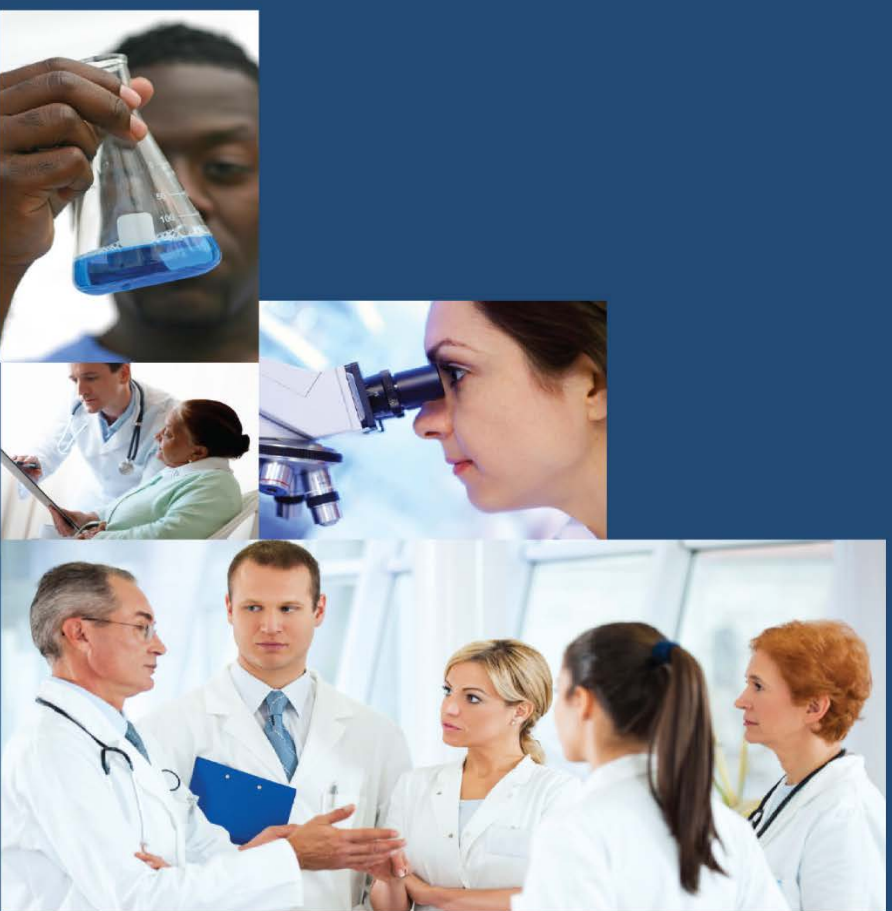
IDSA Guide to Co-Management Agreements for Antimicrobial Stewardship, Infection Control & Prevention Services

July 2014



IDSA

Legal Disclaimer

This guide has been developed by IDSA as an educational tool for use by IDSA members. This guide is under copyright held by IDSA and should not be used in any way that violates the law or rights of any party.

This guide is not intended to and does not convey legal advice. IDSA members who use this guide and the associated Market Study reports should always consult their own legal counsel or other professional advisors regarding their particular situation.

In this guide, certain references to applicable statutes and regulations are provided. IDSA makes no representation that all relevant statues and regulations have been comprehensively identified and references in this guide.

IDSA shall have no liability to any user or third party resulting from use of this guide.

VMG Health Disclaimer

Please note that the obligation of VMG is solely a corporate obligation, and no officer, principal, director, employee, agent, shareholder, or controlling person shall be subjected to any personal liability whatsoever to any person or entity, nor will any such claim be asserted by or on behalf of any other party to this agreement or any person relying on the opinion.

Certain matters are outside the purview of VMG's expertise. As a result, the market studies referenced in this guide assume the parties to any subject compensation arrangement comply fully with all federal, state, and local laws and ordinances, including how the compensation is structured. Furthermore, VMG has not reviewed, assessed, analyzed, or opined on a particular arrangement. VMG's scope was simply to provide market guidelines regarding certain aspects of compensation arrangements.

VMG Health shall have no liability to any user or third party resulting from use of this guide.

Table of Contents

How to use this guide

The purpose of this guide is to provide background, rationale and sample contract language that benefit IDSA members who are contemplating co-management agreements with a hospital or health care system. This guide may propose possible contract language that may be used to inform parties as they seek to achieve a satisfactory negotiation. It is recommended that IDSA members consult a knowledgeable health care attorney with experience in co-management agreements.

The hourly rates and incentive payments represented in this guide and in the related Market Study reports are not intended to be used as the definitive rates to be applied in any co-management agreement. Rather, they are intended to be used as reference points, around which negotiations can begin to consider specific information germane to the particular circumstances that apply between the interested parties.

IDSA members must make their own independent decisions and should seek legal advice when deciding whether to enter into any agreement with a hospital or health care system. A qualified, fair market value appraiser should be consulted to review compensation provisions and any supporting documentation.

VMG Scope

Value Management Group, LLC d/b/a VMG Health was engaged by IDSA to perform a market study of infectious disease physician executive hourly rates related to time-based, administrative or clinical management services and to perform a market study of the annual incentive compensation payable to an infectious disease physicians for the achievement of superior quality outcomes. It is important to note the following:

- VMG has provided a market study, which serves to provide general guidelines, related to co-management compensation.
- VMG has not completed the necessary steps to provide a fair market value opinion related to any specific arrangement.
- VMG's market study of infectious disease incentive compensation is related to the achievement of quality outcomes, not cost savings measures.
- VMG's market studies assume the contracting entity would first determine: the duties being requested under the arrangement are necessary and not superfluous, the services required under the agreement are required based on operational needs and/or community need, the arrangement is the best fiscal option absent any consideration of referrals, the assumptions herein are accurate and appropriate to the best of their knowledge and the negotiations were at arm's length and that the agreement makes sense commercially.
- The market study reports referenced in this guide should be fully understood and read, prior to relying upon information provided in the reports, in context of contemplating an arrangement.

Introduction

Our health care system is in the midst of a dramatic shift with respect to how physician services are reimbursed. There is strong momentum changing the basis of reimbursement from fee-for-service (volume based) to payment for quality care (value-based). As health care reform demands closer clinical integration between physicians and hospital systems, alternative payment models are being implemented throughout the health care system and can take many forms such as bundled payments for defined episodes of care, shared savings (the basis for accountable care organizations), and pay-for-performance based on reported quality measures (i.e. Medicare's Physician Quality Reporting System). Within the array of alternative payment models, co-management agreements are used to compensate physicians for administrative services, based on specific expertise, with incentive payments tied to achievement of specific quality metrics.

IDSA engaged valuation consultants who have experience in valuing co-management agreements for hospitals/health care systems. These consultants performed market studies of ID services for coverage under co-management agreements. These reports are made available to IDSA members as reference resources to educate members on co-management agreements and to inform potential contract negotiations.

Co-management Agreements – What are they and How do they "fit" with ID Services?

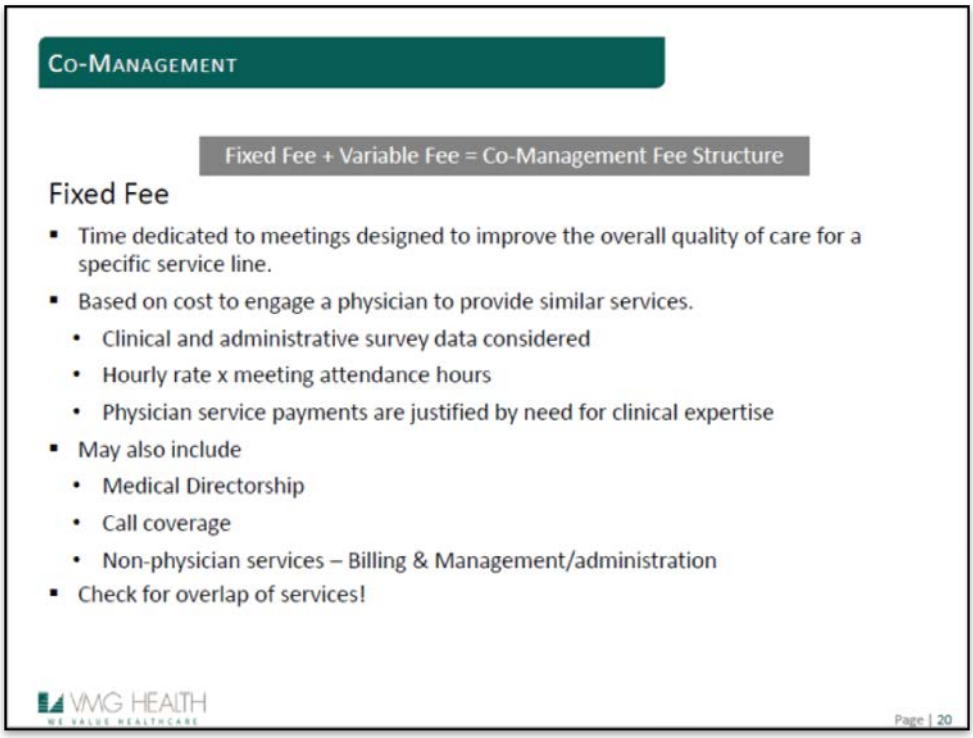
Co-management agreements are financial arrangements based on the premise that a collaborative effort between the physicians and the hospital will facilitate reaching certain pre-determined goals, by allowing the physicians to manage the services to achieve improvements in quality and efficiency. As health care reimbursement moves away from fee-for-service and more towards value-based purchasing, co-management agreements effectively align physician and hospital efforts to achieve mutually important outcomes. Co-management agreements, sometimes called service line agreements, are distinctly different from medical directorship agreements.[1] First, these agreements deal with ***physician executives*** who are highly qualified physicians within their specialty (usually based on years of experience) and have a broader scope of responsibilities within the hospital or health care system. These responsibilities usually tie directly to the strategic goals of the hospital, (i.e, reduction and prevention of HAIs).

The compensation structure of a co-management agreement is also distinct. Typically there is a fixed fee (hourly rate) portion and a performance-based incentive payment portion. The amount of the incentive payment is pre-determined in the agreement and is not a percentage of savings (as seen in gain-sharing agreements). Physicians have an opportunity to define and determine data gathering for

[1] Historically, ID specialists often have provided Infection Control & Prevention Services as well as Antimicrobial Stewardship under a Medical Directorship contract. This type of contract usually has terms that stipulate what is to be performed (supervisory and administrative services) by the physician as the "Medical Director" of a specific department in the hospital. This type of contract typically provides for a fixed fee hourly rate-based compensation tied to a specific amount of hours per week or month. The hourly rate for a medical directorship often is determined through a fair market value assessment of how other medical directorships are compensated, usually as reported through specialty-specific surveys fielded by entities such as Sullivan, Cotter & Associates, Inc., Medical Group Management Association (MGMA), and ECS Watson Wyatt.

reporting of quality measures and are in control of their efforts to achieve the quality targets, which is in the mutual interest of physicians, hospitals and patients.

Exhibit 1: *Co-management Fee Structure*, from presentation by VMG Health to IDSA Clinical Affairs Committee, April 2013.



The hourly rate will apply to the administrative and management related work that the physician executive will perform in order to best achieve the quality metrics. Given the strategic nature of this work coupled with a broad scope of responsibility across the hospital/health care system, the hourly rate that is assessed is typically higher than that seen in medical directorship contracts, but depends on the experience of the physician and requirements per the agreement. See "Market Study of Infectious Diseases Physician Executive Compensation" Report available on the IDSA website, under the "Value of ID Specialists Toolkit." (Please note that VMG has provided a market study of the potential compensation, but has not conducted the necessary steps to provide a fair market value opinion on any specific arrangement.)

There are specific quality measures for infectious diseases specialists to consider for inclusion in a co-management agreement for infection control and prevention services as well as for antibiotic stewardship. Among these are the following:

- Maintenance of Baseline infection rates for specific types of infection
    - CLABSI
    - CAUTI
    - C-difficile
- HCW Immunization rates
- Adherence to infection control protocols

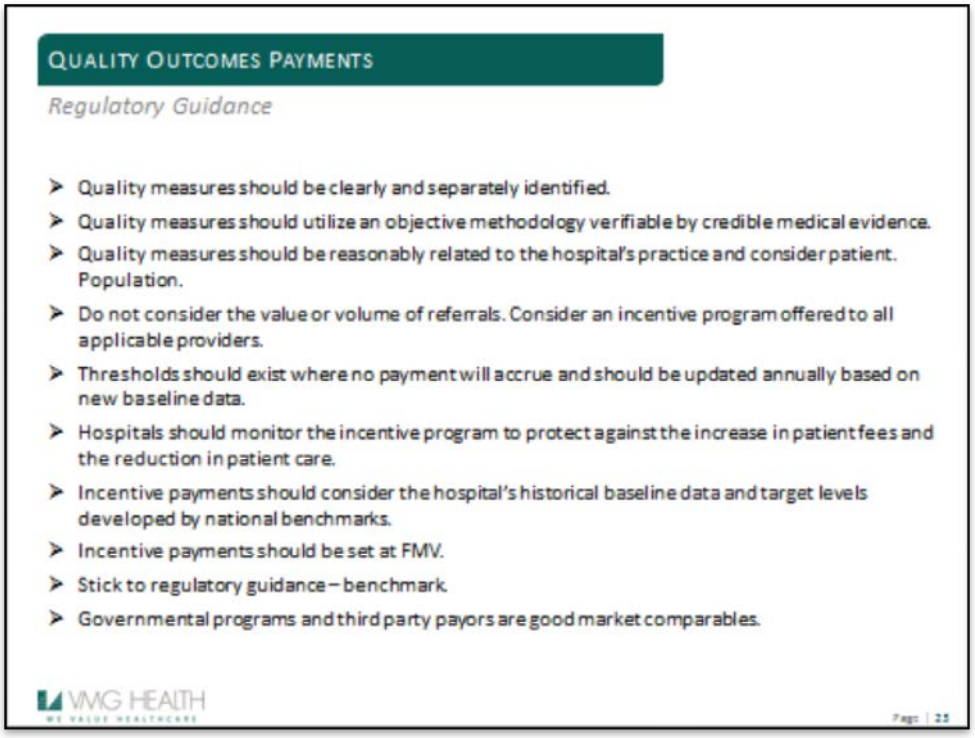
As well, there are specific cost-reduction measures that can be considered for inclusion in a co-management agreement, related to ID services. Among these are the following:

- Reduction in Antibiotic dollars per patient day - Antibiotic expense, including antiviral, antifungal, antibacterial oral and intravenous;
- Reduction in Microbiology Laboratory Services
- Reduction in Isolation expenses
- Reduction in Expenses for hazardous waste removal
- Reduction in the rate of healthcare associated infections (HAI) or maintenance of HAI rate within [x%] of baseline, (The metrics for these calculations will be the CLASBI and VAE rate per 1000 device-days and healthcare associated Clostridium *difficile* cases per 1000 patient-days).
- Increase in the rates of health care worker (HCW) influenza vaccination or maintenance of high baseline rate
- Reduction in the rate of infection-related readmission to hospital or maintenance of baseline rate

Note: VMG's market study of infectious disease incentive compensation is related to the achievement of quality outcomes, not cost savings measures.

ID specialists should carefully consider which quality measures best apply to their particular circumstances and should ensure that adequate data-capture systems are in place to achieve accurate measurement. This is particularly important in light of legal and regulatory requirements that apply to financial relationships between a hospital and physicians who make referrals to the hospital. In general, regulatory guidance emphasizes that payments made to physicians under a co-management agreement must be commercially reasonable fair market value payments that do not vary or depend on the volume or value of referrals between the parties of the agreement. Regulatory guidance also instructs that the quality/performance metrics must be capable of being accurately measured and cannot incent physicians to increase utilization, make adjustments in case mix, or reduce medically necessary services. Additional regulatory guidance for consideration appears below in Exhibit 2.

Exhibit 2: *Quality Outcome Payments* – Regulatory Guidance, from presentation by VMG Health to IDSA Clinical Affairs Committee, April 2013.



As mentioned above, achievement of quality metrics covered under a co-management agreement may trigger pre-determined, performance-based incentive payments. The amount of these incentive payments should be determined through a fair market value assessment. See "Market Study of Infectious Disease Incentive Compensation for Achievement of Quality Outcomes Measures," available on the IDSA website, under the "Value of ID Specialists Toolkit." (Please note that VMG has provided a market study of the potential compensation, but has not conducted the necessary steps to provide a fair market value opinion on any specific arrangement.)

The General Process for Negotiating a Co-management Agreement

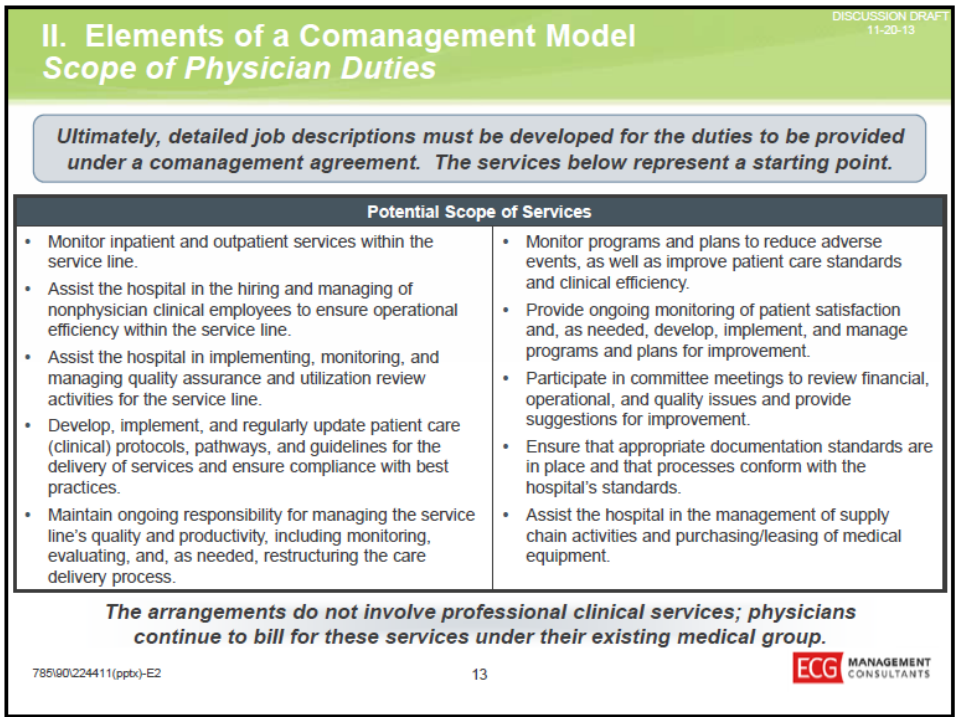
It is important to understand the general process for proposing and negotiating a co-management agreement. Below, we identify the major steps within the process and suggest that ID specialists may need to take the initiative throughout the process, given that many hospitals may not have considered co-management agreements for infectious diseases services.

1. ***Identify the Need for the Services and Demonstrate Professional Qualifications*** – The first step is establishing a clear need for the services and a strong rationale to support consideration of the possible arrangement. This will require identifying any mandates or recommendations (as may be required by law, deemed by accreditation bodies, third party payers, evidence-based guidelines, etc) and any other evidence that supports that a physician executive should be retained to furnish the services such as Antimicrobial Stewardship and Infection Control &

Prevention under a co-management agreement. Possible references to mention include the Policy Statement on Antimicrobial Stewardship by the Society for Healthcare Epidemiology of America (SHEA), the Infectious Diseases Society of America (IDSA), and the Pediatric Infectious Diseases Society (PIDS), and other resources found in the IDSA website at http://www.idsociety.org/Stewardship_Policy/. In addition to establishing the need for these services, the ID specialist should demonstrate his/her qualifications for providing the services.

2. ***Define Physician Executive Duties*** – Physician executives are generally recognized as having the clinical expertise and the leadership ability to provide structure and function to the clinical enterprise of a hospital or health care system. The activities typically associated with a physician executive role include aligning physician incentives and systems; advising senior hospital executives and the medical staff, implementing and monitoring "best practices" with the intent of aligning physician incentives and systems with the interests of patients.

   Exhibit 3: *Scope of Physician Duties* – from webinar presentation by ECG Management Consultants, November 2013.



DISCUSSION DRAFT
11-20-13

II. Elements of a Comanagement Model
Scope of Physician Duties

Ultimately, detailed job descriptions must be developed for the duties to be provided under a comanagement agreement. The services below represent a starting point.

Potential Scope of Services

- Monitor inpatient and outpatient services within the service line.
- Assist the hospital in the hiring and managing of nonphysician clinical employees to ensure operational efficiency within the service line.
- Assist the hospital in implementing, monitoring, and managing quality assurance and utilization review activities for the service line.
- Develop, implement, and regularly update patient care (clinical) protocols, pathways, and guidelines for the delivery of services and ensure compliance with best practices.
- Maintain ongoing responsibility for managing the service line's quality and productivity, including monitoring, evaluating, and, as needed, restructuring the care delivery process.
- Monitor programs and plans to reduce adverse events, as well as improve patient care standards and clinical efficiency.
- Provide ongoing monitoring of patient satisfaction and, as needed, develop, implement, and manage programs and plans for improvement.
- Participate in committee meetings to review financial, operational, and quality issues and provide suggestions for improvement.
- Ensure that appropriate documentation standards are in place and that processes conform with the hospital's standards.
- Assist the hospital in the management of supply chain activities and purchasing/leasing of medical equipment.

The arrangements do not involve professional clinical services; physicians continue to bill for these services under their existing medical group.

785\90\224411(pptx)-E2 13 ECG MANAGEMENT CONSULTANTS

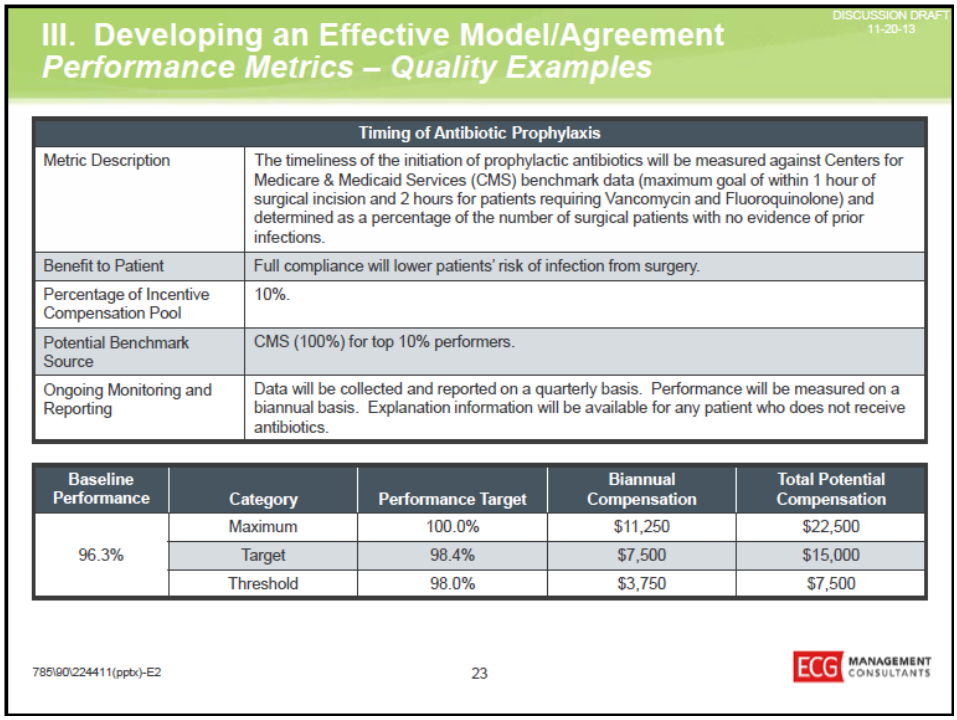
3. ***Project the Number of Hours Required*** – Depending on the size of the facility/health care system and the resources available (EHR system, medical staff, support staff), the amount of hours required to adequately deliver the co-management will vary. These factors must be carefully assessed in order to make an objective determination that the number of hours is reasonable and necessary to accomplish the hospital's legitimate needs as well as achieve the proposed quality metrics. The ID specialist should prepare a written projection of the number of hours reasonably necessary to perform the co-management based on a review of available appropriate data that provide any useful benchmarks.

4. ***Propose Quality Measures*** – Possible quality measures relevant to Antimicrobial Stewardship and Infection Control & Prevention have been provided above. In assessing these quality

measures, the infectious diseases specialist should consider the strategic priorities of the hospital as well as its areas of clinical focus. For example, if the hospital has an orthopedic or cardiovascular service line that is a strategic priority and a point of differentiation in the market place, it would be prudent to select infectious diseases quality measures relevant to that service line. Furthermore, the critical aspect of this step in the process lies in the ability to collect data on the selected quality measures that validate the impact of the physician executive services.

Exhibit 4 provides an example of how performance metrics can be applied to co-management agreements, specifying the description, benefit to patient, percentage of incentive compensation, benchmark, and data collection process.

Exhibit 4: Example of Quality Metric – from webinar presentation by ECG Management Consultants, November 2013.



DISCUSSION DRAFT
11-20-13

III. Developing an Effective Model/Agreement
Performance Metrics – Quality Examples

Timing of Antibiotic Prophylaxis	
Metric Description	The timeliness of the initiation of prophylactic antibiotics will be measured against Centers for Medicare & Medicaid Services (CMS) benchmark data (maximum goal of within 1 hour of surgical incision and 2 hours for patients requiring Vancomycin and Fluoroquinolone) and determined as a percentage of the number of surgical patients with no evidence of prior infections.
Benefit to Patient	Full compliance will lower patients' risk of infection from surgery.
Percentage of Incentive Compensation Pool	10%.
Potential Benchmark Source	CMS (100%) for top 10% performers.
Ongoing Monitoring and Reporting	Data will be collected and reported on a quarterly basis. Performance will be measured on a biannual basis. Explanation information will be available for any patient who does not receive antibiotics.

Baseline Performance	Category	Performance Target	Biannual Compensation	Total Potential Compensation
96.3%	Maximum	100.0%	$11,250	$22,500
	Target	98.4%	$7,500	$15,000
	Threshold	98.0%	$3,750	$7,500

785\90\224411(pptx)-E2

23

ECG MANAGEMENT CONSULTANTS

5. ***Calculate Fair Market Value Compensation*** – Obtaining a fair market value opinion from an independent expert is an important step in helping to ensure that a co-management agreement include compensation that does not exceed fair market value. The IDSA member is free to share the market reports and other resources available from IDSA, mindful of the intended use of these resources as mentioned above.

6. ***Obtain Legal Review of Agreement*** – Having a health care lawyer familiar with co-management agreements involved from the outset of the parties' co-management negotiations is prudent to ensure that any agreement reached by the parties is consistent with the Infectious Diseases specialist's objectives and protective of the Infectious Disease specialist's interests.

A Closer Look at Legal and Regulatory Compliance

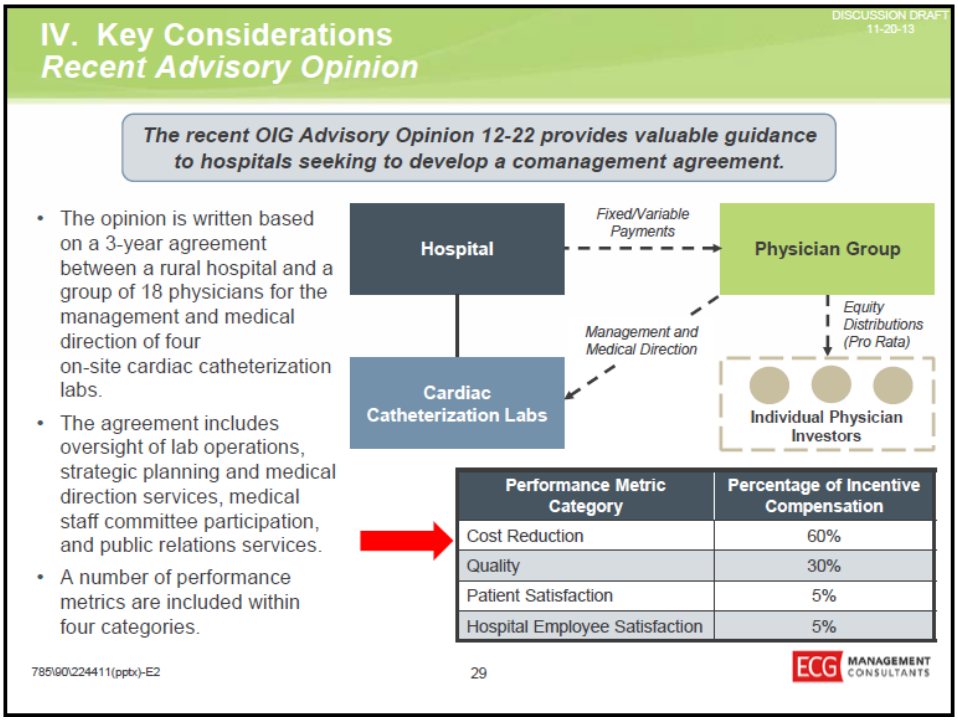
Following are several of the key legal statutes and regulations that apply to co-management agreements:

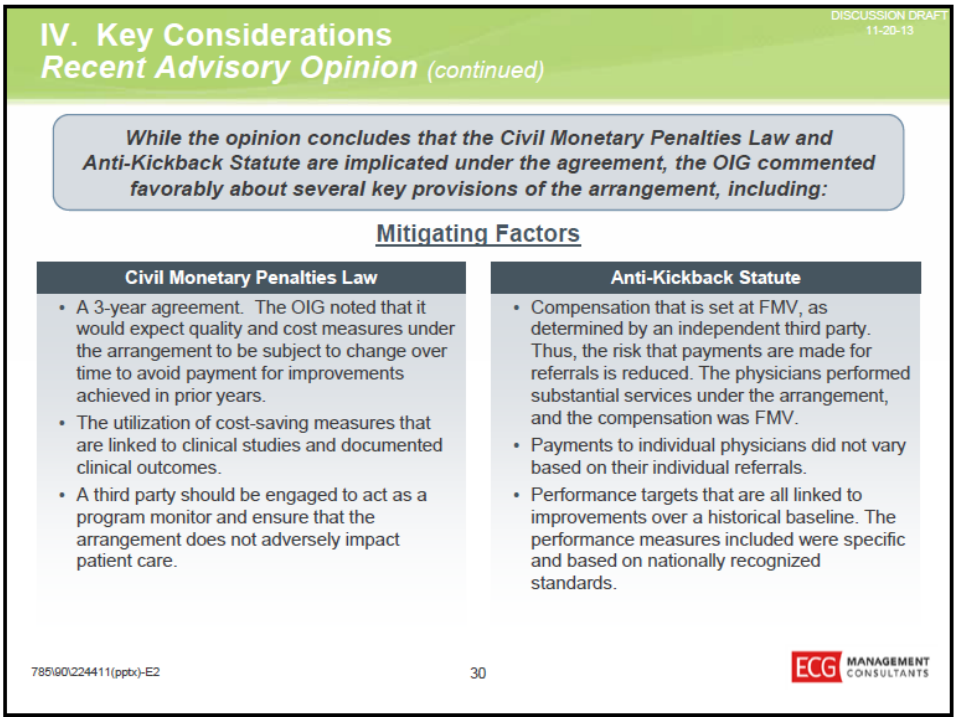
- Civil Monetary Penalties Act (Sections 1128A(b)(1)-(2) of the Social Security Act, 42 U.S.C. §1320a-7a(b)) – This section of the Act establishes a civil monetary penalty (up to $2,000 per patient) against any hospital or critical access hospital that knowingly makes a payment directly or indirectly to a physician (also at risk for the $2,000 per patient penalty) as an inducement to reduce or limit services provided with respect to Medicare or Medicaid beneficiaries under the physician's direct care.
- Federal Anti-Kickback Statute (Section 1128B(b) of the Social Security Act, 42 U.S.C. §1320a-7b(b)) - The anti-kickback statute makes it a criminal offense to knowingly and willfully offer, pay, solicit, or receive any remuneration to induce or reward referrals for items or services reimbursable by a Federal health care program.
- Physician Self-Referral Law (also known as "Stark Law") and its implementing regulations (Section 1877 of the Social Security Act, 42 U.S.C. §1395nn, and 42 C.F.R.§§350 et seq.) – The Stark Law and its regulations prohibit a physician from making referrals for certain designated health services payable by Medicare (and arguably Medicaid) to an entity with which the physician (or an immediate family member) has virtually any financial, unless an exception applies. For a list of items or services that are considered "designated health services," please review the Physician Self Referral webpage on the CMS website, located here: http://www.cms.gov/Medicare/Fraud-and-Abuse/PhysicianSelfReferral/index.html.

Additionally, the U.S. Health and Human Services Department Office of the Inspector General (the "OIG") and the Centers for Medicare and Medicaid Services ("CMS") periodically issue advisory opinions and other guidance that can shed light on the kinds of hospital-physician financial relationships that the OIG and CMS believe are permissible or impermissible under the above-mentioned statutes and regulations. These statutes and regulations are very complex, and to understand their application to any particular co-management arrangements, or any other hospital-physician financial relationship, it is necessary to consult with an experienced attorney who specializes in advising clients regarding these statutes and regulations.

Following is an overview concerning a recent OIG Advisory Opinion dealing with a proposed co-management arrangement.

Exhibit 5: Key Considerations of Recent Advisory Opinion 12-22 – from webinar presentation by ECG Management Consultants, November 2013.





Additional OIG opinions have been summarized in the legal memo entitled "Legality of Gainsharing Arrangements Between Infectious Diseases Physicians and Hospitals," available on the IDSA website under the Value of ID Toolkit, (http://www.idsociety.org/Value_of_ID_Toolkit/, login required).

Guidance on Contract Language

The language that appears below should be considered for inclusion when drafting co-management agreements.

Grant of authority for Management Services:

"[Facility] grants to [Infectious Diseases (ID) Physician Executive] the authority and responsibility, subject to [Facility's] overall direction and control, to manage the operations of the (Infection Control & Prevention/Antimicrobial Stewardship) Service Line, exclusive of billing, collection of revenues, disbursement of funds, coordination with third party payers, negotiating managed care agreements, marketing and promotion of the Service Line of the [Facility]. [ID Physician Executive] shall carry out his/her duties at the direction of the [Facility] and keep [Facility] informed of all major policy matters affecting the Service Line. [ID Physician Executive] shall have reasonable discretion in the management of the Service Line and shall exercise its reasonable judgment in the management and operation thereof in the absence of direction from the [Facility]."

Infectious Diseases Physician Executive Duties:

In general, the [Infectious Diseases Physician Executive] shall provide services and expertise to

- Create and update necessary Facility protocols related to Infection Control & Prevention/Antimicrobial Stewardship (ICP/AS)
- Assist in the selection of equipment, materials, and supplies, including EHR software, and the development of standardization within the Facility among its equipment and IT systems
- Establish best practices for the ICP/AS Service Line and develop benchmarks to evaluate whether such best practices have been met
- Provide ongoing direction of the ICP/AS Service Line using standards to enhance quality and efficiency
- Assist in the strategic, financial, and operation planning
- Develop clinical protocols and guidance
- Address error reduction and adverse events

The [ID Physician Executive] shall perform the following duties and responsibilities under this Agreement, as well as such other duties as Facility may require ID Physician Executive to perform from time to time.

1. Serve as Clinical Lead on [Infection Control & Prevention Workgroup] and provide strategic direction in efforts to reduce infection rates/maintain low infection rates relative to baseline, to include the development of protocols and institutional policies with respect to hand-washing, contact isolation, hazardous material disposal, and other infection-control/prevention related matters.
    a. Performing duties that include, but are not limited to, the following: monitoring wound infection patterns, optimizing prophylactic antibiotic usage, and providing continuing education about proper techniques for minimizing nosocomial infection.
    b. Supervise and direct appropriate action for contagious diseases outbreaks that occur within the institution. This includes not only investigation but also intervention to minimize risk and direct collaboration with DOH and other officials as needed.

c. Assist Facility in the interpretation and implementation of laws concerning the protection of Facility's workforce from contagious diseases.
d. Supervise and ensure proper reporting to the relevant state level department of health/ CDC of reportable diseases
e. Assist Facility by providing Facility guidance on meeting standards for infection related complications that are reportable under applicable law.
f. Assist facility as needed for accreditation, inspection and survey by DOH, Joint Commission and other regulatory or authoritative bodies.
g. Be available 365 days, 24 hours per day or provide said coverage to assist on an emergency basis for evaluation, management and protocol implementation of unexpected contagious disease outbreaks or concerns.
h. Provide physician consulting services for needle "sticks", communicable disease exposures (i.e., TB), and monitoring the effectiveness of the infection control program

2. Serve as a member of Facility's Pharmacy and Therapeutics Committee as an expert in antimicrobial therapy and assist in the evaluation of newly released antimicrobials for possible inclusion in Facility's formulary.
3. Chair the Facility's Antimicrobial Stewardship Committee.
    a. In collaboration with Facility's Pharmacy Director, review and revise, when necessary, Facility's list of antibiotic formulary and restricted antibiotics.
    b. Engage Facility's medical staff and provide training to implement antimicrobial stewardship policies.
    c. Provide input on matters pertaining to Electronic Health Record System modification that enable clinical decision-support related to Infection Control & Prevention and Antimicrobial Stewardship.
    d. Review and revise, as necessary, the Microbiology Reporting Slip to reflect the revised Antibiotic Formulary, and assure Formulary is consistent with susceptibility patterns on the antibiogram.
    e. Participate in the quality review of antibiotic usage at Facility.
4. On a patient-by-patient basis, review daily and approve, when appropriate, the use of restricted antibiotics identified by Facility's Pharmacy staff.
5. Provide on-going education to Facility's Pharmacy staff and Medical Staff on topics relevant to antibiotic therapy.
6. Collaborate with the administrative director of Facility's Laboratory to monitor the appropriateness of testing conducted in Facility's Microbiology Laboratory and to minimize unnecessary laboratory tests.
7. Upon Facility's request, advise on methods for optimizing services provided by Facility's Microbiology Laboratory and feasibility for expanding laboratory services.
8. Performance of the Services in accordance with the policies and procedures of Facility, and Facility's medical staff, as well as accepted professional standards and federal and state laws, rules and regulations.
9. Upon Facility's request, coordinate and collaborate with other Facility departments, the medical staff, and Facility administration.
10. Maintain membership on appropriate intra/inter departmental committees, and assure routine availability for attendance at committee/department meetings during routine working hours.
11. Supervise the medical education and training of physicians and Facility employees working in the specialty of infectious diseases and involved in providing professional services.

a. The [ID Physician Executive] shall provide or arrange, at Facility's cost, for education and training opportunities for medical staff professionals involved in the provision of Infectious Diseases Service Line services. Such education and training will be aimed at improving the overall quality, efficiency and effectiveness of the Infectious Diseases Service Line.

12. As requested by Facility, serve as liaison to the [applicable state(s)] Department of Health.
13. Comply with appropriate control and utilization review mechanisms as instituted by the Facility and medical staff utilization review and quality improvement policies as well as utilization and quality improvement reviews undertaken by managed care programs, third-party payors, governmental agencies, or accrediting bodies. In addition, upon Facility's request, the Infectious Diseases Physician Executive shall assist Facility in the development and adoption of standard protocols.
14. Serve as liaison to Facility administration. Such responsibilities shall be performed in accordance with the provisions of Facility's Bylaws and Facility's Medical and Dental Staff Bylaws, rules and regulations, and Facility's policies and procedures, and the provisions of this Agreement, and shall be subject to the overall direction of the Senior Vice President of Clinical Program Development and Chief Nursing Officer.
15. Assist Facility regarding the maintenance of all applicable medical records. Such records shall be the property of Facility and open to review by Facility and /or any committee having the jurisdiction to review them.
16. Periodically review procedures and techniques and consistently pursue educational offerings in all procedures in order to ensure competitive, up-to-date services.
17. Fulfill additional leadership duties not identified above, either personally or through delegations (subject to Facility's prior written consent), such as those identified in The Joint Commission Accreditation Manual for Facilities and including, but not limited to, (a) coordinating and integrating interdepartmental and intradepartmental services; (b) continuously assessing and improving the performance of care and services provided; and (c) participating in the selection of sources for needed services not provided by Facility.

The ID Physician Executive shall endeavor to make certain operational, budgetary, and quality improvements with respect to the Facility's Infection Control & Prevention/Antimicrobial Stewardship (ICP/AS) Service Line as set forth below.

The ID Physician Executive shall assist the Facility in the management of the ICP/AS Service Line in order to achieve such operational, budgetary, and quality efficiencies with respect to:

- HCW immunizations
- Hazardous waste-related costs
- Adherence to hand-washing protocols
- Pharmacy costs related to antimicrobials
- CLASBSI, CAUTI infection rates

Other section of the co-management agreement should address issues related to the following topics:

- Duties of hospital
- Data collection and Performance Monitoring
- Compensation

    - Here in particular, the ID Physician Executive should ensure that the hourly rate accounts for practice overhead if much of the administrative work will be performed at the practice and not within the facility
    - If On-Call services are included in the contract discussions, these should be appropriately accounted when discussing hourly rates.
- Term and Termination

Conclusion

Recent emerging trends in health care payment systems encompass a shift from traditional fee-for-service payment to models which emphasize payment for bundled episodes of care and, as part of new delivery systems such as Accountable Care Organizations, team-based care. CMS and other payors increasingly evaluate such systems for their performance towards the 'triple aim" of improved population health and improved care of individuals, both delivered at lower cost through quality improvement. Much of the emphasis on value as it relates to hospital and ACO systems is focused in the areas of healthcare-associated infections and their prevention, preventing readmissions, and antimicrobial stewardship. Infectious Disease physicians, by virtue of their training and expertise, are uniquely positioned to lead such transitions for hospital and ACO systems. Appropriate valuation of such services has at times been difficult to achieve but must recognize the value of expertise and time spent by the Infectious Disease physician and, as part of these new payment delivery systems, should also allow for participation in the savings achieved by way of appropriately valued incentives linked to target quality metrics. The outline above offers a scheme for developing an appropriate ID Physician Executive Co-management agreement within current legal and regulatory constraints.

IDSA believes that co-management agreements are potential options for members to consider when they are in negotiations with hospitals for the provision of ID related services. Please visit http://www.idsociety.org/Value_of_ID_Toolkit for more information.