



1411 East 31st Street
Oakland, CA 94602

March 13, 2017

RE: Request for Proposal (RFP) for Behavioral Health Services

Forwarded by e-mail

Dear Sir/Madam:

Alameda Health System (AHS) requests proposals from interested organizations offering professional behavioral health services (Proposer) to provide behavioral health staffing for AHS facilities. The goal of this request is to provide behavioral health services (Services) at the following locations:

John George Psychiatric Hospital (JGPH), located at 2060 Fairmont Drive, San Leandro, CA 94578

Highland Hospital (HGH), located at 1411 East 31st Street, Oakland, CA 94602

Fairmont Hospital (FMH), located at 15400 Foothill Blvd., San Leandro, CA 94578

AHS is sending this letter as an RFP to seek a Proposer with experience providing behavioral health staffing services in inpatient and outpatient settings. AHS desires to award a single contract to one organization. Local, minority and women owned vendors and businesses are encouraged to submit a proposal for these Services.

A. Behavioral Health Services – Scope of Work

Under the direction of the Chief Medical Officer and the Chief Administrative Officer, **Proposer** shall make available physicians to provide: Inpatient Psychiatric Care (“IPC”), Partial Hospitalization, Psychiatry (“PHP”), general psychiatric emergency services (“PES”), triage psychiatric emergency services (“TPES”), Substance abuse Program, AHS patient related court testimony to Alameda Health System (AHS) facilities in accordance with the following:

1. John George Psychiatric Hospital

a. Inpatient Psychiatric Services

- i. Provide six (6) eight (8) hour shifts of inpatient psychiatry coverage Monday through Friday from 8:00 a.m. to 4:00 p.m. without a lunch break, fifty-two (52) weeks per year. All physicians shall maintain the same designated hours. (built in “covering” emergencies)

- ii. Provide up to five (5) eight (8) hour shifts of inpatient psychiatry coverage on Saturdays and Sundays from 8:00 a.m. to 4:00 p.m. without a lunch break, fifty-two (52) weeks per year. Less than five (5) eight (8) hour shifts per day may be provided if UAPD psychiatrists are on duty in the inpatient unit.
- iii. Proposer shall provide a lead physician on each of the three units equal to three hours and twenty minutes per week per unit totaling 10 hours per week. The lead physician shall be responsible for auditing the treatment teams and related processes and presenting reports reflecting audit results.

2. General Psychiatric Emergency Services

a. Psychiatric Emergency Services / Crisis Stabilization Unit

- i. Provide General Psychiatric Emergency Services (PES) / Crisis Stabilization Unit (CSU) up to a total of 11,960 hours annually or approximately 5.75 FTE physicians based on 2080 hours per year for one (1) FTE. The hours being subject to terms of this Agreement, the on-site availability of physicians to provide PES services to patients of Hospital, total amount of physician hours, subject to AHS staffing needs and the terms of this Agreement are to be allocated as required by the unit Director among the following shifts:

- 1. Day Shift: 6:00 AM to 4:00 PM
- 2. Swing Shift: 3:30 PM to 11:00 PM
- 3. Night Shift: 11:30 PM to 7:00 AM

Provide Triage Psychiatric Emergency Services up to a total of 7,300 hours annually or approximately 3.5 FTE physicians based on 2080 hours per year for one (1) FTE. The hours being subject to terms of this Agreement, the on-site availability of physicians to provide PES services to patients of Hospital, total amount of physician hours, subject to AHS staffing needs and the terms of this Agreement are to be allocated up to 20 hours per day, 7 days per week and 365 days a year among the following shifts:

- 1. Day Shift: 6:00 AM to 4:00 PM
- 2. Night Shift: 4:00 PM to 2:00 AM

- ii. Provide physicians, with one physician stationed in the triage area adjacent to the ambulance bay, to perform psychiatric emergency medical care, including triaging, assessing and taking patient histories and physical examinations, providing treatment plan, interpreting laboratory and diagnostic tests, interpreting and correlating subjective and objective data, diagnosing, writing orders including medications, determining patient stability, ensuring completion of signed consent for psychoactive medications, collaborating with and supervising licensed professional staff as well as interns and residents, provide AHS patient related court testimony and any other duties as may be reasonably required by Hospital, AHS, or its Medical Staff.

- iii. Assistance and participation in all required legal procedures under the Lanterman-Petris Act and other applicable laws for AHS patients.
- iv. Abide by current and future federal, state and local laws, regulations and guidelines.
- v. Complete all records and reports on a timely basis and in accordance with AHS's medical records policies and Medical Staff Bylaws, including the applicable unit medical record requirement of AHS's policies, the portion of the chart relating to the services summaries.
- vi. Comply with the AHS' hospitals and clinics obligations pursuant to Medicare and Medi-Cal regulations, Conditions of Participation, Title 22 Hospital Licensing regulations, and The Joint Commission accreditation standards.
- vii. Assistance with floating to triage area when needed

b. Psychiatric Medical Director

Provide Psychiatric Medical Director as required for leadership of up to 40 hours per week. The Medical Director to be appointed by the Chair of Psychology and approved by the Chief Administrator Officer and Chief Medical Officer.

3. PHP Highland and Fairmont Hospitals

- a. Proposer shall provide up to one hundred thirty (130) hours per week, 52 weeks per year, of ambulatory psychiatry services in the Outpatient Psychiatry Programs, including but not limited to, the Partial Hospitalization Programs.
- b. Proposer shall provide Medical Director Services through the appointment of a physician as mutually agreed, as the Outpatient Psychiatric Services (OPS) Medical Director for the Highland and Fairmont Hospitals OPS Programs. Proposer shall provide up to four (4) hours per week, 44 weeks per year, dedicated to such Medical Director services. Duties of the OPS Medical Director include but are not limited to the following:
 - i. Monitoring and evaluation of patient care as part of continuous quality improvement.
 - ii. Meeting quarterly with the Chair, Department of Psychiatry concerning OPS issues.
 - iii. Providing advice and overseeing implementation of policies and procedures within the Department of Psychiatry.
 - iv. Participating in treatment team meetings.
 - v. Participating in staff, professional and community education programs.

- vi. Meeting with the Program Manager/Director as necessary concerning OPS issues.
- vii. Interacting with admitting and attending physicians as necessary concerning case management.
- viii. Orienting new physicians in their role in OPS.
- ix. Providing consultation to staff during regular OPS hours.
- x. Providing other duties as may be reasonably requested by the Chair, Department of Psychiatry, the CMO or the CAO.
- xi. Interacting with acute and crisis psychology setting including providing services for both of these services or consultation.

4. Substance Abuse Medical Director

Provide 10-15 hours weekly Monday – Friday on the Day Shift

- a. Physician shall have a MD or DO from an accredited institution with a current CA state medical license and be board certified or board eligible in internal medicine or psychiatry.
- b. Familiar with standard concepts, practices, and procedures in adult psychiatry and addiction medicine.
- c. Acts in an appropriate and professional manner as defined by the company's Standards of Behavior, Policy and Procedures, and Scope of Services.
- d. Executes good judgment, self-control, and persuade and motivate people.
- e. Communicates clearly and effectively both orally and in writing.
- f. Assures clinical interventions are appropriate for the admitting diagnosis and reflect the standard of care, as defined by the medical staff and the organization.
- g. Promotes the provision of services for childbearing women with mental health problems and substance abuse disorders.
- h. Establish medical necessity for patients based upon review of physical examination, medical history and laboratory results.
- i. Give appropriate advice for healthy habits and preventative actions to promote overall health.

- j. Assures quality and safe service for clients and staff by enforcing policies, procedures, standards, rules, and legal regulations; participating in utilization reviews, remaining available for emergency consultations.
- k. Improve staff competence by providing training and discussions regarding the interrelationship between psychosocial and physiological problems, psychotropic medication, crisis intervention, and related issues.
- l. Updates job knowledge by participating in continuing medical educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.
- m. Consult with other physicians at AHS as necessary regarding substance abuse patients in the treatment program.

5. Administrative Duties

- a. AHS may request the Proposer to make physicians available for Administrative Services which might include serving as a Chair, Chief or Medical Director as described in the Medical Staff Bylaws of AHS or to participate in system wide activities as they pertain to an organized department. In the event that AHS requests such Administrative Services from Proposer to be provided by a physician, such request shall be made in writing by the AHS representative, with the support of the Chief Administrative Officer of the hospital. The duties will be described in the Medical Staff Bylaws or an applicable job description with the amount of time expected to furnish the Administrative Services.
- b. Proposer must submit a Time Report reflective of the time, location and cost center for Administrative Services subject to the verification approval of the AHS Representative.
- c. Proposer acknowledges and agrees that the services as described in Sections 1., 2., 3., and 4., and Administrative Services as described in this Section 5. cannot be performed at the same time by the same physician. Thus, Proposer warrants and covenants that Proposer will only bill AHS for one service per physician (either Administrative services or IPC, PHP, PES or TPES services) during a given time period. Should Proposer, in violation of the foregoing, bill AHS for both Administrative and IPC, PHP, PES or TPES services for the same time period and the same physician, AHS at its sole discretion and after reviewing the invoice and necessary time reports, will determine which service was in fact rendered and pay Proposer for only that service the physician performed.

6. General Requirements

- a. Provide on-call consultation services seven (7) days per week, three hundred sixty-five (365) days per year. On-call consultation services shall be defined as all routine and after hour calls, excluding admissions, discharges, restraint and seclusion and urgent matters. Telephone calls shall be returned within thirty minutes.
- b. Provide Alameda Hospital telephone support up to one telephone consult per week to

determine appropriateness of patient transfer to John George Hospital. If services are needed beyond one telephone consultation per week, the issue will be discussed with AHS regarding re-distribution of resources or the development of a contract addendum.

- c. Proposer shall provide administrative support for the term of the contract.
- d. Proposer shall arrange and provide upon written AHS approval as necessary Locum Tenens coverage. AHS shall be invoiced at the charges incurred by the Locum Tenens Company for provision of services to AHS.
- e. Proposer shall employ and pay at its' own expense all licensed physician personnel deemed necessary for the proper operation of the service. Proposer shall be responsible for all vacation pay, sick leave, health insurance, retirement benefits, Social Security, Worker's Compensation, disability insurance, unemployment insurance or employee benefits of any kind for all personnel employed by Proposer.
- f. Proposer shall maintain and submit to AHS a monthly schedule that provides a true and accurate accounting of physician coverage for the services it is responsible for 7 days per week, 365 days per year, including "on call" status, setting forth the name(s) of the physician for each day. The schedule shall be furnished at least by the twenty-fifth (25th) day of the month preceding the scheduled month. If there are any alterations to the schedule from what was submitted to AHS, Proposer agrees to timely submit a full, complete and accurate schedule that reflects all changes which may have been made during same month. Physicians scheduled to provide this coverage must:
 - i. Be members in good standing of the Medical Staff, with full privileges to provide necessary patient care services;
 - ii. Comply with AHS's nondiscrimination policies, and be eligible to and agree to treat Medicare and Medi-Cal patients; and
 - iii. Provide services in accordance with all applicable Medical Staff and AHS bylaws, rules, regulations and policies.
- g. Proposer and the physicians shall provide to AHS, within fifteen (15) days of the end of each month, such time reports or other written confirmation of the performance of the services. Upon request of AHS, Proposer and the physicians shall also complete and execute such other time studies or allocation statements on forms provided by AHS as may be required to comply with applicable federal, state and other grant funding sources and other legal requirements. Payment will not be rendered unless the time report is received.
- h. Proposer shall be responsible for ensuring Crisis Prevention Institute (CPI) Training and related back fill for all contracted physicians, with the exception of physicians serving in a fill in capacity, who do not provide services on a consistent basis. Proposer shall assure that applicable physicians receive CPI training and CPI certificates within three to six

months of contract effective date for current physicians and within three months of start date for new physicians. CPI training sessions shall be offered by AHS at no charge to Proposer. Multiple training sessions shall be offered by AHS so that all physicians are not receiving training simultaneously.

- i. Physicians providing PES and TPES services shall be duly licensed to practice medicine in California, Board Certified or Board Eligible in Psychiatry by the American Board of Psychiatry and Neurology and or physicians in an Accreditation Council for Graduate Medical Education accredited residency program in psychiatry, PGY-III or greater and who have completed the emergency psychiatry portion of their training; and possess Crisis Prevention Intervention Training or promptly after the execution of this Agreement, obtain Crisis Prevention Intervention Training. Proposer shall deliver to AHS a monthly updated roster of physicians providing the PES/TPES services. The roster shall make clear whether a physician is a new or current physician, and whether the physician is board eligible, certified or in a residency program.
- j. Upon Hospital Administration request, up to ten percent (10%) of each physician's time shall be dedicated to educating staff and patients, e.g., providing an in-service to staff on topics which the provider is an expert, leading a process improvement initiative on the unit, serving as an internal consultant on quality initiatives on the unit.
- k. Proposer shall provide other medical administrative services as assigned consistent with the Bylaws and Rules and Regulations.
- l. Advise on clinical matters to the AHS Chair, Department of Psychiatry or designee. The CMO will monitor this Agreement and all work performed by Proposer.
- m. The following physicians, as an individual or organized as a professional corporation, as indicated, are the parties referred to collectively as "Physicians" in the foregoing Professional Services Agreement:

VENDOR PHYSICIAN ROSTER

Proposer shall deliver to AHS a monthly updated roster of physicians providing services under this Agreement. The roster shall make clear whether a physician is a new or current physician, whether the physician qualifies to provide PES/TPES services by meeting the requirements of Section 5. k., whether the physician is board eligible, certified or in a residency program, and whether the physician has left the group.

B. Background

AHS is a major public healthcare provider and medical training institution recognized for its world-class patient and family centered system of care. AHS serves as the Safety Net provider in Alameda County. AHS provides comprehensive, high quality medical treatment, health promotion, disease prevention and health maintenance in an integrated system of hospitals,

clinics, and health services. The Highland, John George and Fairmont hospitals primarily treat patients from government programs or the uninsured. Alameda and San Leandro campuses treat additional patients with commercial insurance.

C. Qualifications

Qualified Proposers will be recognized groups, with experience providing behavioral health services and satisfying the relevant state/federal regulatory requirements, including but not limited to regulations promulgated by the Centers for Medicare and Medicaid Services, regulations of the California Department of Public Hospitals, and Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Respondents to this RFP shall have the following qualifications:

- Must not appear on the “List of Excluded Individuals/Entities” as maintained by the Office of Inspector General (<http://exclusions.oig.hhs.gov>).
- Must be licensed and in good standing with the State of California;
- Must have an excellent reputation in the community;
- Must be knowledgeable of CMS, The Joint Commission and the applicable CA State and Medicaid regulatory agencies;
- Must have experience with similar initiatives;
- Must have adequate insurance coverage (see below);
- And must not have a potential or existing conflict of interest (see below).

D. Proposal Questions

I. CONTACT INFORMATION (required for proposal to be considered)

1. Provide the legal name of the Firm, addresses of both the corporate office and the branch office closest to AHS, the telephone and fax numbers for all applicable locations.
2. Provide the name, title, telephone number, fax number, and email address of the person to whom all correspondence related to the Proposal and contract negotiations should be directed.

II. COMPANY STRUCTURE and SCOPE of SERVICES (15 points)

1. Describe the legal structure and ownership of your Firm. List present and prior business names. Provide the length of time in business under each name.
2. Describe other hospital and ambulatory clinical affiliations include name, location and nature of involvement.

3. Provide a copy of your organizational chart and describe how your Firm is organized including geographical areas served. What are the names, titles and primary duties of persons that would be assigned to the SCVMC account if awarded a contract?
4. Provide detailed information about any inability or refusal of your Firm to fulfill a contractual obligation within the past five years.
5. Describe your Firm's philosophy and rationale regarding the use of midlevel providers in an:
 - a. Inpatient Setting
 - b. Ambulatory Setting
6. What is the patient/provider staffing ratio that you would implement in the Psychiatric Department for each of the following scenarios? Describe the assumptions that the ratio is based upon and the performance expectations of the provider. If the staffing model that you would implement includes both physicians and midlevel providers then provide separate responses for each group. Describe how residents fit into the productivity standards.
 - a. 40,000 visits/year
 - b. 35,000 visits/year
 - c. 30,000 visits/year
7. Describe the policies, processes and training used to ensure cultural responsiveness toward patients.
8. Provide a detailed plan for determining staffing and scheduling requirements to provide coverage for the Services.
9. Describe the following processes and identify who will be responsible for completing them:
 - a. Preparing work schedules
 - b. Obtaining coverage for planned absences such as vacations
 - c. Obtaining coverage for unexpected absences such as illness
 - d. Monitoring and updating current schedules
10. If the contract fee schedule is based on hours of care provided what documentation will you provide to verify the hours billed?
11. How would you optimize patient flow in the Psychiatric Department? Describe key elements of an effective triage system that you would recommend.
12. What is the relationship between "rapid medical evaluation" and a medical screening exam (MSE)?

13. Describe the MSE process changes that you recommend implementing and explain why.
14. Describe your Firm's experience conducting hospital-based programs to:
 - a. Increase or decrease patient volume
 - b. Measure and improve patient satisfaction levels
 - c. Measure and improve physician satisfaction levels
 - d. Measure and improve staff satisfaction levels
 - e. Increase community awareness and improve community relations
15. Describe your Firm's approach and successes in developing operational partnerships with:
 - a. EMS
 - b. Hospital caregivers working with the provider staff
 - c. Ancillary departments
 - d. Medical Staff
 - e. Hospital leadership

III. CLINICAL LEADERSHIP and PROVIDER SERVICES (15 points)

Medical Director

1. What are the duties, tasks and expectations that the Medical Director would be expected to fulfill? Provide a copy of the Medical Director Job description.
2. Does your staffing model include an Assistant Medical Director? If so, describe the benefits of this role and differentiate the duties, tasks and expectations of this person compared to the Director. Provide a copy of the Assistant Medical Director job description.
3. What do you consider to be the minimum qualifications required for:
 - a. Medical Director
 - b. Assistant Medical Director (if included in your model)
4. Describe the process that you would go through to recruit, select and assign a Medical Director and Assistant Medical Director (if applicable) to oversee Services at AHS.
5. What actions does your Firm take to develop the Medical Director's/Assistant Medical Director's leadership abilities? Please briefly describe also how an incumbent would work directly with provider staff and interdisciplinary team members.
6. How will administrative coverage be provided in the absence of the Medical Director or Assistant Medical Director (if applicable)?

7. Describe how intragroup disputes amongst provider staff will be resolved.
8. What actions are the Medical Director expected to take if complaints about a provider are brought to his/her attention?
9. Describe how the Medical Director will work directly and collaboratively with designated AHS leadership regarding this program(s).

Provider Staff

1. Provide the number of staff currently employed by your Firm in each of the following categories:
 - a) Board Certified in Psychiatry
 - b) Board Certified or active candidacy in other specialties
 - c) Other credentials (please describe)
 - d) Total number of physician staff
 - e) Total number of midlevel providers
2. What resources do you have available and what is your procedure for backfilling vacancies?
3. If awarded a contract:
 - a) Describe how you will handle the transition (include details about timeline and process) in order to begin providing services on July 1, 2017.
 - b) What steps will you take to recruit staff for the AHS assignment? How long do you anticipate that this recruitment activity will take?
 - c) What actions will be needed from AHS in order to facilitate a smooth transition
4. Describe your procedures for screening providers including processes for confirming the license, training, experience, background checks and references for each candidate for hire.
5. Describe your physician peer review process.
6. What actions does your Firm take in an effort to retain staff?
7. Describe the model for provider compensation that your Firm uses including formulas for productivity measures and any performance incentives used to determine salaries or bonuses.

Training, Inservice and Continuing Education

1. What are your Firm's requirements for continuing medical education?
2. What training programs does your Firm offer or provide to the provider staff?
3. What continuing education or training opportunities for the provider staff does your Firm pay for?
4. How will your Firm handle mandated education and other training requirements that AHS says that the providers need to have (e.g. Crisis Prevention Institute Training)?
5. How will you ensure that all mandated and/or required continuing education and training is completed by each provider and documented by the Firm on a continual basis?
6. Describe your experience providing clinical and didactic educational programs for Psychiatric Medicine Residency Programs, rotating house staff, interns and medical students.

IV. PERFORMANCE IMPROVEMENT (15 Points)

1. What elements does your Firm evaluate in its performance improvement program?
2. Describe current methods used by your Firm to measure patient and provider staff satisfaction. Provide a copy of survey tools used.
3. How and with whom will you share the results of your satisfaction surveys?
4. What is the process used to develop corrective action plans aimed at improving satisfaction and who is involved in the process?
5. How will you integrate the results of satisfaction surveys conducted by your Firm with the results from hospital surveys?
6. Describe the performance metrics routinely tracked by your Firm related to provider and department performance. How is this information shared with Hospital Administration? How is the data used?
7. Describe your Firm's risk and utilization management programs related to Psychiatric Department. Include goals and outcomes in your description.

8. Describe resources available to the Medical Director to monitor and optimize department operations as well as maximize efficiencies.
9. Provide examples of how your Firm has worked with Hospital Administration and medical staff to strengthen fiscal performance of Psychiatric Department.
10. How will you align financial incentives to achieve performance goals in the Psychiatric Department?
11. How will you incentivize providers in the Psychiatric Department to see patients promptly and efficiently and to document fully?
12. Describe programs in place to address governmental compliance including, but not limited to, EMTALA, HIPAA, and screening for exclusion from federal and state healthcare programs.
13. How will your Firm assure compliance with JCAHO and California Department of Health Services (DHS) standards? How will you assist AHS to be in continual readiness for a survey?
14. How will you ensure that all teaching programs remain in compliance with all ACGME requirements?

V. BILLING, CODING and COMPLIANCE (15 Points)

AHS does all of the billing and collection (Billing) for both the facility and professional (physician and midlevel providers) for the Services provided.

Please answer the following questions:

1. What quality improvement activities are undertaken to assure that Billing and coding are being done correctly on an ongoing basis? How will you assure compliance with government and commercial health plan coding requirements?
2. What expectations and provisions do you have for ongoing physician training in documentation and coding?
3. Describe performance measures that you have in place that support the overall billing process. Describe any goals or expectations regarding: obtaining PINs and UPINs; charge ticket submission; and coding compliance. How actual performance is measured compared to these goals? Does the Firm use any incentives or penalties related to achievement or non-achievement of these goals?

4. How will the Firm verify that all physicians and/or midlevel providers are credentialed with appropriate billing numbers prior to being scheduled to provide services in the Department?

VI. PAYMENT SCHEDULE (15 Points)

1. Provide your proposed fee schedule including an itemized breakdown for all services to be provided. Be sure to account for AHS not providing professional liability insurance.
2. Describe the method by which physicians are compensated, including any premium pay differentials and any compensation incentives that reward physicians for improved levels of service and patient satisfaction.
3. Describe the factors taken into consideration to derive the proposed payment schedule.
4. Does your proposal include an administrative stipend? If so, what responsibilities are covered by this stipend (number of administrative hours, committee participation, etc.)? Are there pay-for-performance criteria linked to the administrative stipend? If so, describe.

VII. REFERENCES (15 Points)

1. Provide a summary of the Firm's clinical experiences include Populations, Acuity and Settings.
2. Provide a list of clinical settings that your Firm currently has staffing contract(s) with, including the city and state that the facility is located in and the length of each contract.
3. Provide three references, at least one (1) of which must be a Psychiatric Hospital, that your Firm has provided Psychiatric Department staffing for similar engagements as those sought by AHS within the last two years. For each facility reference provide:
 1. Name and address of facility where services were provided.
 2. Names, titles, and telephone numbers of key contact persons
 3. Length of time services were provided
 4. Brief description of the scope of services provided
 5. Volume of patients seen each month
 6. Teaching programs offered in the Psychiatric Department

VIII. PROVIDER OF CHOICE (5 Points)

In conclusion, please summarize why AHS should select your Firm. Identify the specific services that you propose to provide, describe what makes you uniquely qualified to provide these services, and state why we should select your Firm as our #1 choice.

IX. LOCAL PREFERENCE (5 Points)

Local, minority and women owned vendors and businesses are encouraged to submit a proposal for these Services.

1. Does your Firm currently have a main office or branch office with meaningful production capacity located within the County of Alameda?
2. If the Firm has a main office or branch office located within Alameda County, please provide the local address and phone number of the office.

X. FINANCIAL STATEMENT (required for proposal to be considered)

The Firm must submit one of the following as evidence that your organization is capable of providing sufficient working capital and cash flow for the term of the proposed contract:

1. A financial statement reflecting existing cash flow.
2. A copy of the most recent and complete annual audited financial statement (must be within past eighteen months).

E. Proposal Evaluation

All Proposals meeting the submittal requirements will be evaluated by the Evaluation Team a review panel consisting of individuals with executive responsibilities associated with the Services provided by AHS. The names of the individuals on the Evaluation Team will not be revealed prior to completion of the evaluation process. The Evaluation Team will evaluate and rate each Proposal. The maximum score possible is 100 points. The maximum points that may be awarded for each section of the proposal are as follows:

<u>SECTION</u>	<u>MAXIMUM POINTS</u>
Company Structure and Scope of Services	15 Points
Clinical Leadership and Provider Services	15 Points

Performance Improvement	15 Points
Billing, Coding, Compliance	15 Points
Payment Schedule	15 Points
References	15 Points
Provider of Choice	5 Points
Local Preference	5 Points
Total Maximum Points	100 Points

Recommendation of contract award will be made to the Proposer that the Evaluation Team believes is best able to provide the requested Services. The Evaluation Team may request clarification and may interview any Proposer to clarify terms of their Proposal. The AHS reserves the right to make site visits, to audit personnel and payroll files, and to conduct reference checks of any Proposer considered for a contract award.

Award of a contract to the selected Proposer will be conditioned upon successful negotiation of a mutually acceptable contract between the Proposer and AHS.

AHS reserves the right to reject any or all Proposals as set forth in Section J of this RFP. Award of a contract is contingent upon approval from the Board of Trustees (Board) and will be made at a regularly scheduled meeting of the Board.

F. Proposal Content Requirements

Proposal must be separated into distinguishable sections, and include the following:

1. Proposal Table of Contents.
2. Project Implementation Dates.
3. Proposal Questions
4. **Please keep proposals to no more than twenty five (25) pages, including qualifications.** Please do not include any advertising or marketing material. **However, two samples projects for similar work performed for other health organizations may be attached for review. The materials will not be counted as part of the maximum 25 pages.**
5. Any Proposer planning to submit a response to this RFP is responsible for:
 - a. Examining all RFP documents, including all Appendices, Exhibits, Addenda, and the Required Agreement, with appropriate care;

- b. Understanding and assuming responsibility for all conditions and RFP provisions which might in any way affect the cost of performance of any work; and
- c. Making all necessary arrangements or inquiries to become fully informed regarding all existing and expected work conditions and matters which might, in any way, affect the cost or the performance of the work.
- d. Any failure to fully investigate the foregoing conditions shall not relieve the Proposer from responsibility for estimating properly the difficulty, extent, or cost of successfully performing the work set forth in this RFP. Failure to fully examine all conditions, RFP provisions, and any and all documents incorporated into or referred to in the RFP will be at the sole risk of the Proposer.
- e. It is each Proposer's responsibility to identify any perceived points of conflict or ambiguity and to request interpretation and/or clarification regarding any language in the RFP. Should the Proposer discover any material ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer must notify AHS by e-mail within five (5) business days of such discovery with a request for clarification and no later than (10) days before the Proposal submission date.

G. Other General Requirements

1. Proposals shall be valid for a sixty (60)-day time frame.
2. Organizations may ask questions **in writing** regarding the proposal expectations by the due date. AHS will review such questions and respond to the same via an Addendum to the RFP letter which will be sent to all Organizations on the identified solicitation list. The list of solicited firms will be available upon request.
3. All written communications with AHS regarding this RFP, including its Appendices, Exhibits, and Addenda, must reference the RFP, Proposer's company name, and Proposer's contact person's name, title, e-mail address, physical address, telephone number, and fax number, and the reason for communication (e.g., questions), as follows:

“[Reason for Communication]: Request for Proposals for the Behavioral Health Services RFP 1.”

4. Any material received that does not explicitly indicate its RFP related contents will be handled as general mail or communication, which may result in a delay or non-response to the Proposer. AHS is responsible only for that which is expressly stated in this RFP and any AHS initiated Addenda thereto. Proposers shall not consider any oral representations or statements by an official, whether elected or appointed, officer, employee, or agent of AHS to be an official expression on its behalf, unless such representations or statements are made in a written communication from the authorized AHS Contact. AHS is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on AHS's behalf.

5. Incomplete proposals and/or proposals provided after the proposal submission deadline will not be considered for the engagement.
6. False, misleading, or deceptive statements in connection with a proposal shall be sufficient cause for rejection of the Proposal.
7. Organizations are required to show proof insurance as follows:
 1. Commercial general Liability: 1,000,000
 2. Professional Liability: 1,000,000 / 5,000,000
 3. Cyber Security Insurance: 3,000,000 / 5,000,000

H. Contractual Requirements

1. AHS expects the selected Vendor to agree to establish the contract using AHS' standard Agreement – Sample Agreement attached in Exhibit A.
2. The agreement is not exclusive, and AHS has the right to enter into agreements with other firms for additional services; AHS will not replace the services identified in the final agreement
3. Compensation will be based on a deliverables-based payment schedule, on a flat fee/fixed price basis for a contract amount to be determined which will be negotiated by the parties as part of the terms of the agreement. Final Acceptance is defined as the determination by AHS that the Services meet all requirements, acceptance is complete, all training, if applicable, has been provided, and all documentation have been delivered to AHS.
4. Responder agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a reply. If responder desires any changes to the RFP specifications, those changes shall be included in the response. Any requested changes not included in the response will not be considered timely and will be denied.
5. All costs required for the preparation and submission of a bid shall be borne by the Responder. AHS is not and shall not be responsible in any way for any costs or expenses incurred by any Proposer in the preparation, submission, or presentation of a proposal in response to this RFP or for the costs incurred during the period of AHS's evaluation of the proposal following receipt thereof by AHS, or negotiation of a potential final agreement regardless of whether one has been awarded to the Proposer.
6. AHS reserves the right to accept or decline any and all responses or any portion or combination thereof and award at its sole discretion.
7. To expedite the review process and to obtain the maximum degree of information from the bidder the contents of the proposal should include a clear and complete identification of the material submitted by section, exhibit, page number and a table of contents.

8. A statement that the selected Vendor will work with AHS to complete a formal agreement. An acknowledgement to abide by the AHS Confidentiality Policy and any required HIPAA regulations, if applicable, which may be amended by AHS time to time.

I. Confidentiality

AHS is a governmental authority and this proposal, documents and work products will be available to the public upon request.

All responses to this RFP become property of AHS and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq). Therefore, unless the information is exempt from disclosure by law, the content of any proposal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between AHS and any Proposer regarding the procurement, shall be available to the public.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that AHS withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. By submitting a proposal with portions marked "confidential," a Proposer represents it has determined such portions qualify for exemption from disclosure under the California Public Records Act. A Proposer may not designate its entire Proposal as confidential nor may a Proposer designate its Cost Proposal as confidential. AHS will not honor such designations and will disclose submittals so designated to the public.

If Proposer requests that AHS withhold from disclosure information identified as confidential, and AHS complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless AHS from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against AHS or its directors, officers, employees, or agents concerning the withholding from disclosure of Proposer information.

If Proposer does not request that AHS withhold from disclosure information identified as confidential, AHS shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to AHS.

J. RFP Submission and Selection Process

1. This RFP establishes the criteria and procedures for submitting proposals in response to the RFP. It is the duty of each Proposer to thoroughly review the entire RFP, including all Appendices, Exhibits, and Addenda thereto, for terms, conditions, and requirements that are included throughout this RFP, including the Required Agreement. The evaluation of proposals is described in Section E Proposal Evaluation. AHS may, at its

sole discretion, cancel this RFP and reject all submissions. AHS shall not be liable for any costs incurred by any Proposer in connection with the preparation, submission, or presentation of any Proposal. AHS’s recommendation for Contractor selection may be subject to final approval by AHS’s Board (the “Board”) authorizing AHS to enter into an

2. **RFP Timeframe:** The following schedule sets forth key events and completion dates in the procurement and contracting process. As part of its participation in the Contractor selection process, each Proposer acknowledges and agrees and commits to adhere to the key events and completion dates set forth below. These dates may be changed at any time as determined by AHS without liability. Should the Proposer fail to comply with activities or adhere to the dates indicated in this Section 1.3 (Schedule of Events) or any Addendum to this RFP, such failure may be deemed as Proposer’s withdrawal from the RFP process.

Event	Date
Request for Proposal Open	March 13, 2017
Deadline to submit Questions about the RFP. All questions must be submitted in writing	March 20, 2017
Response to Questions/Addendum to RFP (if any)	March 24, 2017
Deadline to Submit Proposals	March 31, 2017
AHS expects to make a decision by	April 14, 2017
Projected Contract start date	July 1, 2017

3. Interested Vendors must submit the proposal in searchable PDF format to:
 Robert Durand
 Contract Administrator
 Alameda Health System
 7677 Oakport Street, 12th Floor
 Oakland, CA 94621-2026
 rdurand@alamedahealthsystem.org

4. **RFP Communications:** Proposers who have questions regarding the RFP, must submit them via email to Robert Durand, and are not to contact anyone at AHS other than the Contract Administrator. To insure the proper and fair evaluation of a proposal or bid, AHS prohibits ex parte communication by the Proposer to an AHS Official or Employee prior to the time a selection has been made. Communication between Proposer and AHS will be directed in writing to the Contract Administrator or designated contact person only. The Contract Administrator will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Proposer from consideration or award of the proposal and repeat offenders may be disqualified from future projects. As of the issue date of this RFP and continuing until the final date for submission of proposals, all AHS personnel or AHS agents, except designated AHS personnel, are specifically directed not to hold meetings, conferences, or technical discussions with prospective Proposers pertaining to this RFP. Any Proposer found to be acting in any way contrary to this directive may be disqualified from entering into any Agreement that may result from this RFP.

5. **Conflict of Interest:** The responders' warrant that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to conflict of interest. A conflict of interest exist when there is a relationship with other persons, which makes a vendor unable or potentially unable to render impartial or advice to AHS, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after being awarded the contract and conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Contract Administrator. If a conflict of interest is determined to exist, AHS may, at its discretion, cancel the contract.
6. **Gratuities:** It is improper for any AHS officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of any resultant agreement or that the Proposer's failure to provide such consideration may negatively affect AHS's consideration of the Proposer's submission. A Proposer shall not offer or give, either, directly or through an intermediary, consideration in any form to a AHS officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of any resultant agreement. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.
7. **Amendment To RFP:** AHS reserves the right to amend, supplement, modify, or otherwise change any provision or part of this RFP, and/or the required schedule of events at any time prior to execution of a final written agreement between AHS and the successful Proposer, without any liability or obligation to Proposer. Any such change shall be in the form of an Addendum to this RFP, except for changes to Exhibit A (Required Agreement) approved by AHS. Each Addendum shall become part of this RFP. Each Addendum shall be made available to each person or organization that AHS records indicate has received this RFP. Should any Addendum require from Proposer additional information not previously requested, a Proposal's failure to address the requirements of such Addendum may result in the elimination of the Proposal for consideration.
8. AHS may select some respondents, but not necessarily all, to continue the discussion regarding entering into a formal business relationship for the Services. AHS has the sole right to determine what firm it desires to engage, which determination will be based on AHS's evaluation of the criteria described herein, and the decision may not go to the lowest priced proposal. **Notwithstanding any other provision of this RFP, this RFP is a solicitation for proposals only and is not an offer to enter into a contract. This RFP is not, and shall not be, considered an "agreement to negotiate." This RFP in no way constitutes an agreement between AHS and any Proposer or recipient of this RFP. No agreement or other binding obligation on AHS is implied or will occur unless and until a valid and binding Agreement is approved as required by AHS policy and procedures to establish a legally binding contract.**

9. Upon AHS selection of a Vendor; a contract will be completed, which includes the applicable proposal language, pricing and payment terms, the obligations of the parties; time frames and other important requirements. **The estimated start date of the contract is July 1, 2017.**

Sincerely,

Robert J. Durand, Jr.

Robert Durand / Contract Administrator
Non-Physician Contracts

Alameda Health System

7677 Oakport Street, 12th Fl., Oakland, CA 94621-2026

rdurand@alamedahealthsystem.org

Attachments: Attachment 1 – Fact Sheet - Facilities
Exhibit A – Sample AHS Agreement

ATTACHMENT 1
Fact Sheet - Facilities

Highland Hospital

1411 East 31st Street
Oakland, CA. 94602
(510) 437 - 4800

<http://www.highlandahs.org>

<http://www.highlandwellnessahs.org>

Highland Hospital, located in Oakland, CA, is a major regional trauma center and teaching hospital that delivers primary, specialty, and multi-specialty care. Within the Highland campus are Centers of Excellence in Maternity Services, Gastroenterology, Surgery, Orthopedics, Geriatrics/Senior Care, and Trauma.

Emergency and Trauma

- Northern Alameda County's highest level Trauma Center serving over 2,000 critically injured patients per year
- Inpatient/Outpatient Care
- Full range of services including Cardiac, Cancer, HIV/AIDS, Orthopedics, Dental, Diabetes, Respiratory, Substance Abuse Treatment and Maternal/Child Health
- Medical interpretation in 24 languages through in-person staff and state of the art videoconferencing

Teaching Hospital

- Residencies in Emergency Medicine, Surgery, Oral Surgery, Internal Medicine, Primary Care, Transitional Care.

John George Psychiatric Hospital

2060 Fairmont Drive
San Leandro, CA. 94578
(510) 346-1400

<http://www.johngeorgeahs.org>

John George Psychiatric Hospital, located in San Leandro, CA, provides psychiatric emergency and acute care services to adults experiencing severe and disabling mental illnesses.

Services include:

- Inpatient psychiatric services (approximately 3,200 admissions per year)
- Psychiatric Emergency Service treats more than 95% of acute psychiatric emergencies in Alameda County
- Inpatient Substance Abuse Treatment

Fairmont Hospital

15400 Foothill Blvd.
San Leandro, CA. 94578
(510) 895-4200

<http://www.fairmontahs.org>

Fairmont Hospital, also in San Leandro, is an Acute Rehabilitation Center that is one of the foremost providers of acute rehabilitation services in Northern California, treating severe injuries such as stroke, brain and multiple-trauma. Services include:

Rehabilitation

- 50-bed Acute Rehabilitation Center treating Cerebral, Vascular, Neurological, Brain Injury, Spinal Cord Injury, Multiple Trauma, Amputation, Orthopedic Injury and Chronic Pain
- Occupational and Physical Therapy
- Speech Pathology and Audiology
- Skilled Nursing
- 109-bed Skilled Nursing Facility
- Many residents have multiple diagnoses including neuro-respiratory, substance abuse or other behavioral issues
- Median age is younger than 60

San Leandro Hospital

13855 East 14th St.

San Leandro, CA 94578

(510) 357-6500

<http://www.sanleandroahs.org>

San Leandro Hospital is a 93-bed community-based hospital that provides inpatient and outpatient services including medical, surgical and intensive care. The hospital serves central Alameda County, a community of 265,000 people.

Medical services include 24-hour emergency services, a 13-bed, Level II Emergency Department, critical care, a full complement of skilled surgeons, rehabilitation services, and ancillary services.

Specialty Services – Specialized hospital programs include:

- Cardiology
- Emergency Services
- Imaging Services
- Infectious Disease Services
- Kidney Care
- Lab Services
- Respiratory Care
- Social Work Services
- Surgical Specialty Services including General, Orthopedic, Vascular and ENT.

Alameda Hospital

2070 Clinton Ave.

Alameda, CA 94501

(510) 522-3700

<http://www.alamedaahs.org>

Alameda Hospital at Park Bridge Rehabilitation and Wellness Center (formerly Waters Edge)

2401 Blanding Avenue

Alameda, CA 94501

Alameda Hospital South Shore Rehabilitation and Wellness Center

625 Willow Street

Alameda, CA 94501

Alameda Hospital, Sub Acute Unit

2070 Clinton Avenue

Alameda, CA 94501

Alameda Hospital, located in Alameda, is a 281-bed acute care hospital with 100 acute care beds, 35 subacute beds and 146 skilled nursing facility beds (Waters Edge and South Shore). There is also a Wellness Clinic located at South Shore. The hospital provides a full range of emergency, acute, post-acute inpatient, outpatient, surgical, and wellness services. The hospital serves as the primary health care resource for the residents of Alameda and provides specialty and long term care services for the broader East Bay Area. The facility has nearly 200 board-certified physicians on staff. Its physicians, employees and volunteers are committed to providing the community with quality, compassionate and personalized health care.

Wellness Centers

A network of community-based Wellness Centers that expand access to primary care and AHS medical specialties. All primary services are offered at the Wellness Centers to provide continuity of care for patients. Services include Pediatrics, Immunizations, Family Planning, HIV/AIDS, Breast Health, Dental, Podiatry, TB, Minor Surgery, Social Work and Health Education.

Wellness Centers are Federally Qualified Health Care Clinics located at:

Eastmont Wellness

6955 Foothill Blvd., Suite 200
Oakland, CA. 94605
(510) 567-5700

<http://www.eastmontahs.org>

Hayward Wellness

664 Southland Mall
Hayward, CA 94545
(510) 266-1700

<http://www.haywardahs.org>

Newark Wellness

6066 Civic Terrace Avenue
Newark, CA 94560
(510) 505-1600

<http://www.newarkahs.org>

EXHIBIT A
MODEL AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ALAMEDA HEALTH SYSTEM AND PHYSICIAN GROUP

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and made effective as of _____ or the date last signed, whichever is later (“Effective Date”) by and between Alameda Health System (“AHS”), a public hospital authority created by the Alameda County Board of Supervisors pursuant to Section 101850 of the California Health and Safety Code, with its principal office located at 1411 E. 31st Street, Oakland, CA 94602, and _____, a California professional medical corporation (“PHYSICIAN GROUP”). PHYSICIAN GROUP and AHS are referred to herein collectively as the (“Parties”) or individually as a (“Party”).

WITNESSETH:

WHEREAS, AHS is an integrated health care delivery system which owns, operates and manages hospitals and clinics (the “Hospitals and Clinics”) among which is Alameda Hospital (“Hospital”); and

WHEREAS AHS’s mission is to serve the sick and injured of its community, and to conduct medical research and train medical and allied health professionals; and

WHEREAS, in order to fulfill its mission, AHS is in need of physicians and allied health professionals who share its mission and wish to heal the sick and serve its community; and

WHEREAS, PHYSICIAN GROUP is an organization of physicians and allied health professionals licensed in the State of California, who wish to further AHS’s mission by providing high-quality health care services to the patients of AHS. All of the foregoing, who are employed or contract directly with the PHYSICIAN GROUP are collectively referred to herein as “PHYSICIAN GROUP” and individually as “Provider” or “Physician”; and

WHEREAS, AHS wishes to contract with PHYSICIAN GROUP for the provision of services at the Hospital, and PHYSICIAN GROUP wishes to contract with AHS to make available its Providers to provide the services to the Hospital.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AHS and PHYSICIAN GROUP hereby agree as follows:

I. PHYSICIAN GROUP’S SERVICES

1.1 Services. During the term of this Agreement, PHYSICIAN GROUP, either directly or through one or more of its subcontractors, will provide or make available to AHS the services as set forth in **Exhibit 1** (collectively referred to herein as the “Services”). Services shall be provided to the patients of AHS (“Patients”).

1.2 Specific Requirements of PHYSICIAN GROUP. PHYSICIAN GROUP agrees to the following:

- (a) Physicians and allied health professionals shall be partners, or employed by or

under contract with PHYSICIAN GROUP, pursuant to agreements complying, in all material respects, with the terms and provisions of this Agreement, and extending PHYSICIAN GROUP's performance obligations hereunder to its Providers, as applicable. Such agreements shall, at a minimum, include the provisions set forth in this Agreement.

(b) Each Provider shall have a continuing obligation to meet the following qualifications during the term of this Agreement:

- i. Hold an unrestricted license to practice medicine in the State of California and be board certified or board eligible to practice in her/his respective specialty;
- ii. Be permitted to prescribe medications and hold a valid Drug Enforcement Administration registration;
- iii. Be a member in good standing of the medical staff of the facility at which PHYSICIAN GROUP practices, subject to attendant privileges, responsibilities and conditions of such membership; and
- iv. Be eligible to provide services to beneficiaries under the Medicare and Medi-Cal programs as a participating provider.

(c) Providers shall comply with AHS's policies and standards, including but not limited to the provisions regarding patient care and workplace conduct, as adopted by AHS. AHS will provide PHYSICIAN GROUP with access to a current copy of AHS's policies and standards and any updated versions that may be published from time to time. If any Provider fails to comply with AHS's policies and standards, and fails to take suitable corrective action within a reasonable time after being provided notice by AHS, AHS shall have the right to modify its staffing practices with respect to that Provider up to and including the right to discontinue scheduling Patients or coverage with the Provider.

Any Provider who fails to comply with the terms of this **Section 1.2**, subject to the discretion of AHS, may be prohibited from providing any of the Services on behalf of PHYSICIAN GROUP under this Agreement. Physician Group shall have a continuing duty to immediately notify AHS upon any change, or the initiation of proceedings that could result in a change, in good standing of any Provider's license or other certificate to practice his/her profession as represented herein.

II. EXCLUSIVITY OF PHYSICIAN GROUP

This Agreement does not grant PHYSICIAN GROUP or any Provider providing Services under this Agreement an exclusive right to perform any services; nor does it restrict PHYSICIAN GROUP or Providers' right to practice at other institutions or locations, except when such practice interferes with the performance of the Services set forth in this Agreement.

III. SCOPE OF SERVICES

3.1 Coverage. PHYSICIAN GROUP shall provide a sufficient number of Physicians and Allied Health Professionals to provide the Services in accordance with the Exhibits and/or Schedules provided herein ("Coverage").

3.2 Anticipated Staffing Level. The Parties anticipate that the Services articulated in this Agreement require the staffing levels identified in the Exhibits and/or Schedules incorporated by reference into this Agreement.

3.3 Failure to Provide Services.

Without waiving any right or remedy under law or in this Agreement, in the event PHYSICIAN GROUP fails to provide any of the Services as required in this Agreement, AHS shall have the right not to pay for those Services PHYSICIAN GROUP failed to furnish and may terminate this Agreement and enter into an agreement with one or more alternative providers to render any or all the Services.

3.4 Subcontracting. Subject to any limitation expressly set forth in this Agreement, PHYSICIAN GROUP shall have the right, subject to prior written approval of AHS, to subcontract with other physicians or physician groups for the Services so long as such subcontracted physicians are qualified to perform the Services required under this Agreement, and provided that they comply with all the provisions of this Agreement. PHYSICIAN GROUP shall be solely responsible for compensating the subcontracting physicians, including any and all payments to such physicians for the Services provided to AHS. If AHS gives written consent for PHYSICIAN GROUP to subcontract any of its services to a third party, PHYSICIAN GROUP agrees to: (i) identify the subcontracting physician and the services provided by that physician on all Time Invoices and Reports; and (ii) pay the subcontracting physician at the same rate specified under the Agreement. The Parties acknowledge that each Physician approved to provide Services under this Agreement is named in **Exhibit 8**. Although AHS' prior written consent is necessary, the Parties are not obligated to amend this Agreement in order for Contractor to add additional Physicians who will be providing Services under this Agreement.

3.5 Time Reports. PHYSICIAN GROUP and any subcontractor shall contemporaneously record the actual number of hours worked and a description of the actual Services provided on a monthly time report (the "Time Report") in the form attached hereto as **Exhibit 5**, as modified from time to time by AHS. PHYSICIAN GROUP shall deliver to the AHS designated representative, within ten (10) days after the end of each month, completed and signed copies of the applicable Time Report during the term of this Agreement. Upon the request of AHS, PHYSICIAN GROUP shall, from time to time, complete and execute such other time reports, time studies or allocation statements on forms provided by AHS as may be required to comply with applicable Medicare, HRSA and other legal requirements.

3.6 Clinical Care and Supervision. PHYSICIAN GROUP shall furnish the necessary and sufficient oversight of clinical staff to foster a learning environment for AHS staff and assure adherence to regulations, patient safety and high quality care.

IV. COMPENSATION

4.1 Compensation. In exchange for the Services, AHS agrees to pay PHYSICIAN GROUP a Service Fee as described in **Exhibits 2**, Compensation, to be calculated on the basis of the scope of the Services and payment calculation, and other methodologies set forth in the remainder of this Agreement and in Exhibits and Schedules attached hereto (the "Service Fee").

4.1.1. Principles. Compensation for PHYSICIAN GROUP is intended to be set in a manner that fairly compensates PHYSICIAN GROUP for the Services under this Agreement; that enables PHYSICIAN GROUP to attract and maintain such quality and variety of professionals as will contribute positively to the success and reputation of PHYSICIAN GROUP and AHS; and that is in keeping with PHYSICIAN GROUP's affiliation with AHS's status as a system of public safety-net hospitals.

4.1.2. Fair Market Value Compensation. The compensation provided in **Exhibit 2** represents the Parties' good faith determination of a reimbursement rate that is consistent with the reasonable fair market value compensation for the Services to be provided by PHYSICIAN GROUP under this Agreement.

4.1.3. Reasonableness; Prospective Changes. Compensation shall at all times be and remain commensurate with the reasonable fair market value of the Services provided by PHYSICIAN GROUP hereunder and be commercially reasonable. Any adjustments to compensation will be similarly commensurate with the fair market value of the additional or decreased Services to be rendered, shall not be effective retroactively, and shall continue in effect for a minimum period of 12 months unless this Agreement is otherwise terminated.

4.1.4. Indigent Care Services. PHYSICIAN GROUP shall render necessary and appropriate medical services to indigent patients ("Indigent Patients") in the Hospital. The Parties agree that the Compensation takes into account compensation for Indigent Patients without taking into consideration the volume of Indigent Patients to whom PHYSICIAN GROUP provide services or the value of professional medical services provided to Indigent Patients.

4.1.5. Confidentiality of Compensation. PHYSICIAN GROUP and Providers agree to maintain absolute confidentiality, and not disclose to anyone, except PHYSICIAN GROUP AND Provider's accountant and attorney, the compensation terms of this Agreement. PHYSICIAN GROUP and Providers agree to maintain absolute confidentiality of all financial and all proprietary information relating to AHS, unless compelled by court order or proper legal process.

4.2 Invoice and Time Report. For all Services rendered by PHYSICIAN GROUP and Providers under this Agreement, PHYSICIAN GROUP shall submit a detailed invoice and Time Report as described in **Exhibit 5** to the AHS Chief Medical Officer or designee ("AHS Representative"), within ten (10) days after the end of the calendar month that the Services were rendered. Invoicing shall be submitted no sooner than the first day of the month following the calendar month that PHYSICIAN GROUP provided the Services. AHS shall pay the invoice amount which is congruent with the Service Fee to PHYSICIAN GROUP within thirty (30) days of AHS's receipt of a monthly invoice. Payment shall be subject to validation and approval by the AHS Representative. Upon request of AHS, from time to time, PHYSICIAN GROUP shall ensure that Provider complete and execute such other time reports, time studies or allocation statements on forms provided by AHS as may be required to comply with applicable Medicare, Medi-Cal, HRSA and other legal requirements.

V. BILLING

5.1. Billing for Services.

5.1.1. **Group Billing.** PHYSICIAN GROUP shall be solely responsible for the billing and collection of all legally permissible charges for the professional component of medical services delivered to the Patients by PHYSICIAN GROUP or Providers pursuant to this Agreement. All such billings shall be billed under a single group provider number assigned to PHYSICIAN GROUP and shall comply with all applicable federal and state laws, regulations, rules and guidelines. AHS shall have no liability for bad debts or uncollectable accounts billed by PHYSICIAN GROUP or PHYSICIAN GROUP's billing agent. AHS shall have reasonable access to PHYSICIAN GROUP's coding, billing and collection records in order to assure PHYSICIAN GROUP's compliance with this Agreement and to determine whether the Compensation remains at fair market value. PHYSICIAN GROUP shall promptly correct any billing errors documented by Hospital.

5.1.2. **Documentation and Charge Capture.** PHYSICIAN GROUP agrees to abide by the billing documentation needs, including use of charge capture tools and software, as modified from time to time by the American Medical Association, Center for Medicare and Medicaid Services and other recognized standardized conventions.

5.1.3. **Hospital and Technical Billing.** AHS shall bill and collect for hospital services including the technical component of the Services delivered to Patients.

5.1.4. **Billing Information.** PHYSICIAN GROUP shall provide AHS with any information reasonably available to PHYSICIAN GROUP that is necessary for AHS to bill patients or payors for Services rendered by PHYSICIAN GROUP and its Providers pursuant to this Agreement. AHS shall provide PHYSICIAN GROUP with any information reasonably available to AHS necessary for PHYSICIAN GROUP to bill Patients or payors for services rendered by PHYSICIAN GROUP and its Providers pursuant to this Agreement.

5.1.5. **Billing Records.** AHS and PHYSICIAN GROUP shall each make, keep and maintain, complete and accurate records of all charges and billings, and each Party shall have the right to examine, inspect or make copies of the records of the other Party pertaining to such charges and billings, at its own expense if such access is necessary to comply with any laws, rules, or regulations.

5.2. **Tax Reporting.** To ensure proper tax reporting of the compensation paid under this Agreement, PHYSICIAN GROUP shall complete, execute and deliver to AHS an IRS Form W-9 and California Form FTB-590 (if requested by AHS) which sets forth the correct taxpayer identification number for PHYSICIAN GROUP. To the extent required by law, AHS shall report all payments to PHYSICIAN GROUP on IRS form 1099 and its state law counterpart.

5.3. **Third-Party Payor Arrangements.**

5.3.1. PHYSICIAN GROUP shall cooperate in all reasonable aspects necessary to facilitate AHS or Hospital's entry into or maintenance of any third party payor arrangement for provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

5.3.2. Without limiting the generality of **Section 5.3.1**, PHYSICIAN GROUP shall meet and negotiate in good faith with any third-party payor, including HMOs, PPOs and intermediate

entities (such as independent practice associations) contracting or seeking to contract with AHS and shall use good faith efforts to enter into and maintain at all times during the term of this Agreement such managed care contracting necessary and appropriate to provide and obtain reimbursement for the provision of professional services.

5.3.3. In the event PHYSICIAN GROUP fails to meet and negotiate in good faith with any third-party payor, including HMOs, PPOs and intermediate entities (such as independent practice associations) contracting or seeking to contract with AHS, or fails to use good faith efforts to enter into or maintain managed care contracting arrangements with any third-party payor that offers or provides a rate of reimbursement to PHYSICIAN GROUP that is equal to or greater than the PHYSICIAN GROUP's prevailing rates for professional services, AHS shall have the right, exercisable upon thirty (30) days prior written to PHYSICIAN GROUP, to make alternative arrangements for the provision of the Services under such third-party arrangement including contracting with another medical group(s) or physician(s).

5.4. Cooperation with Payor Medical Directors. PHYSICIAN GROUP understands that payors may place certain obligations upon AHS regarding the quality of care received by and utilization of professional services provided to the Patients, and that payors, in certain instances, will have the right to oversee and review the quality of care and utilization of professional services provided to the Patients. PHYSICIAN GROUP agrees to cooperate and cause the Providers to cooperate with AHS and the medical director(s) of the various payors, as appropriate, in the review of the quality of care and utilization of professional services provided to the Patients.

5.5. PHYSICIAN GROUP Compensation of Physicians. Payments made hereunder shall be made to PHYSICIAN GROUP and not the Providers, it being specifically understood and agreed that the Providers are contracting with PHYSICIAN GROUP and are not contracting or on the payroll of AHS. PHYSICIAN GROUP shall be solely responsible for developing and implementing its own system for compensating Providers, whether employees or subcontractors of PHYSICIAN GROUP; provided however, that PHYSICIAN GROUP represents, warrants and covenants that its compensation system shall at all times be structured in a manner that complies with all federal and state physician self-referral and kickback laws including Section 1877 of the Social Security Act known as the Stark Law, the Anti-Kickback Statute, and other applicable laws as they may apply to the direct and indirect relationships created under this Agreement; and that payments to Providers for Services, whether employed or contracted, shall in no way vary with or be tied to the value or volume of referrals between AHS and the Providers, and that such payments shall, at all times, be commercially reasonable and at fair market value.

VI. RESPONSIBILITIES OF PHYSICIAN GROUP

6.1. General. PHYSICIAN GROUP shall provide the physician personnel and allied health professionals sufficient to provide the Services.

6.2. PHYSICIAN GROUP Representative. PHYSICIAN GROUP shall designate one Provider to provide oversight of the Services and liaise with AHS (the "PHYSICIAN GROUP Representative"). PHYSICIAN GROUP Representative shall engage in business activities with

AHS and shall not be compensated for the business activities related to PHYSICIAN GROUP's compliance with this Agreement.

6.3. Compliance with AHS Policies.

6.3.1. General Compliance. In performing this Agreement, PHYSICIAN GROUP shall, and shall cause its Providers and personnel to, comply with: (a) all applicable federal, state and local laws, rules and regulations, (b) AHS policies and procedures; (c) the AHS Medical Staff Bylaws, the AHS Medical Staff Rules and Regulations and/or Policies and Procedures, and/or the Hospital Bylaws (the "Medical Staff Bylaws"), (d) the applicable standards of The Joint Commission and applicable provisions of Title 22 of the California Code of Regulations with respect to those PHYSICIAN GROUP personnel subject thereto; (e) requirements of the residency review committees of the Accreditation Council on Graduate Medical Education of the American Medical Association; (f) Health Screening Requirements stated in **Exhibit 7**, and (g) the applicable terms of this Agreement ("Compliance Requirements") including Exhibits. PHYSICIAN GROUP shall promptly notify AHS if PHYSICIAN GROUP receives notice of any actual or alleged infraction, violation, default or breach of the foregoing.

6.3.2. End of Life Options Act. California's physician-assisted dying law, ABX2-15 (AB-15), the End of Life Option Act ("ELOA") took effect on June 9, 2016. PHYSICIAN GROUP will be provided, when it becomes available, with AHS's policies and procedures as it relates to ELOA, and PHYSICIAN GROUP agrees to comply with all aspects of said policy.

6.3.3. Patient Complaints. PHYSICIAN GROUP shall make good faith efforts to promptly address patient complaints involving the Patients and PHYSICIAN GROUP personnel including Providers of whom it receives written notice based on matters within PHYSICIAN GROUP's control and to bring those matters to AHS's attention. In the event PHYSICIAN GROUP has not been successful resolving any such complaints, each of AHS and PHYSICIAN GROUP shall make good faith efforts to resolve such matters collegially.

6.3.4. Quality Assurance and Improvement. PHYSICIAN GROUP shall ensure that PHYSICIAN GROUP personnel, including subcontractors, participate in quality assurance and improvement, utilization review and risk management activities as specified in the Medical Staff Bylaws and Hospital policies and procedures, and consistent with this Agreement and applicable accreditation and certification standards.

6.3.5. Surveys. PHYSICIAN GROUP shall actively participate with AHS in the preparation for any survey conducted by The Joint Commission or other survey, licensing, or accreditation agencies that may occur during the term of the Agreement. Such participation shall continue throughout the entire survey period and any corrective action phase, if necessary. PHYSICIAN GROUP shall use reasonable efforts to work toward the resolution of all identified deficiencies in compliance that may be attributable to PHYSICIAN GROUP personnel, including subcontractors.

6.3.6. Trainings. PHYSICIAN GROUP shall require that relevant PHYSICIAN GROUP Providers and personnel, including subcontractors attend and participate as required by law or Hospital policies and procedures in trainings provided by AHS, including those concerning

appropriate resource utilization, managed care procedures, accreditation, and licensure and risk management and those required by the Medical Staff bylaws.

6.3.7. Medical Records. PHYSICIAN GROUP shall ensure that PHYSICIAN GROUP personnel, including subcontractors, cooperate in the prompt and timely completion and maintenance of a complete medical record for each Patient, pursuant to the Medical Staff Bylaws, Medical Staff Rules and Regulations and/or Policies and Procedures, Hospital policies and procedures and applicable federal and state laws. Hospital shall have ownership and right of control of all reports, records, and supporting documents constituting such medical records; provided that PHYSICIAN GROUP and its personnel, including subcontractors, shall have rights of access for professional purposes, including research, unless prohibited by law.

6.3.8. Violation of Compliance Requirements. The PHYSICIAN GROUP Representative shall promptly in writing inform AHS of any PHYSICIAN GROUP personnel, including subcontractors, who have materially violated any of the Compliance Requirements, or whose actions while on AHS premises may harm patients or affect the individual's ability to participate in a training program or provide the Services. Upon AHS's request, such written notice shall provide AHS with a statement of the facts supporting any such violation or action. The duty of the PHYSICIAN GROUP Representative, or his/her functional successor, to report material violations of any of the Compliance Requirements shall survive Termination or expiration of this Agreement with respect to any violations or suspected violations that occurred during the Term of this Agreement but that are discovered by PHYSICIAN GROUP subsequent to Termination or expiration. Notwithstanding any term of this Agreement, PHYSICIAN GROUP personnel who come within the jurisdiction of the Medical Staff Bylaws will be subject to the Medical Staff Bylaws. With respect to PHYSICIAN GROUP personnel who do not come within the jurisdiction of the Medical Staff Bylaws, PHYSICIAN GROUP and AHS shall promptly confer and agree upon appropriate action.

6.3.9. Citizenship. PHYSICIAN GROUP recognizes the importance of AHS in maintaining its goodwill with the community it serves, and PHYSICIAN GROUP shall, and cause Providers to make reasonable efforts to promote patient satisfaction, physician satisfaction and public support. Periodically, AHS will conduct an administrative evaluation of the performance of the PHYSICIAN GROUP. In making such evaluation, AHS shall use administrative evaluation forms as it shall determine, and shall utilize input from the patient satisfaction surveys and physicians' satisfaction surveys conducted by AHS. PHYSICIAN GROUP will make all efforts to communicate effectively and coordinate care and services with primary care providers, including but not limited to direct contact with individual providers where clinically indicated, and participation in primary care provider education, including presentations at noon conferences. PHYSICIAN GROUP's Providers and other staff and personnel will conduct themselves with professionalism at all times, which includes but is not limited to courteous and respectful conduct toward, and reasonable cooperation with, all AHS employees.

6.4. Representations and Warranties. PHYSICIAN GROUP represents and warrants to AHS that:

6.4.1. Neither PHYSICIAN GROUP nor any Provider is bound by any agreement or arrangement which would preclude PHYSICIAN GROUP from entering into this Agreement and fully performing the Services described in this Agreement;

6.4.2. No Provider's license to practice medicine in the State of California or in any other jurisdiction has ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way;

6.4.3. No Provider's medical staff privileges at any health care facility have ever been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

6.4.4. No Provider has ever been convicted of an offense related to health care, or listed by the Medicare or Medi-Cal programs or any other federal or state agency as debarred, excluded or otherwise ineligible for any federal or state program participation; and

6.4.5. PHYSICIAN GROUP has no information that would reasonably indicate that any Provider is not able to perform the Services as required under this Agreement.

6.4.6. PHYSICIAN GROUP shall affirm that Physicians furnishing Services under this Agreement acknowledge that each has received and acknowledges the terms and conditions of this Agreement.

VII. RESPONSIBILITIES OF AHS

7.1. General. AHS, through its Chief Executive Officer and Board of Trustees, is responsible for the governance, administration and operation of AHS including compliance with the terms of this Agreement.

7.2. Medical Staff. Subject to the authority of the AHS Board of Trustees, AHS has organized the Hospital's Medical Staff ("Medical Staff") in accordance with The Joint Commission requirements, the Centers for Medicare and Medicaid Conditions of Participation, and State requirements. Members of Medical Staff are responsible for all clinical activities authorized under the Medical Staff Bylaws. The Medical Staff shall include certain committees, as provided in the Medical Staff Bylaws, on which PHYSICIAN GROUP personnel may be provided leadership opportunities as appropriate.

7.3. Maintenance of Facilities, Equipment and Staffing. AHS shall maintain the Hospital's equipment and staffing functions by its employees or contractors: (a) in compliance with The Joint Commission requirements, (b) in compliance with applicable federal, state and local laws, (c) at a level sufficient to maintain patient safety and quality of care, and (d) at a level reasonably adequate to enable PHYSICIAN GROUP effectively and efficiently to provide the Services.

7.3.1. Patient Complaints. AHS shall make good faith efforts to identify and correct problems that are likely to give rise to complaints, to address patient complaints that do arise, and to notify PHYSICIAN GROUP of any complaints relating to PHYSICIAN GROUP personnel, including subcontractors, in which latter case, AHS and PHYSICIAN GROUP shall each make good faith efforts to resolve such matters collegially.

7.3.2. Supplies and Equipment. AHS shall purchase or otherwise procure and provide all supplies, devices, drugs, materials and equipment, and maintain and replace as necessary such

equipment, as may reasonably be required within the Hospital for PHYSICIAN GROUP to provide the Services effectively and efficiently to ensure high-quality patient care.

7.4. Personnel Responsibilities.

7.4.1. General. AHS shall provide appropriately qualified, screened, and trained personnel to provide all administrative, security, maintenance, patient transport, food service, laundry, patient aid, hospital-based services, and other personnel as are necessary to fulfill all Hospital's functions (other than those specifically required to be provided by PHYSICIAN GROUP herein) and as may be reasonably necessary for PHYSICIAN GROUP to provide the Services effectively, efficiently, and in compliance with law to ensure high-quality patient care.

7.4.2. Hospital Personnel. AHS shall be responsible, among other things, for the selection, screening, assignment, supervision, evaluation and performance of Hospital's personnel. AHS shall investigate any PHYSICIAN GROUP complaints against Hospital personnel and shall promptly determine the need for and take any appropriate corrective action. AHS shall ensure that Hospital personnel cooperate fully within the scope of their respective duties with PHYSICIAN GROUP personnel, so as to enable them to provide the Services effectively and efficiently to ensure high-quality patient care.

7.5. Real and Personal Property. AHS hereby authorizes PHYSICIAN GROUP Providers and personnel to use such real and tangible property of the Hospital as may reasonably be required for PHYSICIAN GROUP to provide the Services effectively and efficiently to ensure high-quality patient care. Any facilities, equipment, supplies, or personnel provided by Hospital shall be used by PHYSICIAN GROUP and Providers solely to provide Services under this Agreement and shall not be used for any other purpose whatsoever. No part of AHS including Hospital premises shall be used at any time by PHYSICIAN GROUP or any Provider for their own purposes, as an office for the general practice of medicine or for any purpose other than the provision of the Services under this Agreement.

VIII. JOINT RESPONSIBILITIES

8.1. Compliance, Cooperation and Coordination.

8.1.1. Cooperation. The Parties shall work cooperatively in seeking to accomplish the purposes of this Agreement. AHS and PHYSICIAN GROUP agree to work together to the extent feasible to balance and coordinate Services with AHS's mission and goals, including excellence in clinical care, accessibility of care, and the efficient utilization of resources.

8.1.2. Respective Compliance Obligations. In performing their respective obligations under this Agreement, each Party shall comply fully with: (a) applicable federal, state and local laws, rules and regulations; (b) payor agreements; and (c) recognized personnel standards for the particular service at issue (except to the extent superseded by or inconsistent with the specific terms of this Agreement). The Parties shall perform this Agreement in accordance with the standards, rulings or regulations of The Joint Commission, the U.S. Department of Health and Human Services, any other federal, California, or local government agency exercising authority with respect to the Parties or the performance of this Agreement, and any other accrediting body that accredits hospital services.

8.2. Third Party Revenue. PHYSICIAN GROUP shall require personnel under its supervision, including subcontractors, to work cooperatively to enable AHS to recover all available and appropriate third party reimbursement, including the submission of all information necessary for cost reporting. PHYSICIAN GROUP and AHS jointly shall train PHYSICIAN GROUP personnel, including subcontractors, and oversee their compliance with charge capture, and applicable Medicare, Medi-Cal and payor billing guidelines. PHYSICIAN GROUP, and AHS shall cooperate in submitting their respective bills and resolving payment issues where a delay or denial of payment relates to the other Party's billing responsibilities or activities.

8.3. Avoidance of Detrimental Activities. Consistent with the need to maintain high quality clinical care and training programs, the Parties shall seek to avoid activities in performance of this Agreement that unjustifiably increase the costs or decrease third party reimbursement for services provided at the Hospital. Although PHYSICIAN GROUP and AHS shall cooperate to resolve any conflicts that may arise, AHS retains the sole right and responsibility to allocate clinical resources as they so deem appropriate.

8.4. Risk Management and Quality Improvement. AHS has a risk management program, with appropriate medical, legal and administrative representation. To the extent permitted by applicable laws, the Parties shall exchange information for risk management purposes, including incident reports, necessary to the defense of actions brought against any of them. As necessary in exchanging such information, the Parties shall provide for protection of privileged information through appropriate joint defense, common interest, confidentiality agreements, or other applicable written agreements. The Parties further agree to discuss in good faith and agree on a process for enhancing risk management processes for the Hospital.

8.5. Clinical Pathways and Practice Guidelines. The Parties shall cooperate in the development and implementation of appropriate clinical pathways or practice guidelines for use in performance hereof.

8.6. Centers of Excellence. PHYSICIAN GROUP shall cooperate with Hospitals, upon its request, in the development of appropriate "Centers of Excellence" that the Parties agree are consistent with their shared strategic vision for their relationship under this Agreement.

8.7. Notice of Certain Events.

8.7.1. Legal or Administrative Actions. Each Party shall promptly notify the AHS Representative and the PHYSICIAN GROUP Representative of any PHYSICIAN GROUP staff corrective actions, claims, administrative reviews or lawsuits relating to AHS, Hospital, the Services or professional liability, and any other corrective actions, claims, administrative reviews or lawsuits relating to this Agreement. Each Party shall cooperate fully in any such action or proceeding that involves its respective personnel, including subcontractors of PHYSICIAN GROUP. Each Party shall promptly notify the other if it receives notice of any actual or threatened sanction by any licensing entity, peer review organization, or any entity charged with reviewing or certifying health care delivery facilities or educational operations in the Hospital that are likely to materially affect the performance of this Agreement.

8.8. Access to Records and Audits.

8.8.1. Financial and Other Records. PHYSICIAN GROUP shall prepare and maintain financial and operational records in appropriate detail that identify PHYSICIAN GROUP's charges to AHS for the Services under this Agreement. PHYSICIAN GROUP shall maintain records as necessary to substantiate such charges to AHS under this Agreement.

8.8.2. Federal Access to Records. If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, PHYSICIAN GROUP agrees that for a period of five (5) years following the furnishing of the Services, PHYSICIAN GROUP shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents and records of PHYSICIAN GROUP which are necessary to verify the nature and extent of the cost of the Services. Furthermore, if PHYSICIAN GROUP carries out any of the Services through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12)-month period with a related organization (as that term is defined under federal law), PHYSICIAN GROUP agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor. In the event that such request for access or documents is made by any representative of the Federal or State Government, PHYSICIAN GROUP shall notify AHS in writing within five (5) business days of receipt of such request.

8.9 Anti-Referral Laws. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement, contemplates or requires or is intended to induce or influence the admission or referral of any patient to or the generation of any business between PHYSICIAN GROUP or Provider and AHS. This Agreement is not intended to influence Provider's judgment in choosing the medical facility appropriate for the proper care and treatment of their patients.

IX. TERM AND TERMINATION

9.1. Term. This Agreement shall commence on the Effective Date and remain in full force and effect for a period of thirty six (36) months.

9.2 Termination.

(a) Either Party may terminate this Agreement at any time for cause, which for purposes of this **Section 9.2(a)**, shall be defined as and be limited to the following defaults by the other Party:

(i) A failure by the defaulting Party to perform any material obligation required hereunder, if such default shall continue for 3 calendar days following giving of written notice, which period will not exceed 30 days, if reasonably curable within such time; or, if not curable within this 30-day period, upon mutual agreement the period shall be extended as long as the defaulting Party is diligently pursuing action to cure the default; provided, however, except as otherwise agreed by the Parties, no such extended period shall extend beyond 90 days after the giving of written notice specified above. This Agreement shall terminate automatically and immediately upon the expiration of such 30-day or longer applicable period.

(ii) A loss by PHYSICIAN GROUP of its eligibility to participate in the Medicare or Medi-Cal program. Termination under this **Section 9.2(a)(ii)** shall be effective automatically and immediately upon the effective date of loss of eligibility.

(iii) Either Party applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; files a voluntary petition in bankruptcy; makes a general assignment for the benefit of creditors; files a petition or answer seeking reorganization or arrangement with creditors; or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating such Party bankrupt or approving a petition seeking reorganization of such Party or appointment of a receiver, trustee, or liquidator of such Party, or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for 60 calendar days after its entry. Termination under this **Section 9.2(a)(iii)** shall be effective immediately upon the giving of written notice of termination by the non-defaulting Party.

(b) In the event any provision of this Agreement or any transaction contemplated hereby is reasonably determined to place either Party in probable violation of any state or federal statute or regulation, or to likely result in fines, penalties or exclusion from the Medicare program, or prevent AHS from submitting claims to the Medicare or Medi-Cal programs (collectively "Legal Jeopardy"), and the Parties are not able despite their good faith efforts to promptly amend the Agreement as necessary to avoid the risk of Legal Jeopardy in a manner that will preserve the underlying economic and financial arrangements between the Parties, then, this Agreement may be terminated immediately upon the giving of written notice of termination by the Party placed in such probable violation. Notwithstanding the foregoing, AHS shall have the right to immediately terminate this Agreement, in the event changes in law or regulation, or official interpretation thereof, render termination necessary to alleviate an immediately pending threat or loss of its status as a Public Hospitals and Clinics, or imposition of any material fine or penalty upon AHS. In such instance, AHS shall make every good faith effort to timely resolve the problem as described above. However, if the circumstances are such that the delays contemplated therein will jeopardize the exemption of any such entity or result in a material fine or penalty upon the entity, and that the jeopardy cannot reasonably be eliminated except by the immediate termination of this Agreement, then AHS may effect such immediate termination, and shall cooperate as necessary to facilitate as smooth a termination and transition as possible under the circumstances.

(c) Either Party may elect to terminate this Agreement without cause or penalty upon ninety (90) days advance written notice to the other Party.

9.3 Post-Termination Obligations.

9.3.1 Termination of Obligations/No Procedural Rights. Except as otherwise provided in this Section, upon expiration or other termination of this Agreement, the Parties shall be relieved and released from any further duties and obligations under this Agreement. Continuation of this Agreement is not a condition of Medical Staff membership. This Agreement may be terminated in accordance with **Section 9.2** without the necessity of a hearing with respect to any individual Provider before the AHS's Board of Trustees, a committee of the Medical Staff, or any other body.

9.3.2 Continuation of Patient Services. Except for termination due to Legal Jeopardy, illegality or risk to patient welfare, PHYSICIAN GROUP shall continue to be obligated under this Agreement, until the effective date of its termination, to continue to provide professional services to the Patients, in full cooperation with AHS. In addition, if circumstances applicable to particular Patients, including but not limited to payor agreement requirements, require the continuation of such services after the effective date of this Agreement's termination, PHYSICIAN GROUP shall continue to provide for a reasonable period professional services to any patient for whom PHYSICIAN GROUP had professional responsibility consistent with applicable law and the terms of this Agreement.

9.3.3. Liability for Breach. A termination by any Party as a result of a material breach by the other Party shall not be an exclusive remedy, and the non-breaching Party shall be entitled to pursue other remedies for such breach available at law or in equity, subject to **Section 12** (Dispute Resolution) of this Agreement.

9.3.4 Vacating Premises and Removing Property. Upon expiration or termination of this Agreement and upon the request of AHS, PHYSICIAN GROUP shall cause all Providers, including subcontractors, to immediately vacate AHS premises and remove all of their personal property. Any personal property that is not removed shall be removed by AHS at PHYSICIAN GROUP's expense.

9.3.5. Survival. The provisions of Sections 5 (Billing), 6.3.7 (Medical Records), 8.7 (Notice of Certain Events), 8.8 (Access to Records and Audits), 9.3 (Post-Termination Obligations), 11 (Insurance), 12 (Dispute Resolution), 13 (Independent Contractor), 14 (Indemnification), 15.3 (Governing Law), 15.4 (Notices), 15.5 (Confidentiality), 15.12 (Compliance with Applicable Laws), 15.15. (Severability), 15.16 (Investigations), 15.18 (Waiver).

9.3.6. Renewal, Extensions, New Agreements. Neither Party shall have any obligation to renew or extend, nor to negotiate a renewal or extension of this Agreement or enter into a new agreement for any period after this Agreement is terminated. If this Agreement is terminated prior to its first anniversary for any reason, the Parties shall not enter into a renewal or extension of this Agreement or a new agreement for the same or substantially similar services of the PHYSICIAN GROUP prior to the first anniversary of the Effective Date of this Agreement.

X. REMOVAL OF A PROVIDER

10.1. Cause for Removal. AHS may require the immediate cessation of Services by any Provider, and/or require PHYSICIAN GROUP to immediately cease from providing Services under this Agreement, for Cause, upon written notice to PHYSICIAN GROUP specifying the reasons thereof. Cause shall mean:

10.1.1. Failure of Provider to meet any of the requirements of **Section 1.2**;

10.1.2. The Disability of Provider (for purposes of this Agreement, "Disability" shall mean a physical or mental condition, verified by a qualified physician, that prevents, or is substantially certain to prevent, Provider from carrying out one or more of the essential functions of Provider's

position, with or without reasonable accommodation, for an indefinite period, or if otherwise an undue hardship to AHS);

10.1.3. Provider uses, possesses, or is found under the influence of alcohol, drugs or other controlled substances at the work place and while on duty, unless in accordance with a physician's prescription, or is otherwise in violation of AHS's drug-free workplace rules;

10.1.4. Provider's unauthorized disclosure of Protected Health Information or Confidential Information as defined in **Section 15.5** (Confidentiality);

10.1.5. Any act or omission by Provider that appears to create the risk of imminent danger to the health of any individual pursuant to the Medical Staff Bylaws; or

10.1.6. Failure to abide by any of the terms and conditions of this Agreement applicable to Provider.

10.2. No Procedural Rights. Continuation of this Agreement is not a condition of Medical Staff or Allied Health Professional Staff membership. Therefore, this Agreement may be terminated with respect to individual Providers in accordance with **Section 9** without the necessity of a hearing before the AHS's Board of Trustees, a committee of the Medical Staffs, or any other body. PHYSICIAN GROUP represents and warrants that all Providers are aware of and accept this condition.

XI. INSURANCE

11.1. Professional Liability Insurance. PHYSICIAN GROUP agrees to maintain, at PHYSICIAN GROUP's sole expense, a policy or policies of professional liability insurance that covers any acts of PHYSICIAN GROUP's and Physician's professional negligence with limits of liability of no less than one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) annual aggregate. If coverage is provided on a claims-made policy, PHYSICIAN GROUP further agrees to maintain continuous coverage, by either obtaining "tail" insurance from the preceding carrier, or "nose" coverage from the subsequent carrier, through the term of this agreement, as well as any extensions or renewals, and for a period thereafter of not less than seven (7) years. PHYSICIAN GROUP agrees to provide proof of current insurance and will in the event of modification, termination, expiration or cancellation of any of the required policies of insurance give hospital written notice within seven (7) calendar days.

XII. DISPUTE RESOLUTION

12.1 Value Statement. This Agreement imposes on both Parties a duty to negotiate in good faith all matters relating to this Agreement as herein defined. The Parties expect that conflicts will arise infrequently and be settled, where possible, collegially by the process defined herein.

12.2 Meet and Confer. In the event of any dispute between PHYSICIAN GROUP (including Providers) and AHS arising out of or related to the validity, interpretation, enforcement or performance of this Agreement, or otherwise arising out of the relationship between the Parties or the termination of that relationship, either Party may by written notice call a meeting regarding such dispute to be attended by an executive officer of each Party who has the authority to negotiate and

bind that Party to a resolution. At the meeting, such officers shall attempt in good faith to resolve the dispute. If the dispute cannot be resolved within forty-five (45) days from the date of the initial notice, and if either Party wishes to pursue the dispute, the dispute shall be submitted to binding arbitration in accordance with **Section 12.3**.

12.3 Arbitration. If the dispute cannot be resolved within forty-five (45) days from the date of the initial notice, and if any Party wishes to pursue the dispute, the dispute shall be submitted to binding arbitration in Alameda County, California in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding and shall be fully enforceable in any court having jurisdiction and venue over the Parties. The arbitrator shall have no power to award punitive or exemplary damages or to ignore or vary the terms of this Agreement and shall be bound by controlling law. The cost of such arbitration shall be shared equally by the Parties. Each Party shall bear its own legal expenses; provided, however, that the arbitrator may award to the prevailing Party reasonable attorneys' fees and expenses if the arbitrator finds that the Party against whom the award is assessed acted frivolously or in bad faith in its demand for, or participation in, the arbitration.

12.4 Continuation of the Provision of Services. The Parties shall continue diligently to carry out the provisions of this Agreement, including the performance of and payment for the Services, irrespective of whether they are disputed.

XIII. INDEPENDENT CONTRACTOR

The Parties hereto acknowledge that PHYSICIAN GROUP and Providers are independent contractors furnishing services under this Agreement and that neither PHYSICIAN GROUP nor any Provider is an employee, agent, partner or joint venturer of AHS. Both Parties understand and agree that AHS shall neither have nor exercise any control or direction over the methods by which PHYSICIAN GROUP or any Provider shall perform services under this Agreement. The sole interest and responsibility of AHS is to assure that such services are performed in a competent, efficient and satisfactory manner. Neither PHYSICIAN GROUP nor any Provider shall have any claim under this Agreement or otherwise against AHS for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits or any other benefits. AHS shall not withhold on behalf of PHYSICIAN GROUP or any Provider any sums for income tax, unemployment insurance, Social Security or any other purposes, and all such withholdings or obligations shall be the sole responsibility of PHYSICIAN GROUP. PHYSICIAN GROUP shall indemnify, defend and hold harmless AHS from any and all such claims, legal actions, investigations, proceeding and/or penalties or fines with respect to such withholdings and obligations.

XIV. INDEMNIFICATION

Each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party (the "Indemnified Party") and its directors, trustees, members, shareholders, partners, officers, employees and agents from and against any and all third-party claims, liability, loss, expense (including reasonable attorneys' fees) for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss,

expense or claim for injury or damages is caused by or results from the negligence or intentional acts or omissions of the Indemnifying Party or its directors, trustees, members, shareholders, partners, officers, employees or agents.

Additionally, each Party agrees to indemnify and defend, and hold harmless the other Party, its affiliates, and any of its or their officers, directors, attorneys, agents or employees, from all claims, costs (including costs of settlement and attorneys' fees), losses, damages, liabilities and penalties arising from or connected with the breach by the Indemnifying Party or any of its officers, directors, agents, subcontractors or employees, of its obligations under this Agreement with respect to Protected Health Information.

XV. MISCELLANEOUS

15.1. Entire Agreement. This Agreement, together with all Exhibits and Schedules hereto, constitutes the entire agreement between the Parties.

15.2. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified at any time by mutual written agreement of Parties, but no such amendment or modification shall be effective until it is specifically titled an Amendment hereto, and is duly approved and executed by the authorized representatives of both Parties.

15.3. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to conflict of law rules, as well as all applicable federal laws and regulations.

15.4. Notices. Unless otherwise specified in this Agreement, any notice, document, or other communication given or made hereunder shall be in writing and shall be deemed given upon (i) hand delivery or (ii) deposit of the same in the United States registered or certified mail, first-class postage and fee prepaid, or (iii) by overnight courier with a signature of acceptance, and correctly addressed to the Party for whom it is intended at the following addresses:

If to AHS:

Office of the General Counsel
Alameda Health System
1411 E. 31st Street,
Oakland, CA 94602

If to PHYSICIAN GROUP:

Alameda Inpatient Medical Group. Inc.

15.5. Confidentiality.

15.5.1. Generally. Except as reasonably necessary to the performance of this Agreement or compliance with law, the Parties (and their employees, agents, and contractors) shall not disclose to any person, institution, entity, company, or any other party, any confidential information of the other Party (or its employees, agents, and contractors) including any non-public, proprietary information, professional secrets, or other information, including billings, AHS documents, audit reports, AHS records and medical records, obtained in the course of carrying out their responsibilities under this Agreement (“Confidential Information”), unless either Party received prior written authorization to do so from the other Party. Nothing contained herein shall be construed to prohibit AHS, PHYSICIAN GROUP, government or other appropriate official from obtaining, reviewing, and auditing any information, record, data, and data elements to which he or she is lawfully entitled. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations. Each Party shall assure that its personnel shall return any confidential information, upon the termination (for any reason) of any such individual’s relationship with its employer Party. Notwithstanding the above, PHYSICIAN GROUP acknowledges and agrees that AHS is a public entity and, consequently, subject to the provisions of the California Public Records Act.

15.5.2. HIPAA Compliance. In performance related hereto, the Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, any applicable federal privacy, security, and electronic transactions regulations contained in 45 C.F.R. Parts 160, 162, and 164 and any applicable privacy, security and security breach notification provisions applicable to covered entities under Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder, including, but not limited to, 45 C.F.R. Part 164, Subpart D (together, the “HIPAA Requirements”). The Parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information (as defined in 45 C.F.R. § 160.103) available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements. In addition, the Parties agree to comply with any applicable laws that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to information related to patients.

15.6. Nondiscrimination in Services. The Parties shall not unlawfully discriminate in the provision of the Services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental disability. They shall use reasonable efforts to ensure that patients are provided appropriate services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental disability.

15.7. PHYSICIAN GROUP Performance During Disaster or Civil Unrest. PHYSICIAN GROUP recognizes that AHS and Hospital provide care essential to the population of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. PHYSICIAN GROUP shall use reasonable efforts, consistent with legitimate concern for PHYSICIAN GROUP personnel as well as for patients, to continue to provide the Services at the Hospital during any natural disaster or other similar event, riot, insurrection or civil unrest.

15.8. Licenses, Permits, Registrations and Certificates. PHYSICIAN GROUP and AHS, respectively, shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the provision of their respective services hereunder. PHYSICIAN GROUP shall require that all its PHYSICIAN GROUP personnel, including all its independent contractors, who are to perform the Services hereunder possess and maintain in effect during the term of their services under this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of all such licenses, permits, registrations and certifications shall be made available to AHS or PHYSICIAN GROUP, respectively, upon request.

15.9. Conflict of Interest. Each Party shall maintain standards of conduct addressing real or apparent conflicts of interest involving its directors, officers, employees, and agents that comply with any applicable laws.

15.10. Delegation and Assignment. Neither PHYSICIAN GROUP nor AHS may delegate its duties or assign its rights hereunder, either in whole or in part, without prior written consent of the other Party except as stated herein. AHS may assign its rights and/or obligations under this Agreement to any affiliate, including the Alameda Health Partners, Inc., without the consent of the PHYSICIAN GROUP. In the event that AHS assigns this Agreement, AHS agrees to furnish PHYSICIAN GROUP notice of such assignment. The PHYSICIAN GROUP, however, shall not delegate or assign any of its rights or any of its obligations under the Agreement, whether by operation of law or any other mechanism, except with the prior written consent of AHS, which consent shall not be unreasonably withheld. Any purported assignment of rights or obligations by PHYSICIAN GROUP or AHS in violation of this section is void.

15.11. Successors. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

15.12. Compliance with Applicable Laws.

15.12.1. General. Each Party shall comply, at its own cost and expense, with all applicable laws. In the event of any notice of a violation of the applicable laws, or an investigation into an alleged violation, each Party shall promptly notify the other Party in writing of such notice. Each Party shall take all measures reasonably necessary and under its power to promptly remedy any violations(s) of any applicable laws.

15.12.2. OHCA Designation. To further the goals expressed in the Agreement, AHS and PHYSICIAN GROUP hereby designate themselves as an “Organized Health Care Arrangement” or “OHCA” for purposes of compliance with the privacy regulations issued pursuant to HIPAA.

15.12.3. Non-Discrimination in Employment. In connection with the provision of services pursuant to this Agreement, the Parties agree to comply with the Civil Rights Act of 1964 and all other federal, state, or local laws, rules, and orders prohibiting discrimination. Consistent with the foregoing, the Parties agree to comply with respect to the Agreement with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended and as supplemented by U.S. Department of Labor regulations at 41 C.F.R. Part 60.

15.13. Incorporation of Exhibits. All Schedules, Exhibits, Addenda, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full into this Agreement by this reference.

15.14. Ambiguities. Each Party and its counsel have participated fully in the review and revision of this Agreement. **Any rule of construction to the effect that ambiguities are to be resolved against the drafting party including California Civil Code Section 1654 shall not apply in interpreting this Agreement and are hereby waived.**

15.15. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement; there shall be substituted for the invalid provisions a provision as nearly similar in effect on both Parties as would nevertheless be lawful; and the remaining provisions hereof that reasonably can be given effect apart from the invalid or unenforceable provisions shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

15.16. Investigations. Each Party shall cooperate regarding outside investigations of the other Party as reasonably requested by the other Party as it relates to this Agreement.

15.17. Third Party Beneficiaries. Neither this Agreement nor any of its provisions are or shall be construed as for the benefit of or enforceable by any person or entity not a Party to this Agreement.

15.18. Waiver. No waiver, express or implied, of any breach of this Agreement, shall constitute a waiver of any right under this Agreement or of any subsequent breach, whether of a similar or dissimilar nature. All of the rights or remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and the exercise of any right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

15.19. Use of Name. PHYSICIAN GROUP shall not use the name, trademarks, service marks or other marks of AHS without AHS's prior written approval.

15.20. Force Majeure. Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform any obligation hereunder for any reason beyond its control, including but not limited to, acts of God, war, terrorism, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather; provided that each Party shall perform to the extent, if any, that remains reasonably practicable. In any such case, Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of Parties hereunder, to the extent reasonably practicable.

15.21. Section References. Throughout this Agreement, each section reference includes any subsection.

15.22. Counterparts. This Agreement may be executed in counterparts, each of which will be an original and which together will constitute one and the same instrument.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below to be effective on the Effective Date.

PHYSICIAN GROUP

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA HEALTH SYSTEM

By: _____
Name: _____
Title: _____
Date: _____

Exhibit 1
Services

Exhibit 2 Compensation

- I.** As payment in full for PHYSICIAN GROUP'S Services provided under this Agreement, AHS shall compensate PHYSICIAN GROUP during the term of this Agreement at the following rates, upon submission of Time Reports and other necessary documentation, depicted in the table below.
- II.** Compensation shall be paid on a monthly basis within thirty (30) days of Hospital's receipt of completed Invoice and Time Reports for scheduled Services provided during the preceding month, and other written confirmation of the performance of the Services as reasonably requested by AHS. Notwithstanding the foregoing, no compensation will be payable to PHYSICIAN GROUP for which PHYSICIAN GROUP has not submitted the documentation required. AHS shall approve such submissions by an authorized representative. Invoicing shall be submitted no sooner than the first day of the month following the calendar month that the PHYSICIAN GROUP provided the Services.
- III.** The foregoing notwithstanding, payment shall in no case be issued later than thirty days after receipt of completed and validated Time Reports and as soon as practical for AHS to issue payment.
- IV.** AHS shall not be obligated to pay PHYSICIAN GROUP for the Services covered by any invoice to AHS that is submitted more than 180 days after the date PHYSICIAN GROUP rendered those Services or more than 90 days after this Agreement terminates, whichever is earlier.
- V.** Not To Exceed Amount. In no event shall the PHYSICIAN GROUP be paid in an amount greater than the amount listed under this **Exhibit 2** ("Not-to-exceed amount"), for the stated term of the Agreement, for the Services as described or referred to in this Agreement. AHS shall not be liable to PHYSICIAN GROUP for any payment or claim for any service(s) rendered under this Agreement in excess of the Not-to-exceed amount unless and until Agreement is modified, in writing, and is executed by officials authorized to bind AHS. The Not-to-exceed amount for the initial term of this Agreement shall be _____.
- VI.** In case of suspension due to failure to complete medical records, each day of suspension will result in a prorated amount withheld from the monthly invoice, as liquidated damages, based on the number of days in the applicable month, (e.g. for the month of April, one day would be 1/30 of total payment). PHYSICIAN GROUP acknowledges that the actual amount of damages as a result of its failure to timely complete medical records is reasonably impractical to calculate and further stipulates that the agreed upon damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience in the healthcare industry and given the nature of the losses that may result from delay. Therefore, PHYSICIAN GROUP agrees to the amount of liquidated damages set forth in this paragraph.

In the event PHYSICIAN GROUP is unable to provide all or part of the Services as set forth in **Exhibit 1**, AHS shall be free to obtain such services elsewhere. The cost of securing such services from alternative sources shall be deducted from the portion of the monthly payment that would otherwise have been made to PHYSICIAN GROUP pursuant to this **Exhibit 2**.

Exhibit 3

TBD

Exhibit 4
Administrative Duties

TBD

Exhibit 5
Time Report

Time Reports are to be submitted monthly with invoice to include the physician name, dates and hours of onsite service, and service location. PHYSICIAN GROUP shall deliver to AHS the Time Reports for all Services by the tenth (10th) day of the month following the month Services were incurred.

This Time Report is a sample. The Parties shall mutually agree on the format for the submission of Time Reports. Changes to the format do not require an amendment to this Agreement. A Time Report sample format for Services is provided in **Schedule A** below.

**Schedule A
Sample Time Report
For In-Service**

Invoice Cover Sheet

Exhibit 6

Safety Standards

PHYSICIAN GROUP

PHYSICIAN GROUP and PHYSICIAN GROUP's employees and any subcontractors are required to adhere to the same standards of safety as Hospital employees. Such safety is required for:

- **Professions providing services as part of a contracted agreement with the medical center.**
- **Health professionals who are employed by a licensed independent practitioner and provide services under the direction of that credentialed licensed practitioner.**
- **Law enforcement officers who are guarding patients who are in police custody.**

HOSPITAL MISSION STATEMENT

Caring, Healing, Teaching, Serving All

BOMB THREAT

Instructions: Be calm, be courteous, listen, and do not interrupt the caller. Notify supervisor/security by a prearranged signal while caller is on line.

Obtain the following information:

- Where** is the device? Attempt to ascertain the exact location.
- When** is the device scheduled to detonate? Ask this question only if the caller has not so stated.
- What** type of device is it? Attempt to find out what it looks like and the type of explosive, i.e., dynamite, gunpowder, incendiary.
- Why** did you plant the device?
- When** did you plant the device?

WHO TO NOTIFY

The employee receiving the bomb threat call, after recording all of the information received, should notify the Chief Operating Officer or Chief Executive Officer or Administrator of the Day and the Sheriff's Department.

- Highland Campus 510-437-4100 Sheriff's Department

- John George Campus 510-481-4144 Sheriff's Department (Eden Substation)
- Fairmont Campus 510-481-4144 Sheriff's Department (Eden Substation)
- San Leandro Campus
- Alameda Hospital Campus

GENERAL SAFETY/BACK SAFETY x44354

Policy Statement: An awareness of safe work practices and conditions are of great importance to maintain a safe healthful work environment.

General Procedure

- Report any unsafe conditions or acts
- Walk, don't run
- Open doors carefully
- Always use proper tools and equipment on the job
- Wear appropriate clothing for the job, including protective equipment and attire when procedures call for it

SMOKING POLICY

Alameda Health System is a non-smoking facility. Smoking is prohibited at all AHS facilities.

CODE BLUE

Code Blue is a life-threatening emergency involving any individual who is in urgent need of medical attention. Immediate action must be taken to summon assistance.

CODE PINK

Code Pink is used to ensure a timely and appropriate action of hospital staff when there is a suspected infant abduction. The Sheriff's Department will coordinate with the security services to initiate traffic control and will contact the Administrator responsible for Security and the Oakland Police Department.

When a staff nurse is aware that the "alarm tag" has activated the system by accident or the situation is a False Alarm, notify the Sheriff's Department AS SOON AS POSSIBLE.

CODE RED

All employees are required to know the following information:

- Your specific roles in a fire
- The location of the fire equipment in your work area (fire alarm boxes, extinguisher, fire hoses)
- The evacuation route for your department

Follow these immediate actions (RACE):

Rescue Remove Patient from immediate fire hazard.

Alert Activate the nearest fire alarm box, close any doors.

Confine Contain the fire. Close all doors and windows around a fire to help contain the fire in a given location.

Extinguish Extinguish the fire if possible. Be prepared to move all patients to a safe area away from the fire and AHS if necessary.

These actions should be undertaken simultaneously – the important thing is to act quickly. All fires are to be reported no matter how small.

In the event of a fire, the fire alarm system will ring and report at the switchboard. The operators will then page: "Code Red" and the location. Those areas of AHS with no overhead page will be contacted via the revised "communications tree" or PHYSICIAN GROUP page. When the fire is out or the drill is completed, the announcement over the paging system will be: "All clear on Code Red", and the "communications tree" or

PHYSICIAN GROUP page initiated to signal ALL CLEAR.

EMERGENCY PREPAREDNESS

- Have your Alameda Health System identification badge with you at all times. This badge will allow you to get through a roadblock, purchase gasoline and get into the hospital during a disaster.
- Prepare your home and family for an earthquake. Designate a location for family members to wait for you to contact them.
- Keep your supervisor informed of any phone or address changes.

During a disaster, the PBX operator will page: “Attention please. Attention please. There is a Yellow Alert. Repeat there is a Yellow Alert. The Disaster Plan is in effect. All visitors please remain where you are and await instructions from our staff.”

During a Disaster, every employee must:

- Return to your department or assigned work area unless you are to report to the Personnel Pool.
- Come to work if scheduled, if at all possible.
- Stay home if not scheduled for work. You will be called if you are needed.
- Enter the Medical Center through employee-designated entrances (i.e., front door, Vallecitos Lot, E Wing Lot, etc.)
- Wear your AHS photo I.D. badge; it will be required to enter the Medical Center.

For complete details, refer to the Medical Center’s Disaster Plan.

RESTRAINTS

Definition: Refers to either physical restraints or a drug that is being used as a restraint (chemical restraint)

Clinical Policy Statement: Restraints may only be used if needed to improve the patient's well being and less restrictive interventions have been determined to be ineffective in protecting the patient and others from harm.

Administrative (Law Enforcement) Restraints: The use of handcuffs or other restrictive devices applied by law enforcement officials is for custody, detention, and public safety, and is not involved in the provision of patient care. Therefore, the use of restrictive devices applied and monitored by law enforcement officials is not considered restraints under the medical center's restraint policy.

Exhibit 7

Health Screening Clearance

PHYSICIAN GROUP

Congratulations and welcome to Alameda Health System. Employee Health Services is committed to providing a healthy and safe work environment. This letter provides information regarding Tuberculosis and immunization requirements, and instructions on completing our electronic Health Surveys (questionnaires). Please note the Health Surveys must be completed prior to your clearance, and or before scheduling an appointment with Employee Health Services.

Your Health Screening Clearance requirements are as follows: (Please read carefully)

Tuberculosis clearance:

- A. A two step Tuberculin skin test (TST) which consists of documentation of TB skin test administered within the last 12 months, with the second TST completed no later than 3 months before your start date. In order to expedite your TB clearance, it is highly encouraged that you obtain a two step TB skin test or TB blood test from your healthcare provider
- B. QuantiFeron TB Gold test or a T-Spot Blood test will be accepted in lieu of TST.
- C. If you have a history of a positive TB skin test or blood test, **documentation of a positive TST or blood test is required**. Documentation of a chest x-ray (CXR) within the last 12 months and completion of a TB symptom review is required. BCG vaccine does not preclude the need for TB skin testing or chest x-ray.

Measles (rubeola), Rubella, Mumps (MMR): Immunity can be demonstrated via serologic evidence or documentation of vaccination series (2 vaccines).

Varicella: Immunity can be demonstrated via serologic evidence or documentation of vaccination series (2 vaccines).

Hepatitis B: Immunity can be demonstrated via serologic evidence or documentation of the vaccine series. Hepatitis B vaccination is highly recommended for personnel with potential for exposure to blood or other potentially infectious materials.

Tdap (Tetanus- diphtheria- pertussis vaccine): All healthcare workers who have direct patient contact should receive one dose of Tdap. Those in close contact with babies 12 months or younger are highly encouraged to receive the vaccine to help protect the baby from pertussis.

- N95 Respirator Fit Testing & Training:** Staff in identified department areas will require an N95 respirator fit test and training session. The medical evaluation questionnaire must be completed prior to fit testing and training. This requirement conforms to AHS's Infection Control and OSHA requirements.
 - The current mask available at AHS and Alameda Hospital are Kimberly Clark-model 46727(regular) and PFR95 (small), and 3M 1860.
 - San Leandro Hospital uses 3M 1860, and 3M 1870 only.

- During the Influenza Season, October 1st-March 31st, proof of compliance is required.**

Please provide documentation of your TB and immunization records.

Note: Contracted Physicians shall have this testing performed by the AHS Employee Health Department at no charge.

EXHIBIT 8
NOTICE AND ACKNOWLEDGEMENT

PHYSICIAN GROUP Representative hereby warrants and covenants, as evidenced by his/her signature below, that the Providers providing Services under this Agreement are aware of and have accepted the terms and conditions of this Agreement.

PHYSICIAN GROUP REPRESENTATIVE

Please provide a list of the Physicians providing services under this Agreement no later than 10 days from the Effective Date of this Agreement. Subject to the terms and conditions of this Agreement, changes to the initial list shall be submitted by PHYSICIAN GROUP and such changes shall be incorporated into this Agreement without a need for an amendment.