



Contract Number

23-1329

SAP Number

Arrowhead Regional Medical Center

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| Department Contract Representative | <u>William L. Gilbert</u> |
| Telephone Number | <u>(909) 580-6150</u> |
| Contractor | <u>Quantum Healthcare Medical Associates, Inc.</u> |
| Contractor Representative | <u>Dr. Kambiz Raoufi</u> |
| Telephone Number | <u>909-580-6270</u> |
| Contract Term | <u>January 1, 2024 through December 31, 2026</u> |
| Original Contract Amount | <u>\$20,700,000 (\$6,900,000 per annum) plus variables</u> |
| Amendment Amount | |
| Total Contract Amount | <u>\$20,700,000 (\$6,900,000 per annum) plus variables</u> |
| Cost Center | <u>911004200</u> |

PROFESSIONAL SERVICES AGREEMENT

PART I

RECITALS

- 1.01 San Bernardino County ("County") is the owner and operator of an acute care hospital located at 400 North Pepper Avenue, Colton, California, known as Arrowhead Regional Medical Center, hereinafter referred to as "Hospital," in which is located the service of Internal Medicine ("Specialty"), and wishes to engage Quantum Healthcare Medical Associates, Inc. hereinafter referred to as "Corporation" to provide services at Hospital and its clinics in the Specialty, which includes the subspecialties of internal medicine, endocrinology, rheumatology, pulmonology, infectious disease, dermatology, and nephrology (hereinafter all such services provided under this Contract are collectively referred to as the "Service" or "Services").

- 1.02 Hospital provides both inpatient and outpatient services through hospital-owned outpatient clinics ("Clinics") offering healthcare services in the medical and/or surgical specialties listed in **Appendix A**.
- 1.03 The purpose of this Professional Services Agreement, herein referred to as the "Contract", is to provide a full statement of the respective rights and responsibilities of the parties in connection with the provision of the professional and administrative duties with respect to the Service and operation of the Medical Staff Department of Internal Medicine during the term of this Contract.
- 1.04 Corporation is a professional medical corporation organized under the Medical Professional Corporation Laws of the State of California, hereinafter referred to as the "Corporation", that employs or contracts with individuals who are licensed in California and qualified for providing the Service ("Practitioners"). The term Practitioner includes individuals credentialed by the Hospital as either a Hospital Medical Staff member or Advanced Practice Professional ("APP").

PART II

DUTIES AND RESPONSIBILITIES OF THE CORPORATION AND ITS PRACTITIONERS

2.01 Corporation Leadership

- A. Corporation shall recommend and provide a Practitioner for appointment as the chair of the Department of Internal Medicine for the Hospital ("Department Chair"). The ultimate selection of the Department Chair shall be governed by the procedures set forth in the Hospital Medical Staff Bylaws. The Department Chair must meet the qualification requirements for a department chair as set forth in the Hospital Medical Staff Bylaws, be an Active member of the Hospital's Medical Staff, and remain "In Good Standing" as defined by, and in accordance with the Medical Staff Bylaws. In the event the Department Chair is deficient in his/her duties, as determined by the Hospital Director in consultation with the Medical Executive Committee, the Hospital Director may appoint an interim chair until either (1) the Hospital Director become satisfied that the former Department Chair is ready, willing, and able to fully perform the duties of the Department Chair, or (2) a new Department Chair is recommended by Corporation and appointed in accordance with the Medical Staff Bylaws and the former Department Chair is removed consistent with the procedures under the Medical Staff Bylaws.
- B. The Corporation shall recommend Practitioners for the roles of department chair, vice chairs, chiefs, directors, section directors, or other positions whereby the Corporation is being paid by the Hospital for administrative responsibilities. Any appointments of Corporation's Practitioners to such positions shall be approved at the discretion of the Hospital Director and Medical Executive Committee, unless otherwise provided for under the Medical Staff By-Laws.
- C. Appointments of Corporation Leadership are outlined in **Appendix B**

2.02 General Duties and Responsibilities

- A. Corporation shall take commercially reasonable steps necessary to participate as an in-network provider for all managed care programs for which the Hospital serves as an in-network provider.
- B. Corporation shall provide a list of proposed Practitioners (**Appendix C**) to provide services under this Contract to the Hospital's Director for Hospital approval prior to a Practitioner providing services under this Contract. The Practitioners listed on Appendix C shall be covered by Professional Liability Indemnity at Exhibit C of this Contract. The Parties contemplate that Appendix C may be modified over the Term of this Contract. To avoid a gap in coverage under Exhibit C and to ensure that the Hospital Director pre-approves qualified Practitioners to render the Services prior to providing Services, the Parties agree that (1) proposed additions to Appendix C shall be submitted in writing by Corporation via email to the Hospital Director for approval; (2) Corporation shall not utilize a proposed Practitioner unless and until Corporation has received written approval from the Hospital Director, which may be provided via email; (3) the Parties

agree that the effective date of Professional Liability Indemnity under Exhibit C shall be the date of the Hospital Director's written approval regardless of when Appendix C is formally amended; and (4) and the Parties shall cooperate to expeditiously amend Appendix C. The Hospital Director is authorized to approve amendments to Appendix C on behalf of the County.

- C. Corporation shall provide an appropriate number of qualified Practitioners in the Specialty to accommodate patient needs and services at the Hospital and its Clinics and otherwise meet the patient care, administrative, and teaching needs of the Hospital consistent with the terms and conditions of this Contract. Telehealth or Telemedicine is not considered a form of coverage unless approved in writing by the Hospital Director. The Parties agree that that an email from the Hospital Director to the Department Chair shall be sufficient written evidence of approval of the use of Telehealth or Telemedicine.
- D. Corporation shall provide Practitioner services to all patients requiring care in the Specialty at the Hospital and its Clinics and will ensure active participation of assigned Practitioners in activities of the Hospital and Medical Staff, including but not limited to, education, committee meeting attendance, and quality improvement activities. Corporation shall provide Hospital 30-days prior written notice of any routine cancellation when scheduled at the Hospital or any Clinic unless circumstances beyond the reasonable control of Corporation or Practitioner prevent such notice. In all instances of cancellation, Corporation shall provide Hospital notice as promptly as commercially reasonable. Routine cancellation is defined as any cancellation other than for an emergency or illness. Hospital Director may request Department Chair discuss non-routine cancellations with the Hospital Clinical Manager and Hospital Administration.
- E. Corporation acknowledges that Hospital has a policy pursuant to which it classifies certain patients as Charity Care patients based on an individualized assessment of the patient's financial need, and Hospital does not charge or seek to collect payment from Charity Care patients for Hospital's services once Hospital has determined that a patient qualifies as a Charity Care patient. Accordingly, to the extent permitted by applicable law, Corporation agrees that it will adhere to Hospital's policy in this regard and shall not charge or seek to collect payment from Charity Care patients for Corporation's professional medical services once Hospital notifies Corporation that a patient qualifies as a Charity Care patient. Corporation agrees that its compensation under this Contract includes consideration for Corporation's services to Hospital's Charity Care patients.
- F. For outpatient Clinic Hours, Practitioners are expected to be available to provide Services during Clinic Hours. Clinic Hours are outlined in Appendix "A." The Parties may modify the Clinic Hours upon mutual written agreement.
- G. Corporation agrees that it and its Practitioners, employees, and its agents providing Services under this Contract shall comply fully with all applicable laws, and with all the Clinic, Hospital, Medical Staff and County policies, protocols, bylaws, rules and regulations, and regularly discharge all administrative, teaching and clinical responsibilities of the Hospital and Medical Staff including active participation in the Hospital's risk management program and electronic initiatives. Corporation further specifically agrees that it and the Practitioners and other personnel providing Services under this Contract shall abide by the Hospital's policies prohibiting misconduct toward patients or harassment of employees, including the policy attached as Exhibit "B", and shall report violations of such policies.
- H. Corporation shall immediately remove any Practitioner from furnishing Services under this Contract who:
- Has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently.
 - Has his or her professional license to practice medicine in the state denied, suspended, terminated, revoked, restricted, or relinquished for any reason, whether voluntarily or involuntarily; or

- Fails to satisfy the requirements pertaining to Practitioners providing services on behalf of Corporation pursuant to this Contract, including, but not limited to, the Practitioner qualifications contained in Section 2.03, or breaches or causes Corporation to breach this Contract.
 - If Practitioner is terminated for cause by a payor or health plan.
- I. Corporation shall ensure that all Time Records Forms (**Exhibit A**) are filled out accurately by all Practitioners which include hours for administrative, teaching, direct care, and on-call services.
- J. Medical records, including any electronic medical record system, containing the Services under this Contract shall, at all times, be the property of Hospital. Notwithstanding this ownership, Corporation and its Practitioners shall have prompt, reasonable access to all medical records reflecting the Services and shall have the right to make hard or electronic copies thereof, at Corporation's sole cost and expense, upon reasonable notice to Hospital and in accordance with applicable laws and regulations. If Hospital asserts federal or California laws prevent Hospital from providing Corporation or the Practitioners the access or copies required under this Section 2.03 (J), Hospital shall provide Corporation written notice of Hospital's objection together with a description of the laws at issue and either offer a reasonable alternative or a meet and confer within seven (7) Business Days to resolve Corporation's access to such records. For purposes of this section, the phrase "Business Days" excludes weekends and County recognized holidays.
- K. Practitioners and other personnel of the Corporation providing the Services shall complete all annual Hospital required education updates and recurring and/or specialized requirements including, but not limited to:
- Influenza Immunization
 - Annual Competency Education
 - Annual HIPAA Training
 - Infection Control
 - Adverse Events
 - Patient Safety
 - Pain Management
 - Services Recovery
 - Other programs as required by the Hospital or Medical Staff

2.03 Practitioner Qualifications

Corporation and each Practitioner represents and warrants that, as applicable, each Practitioner:

- A. Maintains an unlimited, unrestricted license to practice in the state of California.
- B. Is board certified or is eligible for board certification in the Specialty, in compliance with board certification requirements in the Medical Staff Bylaws.
- C. Maintains membership on the Hospital's Medical Staff or APP Staff, with appropriate clinical privileges.
- D. Is a participating provider in the Medicare and Medi-Cal programs, participates in all payor contracts Hospital enters, and in other government health plans in which Hospital participates.
- E. Will not knowingly participate in billing practices that are competitive with the billing practices of the Hospital and will adhere to all Hospital billing guidelines and practices in accordance with applicable laws and regulations.

- F. Participates in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community, and in accordance with the maintenance of the specific privileges that each Practitioner acquires at Hospital, and as otherwise required by Corporation's continuing medical education policy.
- G. Is not an excluded, debarred or suspended Practitioner for any state or federal health care program, federal procurement program or of the U.S. Food and Drug Administration.
- H. Has never been convicted of a felony, or of a misdemeanor involving patient care issues, violation of healthcare laws or moral turpitude, or has been subject to exclusion from participating as a Practitioner in either the Medicare, or a state Medicaid program; and
- I. Has never had his/her privileges or prerogatives to practice at any health care facility, medical staff membership, or license to practice in any state been limited, suspended, revoked, or voluntarily relinquished while under investigation.

Each Practitioner providing services under this Contract shall sign an acknowledgment, in the form of **Attachment "A"** attached hereto, of the obligations of Corporation hereunder, and the representations contained in this Section. This Contract does not confer any rights on Practitioners individually, and only the Hospital, the County, and Corporation shall have the right to assert the benefits of this Contract.

2.04 Practitioner Coverage

- A. Corporation shall ensure that there are adequate qualified Practitioners available for consultation on a 24-hour per day, seven days per week basis to ensure sufficient proper coverage of Specialty Services at the Hospital. Consultation means availability to respond to Hospital's requests in-person.
- B. Corporation shall ensure that there are adequate qualified Practitioners available for on-call services for any contracted inpatient service. For the purposes of this Contract, on-call services are defined as having qualified practitioners available to respond to the Hospital for any inpatient service need. A "qualified Practitioner" for purposes of Sections 2.04 (A) and 2.04 (B) shall mean a Board Certified Internist who may or may not have subspecialty certification.
- C. Corporation shall ensure there are adequate numbers of qualified Practitioners available to provide outpatient Specialty services to Hospital's Clinics as outlined in Section 2.02 (F). For purposes of this Contract, "Cfte" or "clinical fulltime equivalent" for physicians are defined as 1,800 hours per year.
- D. Corporation shall provide appropriate staffing to ensure that consults and procedures are completed as medically indicated, but no later than twenty-four (24) hours of request for routine inpatient consults; 60-minutes for the emergency department and for patient placement/patient determination.
- E. Corporation personnel designated pursuant to Part II of this Contract, shall devote sufficient time to perform all administrative and teaching duties in a timely and efficient manner. In the event that the Parties agree that Corporation has failed to provide coverage for the Services described in Part II and other pertinent sections of this Contract, the Parties agree that the compensation due to Corporation pursuant to Part IV of this Contract for such administration, supervision, and teaching for these positions may be reduced in proportion to the actual reduction in coverage.
- F. Corporation shall work with the Hospital to improve worked relative value units (wRVUs) for the Practitioners and strive to achieve wRVUs in the 50th percentile against national benchmarks for an academic medical center for clinical services provided in the outpatient clinic environment. The Parties shall meet regularly to review wRVU performance and address recommendations to improve productivity.

2.05 Administrative and Teaching Responsibilities

- A. The Corporation shall recommend Practitioners for appointment to the Hospital or Medical Staff committees, including, but not limited to, risk management, peer review, etc. Any appointments of Corporation's Practitioners to such roles shall be approved at the discretion of the President of the Medical Staff and Hospital Director, unless otherwise provided for in the Medical Staff Bylaws. Corporation shall ensure that designated Practitioners faithfully serve on Hospital and Medical Staff Committees, and that each Practitioner appointed to such roles attend at least 80 percent of all scheduled meetings, arrive on time and stay through the entire meeting, and actively participate in a collaborative manner. In the event the Parties agree that a Practitioner is unable to meet the 80 percent threshold, the Hospital may reduce administrative payments by the percentage of hours missed below the 80 percent.
- B. Corporation shall ensure that each Practitioner appointed to an administrative role, as set forth in Appendix B, shall perform the specific duties and responsibilities for that role as delineated in Appendix B, and shall comply with the time records requirements in Section 4.04.
- C. Those Practitioners appointed in this Contract for teaching shall be responsible for preparing and presenting didactic lectures, conferences, seminars, Accreditation Council for Graduate Medical Education ("ACGME") required hours, teaching rounds and other activities necessary to carry out the established core curriculum for teaching in the Specialty and liaison with Hospital's physician residents ("Residents") and Hospital-contracted university-affiliated medical students, and shall comply with the time records requirements in Section 4.04.
- D. Corporation shall ensure Practitioners providing teaching services under this Contract devote the appropriate time necessary to complete the required teaching duties for the Specialty as required by the ACGME and medical school agreements.
- E. Duties and responsibilities for teaching services are outlined in **Appendix B**.
- F. Corporation's Practitioners shall prepare and timely submit written evaluations of the performance of all Residents who have performed a clinical rotation in the Specialty. Such Resident evaluations must be submitted no later than (1) thirty (30) days after receipt of written request or (2) in accordance with the most current timeframe put forth by the Hospital.

2.06 Non-Clinical Personnel

Non-Clinical Personnel employed by the Corporation are expected to develop and maintain an amicable working relationship with Hospital management and staff. Such personnel will maintain a reporting relationship with the Executive Assistant in the Hospital Department of Administration and will follow all Hospital policies and directives referred to in Section 2.02(G). Corporation will be notified in the event that any Corporation Non-Clinical Personnel fail to maintain an amicable relationship and/or fail to follow Hospital policies, at which point Corporation agrees to discontinue use of such Non-Clinical Personnel and replace said individual with another Non-Clinical Personnel to fulfill Corporation's obligations under this Contract.

2.07 Projection of Needs

It shall be the responsibility of the Corporation to annually project space, personnel, and equipment needs for the areas of responsibility as defined by this Contract for each County fiscal year and project needs for future years as required by Hospital and to submit such evaluations and projections in writing with the same supporting documentation and process required by the Hospital for space and equipment needs, including but not limited to formal requests via committee and/or Hospital department approval to the Hospital Director. Hospital shall provide Corporation access to information, personnel and records reasonably necessary for Corporation's compliance with this Section 2.07.

2.08 Referrals Involving County Patients

- A. The Corporation and the Practitioners providing services under this Contract agree that they shall not compete with Hospital by re-directing County Patients (as defined herein) to private practice ventures (i.e. non-County providers or facilities). For purposes of this Section 2.08, "County Patients" shall include any and all patients initially seen by any Practitioner while providing services under this Contract including any patients seen by Practitioners in the Hospital, any Hospital Clinic or any other County facility. This requirement to make referrals to the County shall not apply if: (1) the patient expresses a preference for a non-County provider or facility; (2) the patient's insurer determines the provider, practitioner or supplier; or (3) the referral is not in the patient's best medical interests in the Practitioner's judgment. In addition, the parties agree that the referral requirement in this section relates solely to the Practitioner's services covered by the scope of this Contract and the referral requirement is reasonably necessary to effectuate the legitimate business purposes of this Contract. If a County patient is referred outside of the County system for one of the reasons listed above, Corporation shall report such referral to the Hospital Director or designee for review prior to said referral when practical to do so but shall report such referral within 72 hours after the referral.
- B. This Contract does not require Corporation or its Practitioners to make any referrals for services other than those related to Services under this Contract.

2.09 Private Use of Hospital Premises

Corporation acknowledges that Hospital is required to comply with certain provisions of the Internal Revenue Code (the Code and its accompanying rules, regulations and procedures are together referred to as "IRC") relating to tax-exempt bonds (which were used to finance the acquisition and construction of the Hospital) and restrictions on private use imposed on property financed with proceeds of tax-exempt bonds. Corporation agrees that if Hospital, in its sole discretion, determines an amendment of this Contract is necessary so that Hospital is in compliance with the applicable IRC, it will execute an amendment to this Contract for such purposes and do so in an expedited manner.

2.10 Non-Permitted Use of Hospital Premises

Corporation shall not use or permit any of Corporation's representatives to use any Hospital facility or service for any purpose other than the performance of Services under this Contract. Corporation agrees that no part of the Hospital premises shall be used at any time as an office for private practice or delivery of care for non-County patients.

2.11 Research Studies/Clinical Trials

- A. Corporation shall submit all research studies/clinical trials involving patients at the Hospital and its Clinics to the Hospital's Institutional Review Board and Office of Research and Grants to obtain approval prior to implementation of any part of the research study/clinical trial at the Hospital.
- B. Corporation shall ensure that all research study/clinical trial contracts with third party sponsors shall contain a provision indemnifying, defending and holding harmless the County, its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability, including reasonable attorney fees and costs arising out of or directly attributable to the research study/clinical trial.

2.12 Notification of Certain Events

- A. Corporation shall provide immediate verbal notice upon receipt of information to the Hospital Director and, in addition, provide to the Hospital Director written notification within twenty-four (24) hours after the occurrence of any of the following events:

- a. Corporation or any of the Practitioners providing Services under this Contract becomes the subject of, or materially involved in any investigation, proceeding, or disciplinary action by:

Medicare and/or the Medi-Cal program or any other federal or state health care program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any hospital's or health facility's medical staff.

- b. The medical staff membership or clinical privileges of any of the Practitioners providing Services under this Contract at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished.
- c. Any Practitioner providing Services under this Contract has his or her license to practice in any jurisdiction suspended, revoked, or otherwise restricted.
- d. Any Practitioner or other Corporation personnel providing Services under this Contract is convicted of a criminal offense.
- e. Corporation or any of the Practitioners providing Services under this Contract is debarred, suspended, excluded or otherwise ineligible to participate in any federal or state health care program.
- f. Corporation or any of the Practitioners providing Services under this Contract becomes the subject of any suit, action or other legal proceeding arising out of the Services provided under this Contract; or
- g. Any representation contained in Section 2.03 regarding any of its Practitioners ceases to be true.

2.13 Compliance with Electronic Initiatives

Corporation shall participate in the development, optimization and continuous improvement of electronic initiatives (e.g. electronic health records (EHR), E-Consult, etc.) affecting their service area and shall ensure that all Practitioners and Non-Clinical Personnel providing Services receive the appropriate training necessary to successfully implement the initiatives.

2.14 Active Participation in Hospital Risk Management Program

Corporation shall ensure that Practitioners and Non-Clinical Personnel providing Services participate fully in all aspects of the Hospital Risk Management Program including but not limited to all liability education programs, Root Cause Analyses, Proactive Risk Assessments/Failure Mode and Effects Analysis (FMEA), cooperation with all risk or legal related investigations and inquires, and communication with County attorneys via the Hospital Risk Management Program.

2.15 Operational Improvement Committees

To improve quality and patient satisfaction, Hospital will establish operational improvement committees in various areas of service. Corporation shall participate in such committees by assigning a Practitioner, who will be subject to approval by Hospital Director at his/her sole discretion, to serve as co-chair/physician champion on committees affecting Corporation's area of practice, and on committees where the stakeholders include a Practitioner from the Specialty of which participation is required.

2.16 Participation in County Clinically Integrated Network.

The County is in the process of developing a clinically integrated network ("CIN"), which will include the Hospital and may include an independent practice association ("IPA"), or other entity, which CIN will facilitate the coordination of patient care across conditions, providers and settings, and streamline the process for contracting with third party payors, including but not limited to access to any and all software or hardware that maintains records and/or data that may be part and parcel to patient care or constitute a complete

medical record as determined by policy, law, or regulation. The Corporation agrees to participate in any CIN directly, or through an IPA, as applicable, and as reasonably requested by the Hospital, subject to review of then available facts and applicable law.

2.17 Key Performance Indicators (KPI)

Corporation shall work to improve the Key Performance Indicators as outlined in Appendix D.

2.18 Marketing and Public Relations

The County has the right to use Corporation's logo for marketing of the Services of this Contract only on the written consent of the Corporation.

PART III

DUTIES, RIGHTS, AND RESPONSIBILITIES OF THE HOSPITAL

3.01 Facilities, Equipment, Supplies and Services

Hospital shall provide and maintain adequate space and appropriate equipment for the efficient operation and conduct of the Service and the Service Clinics. Hospital shall also provide utilities, housekeeping, security, laundry, accounting, purchasing, medical records, and other supplies and services required for the administrative operations, the operation of the residency and medical student educational components of the Service, and the Service Clinics in accordance with available resources and with consideration to essential areas, as determined by Hospital and with the Hospital having priority. The facilities, equipment, services, and supplies needed shall be determined initially and reevaluated from time to time by the Hospital. All equipment introduced, utilized, or proposed by the Corporation shall be approved in accordance with the then-current Hospital policy. In the event Corporation or Corporation's Practitioner proposes the use of any new equipment or new service at the Hospital, the Corporation and Corporation's Practitioners shall disclose in writing to the Hospital's Director if the Corporation or any of its Practitioners have a financial interest or financial relationship with the vendor being proposed to provide the new equipment or service. Failure to provide such disclosure shall be deemed a material breach of this Contract.

3.02 Administrative Personnel

Except as otherwise agreed upon, administrative personnel required for the proper operation of the Specialty Department and the Specialty Clinics shall be employed by Hospital. The selection and retention of such personnel may include consultants of the Corporation, consistent with the County's Memorandum of Understanding provisions and County's Personnel Rules and Regulations.

3.03 Contract Compliance

Hospital and Corporation representatives will meet quarterly to discuss contract compliance by both parties. Each party will supply data relevant to contract compliance upon request and within the timeframe requested. No failure to insist upon the strict performance of this section of the Contract shall constitute a waiver of the right to enforce this requirement during the term of this Contract. Hospital will issue to Corporation a letter following the quarterly meetings substantively in the form of Exhibit F. Corporation shall have seven (7) calendar days to notify Hospital of any errors or clarifications required.

3.04 Right to Remove Practitioner

Hospital shall have the right to remove a Practitioner from the list of approved Practitioners by written notice to the Corporation, effectively immediately or at such later date as specified in such notice, at any time during the Term of this Contract with or without cause. If removed from the list of approved Practitioners, the Practitioner may no longer furnish services under this Contract and the Corporation and the Hospital will work

together to ensure appropriate continuity of care for any affected patients. Removal of a Practitioner from the list of approved Practitioners does not affect the Practitioner's medical staff membership or clinical privileges and does not generate hearing rights under the Hospital's Medical Staff Bylaws.

PART IV

BILLING AND COMPENSATION

4.01 Compensation

Hospital shall compensate Corporation for Services provided under this Contract, as outlined in Appendix E.

4.02 Compensation for Patient Care

- A. Hospital shall not compensate Corporation for professional services rendered directly to patients except as otherwise stated herein.
- B. Except as otherwise stated in this Contract, Corporation shall bill its usual and customary charges directly to the patient or to appropriate third-party payors for patient care under this Contract. Corporation's billing shall be in accordance with the laws and regulations of the State of California, the United States and appropriate governmental agencies. Corporation shall bear all risks for collection of said charges. Corporation shall not bill patients for administrative or teaching services and responsibilities rendered by Corporation pursuant to Part II of this Contract, or for patient care rendered by fellows and Residents not supervised by or in conjunction with faculty personnel of the Corporation, or where such billing is not permitted by law.
- C. Hospital's compensation of Corporation for direct patient care and all other Services under this Contract has been determined to be consistent with fair market value, including a percentage of payor mix whereby Corporation is unable to bill or collect for its professional services.
- D. Hospital shall provide Corporation or its billing agents with access to and copies of all records and data reasonably necessary to accomplish billing for patient care services rendered, and Hospital shall do so in an efficient and timely manner, to enable all billings to be made within the time limits established by law. Hospital shall provide Corporation or its agents with encounter data and metric information for the Services provided by Corporation or its Practitioners. For any payment for the Services which is first received by the Hospital and then passed through to Corporation, Hospital shall provide Corporation an accounting of such payments received and paid upon a reasonable request by Corporation.

4.03 Method of Payment

- A. PMPM for Primary Care Clinic Direct Patient Care ("PMPM Payment"). No later than the tenth (10th) calendar day of each month during the Term of this Contract, Corporation shall deliver an invoice to the Hospital for the PMPM Payment. This invoice shall reflect the number of managed health plan members and the capitation rate corresponding to each member for the then-current month of capitation. Hospital shall pay the undisputed portion of the PMPM Payment required from this invoice to Corporation within thirty (30) days of receipt of invoice. For avoidance of doubt, by way of illustration only, for the calendar month of February, Corporation will invoice Hospital for capitated members assigned to Corporation and its Practitioners for the month of February as reported in the plan's provider portal no later than February 10 and the Hospital shall pay this invoice no later than thirty (30) days after its receipt of the February 10 invoice.
- B. All Payments Other than PMPM Payment. At the end of each month, Corporation shall deliver to the Hospital an invoice together with accurate and completed time records described in Section 4.04 for all other services rendered during that month. Hospital shall pay all undisputed invoices within thirty (30) calendar days of receipt. If Hospital disputes any item in such invoice, Hospital shall provide written notice

of the dispute to Corporation within thirty (30) calendar days of receipt of such invoice. Hospital shall pay all undisputed portions of any invoice within thirty (30) calendar days of receipt of the invoice. Hospital shall not dispute any invoice that is accurate and that includes fully completed and accurate time records with hours that conform to the Approximate Monthly Hours required under the Contract. The phrase "Approximate Monthly Hours" refers to the total numbers of hours of services to be provided annually under the Contract divided by twelve. The Parties shall cooperate in the exchange of information and documentation necessary to resolve any disputed invoice.

4.04 Time Records

- A. It shall be the responsibility of the Corporation to ensure that Practitioners sign and record their time spent in administration, supervision, teaching, and direct patient care in accordance with the "Time Record Form" hereto attached as Exhibit "A." Corporation shall submit to Hospital such time records as an attachment to the invoice supporting such activity at the time of invoice submission for the calendar month during which the services were provided.
- B. Hospital agrees that Practitioners may provide an electronic signature for the Time Record Form. Hospital further agrees that Time Record Forms may be provided to Hospital electronically.
- C. The Parties agree that records that are incomplete shall be returned for completion before payment of the Services reflected in the incomplete time record.
- D. The Parties acknowledge that the actual time required to perform the administration services may vary from month to month, provided, however, that Corporation shall ensure that the level of administration services is at least sufficient to meet the requirements under California Code of Regulations, Title 22, CMS Conditions of Participation, and Hospital accreditation standards regarding medical-administrative oversight of clinic activities. The County's obligation to compensate the Corporation on behalf of the Hospital for the administrative, teaching and direct patient care services described in this Contract is contingent upon: (1) the Corporation's completion of the minimum number of hours required by ACGME (if applicable); (2) the Corporation's submission of the time records described in this section; and (3) the total compensation not exceeding the amounts listed in Appendix E of this Contract.

4.05 Electronic Fund Transfer Program

Corporation shall accept all payments from County on behalf of Hospital via electronic funds transfer (EFT) directly deposited into the Corporation's designated checking or other bank account. Corporation shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

4.06 Billing Compliance/Indemnification

- A. The Parties shall comply with all applicable laws, including those of any federal or state health care program, customary practice and other third-party payor programs, whether public or private, in connection with billing and coding for the Services provided pursuant to this Contract.
- B. The Parties shall adopt and maintain billing and coding compliance policies and procedures to ensure compliance with applicable laws including those of any federal or state health care program, including but not limited to the Medicare and Medi-Cal programs.
- C. The Parties shall cooperate with reasonable requests to further compliance efforts of the Parties.
- D. Each Party shall indemnify, defend and hold harmless the other Party, their officers, supervisors, employees and agents (hereinafter "Indemnitees") from and against all liability, cost, loss, penalty or expense (including without limitation, attorneys' fees and court costs) incurred by the Indemnitees

resulting from inaccurate and/or improper billing information furnished by the other party and relied on by the Indemnitees regarding the Services under this Contract.

PART V

DELINQUENT MEDICAL RECORDS AND REPORTS

- 5.01 Practitioners shall prepare and maintain, or cause to be prepared and maintained, complete and accurate medical records, in accordance with all applicable policies, laws, and regulations including Hospital and Hospital Medical Staff requirements for documentation, timeliness and completeness, for each patient who is treated by Corporation at Hospital or any Hospital Clinic.
- 5.02 Corporation shall ensure that its Practitioners complete medical records in accordance with all applicable policies, laws, and regulations.
- 5.03 A medical record or Resident evaluation not completed within the timeframes specified by federal or state law, regulations, Hospital policies, or rules specified by accrediting agencies, including, but not limited to the ACGME, is considered delinquent. If any medical records or Resident Evaluations required under this section is delinquent for more than sixty (60) days, the County shall be entitled to withhold fees due to the Corporation. Such withholdings shall be made from the next payment due to the Corporation following such delinquency. The withheld funds will remain in place until all delinquencies in place for greater than 60 days have been corrected.

PART VI

GENERAL PROVISIONS

6.01 Personnel

All Residents, fellows and non-medical personnel required for the proper operation of the Specialty Department in the Hospital and the Clinics, who are not employed by or who have not contracted with Corporation, shall be employed by Hospital or other affiliated institutions.

6.02 Independent Contractors

- A. In the performance of work, duties, and obligations by Corporation under this Contract, it is mutually understood and agreed that the Corporation, its employees, associates, partners, and/or contracting persons are at all times acting and performing as independent contractors, practicing the profession of medicine and specializing in the Specialty. The Corporation, its employees, associates, partners, and/or contracting persons are not officers, employees, agents, or volunteers of the Hospital, and as such, the County's workers' compensation benefits will not be extended to the Corporation, its employees, associates, partners, and/or contracting persons.
- B. Hospital shall neither have nor exercise any control or direction over the methods by which Corporation or its employees, associates, partners, or contracting persons shall perform duties subject to their clinical training and education unless directed by policy, law, or regulations. The sole interest and responsibility of Hospital is to assure that the Department and Services covered by this Contract shall be administered, performed, and rendered in a competent and efficient manner satisfactory to the Hospital's Director, in compliance with this Contract, and based in accordance with the essentials of acceptable medical practice. All parties hereto shall fully comply with all applicable provisions of law and other rules and regulations of all governmental authorities relating to licensure and regulation of Practitioners and hospitals and to the operations of the Service. In addition, the parties shall also operate and conduct themselves in accordance with standards and recommendations of the American Osteopathic Association (AOA) and American Medical Association (AMA), the Policies and Procedures of the Hospital and County, and the Bylaws and Rules and Regulations of the Medical Staff as may be in effect from time to time.

6.03 Scribes

Corporation may utilize, at their own expense, the services of qualified clerical and non-professional personnel referred to as scribes as a subcontractor. A scribe helps providers expedite the patient flow and improve medical record documentation speed and accuracy. A scribe functions under the direct supervision of the Corporation. The Corporation is ultimately responsible for all documentation of the Services in the medical record, including entries made by scribes. Corporation must ensure that all documentation of the Services in the medical record conforms to the Hospital policy, and all legal/regulatory requirements. Under no circumstances may scribes provide clinical services. Corporation and its subcontractor scribe(s) shall comply with all applicable Hospital policies, including, but not limited to Hospital's policy on the utilization of scribes. In utilizing scribes, Corporation shall comply with all terms and conditions of this Contract, including, but not limited to, Part VIII. Corporation shall be fully responsible for the acts and omissions of the scribes that its Practitioners utilize for medical record documentation.

6.04 Subcontracting

Corporation agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the Hospital Director. Any subcontractor shall be subject to the same terms and conditions as Corporation. Corporation shall be fully responsible for the performance and payments of any subcontractor's contract. The Parties agree that the written approval shall include use of email.

6.05 Taxes and Workers' Compensation

Corporation shall assume sole and exclusive responsibility for payment of its federal and state income taxes, its federal social security taxes, and for maintaining insurances as specified in this Contract, including, but not limited to, workers' compensation insurance. Corporation agrees that County shall not be responsible for providing for the above taxes and insurance on behalf of Corporation; and the Corporation agrees to defend, indemnify, and hold harmless County from any and all actions and/or claims which seek to collect said taxes and workers compensation insurance from County.

Without in any way affecting the indemnity herein provided and in addition thereto, the Corporation shall secure and maintain throughout the contract term the following Workers' Compensation/Employers Liability insurance with limits as shown:

Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred- and fifty-thousand-dollar (\$250,000) limits, covering all persons, including volunteers, providing Services on behalf of the Corporation and all risks to such persons under this Contract.

If Corporation has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

6.06 Professional Liability Indemnity

County shall indemnify Corporation as is provided by the Professional Liability Indemnity Clause, which is attached hereto as Exhibit "C" and is incorporated herein by this reference. Coverage shall be provided to Corporation/subcontractors as detailed in "Breakdown of Coverage for Corporations and Subcontractors" hereto attached as Exhibit "D." Notwithstanding any other provisions in this Contract, a Practitioner shall not be indemnified as provided in Exhibit "C" until such Practitioner is granted clinical privileges as a Medical

Staff/APP member of the Hospital and is approved in writing by the Hospital Director as a Practitioner pursuant to Section 2.02(B).

6.07 Disagreement

Any questions or disagreement concerning standards of professional practice or the character of Services furnished in the Department shall be processed according to the Hospital's Medical Staff Bylaws as are in effect from time to time.

6.08 Status of Parties

- A. The parties hereby expressly understand and agree that this Contract is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Corporation and County but is rather a Contract by and between independent contractors.
- B. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, health insurance, other fringe benefits of employment, or workers' compensation insurance.

6.09 Assignment

Nothing contained in this Contract shall be construed to permit assignment or delegation by Corporation of any rights or duties under this Contract and such assignment or delegation is expressly prohibited without the written consent of the County.

6.10 Contract Amendments

Other than the email approvals provided for otherwise in this Contract, the Parties agree that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of the Contract and approved by the required persons and/or organizations. No waiver by any party of any term or condition of this Contract, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Contract on any future occasion. All remedies, either under this Contract or by law or otherwise afforded, will be cumulative and not exclusive.

6.11 Rules of Construction

The language in all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the Corporation. Section headings in this Contract are for convenience only and are not to be construed as a part of this Contract or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

6.12 Governing Law/Venue/Attorney's Fees.

This Contract is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San

Bernardino, San Bernardino District. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party.

6.13 Severability

The provisions of this Contract are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Contract shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

6.14 Alternative Dispute Resolution

- A. In the event the Hospital determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- B. Notwithstanding the above, nothing herein shall preclude either party from pursuing its legal remedies at law in the event a mutually satisfactory solution is not reached.

6.15 Term of Contract

This Contract shall be effective January 1, 2024, ("Effective Date"), and shall remain in effect through December 31, 2026, unless otherwise terminated pursuant to Section 6.16.

6.16 Termination

- A. This Contract may be terminated by either party for any reason or no reason upon ninety (90) days prior written notice to the other party.
- B. Either Party may terminate this Contract immediately if the other party is suspended, excluded or ineligible to participate in the Medicare or Medi-Cal programs.
- C. Either Party may terminate this Contract immediately if the other party becomes insolvent, files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, a trustee in bankruptcy or a receiver is appointed for a party, or upon an assignment for the benefit of creditors of all or substantially all the party's assets.
- D. Either Party may terminate this Contract upon a material breach of the Contract. The non-breaching Party shall provide thirty (30) days written notice of the breach, describing the nature of the breach and the steps to cure the breach prior to termination, if the breach can be cured. If the non-breaching party reasonably determines the breach remains uncured, the non-breaching party may terminate this Contract thereafter or extend time for cure or amendment if such extension is in a writing signed by the Parties.
- E. The Hospital Director is authorized to terminate this Contract on behalf of the County.

6.17 Changes in Healthcare Coverage, Delivery and/or Reimbursement

In the event that any legislative or regulatory change in healthcare coverage, delivery or reimbursement (including any change in Medicare or Medicaid policies or rules), whether state or federal, has, or is reasonably anticipated by either party to have, a significant adverse impact on a party hereto, the affected party shall have the right to require that the other party renegotiate the terms of this Contract. If after a good faith effort by each of the parties to resolve that significant adverse impact, it is determined that this Contract cannot be modified to address the significant adverse impact in a manner satisfactory to each of the parties

consistent with applicable laws, then either party may terminate this Contract by giving thirty (30) days written notice to the other.

6.18 Notices

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the mail for delivery by the United States Postal Service Priority Mail with a required delivery receipt, and addressed to the other party as follows:

To County: Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, California 92324-1819
Attention: Hospital Director

To Corporation: Quantum Healthcare Medical Associates, Inc.
5000 Hopyard Road, Suite 100
Pleasanton, California 94588
Attention: President

With a copies to:

Kambiz Raoufi, M.D.,
Internal Medicine Department Chair
400 North Pepper
Colton, California 92324-1819

John R. Stair, Chief Operations Counsel
265 Brookview Centre Way, #400
Knoxville, TN 37919
John_Stair@teamhealth.com

Any such notice to any party deposited in the mail for delivery by the United States Postal Service Priority Mail with a required delivery receipt shall be deemed for all purposes of this Contract to have been given two calendar days after such deposit. Notice delivered by personal service shall be deemed given upon delivery.

6.19 Former County Officials

Corporation agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Corporation. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Corporation. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer, or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. If during the course of administration of this Contract, the County determines that the Corporation has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

6.20 Inspection of Records

Corporation agrees that only to the extent required by Section 952 of Public Law 96-499, and the regulations promulgated thereunder, those portions of the books and records of the Corporation which relate to the

Corporation's activities pursuant to this Contract will be available to the Secretary of Health and Human Services or the Comptroller-General for a period of four (4) years after the relevant services are furnished. If Corporation provides services hereunder through a subcontract with a related party, the subcontract must allow similar access by the Secretary of Health and Human Services or the Comptroller-General, and their duly authorized representatives to the subcontract and the subcontractor's books, documents, and records.

6.21 Disability or Death

Within thirty (30) days of the approval of this Contract, Corporation shall submit a plan to provide for the continuity of Services to Hospital in the event of the death or disability of any Practitioner(s) providing services under this Contract. The parties agree that at any time it is decided that the Department Chair is permanently disabled or otherwise unable to perform his or her duties under the Contract, Corporation shall have three (3) months from the disability date to provide the services of another Practitioner acceptable to County in accordance with this Contract. Further, County shall have the right from the date of disability to select or otherwise approve an acting chair, subject to any restrictions or process in the Medical Staff Bylaws, to serve in such capacity until the expiration of the Contract or his or her replacement is approved in accordance with this Contract or the Medical Staff Bylaws, whichever is applicable. The parties expressly agree that at all times County shall receive the Services and be provided with all personnel as set forth and required in this Contract.

6.22 Discrimination

During the term of the Contract, Corporation shall not discriminate against any employee or applicant for employment, patient or person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Corporation shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Corporation shall also comply with Exhibit "B."

6.23 Incorporation by Reference

This Contract incorporates by reference any and all other Contracts in effect between the Corporation and County, to the extent applicable and permitted by law, for services to County on behalf of Hospital but not other County departments or agencies. This Contract also incorporates by reference Appendices A, B, C, D, E, and Exhibits A, B, C, D, E, F, and completed and signed Attachment A's, all of which are referenced in and considered part of this Contract. This Contract also incorporates by reference the recitals.

6.24 Entire Contract

This Contract contains the final, complete and exclusive Contract between the parties hereto. Any prior Contract promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

6.25 Improper Consideration

Corporation shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding any Contract awarded by County.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Corporation shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Corporation. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

6.26 Authorization

The undersigned individuals represent that they are fully authorized to execute this Contract on behalf of the named parties.

6.27 Excluded Practitioners

Corporation shall comply with the United States Department of Health and Human Services (HHS), Office of Inspector General (OIG) requirements related to eligibility for participation in federal and state health care programs. State and federal law prohibits any payment to be made by Medicare, Medi-Cal or any other federal health care program for any item or service that has been furnished by an individual or entity that has been excluded or has been furnished at the medical direction or prescription of a Practitioner, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

Corporation represents that it has screened all current and prospective employees, Practitioners, partners and persons having five percent (5%) or more of direct ownership or controlling interest of the Corporation for eligibility against the OIG's List of Excluded Individuals/Entities ("LEIE") to ensure that ineligible persons are not employed or retained to provide services related to this contract, and will continue to periodically screen such individuals and/or entities against the LEIE. The OIG's website can be accessed at: <http://oig.hhs.gov/fraud/exclusions.asp>.

Corporation shall have a policy regarding sanctioned or excluded employees, Practitioners, partners and owners that includes the requirement for these individuals to notify the Corporation should the individual become sanctioned or excluded by OIG.

Corporation shall immediately notify the Hospital's Chief Compliance Officer should an employee, Practitioner, partner or owner become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this Contract.

6.28 Master List

The Hospital represents and warrants to the Corporation that this Contract, together with any other contracts between the Hospital and the Corporation, and between the Hospital and any Practitioner providing services on behalf of Corporation, will be included on the master list of Practitioner contracts maintained by the Hospital.

6.29 Signatures

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein.

Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

PART VII

CONFLICT OF INTEREST

7.01 Conflict of Interest

A. Statement of Economic Interests

As provided in Section 2.02(G) of this Contract, Corporation and Practitioners shall comply with all applicable conflict of interest laws, rules and requirements, including, but not limited to, Government Code section 1090 et seq., the County's Conflict of Interest Code, and this Part VII.

Corporation shall cause its Practitioner employees, Practitioners otherwise affiliated or attached to it and Practitioners who subcontract with it or who subcontract with its subcontractors, and who are members of the Hospital Active and Provisional Medical Staff, and who as a part of their duties under this Contract make or participate in making decisions regarding the procurement or use of medical equipment or supplies, or other decisions having a material financial effect, to complete an annual Statement of Economic Interests as required by San Bernardino County.

Corporation shall inform Hospital of any ownership, investment or compensation interest or arrangement of Corporation which may present a professional, financial, Stark Law, or any other federal or state conflict of interest or materially interferes with Corporation's performance of its duties under this Contract.

B. Political Contributions

Corporation has disclosed to the County using Exhibit E, whether it has made any campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Corporation's proposal to the County (if applicable), or (2) 12 months before the date this Contract was approved by the County Board of Supervisors. Corporation acknowledges that under Government Code section 84308, Corporation is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Corporation will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Corporation or by a parent, subsidiary or otherwise related business entity of Corporation.

PART VIII

PRIVACY AND SECURITY OF HEALTH RECORDS

8.01 The Corporation and the Hospital shall protect the privacy and provide for the security of patient identifiable health information and patient financial information disclosed to them in compliance with all applicable state laws and the Federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA"), the California Confidentiality of Medical Information Act ("CMIA") and all other applicable laws.

Any unauthorized acquisition, access, use, or disclosure of protected health information by Corporation or its staff may result in disciplinary action up to and including termination of privileges and services at Hospital.

- 8.02 Corporation and Hospital shall enter into written agreements with agents and subcontractors to whom the Corporation or Hospital discloses or provides access to patient identifiable health information that impose the same restrictions and conditions on such agents and subcontractors that apply to Corporation or Hospital with respect to such PHI, and that require compliance with all appropriate safeguards as required by HIPAA. Corporation and Hospital shall also enter into a separate business associate agreement if required by law.
- 8.03 In addition to complying with all applicable federal and state laws governing the privacy and security of patient information, including, without limitation, HIPAA and CMIA, the parties also acknowledge and agree that Hospital is a "covered entity," as such term is defined under HIPAA, and that with respect to all services provided to patients of Hospital, Corporation shall participate as a covered entity in an Organized Health Care Arrangement ("OHCA") with Hospital, and shall comply with Hospital's health information privacy and security policies and procedures, and with its notice of privacy practices.
- 8.04 Corporation shall maintain and use appropriate and administrative, technical and physical safeguards, in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security regulations and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, and all other laws and regulations relating to privacy and confidentiality of PHI, reasonably designed (i) to ensure the integrity, confidentiality, security and availability of PHI (ii) to prevent any reasonably anticipated unauthorized or prohibited use or disclosure of PHI received from Hospital; (iii) to protect against any reasonably anticipated threats or hazards to the security or integrity of such information; and (iv) to ensure compliance with this Contract by Corporation's employees. Corporation agrees to keep these security measures current and to document these security measures in written policies, procedures or guidelines. Specifically, without limitation, each party shall properly use all necessary security procedures to ensure that all transmissions of data are authorized and to protect the data from improper access, use or disclosure.

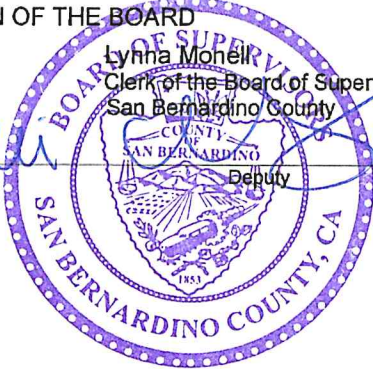
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SAN BERNARDINO COUNTY

► *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 19 2023
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



QUANTUM HEALTHCARE MEDICAL ASSOCIATES, INC.
(Print or type name of corporation, company, contractor, etc.)

By ► *Neil Mendelson*
(Authorized signature - sign in blue ink)

Name Neil Mendelson MD
(Print or type name of person signing contract)

Title SVP, Team Health / Quantum
(Print or Type)

Dated: 12/5/23

Address 5000 Hayward Rd, suite 100
Pleasanton CA 94588

TEAM HEALTH

Neil Mendelson
Neil Mendelson, M.D.
Senior Vice President, West Group, Team Health
Date: 12/5/23

FOR COUNTY USE ONLY

Approved as to Legal Form
► *[Signature]*
Charles Phan, Deputy County Counsel
Date 12/15/2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
[Signature]
William L. Gilbert, Hospital Director
Date 12/11/23

APPENDIX "A" Provider Services

Inpatient Services

Internal Medicine

Pulmonary Critical Care

Consultative services for medical sub-specialties outlined in Section 1.01

Outpatient Services and Clinics

Primary Care Clinic

- Monday: 12 half day clinics
- Tuesday: 12 half day clinics
- Wednesday: 12 half day clinics
- Thursday: 14 half day clinics
- Friday: 8 half day clinics
- Saturday: None
- Sunday: None

Diabetes/Endocrine Clinic

- Monday: 2 half day clinics
- Tuesday: 2 half day clinics
- Wednesday: 2 half day clinics
- Thursday: 3 half day clinics
- Friday: 2 half day clinics
- Saturday: None
- Sunday: None

Rheumatology Clinic

- Monday: None
- Tuesday: None
- Wednesday: None
- Thursday: None
- Friday: None
- Saturday: None
- Sunday: None

Pulmonology Clinic

- Monday: 1 half day clinic
- Tuesday: 1 half day clinic
- Wednesday: 1 half day clinic
- Thursday: 1 half day clinic
- Friday: every other week; 1 half day clinic
- Saturday: None
- Sunday: None

Infectious Disease Clinic

- Monday: 2 half day clinics
- Tuesday: 2 half day clinics
- Wednesday: 2 half day clinics
- Thursday: 2 half day clinics
- Friday: None
- Saturday: None
- Sunday: None

A half day clinic is defined as a four-hour block of hours per day.

APPENDIX “B”
APPOINTMENTS OF CORPORATION LEADERSHIP

Chairperson (0.3 FTE): Kambiz Raoufi, M.D.

Medical Director, Pulmonary and Critical Care (.3 FTE): Sarkis Arabian, D.O.,

Director, Hospital Services and Internal Medicine (.3 FTE): Kambiz Raoufi, M.D.,

Medical Director, Nephrology and Dialysis Services (.3 FTE): Pooja Mahajan, M.D.,

Program Director: Internal Medicine: Sarkis Arabian, D.O. (.5 FTE)

Associate Program Directors: Debbie Craig, M.D. (.35 FTE) and Sunita Hassamal, D.O. (.35 FTE), Sarkis Arabian, D.O. (.3 FTE)

Associate Program Director for Pulmonary and Critical Care: Mufadda Hasan, M.D. (.2 FTE)

Responsibilities:

Chairperson:

- a. Establish rules, regulations and protocols for the operation of the Department and appropriate Sections and Units.
- b. Establish criteria for the issuing of clinical privileges in the Department and all of its Sections for approval by the Medical Executive Committee of the Hospital’s Medical Staff and Governing Body.
- c. Review credentials of all physicians applying for clinical privileges in the Department and all its Sections and make appropriate recommendations to the Credentials and Medical Executive Committees of the Medical Staff.
- d. Establish proctoring of the clinical and educational performance and activities of all newly acquired clinical privileges for all physicians of the Department and all its Sections in accordance with any applicable rules and regulations, including those of the Hospital and of its Departments, Divisions, and Sections.
- e. Review, on an annual basis, the clinical and educational performances of all staff physicians with clinical privileges in the Department and of all its Sections.
- f. Establish, in conjunction with the Program Directors of Hospital’s Internal Medicine Residency Programs, a core curriculum that is designed to meet the educational requirements for the teaching of Internal Medicine and its subspecialties.
- g. Ensure that the Internal Medicine Program Directors update that core curriculum as required by the ACGME.
- h. Ensure that the medical records of all patients treated by physician members of the Department and all its Sections are completed in a timely and accurate manner.

- i. Ensure that required evaluations for residents who rotate on the Internal Medicine service are completed in a timely manner (within 30 days or other timeframe set forth by Hospital) by Internal Medicine faculty members.
- j. Meet all pertinent requirements and performing all duties and functions relating to the Department which may be necessary to meet the terms of affiliation agreements established between Hospital and medical schools, universities, colleges and other institutions or agencies.
- k. Cover any other appropriate units or responsibilities as designated by the Chair of the Department and the Hospital's Chief Medical Officer and accepted by the Corporation.
- l. Participate and cooperate in Hospital's Quality Assurance Program.
- m. Carry out all additional duties and functions of the Department Chairs and Vice-Chairs as delineated in the Bylaws of the Hospital's Medical Staff as are in effect from time to time.
- n. Establish admission, transfer, and discharge policies for all ICU's and Med-Surg units.
- o. Carry out all duties and functions of the office of Chair of the Department and provide secretarial support assigned to that function as noted in Section 3.01 (A) of this Contract.
- p. Participate in managed care programs sponsored by or approved by County and all group practice activities of the Hospital's Medical Staff.
- q. Those physicians designated by Corporation to staff the Department pursuant to Part II of this Contract shall be responsible for supervising and monitoring the clinical care rendered to all patients receiving Medical subspecialty care in the ICU's, all Medical Wards and Specialty Clinics as itemized herein in Section 3.01 (b), 3.10, and 5.01, and on the Hospital's Jail Ward.
- r. Ensure that all physicians, physician assistants and non-professional staff comply with all relevant Federal and State laws and regulations and comply with applicable provisions of the following:
 1. Arrowhead Regional Medical Center Policy and Procedures
 2. County of San Bernardino Policy and Procedures
 3. California Code of Regulations – Title 22
 4. Centers for Medicare and Medicaid Services – Conditions of Participation
 5. Healthcare Facilities Accreditation Program
 6. The Health Insurance Portability and Accountability Act
 7. Joint Commission Accreditation Program

Medical Director, Pulmonary and Critical Care

- a. Establish rules, regulations and protocols for the operation of the service.

Director, Hospital Services and Internal Medicine

- a. Establish rules, regulations and protocols for the operation of the service.

Medical Director, Nephrology and Dialysis Services

- a. Establish rules, regulations and protocols for the operation of the service.

Director, Blood Gas Lab & Respiratory Care

- a. Establish rules, regulations and protocols for the operation of the service.

Program Directors, Associate Program Directors and Program Faculty:

Program Directors, Associate Program Directors and program faculty shall perform duties in alignment with ACGME requirements and regulations.

Practitioners shall:

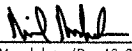
- Maintain 80% attendance record for all department/committee meetings to which the Practitioner has been assigned
- Actively contribute to department/committee in a collaborative manner
- Arrive on time and stay throughout entire department/committee meetings (applies to all department chairs, program directors, vice chairs, and section directors as designated pursuant to Parts I, II, and III of this Contract).

In the event the parties agree that Corporation failed to provide such coverage, the parties agree that compensation due to Corporation, pursuant to Part V of this Contract for administration of these positions, shall be reduced in proportion to the actual reduction in coverage of these positions.

APPENDIX "C"
CORPORATION PRACTITIONERS

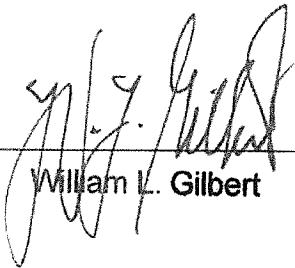
| Practitioner Name | NPI Number |
|----------------------------------|-------------------|
| Sarkis Arabia, DO | 1336202266 |
| Curtis Converse, DO | 1013385061 |
| Bruce Gipe, MD | 1639134877 |
| Mufadda Hasan, MD | 1265703847 |
| Essam Nagori, DO | 1285165076 |
| Rory Smith, MD | 1356621098 |
| Fernando Sorto, DO | 1063705788 |
| Tigran Stepanyan, DO | 1982906756 |
| Rafayel Vahratyan, DO | 1245593458 |
| Rubina Aqeel, MD | 1407972490 |
| Afshin Hamidi, MD | 1609222090 |
| Jessica Costales-Cantrell, DO | 1063948537 |
| Mobeen Danish, MD | 1851785083 |
| Jonathan Pham, MD | 1750811659 |
| Sharon Wang, DO | 1164699781 |
| Nasam Alfraji, MD | 1124589254 |
| Sogol Amjadi, DO | 1730636457 |
| Anoop Bhatt, MD | 1255714929 |
| Katherine Bourbeau-Medinilla, MD | 1790245116 |
| Luke Buxton, DO | 1548792161 |
| Daniel Chang, MD | 1568993665 |
| Gilbert Chen, MD | 1013479120 |
| Debra Craig, MD | 1255351151 |
| Ali Darwish, MD | 1679079958 |
| Farbod Farmand, DO | 1518295484 |
| Hina Guezmir, MD | 1396076279 |
| Sunita Hassamal, MD | 1841654233 |
| Calvin He, DO | 1902302128 |
| Tam Huynh, MD | 1487802674 |
| Andrew Karas, MD | 1386104123 |
| M-Shahid Khan, MD | 1477589257 |
| Linna Kho, MD | 1881854941 |
| Nasser Liasi, MD | 1144466780 |
| Hootan Mehr, MD | 1649755513 |
| Niki Mohammadi, DO | 1801424759 |
| Shahrukh Mohsin, MD | 1306309273 |
| Christopher Ng, DO | 1669001749 |
| Son Nguyen, MD | 1811285422 |
| Michael Nguyen, DO | 1902392665 |
| Peter Nguyen-Dang, MD | 1710449822 |
| David Pena, MD | 1205396231 |
| Nasim Poorjafar, MD | 1639673064 |
| Aftab Qadir, MD | 1851753545 |
| Kambiz Raoufi, MD | 1396784740 |
| Mohmad Shaikh, MD | 1962031955 |
| Azra Syed, MD | 1235310780 |
| Ankit Takyar, MD | 1447749882 |
| Zohray Talib, MD | 1427117944 |

| | |
|-----------------------|------------|
| Dan Vo, DO | 1629382890 |
| Timothy Yaoprucke, DO | 1841759842 |
| Wenbai Zhou, MD | 1841644143 |
| Farideh Ghasemi, NP | 1023190014 |
| Lan Lavelle, FNP | 1922245596 |
| Puja Neupane, NP | 1629325105 |
| Dipinder Singh, NP | 1962525949 |
| Kyla Agbayani, PA-C | 1205598455 |
| Phu Hoang, PA | 1588094452 |
| Marcel Mpiana, PA | 1427400340 |

Corporation: 
Neil Mendelson (Dec 13, 2023 18:31 EST)

Date: 12/13/23

Approved

Hospital Director: 
William L. Gilbert

Date: 12/11/23

APPENDIX D
KEY PERFORMANCE INDICATORS

| Key Performance Indicator | Trigger For Payment |
|---|---------------------|
| <i>Medication Reconciliation at Discharge</i> | 70% |

APPENDIX E

Corporation shall be paid at the “Base” rate of compensation as set forth in the chart below for the first six months of this Contract. Then, Hospital will review Corporation’s performance against the KPI metrics in Appendix D after that first six months, and after every six months throughout the term of this Contract. At each of these six month intervals, if Corporation has satisfied the Trigger as outlined in Appendix D for the prior six month period, then Corporation shall be paid, during the next six months, at the annualized rate set forth in the chart below that corresponds to the trigger that was satisfied for the prior six month period. At each of these six month intervals, if the trigger was satisfied for the prior six month period, then Corporation’s compensation for the next six months will remain at (or return to) the “Base” compensation as set forth in the chart below.

| Position | | | Description | Base Annual | Trigger Annual* |
|--|--------------|-------------------------|---|---------------------|---------------------|
| ARMC Direct Payments | | | | | |
| Administrative | FTEs | Hours | | | |
| Chair, Department of Medicine and Associate Medical Director | 0.3 | 500 | See Appendix B (FTE is based on 2,000 hours) | \$ 96,000 | N/A |
| Director, Pulmonary and Critical Care Medicine | 0.3 | 500 | See Appendix B (FTE is based on 2,000 hours) | \$ 77,600 | N/A |
| Director, Hospital Services and Internal Medicine | 0.3 | 500 | See Appendix B (FTE is based on 2,000 hours) | \$ 77,000 | N/A |
| Director, Nephrology and Dialysis Services | 0.3 | 500 | See Appendix B (FTE is based on 2,000 hours) | \$ 67,900 | N/A |
| Director, Blood Gas Lab & Respiratory Care | 0.1 | 150 | See Appendix B (FTE is based on 2,000 hours) | \$ 23,280 | N/A |
| Secretarial Support | 1.0 | 2000 | | 0 \$ 43,650 | N/A |
| Sub-Total Administrative | | | | \$ 385,430 | N/A |
| Teaching and Other GME Activities | FTEs | Hours | | | |
| Program Director, ACGME Internal Medicine Residency | 0.5 | 940 | See Appendix B | \$ 180,000 | N/A |
| Associate Program Director, ACGME Internal Medicine Residency | 0.7 | 1316 | See Appendix B | \$ 207,415 | N/A |
| Physician Faculty (Core, ACGME Internal Medicine Residency) | 0.6 | 1128 | | 0 \$ 300,000 | N/A |
| Program Director, ACGME Pulmonary Critical Care Fellowship | 0.2 | 376 | See Appendix B | \$ 96,000 | N/A |
| Associate Program Director, ACGME Pulmonary Critical Care Fellowship | 0.2 | 470 | See Appendix B | \$ 95,098 | N/A |
| Physician Faculty (Core, ACGME Pulmonary Critical Care) | 0.6 | 1128 | See Appendix B | \$ 216,487 | N/A |
| Clerkship Director - CUSM Students | -- | -- | \$35/wk/Student paid quarterly | Variable | N/A |
| 3rd Year SGU and WUHS Students | -- | -- | \$350/wk/Student paid quarterly as long as ARMC receives funds | Variable | N/A |
| 4th Year SGU and WUHS Students | -- | -- | \$250/wk/Student paid quarterly as long as ARMC receives funds | Variable | N/A |
| 3rd Year CUSM Students | -- | -- | \$350/wk/Student paid quarterly as long as ARMC receives funds | Variable | N/A |
| 4th Year CUSM Students | -- | -- | \$250/wk/Student paid quarterly as long as ARMC receives funds | Variable | N/A |
| Sub-Total Teaching and Other GME Activities | | | | \$ 1,095,000 | N/A |
| Direct Patient Care | cFTEs | Hours | | | |
| Primary Care Clinic | 6.0 | 10800 | Paid at PMPM Capitation Rates in PCP Agreement | Variable | N/A |
| Pulmonary | 0.20 | 357 | Clinic plus Call Coverage | \$ 50,769 | NA |
| Dermatology | -- | -- | To Be negotiated as an Amendment at a later date | N/A | N/A |
| Nephrology Coverage and Clinic Physician | 2.1 | 3760 | Clinic plus Call Coverage | \$ 300,000 | N/A |
| Nephrology Coverage and Clinic APP | 1.0 | 1880 | Clinic plus Call Coverage | \$ 145,500 | N/A |
| Diabetes Endocrine Clinic | 1.7 | 3085 | Clinic plus Call Coverage | \$ 440,994 | N/A |
| Rheumatology | -- | -- | To Be negotiated as an Amendment at a later date | N/A | N/A |
| Infectious Disease | 2.1 | 3760 | Clinic plus Call Coverage | \$ 612,000 | N/A |
| Hospitalist and Intensivist Coverage | 24.0 | 43200 | Inpatient coverage | \$ 3,340,383 | \$ 3,790,806 |
| Clinical Support for Population Health | -- | -- | Up to 1.0 FTE at 2,000 hours, pre-approved by the Hospital Director | \$ 126,085 | N/A |
| Sub-Total Direct Patient Care & On-Call Coverage | | | | \$ 5,015,731 | \$ 5,466,154 |
| Space and Overhead | | | | \$ (46,584) | N/A |
| Total ARMC Payments | | | | \$ 6,449,577 | \$ 6,900,000 |
| Contract Pass-Through Payments | | | | | |
| Patton State Hospital | | | | | |
| Patton State Hospital Patients | | 95% of negotiated rates | | Variable | Variable |
| Sub-Total | | | | Variable | Variable |
| County Pass-Through Payments Total | | | | Variable | Variable |
| Total Contract Amount per Year | | | | \$ 6,449,577 | \$ 6,900,000 |

(Note: Full Time Equivalents (FTE) are based on 2,000 hours per FTE; Clinical FTEs (cFTEs) are base on 1,800 hours per cFTE)

* Triggers are based on KPI Performance in Appendix D (note: the dollar amount indicated above for Trigger 1 would apply if the Trigger 1 rate is paid for a full year; however, actual payment to Corporation during the term of this Contract will be based on Corporation's performance against the KPI metrics, as set forth in Appendix D, for the relevant time period.

** Total annual cost indicated does not include variable costs associated with this Contract.

ATTACHMENT A
PRACTITIONER ACKNOWLEDGMENT

The undersigned (each a "Practitioner") acknowledge that they provide services to San Bernardino County, through Arrowhead Regional Medical Center (the "Hospital") under the terms of a Professional Service Agreement (the "Contract") between the Hospital and Quantum Healthcare Medical Associates, Inc. (the "Corporation") with a term beginning on January 1, 2024 ("Effective Date"). Accordingly, the undersigned acknowledges that:

1. The following representations made in Section 2.03 of the Contract are true and accurate, as to Practitioner, as of the date hereof:

- a. Practitioner maintains an unlimited, unrestricted license to practice in the state of California;
- b. Is board certified or is eligible for board certification, or was an active member of the Hospital's Medical Staff or Advanced Practice Professional Staff as of the Effective Date;
- c. Maintains membership on the Medical Staff or Advanced Practice Professional staff of Hospital, with appropriate clinical privileges and/or practice prerogatives;
- d. Is a participating Practitioner in the Medicare and Medi-Cal programs, participates in all payor contracts Hospital enters, and in other government health plans in which Hospital participates;
- e. Agrees it will not participate in billing practices that are competitive with the billing practices of the Hospital and will adhere to all Hospital billing guidelines and practices in accordance with applicable laws and regulations;
- f. Participates in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by Corporation's continuing medical education policy;
- g. Is not an excluded, debarred or suspended Practitioner for any state or federal health care program, federal procurement program or of the U.S. Food and Drug Administration;
- h. Has never been convicted of a felony, or of a misdemeanor involving patient care issues, violation of healthcare laws or moral turpitude, or has been subject to exclusion from participating as a Practitioner in either the Medicare, or a state Medicaid program; and
- i. Has never had his/her privileges or prerogatives to practice at any health care facility, medical staff membership, or license to practice in any state been limited, suspended, revoked or voluntarily relinquished.

2. Practitioner agrees that while providing services under the Contract he or she shall not compete with the Hospital by re-directing County Patients (as defined herein) to private practice ventures (i.e. non-County providers or facilities). For purposes of this paragraph, "County Patients" shall include any and all patients initially seen by the Practitioner while providing services under the Contract including any patients seen by Practitioner in the Hospital, any Hospital Clinic or any other County facility. This requirement to make referrals to the County shall not apply if: (1) the patient expresses a preference for a non-County provider or facility; (2) the patient's insurer determines the provider, practitioner or supplier; or (3) the referral is not in the patient's best medical interests in the Practitioner's judgment. In addition, Practitioner agrees that referral requirement in this paragraph relates solely to the Practitioner's services covered by the scope of the Contract and the referral requirement is reasonably necessary to effectuate the legitimate business purposes of the Contract. In no event shall the Practitioner be required to make referrals that relate to services that are not provided by the Practitioner under the scope of the Contract.

3. The Contract gives the Hospital the right to immediately remove a Practitioner from the list of approved Practitioners by written notice to the Corporation, effectively immediately or at such later date as specified in such notice, at any time during the term of this Contract with or without cause. If removed from the list of approved Practitioners, a Practitioner may no longer furnish services under the Contract and the Corporation and the Hospital will work together to ensure appropriate continuity of care for any affected patients. Removal of a Practitioner from the list of approved Practitioners does not affect the Practitioner's medical staff membership or clinical privileges, and does not generate hearing rights under the Hospital's Medical Staff Bylaws.

4. Practitioner agrees to abide by the terms of the Contract.

Agreed and acknowledged:

Sunita Hassamal
By: S Hassamal
Date: 12/15/23

Katherine Bourbeau
By: Katherine Bourbeau-Medinilla
Date: 12/15/23

Eurmond
By: [Signature]
Date: 12/15/23

Mufadda Hasan, MD
By: Mufadda Hasan, MD
Date: 12/15/2023

Jessica Costales - Dantelli
By: JCR
Date: 12/15/23

Sarkis Arabian, DO
By: Sarkis Arabian
Date: 12/15/2023

[Signature]
By: M-shahid khan
Date: 12/15/23

Kambiz Raoufi
By: [Signature]
Date: 12/15/23

Tam Huynh
By: [Signature]
Date: 12/15/23

Hootan Mehr
By: Hootan Mehr
Date: 12/15/2023

3. The Contract gives the Hospital the right to immediately remove a Practitioner from the list of approved Practitioners by written notice to the Corporation, effectively immediately or at such later date as specified in such notice, at any time during the term of this Contract with or without cause. If removed from the list of approved Practitioners, a Practitioner may no longer furnish services under the Contract and the Corporation and the Hospital will work together to ensure appropriate continuity of care for any affected patients. Removal of a Practitioner from the list of approved Practitioners does not affect the Practitioner's medical staff membership or clinical privileges, and does not generate hearing rights under the Hospital's Medical Staff Bylaws.

4. Practitioner agrees to abide by the terms of the Contract.

Agreed and acknowledged:

By: S Hassamal
Date: 12/15/23

By: Son Nguyen
Date: 12/15/23

By: Fermant
Date: 12/15/23

By: Chakit Tiger
Date: 12/15/23

By: Jonathan Pham
Date: 12/15/23

By: Nassir Liali
Date: 12/15/2023

By: Don Vo, DO
Date: 12/15/23

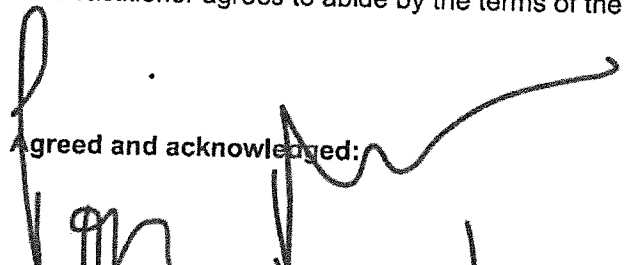
By: RUBINA AGEEL
Date: 12/15/2023


By: Alisa
Date: 12/15/23

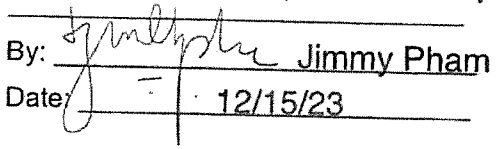
By: Debra Craig
Date: 12/15/23

3. The Contract gives the Hospital the right to immediately remove a Practitioner from the list of approved Practitioners by written notice to the Corporation, effectively immediately or at such later date as specified in such notice, at any time during the term of this Contract with or without cause. If removed from the list of approved Practitioners, a Practitioner may no longer furnish services under the Contract and the Corporation and the Hospital will work together to ensure appropriate continuity of care for any affected patients. Removal of a Practitioner from the list of approved Practitioners does not affect the Practitioner's medical staff membership or clinical privileges, and does not generate hearing rights under the Hospital's Medical Staff Bylaws.

4. Practitioner agrees to abide by the terms of the Contract.

Agreed and acknowledged:

By: _____
Date: 12/15/23


By: Mehرداد Ghahremani Ghajar
Date: 12/15/23

By:  Jimmy Pham
Date: 12/15/23

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EXHIBIT "A"
TIME RECORD FORM
ARMC MONTHLY PRACTITIONER TIME AND ACTIVITY LOG

| Month: | | Year: | | Department: | | | | |
|---|-------------------|----------------|----------------------|------------------------|-------------------------------|--------------------|---------------|------------|
| Practitioner: | | | | Position per Contract: | | | | |
| END OF MONTH ATTESTATION: I attest under penalty of law that I have personally performed the activities and hours shown below and that all hours recorded are for services under this contract. | | | | | | | | |
| Please print name: | | | Type of Service: | | | | | |
| Signature: | | | | Date: | | | | |
| Please print Dept Chair Name: | | | | | | | | |
| Signature reviewed by Dept Chair: | | | | Date: | | | | |
| Number of Hours | | | | | Other: Please Describe | Total Hours | | |
| Date | Shift (ex:8-5) | Teaching Hours | Admin Contract Hours | Patient Care Hours | | | On-Call Hours | |
| | | | | Inpatient | | | | Outpatient |
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| Grand Totals for Month | | | | | | | | |

Month: Month the services were provided

Year: Year the services were provided

Department: Name of department on contract

Position per Contract: Name of the position held by the practitioner (ex: Dept Chair, Trauma Director, Orthopedic Surgery Spine, Physician Faculty (Core), NP or PA, Secretary)

Physician: Name of practitioner completing this timesheet

Type of service: Identify the type of service you perform (ex: General Surgery Coverage, Neurological Surgery Coverage, Orthopedic Surgery Hand, Clinic Coordinator)

Signature: Signature of practitioner completing this timesheet

Please print Dept Chair Name: Name of your Dept Chair

Signature reviewed by Dept Chair: Signature of Dept Chair

Date: List the dates you provided services

Shift: List the shift worked on that day

Teaching Hours: List all hours spent preparing and presenting didactic lectures, conferences, seminars, ACGME required hours, teaching rounds and other activities necessary to carry out the established core curriculum for the teaching in the Specialty and liaison Hospital's residents and Hospital-contracted university-affiliated medical students.

Admin Contract Hours: List all contract billable Admin hours. Please note: Only those positions identified in the contract should document Admin time.

Patient Care Hours Inpatient/Outpatient: List all hours spent performing direct face-to-face care of patients with or without any resident involvement, charting, handling patient-care related messages, transmitting and evaluating patient medication refills, completing patient-care related paperwork, speaking with patients regarding their care and coordinating patient care.


On-Call Hours: List the number of on-Call hours for the specific date

Other: State the number of hours worked and describe any hours worked that do not fall into the other categories listed on the timesheet with an explanation of what services were provided.

Total Hours: The total number of hours listed for that day

Grand Total: The total of all hours listed on this timesheet

EXHIBIT "B"

| | | |
|--|---|--|
|  | <p align="center">COUNTY OF SAN BERNARDINO POLICY MANUAL</p> | <p>No. 07-01 PAGE 1 OF 4 EFFECTIVE DATE March 20, 2018</p> |
| <p>POLICY PROHIBITING DISCRIMINATION, HARASSMENT AND RETALIATION</p> | | <p>APPROVED ROBERT LOVINGOOD Chair, Board of Supervisors</p> |
| <p><u>POLICY STATEMENT AND PURPOSE</u> The County of San Bernardino (County) is committed to providing an environment free of discrimination, harassment, including sexual harassment, and retaliation.</p> <p><u>DEPARTMENTS AFFECTED</u> Board of Supervisors, Elected Officials, all County Agencies and Departments, Board-Governed Special Districts, and Board-Governed Entities.</p> <p><u>POLICY</u> The County prohibits discrimination, harassment and retaliation by all persons involved in or related to the County's business or operations, which includes, but is not limited to: any County elected official; any employee of the County, including supervisors, managers, and co-workers; applicants; contract employees; temporary agency employees; interns; volunteers; contractors; all persons providing services pursuant to a contract, including suppliers and customers; and all other persons with whom individuals come into contact while working. Conduct does not need to rise to the level of a violation of law in order to violate this Policy.</p> <p>The County prohibits and will not tolerate discrimination, harassment and/or retaliation on the basis of:</p> <ul style="list-style-type: none"> • Race • Religion (includes religious dress and grooming practices) • Color • National Origin (includes language use restrictions and possession of a driver's license issued pursuant to California Vehicle Code section 12801.9 [authorizing the DMV to issue a driver's license to a person who is unable to prove that their presence in the United States is authorized under federal law]) • Ancestry • Disability (mental and physical, including HIV and AIDS, cancer and genetic characteristics) • Medical Condition (genetic characteristics, cancer or a record or history of cancer) • Genetic Information • Marital Status/Registered Domestic Partner Status • Sex/Gender (includes pregnancy, childbirth, breastfeeding and/or related medical conditions) • Gender Identity/Gender Expression/Sex Stereotype/Transgender (includes persons who are transitioning, have transitioned, or are perceived to be transitioning) • Sexual Orientation • Age (40 and above) • Military and Veteran Status • Any other basis protected by applicable federal, state or local law or ordinance or regulation. <p>These classes and/or categories are the "Protected Class(es)" covered under this Policy. For more information, visit www.dfeh.ca.gov/Employment.</p> <p>The County also prohibits and will not tolerate discrimination, harassment and retaliation based on the perception that an individual is a member of one or more of the Protected Classes, or is associated with a person who is or is perceived to be a member of one or more of the Protected Classes.</p> | | |

The County also prohibits and will not tolerate retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations, hearings, or other proceedings regarding a complaint under this Policy.

1. DISCRIMINATION PROHIBITED

The County prohibits discrimination against any employee, job applicant or unpaid intern in hiring, training, promotions, assignments, termination, or any other term, condition, or privilege of employment on the basis of a Protected Class.

Discrimination can also include failing to reasonably accommodate qualified individuals with disabilities or an individual's religious beliefs and practices (including the wearing or carrying of religious clothing, jewelry or artifacts, and hair styles, facial hair, or body hair, which are part of an individual's observance of their religious beliefs) where the accommodation does not pose an undue hardship. Individuals needing an accommodation should contact their immediate supervisor or Human Resources Officer and discuss their need(s). The County will engage in an interactive process to identify possible accommodations. Absent undue hardship, the County will reasonably accommodate employees and applicants with disabilities to enable them to perform the essential functions of a job and will reasonably accommodate the religious beliefs and practices of an employee, applicant and unpaid intern.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act and federal law, is also prohibited. Pay differentials, however, may be valid in certain situations as defined by law. Employees will not be retaliated against for inquiring about or discussing wages.

2. PROHIBITED HARASSMENT, INCLUDING SEXUAL HARASSMENT

The County prohibits harassment against any employee, job applicant, unpaid intern, volunteer, contractor and any other person providing services to the County pursuant to a contract.

Prohibited harassment is not just sexual harassment but harassment based on any Protected Class.

Prohibited harassment may be made in general or directed to an individual, or a group of people. Prohibited harassment may occur regardless of whether the behavior was intended to harass. Harassing behavior is unacceptable in the workplace as in all other work-related settings, such as business trips and business-related social events.

Forms of prohibited harassment include, but are not limited to, the following:

Verbal Harassment - derogatory jokes or comments, epithets or slurs; unwanted sexual advances, invitations, comments, posts or messages; derogatory or graphic comments; sexually degrading words; suggestive or obscene messages, notes or invitations; repeated romantic overtures, sexual jokes and comments or prying into one's personal affairs.

Physical Harassment - assault; impeding or blocking movement; following/stalking; unwelcome touching or any physical interference with normal work or movement when directed at an individual.

Visual Harassment - derogatory, prejudicial, stereotypical, sexually-oriented or suggestive or otherwise offensive text or email messages, web pages, screen savers and other computer images, online communications, social media tags and postings, posters, photographs, pictures, cartoons, notes, notices, bulletins or drawings and gestures; displaying sexually suggestive objects; staring or leering; or communication via electronic media of any type that includes any conduct that is prohibited by any state and/or federal law or by County Policy.

Sexual Harassment - Sexual harassment is a form of discrimination based on sex/gender (including

pregnancy, childbirth, or related medical conditions), gender identity, gender expression, or sexual orientation. Sexual harassment includes verbal, physical and visual harassment, as well as unwanted sexual advances. Individuals of any gender can be the target of sexual harassment. Sexual harassment does not have to be motivated by sexual desire to be unlawful or to violate this Policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire. Sexual harassment may involve harassment of a person of the same gender as the harasser, regardless of either person's sexual orientation or gender identity.

There are two types of Sexual Harassment:

"Quid Pro Quo" sexual harassment is when someone conditions a job, promotion, or other work benefit on your submission to sexual advances or other conduct based on sex.

"Hostile Work Environment" sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with your work performance or create an intimidating, hostile, or offensive work environment. You may experience sexual harassment even if the offensive conduct was not aimed directly at you.

3. COMPLAINT PROCESS AND REMEDIAL ACTION

Anyone who believes they have been the subject of, becomes aware of, or observed discrimination, harassment, retaliation or other prohibited conduct, should report or make a complaint (either orally or in writing) to their supervisor, the supervisor of the offending party, a representative from the County's Equal Employment Opportunity (EEO) Office or to a Human Resources Officer as soon as possible after the incident. Individuals may bring their report or complaint to any of these individuals. Employees are not required to confront or approach the person who is discriminating against, harassing or retaliating against them. The County's EEO Office can be reached at **1-909-387-5582 (or, TDD 7-1-1)**. Human Resources Officers can be reached by calling the County's Employee Relations Division at **1-909-387-5564 (or, TDD 7-1-1)**. For more information, visit www.sbcounty.gov/hr.

Individuals who believe they have been discriminated against or harassed, have been retaliated against for resisting or complaining about discrimination or harassment or for participating in an investigation may also file a complaint with the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH). The EEOC and DFEH investigate and prosecute complaints of prohibited discrimination, harassment, and retaliation in employment. The nearest EEOC office can be found by calling **1-800-669-4000 (or, TTY, 1-800-669-6820)**. For more information about the EEOC, visit www.eeoc.gov. The nearest DFEH office can be found by calling **1-800-884-1684 (or, TTY, 1-800-700-2320)**. For more information about the DFEH, visit www.dfeh.ca.gov.

When the County receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations that provides all parties appropriate due process. The County will reach reasonable conclusions based on the evidence collected.

The County will maintain confidentiality to the extent possible and consistent with the rights of employees under the County's Personnel Rules and relevant laws. However, the County cannot promise complete confidentiality. The County's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner;
- Kept confidential to the extent possible;
- Investigated impartially by qualified personnel in a timely manner;
- Documented and tracked for reasonable progress;

- Given appropriate options for remedial action and resolution; and
- Closed in a timely manner

The County prohibits behavior that is or may be perceived as discriminatory, harassing and/or retaliatory. If the County determines that harassment, discrimination or retaliation or other prohibited conduct occurred, appropriate and effective correction and remedial action will be taken. The County will also take appropriate action to deter future misconduct.

Any employee determined by the County to be responsible for discrimination, harassment, retaliation or other prohibited misconduct will be subject to appropriate disciplinary action, up to, and including termination of employment. Employees who engage in unlawful harassment can be held personally liable for the misconduct.

4. SUPERVISOR/MANAGER RESPONSIBILITY

Supervisors and managers who are aware of or receive complaints of discrimination, harassment, and/or retaliation, even if the occurrence is not directly within their line of supervision or responsibility, must immediately report such conduct or complaint to the Human Resources Officer assigned to their department or any representative of the County's EEO Office so the County can try to resolve the complaint.

5. TRAINING OF SUPERVISORS/MANAGERS AND ELECTED OFFICIALS

All supervisors, managers, elected officials or other persons with supervisory authority will receive and must complete mandatory harassment prevention training as required by California law.

6. RETALIATION PROHIBITED

The County will not retaliate against anyone who reports an alleged violation of this Policy, files or assists another with a complaint under this Policy, causes information to be provided, participates (as witnesses or the accused) in an investigation, hearing or other proceeding regarding a complaint under this Policy or otherwise opposes discrimination, harassment or retaliation. The County will not retaliate against anyone who requests a reasonable accommodation and will not knowingly tolerate or permit retaliation by elected officials, management, employees or co-workers.

LEAD DEPARTMENT

Human Resources

APPROVAL HISTORY

Adopted June 7, 1994 (Item Number 71);

Amended January 26, 1999 (Item Number 11); December 16, 2003 (Item Number 104); August 30, 2005 (Item Number 113); March 20, 2018 (Item Number 22)

REVIEW DATES

MARCH 2023

EXHIBIT "C"

PROFESSIONAL LIABILITY INDEMNITY

1. As an additional element of compensation to the Corporation under this Contract, the County shall indemnify the Corporation as is provided below.
2. For purposes of this Part (Professional Liability Indemnity), the term "Corporation" shall include:
 - a. The Corporation itself;
 - b. The Corporation's Practitioner board members and Practitioner employees;
 - c. Paraprofessionals, paramedical personnel, Practitioner extenders and all other persons employed by the Corporation who are providing services required of the Corporation by this Contract;
 - d. Medical professional corporations, partnerships or other legal entities which, or individuals who, subcontract with the Corporation to perform services required of the Corporation by this Contract ("first tier subcontractor(s)"), including all Practitioners and other employees of such first tier subcontractor(s) who render services required of the Corporation by this Contract; and
 - e. Medical professional corporations, partnerships or other legal entities which, or individuals who, subcontract with first tier subcontractors to perform services required of the Corporation by this Contract ("second tier subcontractors"), including all Practitioners and other employees of such second tier subcontractors who render services required of the Corporation under this Contract. The County's obligation to indemnify the first tier or second tier subcontractors or their employees as provided in subparagraphs (d) and (e) of this paragraph 2 herein above is contingent upon the following: (1) a written Contract or provision of a written Contract executed by the Corporation and such first tier or second tier subcontractor(s), which Contract or provision requires that the first tier or second tier subcontractor(s) adhere to the terms and conditions of this Part (Professional Liability Indemnity); and (2) the approval in writing by the Hospital's Director of said Contract or provision of Contract.

Notwithstanding the foregoing, the term "Corporation" for purposes of this Part, does not include a physician or APP that (1) is not identified on Appendix C, as amended from time to time, or (2) has not been approved in writing as a Practitioner in accordance with Section 2.02(B) of the Contract.
3. The County shall, subject to the terms, limitations, exclusions, and conditions of this Contract, indemnify, defend, and hold harmless the Corporation for any and all sums which the Corporation shall by law be held liable to pay for damages arising out of any demand for money or services by any patient, or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, in professional services rendered or that should have been rendered by Corporation exclusively at the Hospital or County-sponsored facilities provided always that:
 - a. Such malpractice results in a claim being made or legal action commenced against the Corporation, and notice of such claim or action has been given in accordance with the provisions contained in paragraph 9 of this Part (Professional Liability Indemnity);
 - b. There shall be no liability hereunder for any claim or action against the Corporation for malpractice committed or alleged to have been committed prior to the operational date or subsequent to the term of this Contract. The date that a claim is made shall not determine the coverage under this Part. Any claim of malpractice or alleged malpractice that occurs during the term of this Contract shall be indemnified against, regardless of the date on which the claim is made or the action is filed.

4. The indemnification promised hereby shall include all theories of liability against the Corporation regardless of whether said liability is founded on negligence or strict liability or any other rule or law attributing liability to the Corporation. Such indemnification as is afforded by this Contract is extended to include the Corporation only while it is acting within the scope of duty pursuant to the terms of this Contract and shall not apply to acts or omissions by or at the direction of the Corporation committed with actual malice or any acts of abuse or molestation. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the Corporation, any act committed in violation of any laws or ordinances resulting in criminal conviction, services rendered while under the influence of intoxicants or narcotics, or any practice or service not required by the terms of this Contract.
5. In providing for such indemnification, it is not the intent of either party to waive any applicable statutory or other immunity from liability or any of claims requirements of the Government code. Such indemnification shall not exceed one million (\$1,000,000) per occurrence or claim for any single act or omission indemnifiable hereunder, or the sum of three million (\$3,000,000) aggregate, which shall occur in any single operating year of this Contract. For purposes of this Part (Professional Liability Indemnity), said operating year shall run from July 1 to June 30.
6. The County shall provide the indemnification referred to above through a program of self-insurance. The Corporation shall follow the guidelines and procedures contained in any risk management plan which may be established by the County, upon being informed in writing by the County of such guidelines and procedures.
7. As respects the indemnity afforded by this Contract, the County shall, in the name of and on behalf of the Corporation, diligently investigate and defend any and all claims or suits within the scope of this Part made or brought against Corporation, shall retain as legal counsel attorney(s) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to attorneys' fees, expert witness fees, and court costs. In addition to and not inconsistent with any other provision of this Part (Professional Liability Indemnity) the Corporation may, at its option and sole expense, participate in the investigation, settlement or defense of any claim or suit against the Corporation. The County will not settle any claims without the written consent of the Corporation (written consent shall not be required upon dismissal of the Corporation). If, however, the Corporation in any such claim or suit refuses to consent to any settlement recommended in writing by the County and elects to contest or continue any legal proceedings, then the liability of the County shall not exceed the amount for which the claim or suit could have been so settled plus the cost and expense incurred with its consent up to the date of such refusal. Any judgment rendered against the Corporation in excess of the settlement figure recommended in writing by the County shall be the sole responsibility of the Corporation with respect to said excess amount, including all costs plus all attorneys' fees, relating to such excess amount.
8. If a payment in excess of the amount of indemnity available under this Professional Liability Indemnify clause must be made to dispose of a claim, then the liability of the County for costs and expenses incurred with its consent shall be in such proportion hereof as the amount of indemnity available under this clause bears to the amount paid to dispose of the claim.
9. The following are conditions precedent to the right of the Corporation to be defended and/or indemnified under this Part (Professional Liability Indemnity) provided that the County may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such condition(s):
 - a. Corporation shall, within ten (10) business days, after receiving knowledge of any event described in this subparagraph (a) of this Section 9, give to the person or persons designated by the County notice in writing of:
 - (1) Any conduct or circumstances which the Corporation should reasonably believe may give rise to a claim f that may be subject to indemnity under this Part being made against the Corporation, or

- (2) Any claim that may be subject to indemnity under this Part made against the Corporation,
or

- (3) The receipt of notice from any person of any intention to hold the Corporation responsible for any malpractice.
 - b. The Corporation shall at all times without charge to the County:
 - (1) Give to the County or its duly appointed representatives such information, assistance, and signed statements as the County may require; and
 - (2) Assist, without cost to the Corporation, in the County's defense of any claim, including without limitation, cooperating with the County, and upon the County's request, attending hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.
 - c. The Corporation shall not, without the written consent of County's duly appointed representative, admit liability for or settle any claim, or
 - (1) Incur on behalf of the County any cost or expense in connection with such claim, or
 - (2) Give any material or oral or written statements to anyone in connection with admitting or settling such claim.
- 10. If the County becomes liable for any payment under this Part (Professional Liability Indemnity), the County shall be subrogated to the extent of such payment, to all the rights and remedies of the Corporation against any party in respect of such loss and shall be entitled at its own expense to sue in the name of the Corporation. The Corporation shall give to the County all such assistance as the County may require to secure its rights and remedies and, at the County's request, shall execute all documents necessary to enable the County effectively to bring suit in the name of the Corporation.

EXHIBIT "D"

BREAKDOWN OF COVERAGE FOR CORPORATIONS AND SUBCONTRACTORS

This sheet references "tiers" of Corporation/subcontractors as provided in **Exhibit C** of this Contract. The use of the word "tier" refers to the levels of Corporation and subcontractors. The use of the word "tier" does not imply any quality rating of Practitioners, just the levels from the County to Corporation to subcontractors. The County will only provide coverage down to the tier II level and not any further. All Corporations must have written subcontracts with their subcontractors performing services at the Hospital.

San Bernardino County contracts with healthcare Practitioner corporation.

1. Tier Ø – Is a Practitioner corporation that has a written contract with the County of San Bernardino to provide services at the Hospital.

Coverage will be provided to:

- Partners of the Corporation
- Direct employees of the Corporation

2. Tier I – Is a Practitioner subcontractor (Practitioner, partnership or corporation) that has a written subcontract with a Tier Ø Practitioner Corporation to render services that the Tier Ø Practitioner Corporation is required to perform pursuant to its contract with the County, obligating the Tier I Practitioner subcontractor to perform all or a portion of said services on behalf of the Tier Ø Corporation.

Coverage will be provided to:

- Partners of the Tier I subcontractor
- Direct employees of the Tier I subcontractor

3. Tier II – Is a Practitioner subcontractor (Practitioner, partnership or corporation) that has a written subcontract with a Tier I Practitioner subcontractor to render services that the Tier I Practitioner subcontractor is required to perform pursuant to its contract with the Tier Ø Practitioner Corporation, obligating the Tier II Practitioner subcontractor to perform all or a portion of said services on behalf of the Tier I Practitioner subcontractor.

Coverage will be provided to:

- Partners of the Tier II subcontractor
- Direct employees of the Tier II subcontractor

There is no coverage for any subcontracting below the Tier II level or for any entity that does not have a WRITTEN contract between different tiers.

Notwithstanding anything to the contrary, any physician or APP that is not listed in Appendix C, as amended from time-to-time in accordance with the terms of the Contract, or not approved in writing by the Hospital Director as a Practitioner in accordance with Section 2.02(B) is not entitled to indemnity under this Contract.



EXHIBIT E

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" in this Exhibit refer to Corporation. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Quantum Healthcare Medical Associates, Inc
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes If yes, skip Question Nos. 3-4 and go to Question No. 5
 No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Bruce Gipe MD, Medical Director
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): Physician MD Bruce - Gipe MD
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Agent(s) |
|--------------|----------|
| None | |
| | |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained (if less than 12 months prior) |
|--------------|------------------|---|
| TeamHealth | Bruce Gipe MD | |
| TeamHealth | Kambiz Raoufi MD | |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
| None | | |
| | | |

Signature: Neil Mendelson
Neil Mendelson (Dec 13, 2023 16:36 EST)

Email: neil_mendelson@teamhealth.com

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| None | |
| | |

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?

No If **no**, please skip Question No. 10.

Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: NA

Name of Contributor: NA

Date(s) of Contribution(s): _____

Amount(s): NA

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.

EXHIBIT F

Contract Compliance Letter



400 N. Pepper Avenue, Colton, California 92324-1819 | Phone: 909.580.1000

www.arrowheadregional.org

*The Heart of a
Healthy Community™*

DATE

CONTRACT HOLDER
ADDRESS
ADDRESS

Contract Number: XXXX
Contract Name: Professional Service Agreement with XXXX
Contract Review Period: XX/XX/XXXX to XX/XX/XXXX
 Quarterly Review Semi-Annual Review

Dear CONTRACT HOLDER:

On XX/XX/XXXX, representatives from Arrowhead Regional Medical Center (ARMC) met with XXXX from FULL NAME OF PHYSICIAN GROUP ("Corporation") to review contract compliance in accordance with Section 3.03 of the above referenced contract as well as the Key Performance Indicators listed in Appendix D.

Section 3.03: Contract Compliance

ARMC reviews certain aspects of the following areas to establish contract compliance:

- Abides by applicable laws, regulations, or organizational policy in the provisions of its care, treatment, and service;
- Abides by applicable standards of accrediting or certifying agencies that the organization itself must adhere to;
- Provides a level of care, treatment and services that are outlined in the contract terms and Appendix E of your contract;
- Actively participates in the hospital's quality improvement program, tracks and trends key performance indicators (Appendix D), responds to concerns regarding care, treatment, and services rendered, and undertakes corrective actions necessary to address issues identified;
- Assures that care, treatment, and service are provided in a safe, effective, efficient, and timely manner emphasizes the need to – as applicable to the scope and nature of the contract service – improve health outcomes and prevent and reduce medical errors.

Based on our review of the information presented to us and the factors that we evaluated during this review period, it appears that the services provided by Corporation are: in compliance not in compliance.

If not in compliance, the following areas were identified as out of compliance: N/A

Appendix D: Key Performance Indicators

Per the terms of the contract, ARMC will meet with the Corporation semi-annually (every six months) to review the Key Performance Indicators which is aligned with the contract compensation scheduled as outlined in Appendix E. The performance period under review is between XX/XX/XXX and XX/XX/XXXX which covers the previous quarterly review in addition to the current quarterly review period.

Based on the review of the Key Performance Indicators, Corporation has performed as outlined below:

BOARD OF SUPERVISORS

COL. PAUL COOK (RET.)
Vice Chair, First District

JESSE ARMENDAREZ
Second District

DAWN ROWE
Chair, Third District

CURT HAGMAN
Fourth District

JOE BAGA, JR.
Fifth District

LUTHER SNOKE
Chief Executive Officer

Administrative

Corporation and its providers must participate in the Hospital's Physician Ongoing and Focused Physician Performance Evaluation Process in accordance with the Hospital's policies and procedures

In Compliance Not In Compliance Not applicable during this period

Corporation leadership identified in Appendix B, shall attend required meetings in alignment with the Contract

Base Target: 80% Trigger 1 Target: XX% Trigger 2 Target: XX%

Outcome: _____

Payment Trigger for the following period: XX/XX/XXXX to XX/XX/XXXX will be at Trigger # ___

Teaching

Corporation shall complete all resident and/or medical student evaluations within the timeframes outlined by ACGME and/or agreements within the different medical schools

Base Target: XX% Trigger 1 Target: XX% Trigger 2 Target: XX%

Outcome: _____

Payment Trigger for the following period: XX/XX/XXXX to XX/XX/XXXX will be at Trigger # ___

Direct Care

Corporation providers shall complete H&Ps within 24 hours of the patient being seen

Base Target: XX% Trigger 1 Target: XX% Trigger 2 Target: XX%

Outcome: _____

Payment Trigger for the following period: XX/XX/XXXX to XX/XX/XXXX will be at Trigger # ___

ARMC reserves all rights under the Contract and applicable laws.

It is a pleasure working with you and your corporation. Please let us know if you have any questions.

Sincerely,

NAME
Arrowhead Regional Medical Center

Cc: ARMC Fiscal Services
ARMC Physician Contracting Office