



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 November 13, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

November 13, 2012

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First District

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AMENDMENT TO MEDICAL SCHOOL AFFILIATION AGREEMENT AND
ONSITE CUSTODIAL INMATE SPECIALTY CARE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND THE UNIVERSITY OF SOUTHERN
CALIFORNIA
(1st SUPERVISORIAL DISTRICT)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

SUBJECT

Request approval to adjust staffing levels and increase the maximum cost through an amendment to the Medical School Affiliation Agreement with the University of Southern California, and request delegated authority to execute a new agreement, to provide onsite specialty care for inmates at certain Sheriff's Department facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment No. 5 (Amendment) to the Medical School Affiliation Agreement No. 75853 (MSAA Agreement) with the University of Southern California (USC), effective upon Board approval, to: a) add staff for the clinical oversight of Health Information Technology (HIT) projects, b) add staff resulting from the implementation of the State's Public Safety Realignment Act, c) delete discontinued staff items and a one-time payment provision for a prior fiscal year, and d) provide additional Intra-Operative Monitoring (IOM) technician services at LAC+USC Medical Center (LAC+USC MC) through June 30, 2013 resulting in a net increase to the annual maximum obligation from \$126,583,896 to \$126,703,786.

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To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.

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2. Delegate authority to the Director, or his designee, to amend the MSAA Agreement to further extend IOM technician services beyond June 30, 2013, and annually thereafter upon agreement by both parties subject to review and approval of County Counsel, and notification to the Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director, or his designee, to execute a new Onsite Custodial Inmate Specialty Care Agreement (Inmate Care Agreement) for USC to provide onsite specialty care to inmates at certain Sheriff's Department facilities under the terms set forth below for a period of one year effective upon execution with a one year automatic renewal for full services, or partial services upon agreement by the parties, and to execute amendments to adjust staffing levels and cost based on the Sheriff's Department's budget and future need for specialty care within the Sheriff's Department's approved budget as described below, subject to review and approval by County Counsel, with notice to the Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of first recommendation will adjust the staffing levels and costs based on service needs, as described below:

Additional Staffing

Chief Medical Information Officer. DHS facilities are implementing HIT projects that are critical to the successful transformation of DHS' health care delivery system, which includes a new disease management registry to improve the quality of care provided to patients with chronic diseases, an e-consult system to improve continuity of care through electronic consultations between primary and specialty care physicians, and an Electronic Health Record system to be implemented enterprise-wide. Each facility will have a Chief Medical Information Officer (CMIO) to serve as the clinical leader to assist in implementing the above projects at their respective facilities. DHS is proposing to add a physician (0.5 Full Time Equivalent or "FTE") to perform this function at an annual cost of \$123,524.

Public Safety Realignment Act (Assembly Bill 109). Effective October 1, 2011, State law transferred responsibility from the California Department of Corrections and Rehabilitation to the County for the incarceration of individuals convicted of non-violent, non-serious, and non-sex offender, otherwise known as "N3," crimes, and the supervision of such individuals from State prisons. As a result, DHS anticipates an increase in health care utilization at LAC+USC MC, and is requesting approval to add an Emergency Room Physician (1.0 FTE) at an annual cost of \$258,720, and various specialists (1.0 FTE total) at an annual cost of \$242,550.

Intra-Operative Monitoring. The current Agreement with USC provides funding for an IOM technician (1.0 FTE) to monitor the functional integrity of certain neural functions of a patient during surgery. DHS is proposing to add two additional IOM technicians (2.0 FTE) at a total annual cost of \$267,000 to meet the growing demands for such technicians by LAC+USC MC. Such technicians are needed because the current County class specifications for an Electroencephalography (EEG) Technician do not meet the industry standards and certification requirements to perform the full array of IOM services required in the surgical room. Meanwhile, DHS is developing an appropriate class specification to replace USC's IOM Technicians, and will start negotiations with USC no later than 9 months after the approval of this Amendment to determine the feasibility and appropriateness of continuing such services by USC.

Discontinued Staffing and Costs

Senior Pathologist: The initial Agreement provided funding for a Senior Pathologist (1.0 FTE) at an annual cost of \$270,260, which now needs to be removed from the Agreement since this position has been transferred to the County as authorized by your Board on June 12, 2012.

Psychiatric Outpatient Department Coverage and One-Time Funding. Amendment No. 1 added psychiatrists (1.5 FTEs) to cover LAC+USC MC's outpatient department at a total annual cost of \$371,700 until such time that the County Department of Mental Health (DMH) negotiated a separate agreement with USC to pay for such services. These psychiatric outpatient services were transferred to DMH in 2009. This same amendment also provided one-time, non-recurring funding of \$436,204 to replace County-employed physicians leaving County service. Based on the above, the psychiatric outpatient services and the one-time attrition funding is no longer required and should be removed from the Agreement.

Approval of the second recommendation will enable DHS to administratively amend the Agreement to delete IOM technicians in the event that DHS is able to hire its own technicians.

Approval of the third recommendation will enable DHS to provide cost-effective, onsite specialty care to inmates at certain Sheriff's Department facilities rather than the costlier and more cumbersome process of transporting inmates to LAC+USC MC.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

MSAA Agreement

The maximum annual County obligation for LAC+USC MC under the MSAA Amendment in Fiscal Year (FY) 2012-13 will be \$126,703,786, an increase of \$119,890 from the previous fiscal year's maximum obligation of \$126,583,896. Funding is included in the DHS' FY 2012-13 Final Budget. Funding for future years will be requested as necessary.

Inmate Care Agreement

DHS will be fully reimbursed by the Sheriff's Department for the cost of the inmate care agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

MSAA Agreement

DHS entered into the current MSAA Agreement with USC effective August 1, 2006 through June 30, 2007, with a one-year automatic extension at the end of each contract year. The term of the current MSAA Agreement is for a rolling five-year term unless either party serves notice of non-renewal to the other party, in which case the MSAA Agreement would expire in four years.

In November 2008, DHS processed Amendment No. 1 to the MSAA Agreement to increase the volume of physician services to accommodate the Replacement Facility for the LAC+USC MC and to provide additional compensation to retain current physician staffing. The MSAA Agreement was subsequently amended to memorialize LAC+USC MC's and USC's responsibilities relative to undergraduate and medical school education for USC's accrediting agency, add additional services for radiology and emergency room services, and add purchased services and funding to ensure full compliance with accreditation standards.

The recommended Amendment No. 5 identifies the changes in staffing and costs for FY 2012-13 as previously described hereinabove.

Inmate Care Agreement

On June 28, 2012, DHS informed the Board about its work with the County Sheriff's Department's Medical Services Bureau (MSB) to assess options for improving specialty care for individuals incarcerated in Los Angeles County jails. This report also included a proposed plan for how DHS could further collaborate with MSB to improve services by providing on-site specialty care to jailed patients. The Board subsequently passed a motion that the funds will be annually identified within the Sheriff's Department's budget not to exceed \$5.2 million annually. The motion also directed the Chief Executive Officer and the Sheriff's Department to ensure that all cost-savings will be used to expand the scope of specialty care

The Inmate Care Agreement will include provisions substantially similar to those in the MSAA Agreement with respect to indemnification, insurance and the County's standard terms and conditions. Additional provisions include an automatic one year renewal unless either party serves upon the other a notice of non-renewal. Unless the parties agree to the contrary, such renewal shall continue for the full services provided during the previous one year period. Either party may terminate this Agreement for convenience upon one hundred twenty days written notice.

DHS is seeking delegated authority to enter into an Inmate care Agreement with USC to provide these on-site custodial specialty care services.

County Counsel has advised that the portion of the MSAA Agreement related to academic and patient care services and the Inmate Care Agreement, which is for a one-year period, are not subject to the provisions of County Code Chapter 2.121, Contracting with Private Business (Proposition A).

County Counsel has reviewed and approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The MSAA Agreement will continue the provision of certain clinical and academic services at the LAC+USC MC.

The Honorable Board of Supervisors

11/13/2012

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It is anticipated that the Inmate Care Agreement will improve inmate care by reducing the number and volume of inmates who have to be transported to LAC+USC MC to receive specialty care.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, somewhat stylized font.

Mitchell H. Katz, M.D.

Director

MHK:ck

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Sheriff's Department

AFFILIATION AGREEMENT

Amendment No. 5

THIS AMENDMENT is made and entered into this 13th day
of November, 2012,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

THE UNIVERSITY OF SOUTHERN
CALIFORNIA (hereafter "University").

WHEREAS, reference is made to that certain document entitled "AFFILIATION AGREEMENT", dated August 29, 2006, as amended by Amendment to the Affiliation Agreement dated November 14, 2008, Amendment No. 1 dated November 25, 2008, Amendment to Affiliation Agreement dated November 14, 2008, Amendment No. 3 dated April 19, 2011, and Amendment No. 4 dated June 28, 2011, further identified as County Agreement No. 75853 (collectively, hereafter "Agreement");

WHEREAS, it is the desire of the parties hereto to amend the Agreement and add Addendum A-5 as described hereafter;

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment, which is formally approved and executed by both parties; and

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective November 7, 2012.
2. Any reference in the Agreement to Addendum A, A-1, A-2, or A-3 shall also refer to Addendum A-4, as appropriate.
3. Addendum A-4 shall be added to the Agreement, attached hereto and incorporated by reference.
4. Except for the changes set forth herein, the remaining terms and conditions of the Agreement shall remain in full effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and seal of said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

By *Ben Yaroslowsky*
Chairman, Board of Supervisors

SACHI A. HAMAI,
Executive Officer Board
of Supervisors of the
County of Los Angeles

By *Antela*
Deputy

UNIVERSITY OF SOUTHERN CALIFORNIA

Contractor
By *Todd Dickey*
Signature: Todd Dickey
Senior Vice President,
Administration
Title _____
(AFFIX CORPORATE SEAL HERE)

75853 SUPPLEMENT 4

APPROVED AS TO FORM
John Krattli
County Counsel

By *John Krattli*
Principal Deputy County Counsel



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Antela*
Deputy

ADOPTED
BOARD OF SUPERVISORS

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**USC ADDENDUM A-4
Purchased Services**

Contract Year Ending June 30, 2013

- A.1 General.** Payment for Purchased Services will be made by County to University in the amounts set forth in Section A.3 below. Payment for Purchased Services shall be made in quarterly installments, each payable on the first business day of each Contract Year quarter. In addition, if County requests increases in the volume of any Purchased Services identified in this Addendum A, County will pay for such services in advance on a quarterly basis. University is not obligated to provide such supplemental services until University receives payment from County for those services. Except with regard to additional Purchased Services provided by University pursuant to Section A.2.4.3 *Attrition of County-Employed Physicians*, any new services which the Parties agree to commence during the Contract Year, of a nature not set forth in this Addendum A, will be provided pursuant to an amendment or separate agreement between the Parties, subject to the approval of the Governing Board; such new services will be taken into account in revising Addendum A for the next Contract Year. Any such revisions to this Addendum A shall not take effect without a properly executed amendment.
- A.2 Purchased Services.** University shall provide the following Purchased Services during the Contract Year beginning July 1, 2012 and ending June 30, 2013 . The type and volume of Purchased Services provided during the Contract Year shall continue at the same overall level, on an annualized University Personnel FTE basis, as provided by University Personnel during the prior Contract Year.
- A.2.1 Clinical Services. Except for those services which may be provided by persons other than University Personnel, University shall provide those clinical services sufficient to address the goals and responsibilities set forth in §5.4.
- A.2.2 Non-Clinical Academic and Administrative Services. Except as provided by persons other than University Personnel, University shall provide academic and management services sufficient to address the goals and responsibilities set forth in §§ 5.3 and 5.5, respectively.
- A.2.3 Research. The Parties understand and agree that no funds paid under this Agreement shall be used to pay for non-clinical research. If it is determined that any funds are used to pay for non-clinical research, University shall reimburse County such amount.
- A.2.4 Volume of Purchased Services. Until measures are developed to more accurately define the volume of Purchased Services, the Parties agree that the volume of all services will be measured on the basis of full time equivalents (FTEs) for physicians and other University Personnel.
- A.2.4.1 Intentionally omitted.

FTE COUNT

| | Physician and Dentist FTEs** | Non-Physician FTEs | Total FTEs |
|--|-------------------------------------|---------------------------|-------------------|
| Base Contract as of Contract Year 2012 | 594.75 | 79.75 | 674.50 |
| New Contract Year 2013 | 1.0 | 2.0 | 3.0 |
| Total | 595.75 | 81.75 | 677.50 |

** The number of FTEs includes a fraction of the effort of 73 direct County-paid physicians who receive a stipend from University (to be verified by the Hospital).

A.2.4.2 *Allocation of FTEs.* The allocation of University Personnel FTEs among Departments may be changed upon written agreement of the Chief Medical Officer, CEO and University Representative that such reallocation optimizes the use of personnel in the performance of this Agreement.

A.2.4.3 *Attrition of County-Employed Physicians.* Upon attrition of a County-employed physician in Primary County Facilities, Director may (1) hire a replacement or (2) direct University, for the remainder of the Contract Year to provide the services previously provided by such County physician through University-employed physicians, which shall constitute additional Purchased Services under this Agreement for which University shall be compensated during the Contract Year in addition to the contract maximum amount set forth in this Addendum A.

A.2.4.4 Intentionally omitted.

A.3 Payment for Purchased Services. County shall compensate University as set forth below.

| | |
|---|--|
| | Contract Year 2012 (annualized) |
| Contract Maximum Amount (from MSOA Addendum A-3) | 126,583,896* |

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Additional Funding Needed for Current Services:

ADDITIONAL FTEs

| | | |
|----|---|----------------|
| 1. | Chief Medical Information Officer (0.5 FTE) | 123,524 |
| 2. | Emergency Medicine Physician (1.0 FTE) | 258,720 |
| 3. | Various Specialists (1.0 FTE total) | 242,550 |
| 4. | Intra-Operative Monitoring Technician (2.0 FTE) | 303,000* |
| | Subtotal (4.5 FTE) | 927,794 |

DELETED FTEs and ONE-TIME COSTS**

| | | |
|----|---|------------------|
| 1. | Psychiatric Outpatient Department Coverage (1.5 FTEs) | (371,700) |
| 2. | One-Time Costs (Attrition for County Employees - CY 2008) | <u>(436,204)</u> |
| | Subtotal (1.5 FTEs) | (807,904) |

Contract Maximum Amount **126,703,786*****

* Notwithstanding the provisions of Section 4.2 of this Agreement, Intra-Operative Monitoring Technician services shall expire after June 30, 2013, unless otherwise mutually agreed to by the parties, and ratified via an administrative amendment to the Agreement.

** The Senior Pathologist (1.0 FTE) and its funding shall be deleted from this Agreement contingent upon the transfer of this position to the County.

***Contract Amount does not include revision necessary to reflect implementation of the County's Physician Pay Plan in accordance with Section A.10 below.

A.4 Volume of Purchased Services.

A.4.1. Academic Purchased Services. During the term of this Agreement, Academic Purchased Services will be performed by Faculty in accordance with the requirements of this Agreement. The parties agree during the Contract Year to work together to develop a new methodology for determining payments for the provision of Academic Purchased Services under this Agreement.

A.4.2. Academic and Clinical Administrative Purchased Services. During the term of this Agreement, University shall provide Academic and Clinical Administrative Purchased Services as needed to support the Training Programs in accordance with the requirements of this Agreement. The Parties agree during the Contract Year to work together to develop a new methodology for determining payments for the provision of University Academic and Clinical Administrative Purchased Services under this Agreement.

A.4.3. Mission Support. County is committed to promoting medical education in its community, as reflected through County's affiliation with University and County's participation in graduate medical education training programs accredited by the Accreditation Council for Graduate Medical Education. The

Parties agree during Contract Year 2009 to work together to develop a methodology for providing mission support to University.

A.5 Community-Based Health Services Planning. University agrees to participate in the County's community based planning efforts. These planning efforts include but are not limited to: resizing the breadth and depth of primary and specialty care programs to meet local community needs, disease burden and public health initiatives; resizing the breadth and depth of tertiary and quaternary services to fit effectively within system-wide DHS clinical programs; expansion of outpatient diagnostic and therapeutic programs at Hospital and other community-based sites; sizing ACGME, ADA and other allied health programs in concert with service delivery planning; and developing, implementing and reporting evaluation metrics for the quality and efficiency of the service delivery program.

A.6 Replacement Hospital Transition Planning. County agrees to participate with the University to maximize collaborative planning for the transition to the Hospital replacement facility during the term of this Addendum. Through such planning, County agrees to provide adequate office space, on-call rooms, and other support space for University administration, clinical service, and teaching in the Hospital replacement facility.

County also agrees to make best efforts to ensure the continuing viability of University Training Programs in the Hospital replacement facility. Pursuant to section 2.6.1 of this Agreement, University will notify County of any matters within the control of County in transitioning to the Hospital replacement facility that to the University's knowledge may compromise accreditation of any University Training Program. In the event County receives such notice, County will cooperate with University to make all reasonable efforts to retain accreditation. The parties understand and acknowledge that County has a continuing obligation to provide adequate non-physician staffing support pursuant to section. 3.3.4 of the Agreement.

A.7 Faculty Teaching Incentive Fund. Facility JPO Committee will establish annual awards for excellence in teaching to be awarded to Faculty. Faculty awardees and the amount of the awards will be determined by the Facility JPO based on written criteria to be jointly developed by University and County. In developing written criteria, University and County shall include resident and medical student participation as necessary criteria. Parties agree to equally finance this Incentive Fund, with each party contributing \$25,000 annually.

A. 8 Primary County Facilities. Those facilities listed in Exhibit 2 shall constitute the Primary County Facilities where Purchased Services may be performed.

A.9 Information Physician Workload and Productivity. The Parties shall work collaboratively to achieve both the clinical and operational goals as identified in the Hospital's mission and strategic plan. These include both short and long range goals, which will be refined and updated on an annual basis as part any revisions to this Addendum. To address a long range goal of improving information on attending staff workload and productivity, the parties agree to implement an initial two part solution:

A.9.1 AmIOn Physician Scheduling. The Hospital shall provide the AmIOn electronic attending staff scheduling program for use by University. Within six months of providing the University access to AmIOn, or within six months of the execution of this Addendum, whichever is later, and in accordance with a timetable established by University and accepted by County, the University shall install

and operate the AmION electronic attending staff scheduling program in a manner that identifies physicians in all clinical departments providing Purchased Services at Hospital each day (the "Hospital Schedules"). Hospital will have online access to the Hospital Schedules through Am IOn.

A .9.1.1 The University shall be responsible for the input, security and access of all data into AmION. To ensure accuracy, the University shall update physician scheduling data into AmION on not less than a daily basis and will periodically validate Hospital Schedules.

A.9.1.2 Upon request of the County, the University shall verify the accuracy of physician schedules in AmION as compared to actual physicians who have worked and the amount of hours worked by such physicians. The above verification may include one, several or all departments/services in the Hospital.

A.9.2 The parties acknowledge that the Hospital and University have completed three Memoranda of Understanding to measure performance and productivity of Purchased Services for the Harris-Rodde Specialty Clinics Coverage, Echocardiography and Radiation Oncology, anticipated to be executed by the parties within one month of execution of this Addendum. Hospital and University mutually agree to work together to develop additional Memoranda to measure performance and productivity for other major clinical Purchased Services as agreed by the Parties. The Parties shall use good faith efforts to complete and execute such Memoranda within twelve months of execution of this Addendum.

The Parties shall develop a mutually agreed upon system to track compliance with the performance and productivity goals identified in each Memorandum of Understanding (the "Tracking System"). When Hospital has reasonably determined that the performance and productivity goals under one (or more) Memorandum have not been met by University based on the data from the Tracking System, the Hospital shall notify the University in writing within twenty (20) days of such determination (the "Notice"). The Notice shall be delivered to the Office of the Dean of the Keck School of Medicine, with a copy to the Office of the General Counsel. The Notice shall identify the specific performance and productivity goal by type and amount of unmet services, as compared to the performance and productivity goal(s) under the applicable Memorandum as well as Hospital's efforts to correct any Hospital issues related to the performance and productivity goal(s) at issue.

Within thirty (30) business days of receiving the Notice from the Hospital, the University shall submit a corrective action plan to the Hospital which sets forth the specific action(s) to be taken to meet the performance and productivity goal(s) and time period for completion of the corrective action plan. The Parties will work together to modify the corrective action plan to address each Party's concerns.

Disputes about each Party's compliance with the corrective action plan will be reviewed by an independent arbitrator selected by the Parties. The arbitrator's fees will be equally borne by the Parties. If the arbitrator determines that, solely due to the acts or omissions of University, University has not implemented in good faith the material elements of the corrective action plan within the time period specified in the corrective action plan agreed to by the Parties, the Hospital may deduct from payment to be made to the University the Hospital's

actual and reasonable additional cost to provide the unmet services that directly result from such failure to meet the performance and productivity goals (except with respect to any goal established for new patients or new visits) through an alternative arrangement.

To the extent that the Parties desire University to provide services in excess of those established by the performance and productivity goals, they may increase those goals and provide for additional payment related to such services to University through an administrative amendment signed by both Parties, provided that such additional payment does not exceed the Contract Maximum Amount provided in Section A.3 of Addendum A. To the extent that payment for such additional services would cause total payments due under this Addendum to exceed the Contract Maximum Amount, the Parties acknowledge that compensation may only be made for such additional services after the Governing Board approves a formal amendment to this Addendum A authorizing such supplemental services.

A.9.3. Medical Record Documentation Performance Goals. The parties acknowledge the importance of accurate and timely documentation of patient medical information to facilitate patient treatment, care and services, particularly in the postgraduate physician teaching environment of the Hospital. Such proper documentation is reflected in policies and standards applicable to the University, including, without limitation, the standards set forth by the Joint Commission (formerly defined as "JCAHO"), and policies issued by the County Department of Health Services. In addition to other compliance obligations, the parties seek to emphasize compliance with the following:

A.9.3.1 *Joint Commission.* The Parties agree to work together to maintain a medical record delinquency rate at or better than the full compliance threshold set forth by Joint Commission (IM 6.10; EP 11 "The medical record delinquency rate averaged from the last four quarterly measurements is not greater than 50% of the average monthly discharge (AMD) rate and no quarterly measurement is greater than the AMD rate."). To that end, the University agrees to work with County toward compliance by ensuring that physicians meet this compliance threshold with respect to the physician components of the medical record. For purposes of this section, a delinquent medical record is defined as a medical record available to the Physician for review and is further defined by Hospital Medical Staff Rules and Regulations.

A.9.3.2 *DHS Policy.* The University agrees to work toward a 90% threshold compliance rate for the following components of DHS Policy 310.2, Supervision of Residents, or as subsequently amended by DHS, by ensuring that physicians meet this compliance threshold regarding the physician components of the medical records and activities which are set forth below. References to the specific provision of DHS Policy 310.2 are in parentheses.

- (4.1) An attending physician shall see and evaluate each patient prior to any operative procedure or delivery and shall document this evaluation in the medical record.
- (4.2) An attending physician is responsible to assure the execution of an appropriate informed consent for procedures and deliveries with consent form and progress note documenting the consent discussion in the medical record.

- (4.4.1) If the attending is present for the operative or invasive procedure or delivery, he/she must document in the medical record that he/she has evaluated the patient and authorizes the procedure.
- (4.4.2) If the attending physician is not present for the operative or invasive procedure or delivery, the supervisory resident shall document in the medical record that he/she has discussed the case with the attending and the attending authorizes the resident to proceed.
- (4.5) An attending physician must assure an operative or procedure note is written or dictated within 24 hours of the procedure and shall sign the record of operation ("green sheet") in all situations for which direct attending physician supervision is required.
- (5.1) An attending physician is responsible for supervision of the resident and appropriate evaluation of the patient for each emergency department visit.
- (5.2) An attending physician or supervisory resident shall review and sign the patient's record prior to disposition.
- (7.1) An attending physician shall see and evaluate each inpatient within 24 hours of admission and shall co-sign the resident's admission note or record his/her own admission note within 24 hours.
- (7.2) An attending physician shall see and evaluate the patient at least every 48 hours and shall ensure that the resident includes in the progress note that he/she has discussed the case with the attending or the attending physician shall record his/her own note at least every 48 hours.
- (7.3) An attending physician shall discuss the discharge planning with the resident. The resident shall document in the medical record the discussion of the discharge plan and the attending physician concurrence with the discharge plan prior to the patient's discharge, or the attending shall record his/her own note.
- (8.1) An attending physician or supervisory resident shall discuss every new patient with the resident physician within 4 hours of admission of each such patient to the Intensive Care Unit. The resident shall document this discussion with the attending physician.
- (8.2) An attending physician shall see and evaluate the patient within 24 hours after admission to the Intensive Care Unit, discuss this evaluation with the resident and document this evaluation and discussion in the medical record.
- (8.3) An attending physician shall see and evaluate all admitted patients at least daily following admission and discuss this evaluation with the resident. The attending physician shall ensure that the resident includes in the progress note that he/she has discussed the case with the attending, or the attending physician shall record his/her own note to that effect.

The parties acknowledge that resident compliance of DHS policy requires that each party satisfy their respective obligations, with the Hospital employing residents, and the University employing the Faculty responsible for the oversight/teaching of residents. To that end, the responsibilities of the University under this Agreement shall include proper teaching/instruction of the requirements of DHS policy as set forth in this section and appropriate

incorporation of the requirements of this section with resident competency evaluation.

A.9.3.3 *Monitoring and Corrective Action Regarding Compliance with DHS Policy.* Monitoring and corrective action to determine and maintain compliance with Performance Goals set forth above shall be performed through the Hospital's existing quality assurance/quality improvement structure and committees, or as modified in accordance with Hospital bylaws, and rules and regulations.

In addition, within six months of the execution of this Addendum, the Hospital shall work with the University to establish a process for the University to monitor compliance with the Performance Goals set forth above.

A.9.4 Operative Procedures for Residents. The University shall ensure that each department develops within 60 days of execution of this Addendum, and updates as needed to reflect any changes, or on an annual basis, whichever is more, the following:

1. a list of residents designated as supervisory residents.
2. a list of operative procedures that may be conducted by a supervisory resident to be approved by the Medical Executive Committee and Network Executive Committee.

A.9.4.1 *Clinical Core Measures.* The Parties agree that quality patient care is critical to the missions of the University and the County. To that end, the University shall use best efforts to achieve 90% compliance with the following clinical core measures:

1. Heart Failure-3: ACEI or ARB for LVSD
2. Heart Failure-2: Evaluation of LVS function
3. Pneumonia 3b: Blood cultures performed in the Emergency Department prior to initial antibiotic received in the Hospital.
4. Pneumonia 6b: Initial antibiotic selection for community acquired pneumonia in immunocompetent patients – non ICU patients.
5. Pneumonia 6a: Initial antibiotic selection for community acquired pneumonia in immunocompetent patients – ICU patients
6. Acute MI - 1: Aspirin on arrival.
7. Acute MI - 2: Aspirin prescribed at discharge.
8. Acute MI - 3: ACEI or ARB for LVSD.
9. Acute MI - 5: Beta blocker prescribed at discharge.
10. Acute MI - 6: Beta blocker on arrival.
11. Acute MI - 8a: Median time to primary PCI received within 90 minutes of hospital arrival.
12. SCIP 1a: Prophylactic antibiotic received within one hour prior to surgical incision, overall rate.
13. SCIP 2a: Prophylactic antibiotic selection for surgical patients, overall rate.
14. SCIP 3a: Prophylactic antibiotics discontinued within 48 hours after surgery end time, overall rate.

A.9.4.2 *Monitoring and Corrective Action Regarding Compliance with Clinical Core Measures.* Monitoring and corrective action to determine and maintain compliance with Performance Goals set forth in Paragraph A.9.4.1 above shall be performed through the Hospital's existing quality

assurance/quality improvement structure and committees, or as modified in accordance with Hospital bylaws, and rules and regulations.

A.10 COUNTY'S PHYSICIAN PAY PLAN. The parties acknowledge that the County has recently approved a new physician pay plan, and will be approving a new rate structure for physician employees represented by a collective bargaining group, for reimbursement of County-employed physicians and dentists. In order to implement the foregoing, the parties agree to the following terms subject to the approval by the County physicians' collective bargaining group.

1. Faculty who are County employees, who receive funds derived from this Agreement and who are tenured Faculty as of the date of execution of this Addendum shall maintain their dual employment status at the County and the University.
2. All other Faculty who are County employees and who receive funds derived from this Agreement shall have the following options:
 - a. Resign from County employment and receive all compensation from the University for all services to be provided at Primary County Facilities. The County shall pay to the University the annual base salary paid to the physician by County at the time such option is selected. University agrees to accept such employee and pay to him or her the base salary amount provided by the County. Nothing in this Agreement shall be construed to restrict any County employee from resigning from County service at any time upon his or her determination.
 - b. Cease receiving any compensation by the University of funds derived from this Agreement for all services to be provided at Primary County Facilities and receive compensation from the County under the County's new pay plan, except as set forth below. The University agrees to provide to County the total of compensation of funds derived from this Agreement and paid by University to such Faculty for the most recent Contract Year. Further, the County shall reduce this compensation amount on a pro rata basis from the payments made by the County to the University under this Agreement. The University acknowledges that County employees are prohibited under County policy from working for more than 24 hours per week outside of County employment.

Notwithstanding the foregoing, to the extent permitted by County outside employment, and other applicable, rules and policies, a County physician may provide services to the County through the University. In addition, a County physician may be eligible to receive funds distributed from the Management Performance Plan.

Replacement (due to attrition) of physicians who choose option b shall be in accordance with section A.2.4.3 above.

- c. If the physician does not choose option a. or b., the physician shall continue to receive compensation from the County, under the old pay plan, and compensation from the University.

The parties agree to work collaboratively to implement these provisions within a time frame agreed to by the Parties. The parties contemplate holding a joint meeting with each Faculty who is eligible to select between option a. or b. above to discuss the pay

plan and other related matters such as reimbursement and benefits provided by the County and the University.

Nothing in this Agreement shall be construed to restrict the existing right of a County employee to resign from County employment at any time at his or her discretion.

Subject to section 2.1.2.2, the University is solely responsible for setting the compensation paid by the University to County employees in connection with services performed under this Agreement.