 Powell Street, Suite 980
Emeryville, CA 94608

TO COUNTY
Linda Smith, Chief Executive Officer
Santa Clara Valley Medical Center
751 So. Bascom Avenue, Room # 7C116
San Jose, CA 95128

25. FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party’s employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances. In the event County determines that County facilities have been entirely or substantially destroyed by any of the above, this Agreement may be terminated by either party upon ten (10) days written notice to the other.

26. BEVERAGE NUTRITIONAL CRITERIA

Contractor shall not use County funds to purchase beverages that do not meet the County’s nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.
27. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

28. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of Contractor and its successors and assigns, and upon the County and its successors and assigns.

29. GOVERNING LAW

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Venue for all purposes shall be Santa Clara County.

30. NON-ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the specific written consent of both parties.

31. AMENDMENTS

This Agreement and each Exhibit to this Agreement may be amended only by a written instrument signed by the parties.

32. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, represents the entire Agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

33. COUNTERPARTS

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

34. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
35. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement in duplicate.

COUNTY OF SANTA CLARA:  

George Shirakawa, President  
Board of Supervisors  

Date: MAY 22 2012

CONTRACTOR:

Prentice Tom, MD  
President, Galen Inpatient Physicians

Date: APRIL 30 2012

ATTEST

Lynn Regadanz  
Interim Clerk of the Board of Supervisors

Date: MAY 22 2012

APPROVED AS TO FORM AND LEGALITY

Jennifer Sprinkles  
Deputy County Counsel

Date: 5/17/12

EXHIBITS INCORPORATED INTO THIS AGREEMENT:

Exhibit A – Scope of Services  
Exhibit B - Physicians  
Exhibit C – Compensation  
Exhibit D – Insurance Requirements  
Exhibit E – Reassignment of Benefits  
Exhibit F – Infection and Prevention Manual  
Exhibit G – Security and Confidentiality Agreement
EXHIBIT A

SCOPE OF SERVICES
Galen Inpatient Physicians, Inc.

Service Requirements/Provision
1. Contractor shall provide a dedicated team of hospital-based physicians to deliver medical care in the areas of (listed by priority):
   a. Acute Admissions Unit when the Medical Day Time Team or Night Float Team reaches maximum capacity for the unit
      i. Contractor will be flexible and meet the needs of the hospital by providing additional services as requested by SCVMC.
   b. Clinical Decision Area, currently Medical Short Stay Unit (MSSU) and overflow in the event the Medicine team reaches maximum capacity for the unit
      i. Contractor will work with Hospitalist Team to accommodate overflow experienced by Medicine team.
   c. Observation and follow up to 48 hours (i.e. 1-2 days Stay)
      i. Contractor will continue to follow, work up, and have appropriate disposition up to 48 hours. Contractor will work closely with County to determine whether they meet InterQual criteria for acute inpatient admission.
   d. Medicine Observation Unit
      i. Contractor will provide a dedicated hospitalist on a 24 hour by 7-day basis to manage SCVMC's 12-bed observation unit.

2. Contractor shall provide a minimum of 48 hours of Physician coverage on site at SCVMC on a 24 hour by 7-day basis. Sample daily shift schedule can include:
   • 7am-7pm observation Physician (12 hours)
   • 7am-7pm inpatient Physician (12 hours)
   • 10am-10pm swing shift (12 hours)
   • 7pm-7am night shift (12 hours)

   Contractor shall also provide one additional Physician three times per week from 7pm to 11pm, as needed. Contractor and SCVMC will cooperate to adapt the schedule to meet the changing needs of the hospital.

3. The Contractor's Physicians are to be physically available in the Emergency Department (ED) for evaluation of specific patients. Contractor will be available to evaluate specific patients at the request of the ED Physician if there are any questions whether the patient is appropriate for observation or acute inpatient status, or be safely discharged from the ED.

4. Contractor's Physicians shall also provide in-patient medicine contracted services assigned by the Chair of the Department of Medicine ("Chair") to County patients and shall complete all documentation required by the County, including without limitation medical record documentation, charts, transcriptions, reports, and charge/billing tickets process required by the County, as scheduled by the Chair throughout the term of this Agreement as follows:
A. Definitions:

1. Observation Encounter:
   An outpatient encounter occurs when a Contractor’s Physician is assigned a patient by the Emergency Department MD, Clinic Attending MD, County Lead Hospitalist, or the Medical Administrator On Call ("MAOC") for outpatient services.

2. Inpatient Encounter:
   An inpatient encounter occurs when a Contractor’s Physician is assigned a patient by the Emergency Department ("ED") MD, County Lead Hospitalist, designee, or County MAOC, for whom the Contractor Physician will provide inpatient services until the patient is discharged. Medical Short-Stay Unit ("MSSU") patients may be observation or in-patients.

B. Contractor Responsibilities:

1. Contractor’s Physicians will consult on patients in the ED to assess if the patient is appropriate for MSSU, observation, acute admission, floor inpatient admission or discharge and will work with the ED physician, Preauthorization Utilization Review Coordinator ("PURC"), and if necessary County Lead Hospitalist to make this decision. If a patient is observed and a decision is made to discharge the patient, the contractor’s physicians will assist the ED in discharging the patient including arranging for outpatient follow-up or disposition.

2. The Contractor’s Physicians are responsible for arranging outpatient follow up and disposition of patients admitted in the MSSU. Labs that are pending at discharge should be followed by the MSSU physician until hand off can occur to an outpatient provider.

3. The Contractor’s Physicians shall communicate with the patient’s outpatient Primary Care Provider via email or verbally upon discharge informing them of what tests have been scheduled and what labs need to be followed.

C. Clinical Decision Area currently MSSU:

1. Assume primary responsibility for admission to the Clinical decision Unit, currently MSSU, on-going evaluation, and discharge of all patients assigned to Contractor’s Physicians in the MSSU on a 24 hour by 7-day basis. Transitional Care Neurosurgery Unit ("TCNU") overflow patients cared for by the County Department of Medicine who are transferred to the MSSU will remain under the care of the County Department of Medicine. Contractor duties to manage observation unit shall include:
   - Ongoing evaluation and calling the appropriate consultant when needed
   - Family conference
   - Works on patient disposition with case managers, social workers, and bedside nurses
   - Emails patients' primary care physicians a short summary of their hospital course with follow up information
2. The Contractor’s Physicians will be responsible for assuming the care of MSSU patients including Medicare observation patients and acute patients Sunday – Saturday 8am – 8am next day.

3. Contractor’s Physicians and County Lead Hospitalist, or designee, will discuss patients admitted by Contracted Physicians whose conditions deteriorate or expected length of stay is greater than 3 days and County Lead Hospitalist, or designee, will determine whether the patients should be admitted to County Department of Medicine. Each such admitted patient will be transferred to County Department of Medicine after discussion with County Lead Hospitalist or designee and will not be considered an in-patient encounter.

4. Patients admitted to MSSU by County Department of Medicine or Contractor’s Physicians whose conditions deteriorate and meet criteria for admission and are transferred to a County admitting team will not be considered in-patient encounters.

D. Inpatients:
1. At the request of the County Lead Hospitalist or On-Call Department of Medicine, the Contractor’s Physicians will help with the admission of additional County in-patients if the County Medicine Service reaches its maximum limit of patients per day. Contractor will proactively call bed control and ED physicians several times a day to assess the Medicine Teams’ capacity and provide support when needed.

2. Inpatients assigned to the Contractor’s Physicians will remain on the Contractor’s Physicians’ service until patients’ discharge, transfer or termination of this Agreement.

3. The Contractor’s Physicians and County understand that the Acute Admits after the Medical Service reaches its maximum limit of patients per day is the priority responsibility of the Contractor’s Physicians and that the Contractor’s Physicians will be responsible and accept additional inpatient admissions.

4. The Contractor’s Physicians for the Inpatient night shift does not have an admission cap. Contractor will provide dedicated in-house night hospitalists who are responsive to the ED and admit patients as appropriate.

5. For patients under the Contractor’s Physicians’ care, the Contractor’s Physicians will:
   a. Complete entire History & Physical Information ("HPI") forms with medication reconciliation and appropriate follow-up notes as required including any discharges
   b. Complete set of orders, including diet, fluids, and other appropriate orders.
   c. Sign-out patients as appropriate to Contract Physician assuming care.
   d. Complete charge/billing tickets to include all of the following information:
- Patient last and Third name
- Account (Billing) number
- Medical Record number
- Date & Time of Service
- Mark appropriate level of service
- Enter appropriate 1-4 diagnoses; procedures
- Place completed charge/billing tickets in box next to MSSU
  Attending Procedure Manual in MSSU physician workroom at
  the end of each shift.

6. Contractor's Physicians shall perform the following Procedures for
   Clinical Decision Area, MSSU, and In-Patients:
   a. Perform paracentesis, central venous catheter insertion, lumbar
      puncture, and thoracentesis as indicated.
   b. If after two attempts without success, Contractor's Physicians will
      seek another Physician or Specialist.
   c. Contractor's Physicians are not expected to perform intubations.
      They must call in-house Anesthesia or Code Blue.

7. Contractor's Physicians shall perform the following additional
   responsibilities:
   a. The Contractor's Physicians shall participate in the Department of
      Medicine QI program and report to the Chairman of the
      Department of Medicine for QI issues related to patient care.
      Contractor will participate in the hospital's QA meeting once a
      month and will have internal QA meetings to share cases, review
      learning points, and provide ongoing clinical education.
   
   b. Issues related to the job performance of the Contractor's
      Physicians will be directed to the Contractor's Medical Director
      who will then communicate with County Hospitalist, Section Chief.
      County will have final approval of selection of Contractor's
      Physicians providing services. County has the option to exclude
      Contractor's Physicians, if measures are not met.
   
   c. The Contractor's Physicians may be requested to participate in
      County's graduate medical education teaching and training
      activities for residents and medical students who are rotating at
      County's in-patient and outpatient departments. If requested, the
      Contractor or Contractor's Physicians will assist the resident
      physicians on an emergency basis until the Attending of record is
      available. Contractor will provide an orientation to new residents
      at the beginning of the rotation year to inform residents of the
      hospitalist duties and expectations.
   
   d. Upon three months of initial execution of Agreement, provide a
      proposal that includes recommendations on how Contractor can
help SCVMC achieve mandated cost reductions in Emergency Department.

e. Provide dedicated onsite coordinator to provide administrative support to Contractor’s Physicians and other administrative tasks as requested.

f. Within initial year of Agreement, work with County to improve quality and utilization targets including, but not limited to:

- Length of stay (actual DRG LOS compared to ELOS)
- Readmission rates (all cause)
- Denials due to lack of medical necessity
- Compliance with CMS core measures
- Medicare conversions (acute to observation)
- Patient satisfaction with MD services in cohorted units
- RN satisfaction (collegiality and collaboration) in cohorted units
- Appropriate utilization of cardiac nuclear medicine studies, ECHOs and MRIs
- Creation of clinical pathways using best practices or evidence based medicine approaches
- Participation with the Hospital Utilization Management Committee to provide assessments on utilization targets

For subsequent years, develop measurable outcomes to be evaluated every year.
EXHIBIT B

PHYSICIANS
Galen Inpatient Physicians, Inc.

Attending Physician
All Galen Hospitalists will be Board Eligible or Board Certified in Internal Medicine. All Board Eligible Hospitalists will be required to be Board Certified within two (2) years of initial Board Eligibility. All Board Certified Hospitalists will maintain Board Certification throughout the term of this Agreement.

The parties agree that the Physicians listed below will be the physicians provided by Galen to perform inpatient hospitalists’ services for SCVMC inpatients, as well as any additional physicians that are hired in the future by Galen.

Physicians
Amina Martel, MD
Babitha Nagarajan, MD
Neelima Komatineni, MD
John Kim, MD
Susie Reyes, MD
Rajani Rudrangi, MD
Jey Chung, MD
James Tam, MD
Nancy Lau, MD
Jennifer Tong, MD
Wendy Garabedian, MD
Janhavi Gudal, MD
Vibha Iyengar, MD
Sushma Pai, MD
Michael McCarthy, MD
Lawrence Ho, MD
Marilyn Tan, MD
EXHIBIT C

COMPENSATION
Galen Inpatient Physicians, Inc.

Contractor shall be compensated for Contracted Services as defined in Exhibit A and for services actually provided at the following rates:

- Contractor will be paid at a rate of $160.75 per Hospitalist Hour for all hours worked. This rate is inclusive of on-site coordinator. "Hospitalist Hour" means an hour worked by a Physician.
EXHIBIT D
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS
Galen Inpatient Physicians, Inc.

Insurance
Without limiting the Contractor’s indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage
Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers
All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-V, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Insurance Manager.

C. Notice of Cancellation
All coverage as required herein shall not be canceled or changed so as to no longer meet the specified COUNTY insurance requirements without 30 days’ prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required
1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Personal Injury - $1,000,000

2. General liability coverage shall include:
   a. Premises and Operations
   b. Personal Injury liability
   c. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:
Additional Insured Endorsement, which shall read:
"County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insured's."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

4a. **Aircraft/Watercraft liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance
   a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
   b. Employer’s Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Professional Errors and Omissions Liability Insurance
   a. Coverage shall be in an amount of not less than two million dollars ($2,000,000) per occurrence/aggregate.
   b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars ($50,000) per occurrence/event.
   c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage
   If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:
   a. Policy retroactive date coincides with or precedes the Consultant’s start of work (including subsequent policies purchased as renewals or replacements).
   b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
E. **Special Provisions**

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own polices.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. **Fidelity Bonds** (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will Furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

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**Acknowledgement of Insurance Requirements**

I, **Prentice Tom, MD**, on behalf of **Galen Inpatient Physicians, Inc.**, have read and understand the terms and conditions of the Insurance Requirements under this Agreement. I understand that all insurance certificates MUST be in effect, prior to the services rendered. I understand that if **Galen Inpatient Physicians, Inc.** is not compliant with these insurance requirements, **Galen Inpatient Physicians, Inc.** will not be compensated for services rendered until insurance certification is obtained that meets the requirements set forth in this agreement. In addition, if **Galen Inpatient Physicians, Inc.** fails to obtain the required insurance certification in a timely manner, this agreement may be terminated.

[Signature]

(Date)
EXHIBIT E
REASSIGNMENT OF BENEFITS
Galen Inpatient Physicians, Inc.

I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC’s sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

Amina Martel, MD  4/30/12

Babitha Nagarajan, M.D.  04/30/12

Neelima Komatineni, M.D.  4/30/12
I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC’s sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

John Kim, M.D. 5/31/12

I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC’s sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

Susie Reyes, M.D. 5/31/12

I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC’s sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

R. Rajani 5/31/12
Rajani Rudrangi, MD

I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC’s sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

Jey Chung, M.D. 4/30/12
I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC's sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

James Tam, MD  
5/1/12  
Date

I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC's sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

Nancy Lau, M.D.  
5/3/2012  
Date

I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC's sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

Jennifer Tong, M.D.  
5/3/12  
Date
I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC's sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

Wendy Garabedian, M.D.  5-1-2012

Wendy Garabedian, M.D.  5-1-2012

Janhavi Gudal, M.D.  11-30-2012

Janhavi Gudal, M.D.  11-30-2012

Vibha Iyengar, M.D.  5-1-2012

Vibha Iyengar, M.D.  5-1-2012

Sushma Pai, M.D.  4-30-12

Sushma Pai, M.D.  4-30-12

Galen Inpatient Physicians, Inc. Agreement FY13
I hereby reassign to the County of Santa Clara (County), all of my rights, if any, to bill and receive payment for my services furnished to patients at Santa Clara Valley Medical Center at SCVMC's sites of service and/or rendered pursuant to the Agreement effective June 1, 2012 between County and myself.

This reassignment shall be effective for all services provided pursuant under the Agreement.

Michael McCarthy, MD  4/30/12

Lawrence Ho, MD  4/30/12

Marilyn Tan, M.D.  4/30/12
EXHIBIT F

Infection and Prevention Requirements
Galen Inpatient Physicians, Inc.

Galen Physicians providing services to SCVMC must meet the following health screening and infection control requirements prior to a Physician commencing work at SCVMC:

a. An annual health screening clearing the Service Provider to work with no restrictions.
b. Written documentation of immune status (positive immune titer, vaccination, or written physician documentation of past disease) for the following:
   1. Rubella (German Measles) and Mumps. One dose of MMR vaccine given since 1987 is required. Note: If MMR vaccine is medically contraindicated, written documentation by physician is required.
   2. Rubeola (measles). Two doses of live vaccine since 1967 are required. Note: If Service Provider has a negative measles antibody titer, Service Provider must: (a) receive two doses of live vaccine if born after 1957; or (b) one dose of live vaccine if born before 1957 and has written documentation of one dose of live vaccine given prior to 1963; or (c) two doses of vaccine if born before 1957 and has no written documentation of past measles vaccination. If measles vaccine is medically contraindicated, written documentation by physician is required.
   3. Varicella. Note: If vaccination is refused by those non-immune, a signed declination document is required. Otherwise, two doses of the vaccine should be documented.
   4. Hepatitis B surface antibody. Note: If the vaccination is refused by those non-immune, a signed declination document is required.
c. Written documentation of tuberculosis screening as indicated below:
   1. If the Service Provider has a history of negative PPD test:
      i. A two-step PPD test is required within three months prior to beginning assignment at SCVMC. Note: If Service Provider has had a PPD test within the last twelve months, a one-step PPD test is required within three months prior to beginning assignment at SCVHHS. An annual or semi-annual one-step PPD test is required thereafter, as indicated by risk assessment.
      ii. If the PPD test results indicate a new positive, a documented chest x-ray is required. If chest x-ray is abnormal, clinician clearance must be obtained and documented. Annual or semi-annual symptom review is required thereafter, as indicated by risk assessment.
   2. If Service Provider has a history of positive PPD test: a negative tuberculosis symptom review is required and one of the following:
      i. Documentation of in-process or completed Isonizid (INH) preventative treatment and a clear chest x-ray within the last twelve months; OR
      ii. A clear chest x-ray done within the last three months if there is no documented INH preventative treatment in process or completed.
d. Annual fit-test results with the 3M or Moldex respirator in use at SCVMC.
e. Written documentation of flu vaccine or completed declination form.
f. Disclosure of any special accommodations (i.e., latex sensitivity) that the Service Provider may require.

Procedure:
County will offer screenings through Santa Clara Valley Health and Hospital System Employee Health Department. Galen Inpatient Physicians, Inc physicians and staff will be referred to Santa Clara Valley Health and Hospital System Employee Health Department for Occupational Health screening.

The services provided are listed below:

<table>
<thead>
<tr>
<th>Service required</th>
<th>Frequency required per provider</th>
<th>SCVMMC charge to Galen Inpatient Physicians, Inc (less 30% discount)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health screening *</td>
<td>Annual</td>
<td>$115.50</td>
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<tr>
<td></td>
<td>For NP level II – CPT 99202</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For EP level II – CPT 99212</td>
<td>$78.40</td>
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<tr>
<td>Serology test – Rubella</td>
<td>Once</td>
<td>$34.30</td>
</tr>
<tr>
<td>Serology test – Mumps</td>
<td>Once</td>
<td>$35.00</td>
</tr>
<tr>
<td>Serology test – Rubella</td>
<td>Once</td>
<td>$34.30</td>
</tr>
<tr>
<td>Serology test – Varicella</td>
<td>Once</td>
<td>$35.00</td>
</tr>
<tr>
<td>Serology test – Hepatitis B</td>
<td>Once</td>
<td>$35.70</td>
</tr>
<tr>
<td>Vaccination – MMR</td>
<td>Once</td>
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</tr>
<tr>
<td>Vaccination – Varicella</td>
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<tr>
<td>Vaccination – Hepatitis B</td>
<td>Once</td>
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<td>PPD placement/reading</td>
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<tr>
<td>Mask fit-testing</td>
<td>Annual</td>
<td>$58.10 For TB Respiratory fit test $52.50 For Industrial Respiratory fit test</td>
</tr>
</tbody>
</table>

* With written clearance to work without restrictions
EXHIBIT G
Santa Clara Valley Health & Hospital System
Security and Confidentiality Agreement
Galen Inpatient Physicians, Inc.

As an employee of, or volunteer, student, contractor, or other person doing business with Santa Clara Valley Health and Hospital System (hereinafter "the Provider"), and as a condition of my employment or other relationship, I agree to the following:

1. I am responsible for complying with the Provider’s HIPAA Policies and Procedures and with applicable patient privacy laws. I acknowledge that I have received a copy of the Provider’s HIPAA Policies and Procedures, or have been provided with access to these policies on the Provider’s intra-net site at http://www.valleypages/centralsvcshipaa.htm.

2. I will treat all information received in the course of my employment with the Provider, which relates to the patients of the Provider, as confidential and privileged information.

3. I will not access protected health information unless I have a need to know this information in order to perform my job.

4. I will not disclose information regarding the Provider’s patients to any person or entity, other than as necessary to perform my job, and as permitted under the Provider’s HIPAA Policies and Procedures.

5. I will not disclose other types of confidential information (e.g., employee information, financial information, proprietary information, etc.) to any person or entity, other than as necessary to perform my job, and as permitted under Provider’s Policies and Procedures.

6. I will not log on to any of the Provider’s computer systems that currently exist or may exist in the future using a password other than my own.

7. I will safeguard my computer password and will not post it in a public place, such as the computer monitor or a place where it will be easily lost, such as on my nametag.

8. I will not allow anyone, including other employees, to use my password to log on the computer.

9. I will log off the computer as soon as I have finished using it.

10. I will not use Internet e-mail to transmit protected health information unless I am instructed to do so by my Privacy Officer.

11. I will not take protected health information from the premises of the Provider in paper or electronic form without first receiving permission from my immediate supervisor or Privacy Officer.
12. Upon cessation of my employment with the Provider, I agree to continue to maintain the confidentiality of any information I learned while an employee, and agree to turn over any keys, access cards, or any other device that would provide access to the Provider or its information.

I understand that violation of this agreement may result in disciplinary actions. I also understand that violation of patient privacy laws may subject me to civil or criminal liability.

Name (print)                  Date

Name (signature)