IMPORTANT NOTICE

LEGAL DISCLAIMER

These sample contracts are provided for informational purposes only and should not be relied on as legal advice. Nothing herein constitutes the establishment of an attorney-client relationship between you and any attorney involved in the drafting of material included in these sample contracts. The sample contracts cannot and do not address the unique facts and circumstances of your specific situation and should not be relied on for your particular transaction. We make no claims, promises, or guarantees about the accuracy, completeness, or adequacy of any information contained in these sample contracts. Therefore, you should not use the sample contracts without first obtaining the advice of a competent contracts attorney. Finally, nothing contained in these sample contracts should be construed to constitute a recommendation or endorsement of any organization, product, service, law firm or attorney.

GENERAL RELEASE AND WAIVER

By utilizing these materials, you: (i) assume full responsibility for any loss, damage, or liability resulting from the use of these sample contracts; and (ii) release the authors of the sample contracts, their contributors, agents, licensees, successors and assigns from any and all known or unknown claims, demands or causes of action that may arise, at any time, out of or relating to your use of any of the sample contracts.

INDEPENDENT CONTRACTOR AGREEMENT

for

PHYSICIAN ADMINISTRATIVE SERVICES

between

IHC HEALTH SERVICES, INC.
doing business as
_____
(name of facility)

and

_____, MD [PC]

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INDEPENDENT CONTRACTOR AGREEMENT
FOR CLINICAL PROGRAM ADMINISTRATIVE SERVICES

THIS AGREEMENT by and between IHC Health Services, Inc., a Utah non-profit corporation (hereinafter referred to as "Facility") dba **Intermountain Healthcare** (hereinafter referred to as **"Intermountain");** and **_____, MD**, (hereinafter referred to as **"Physician"**), who is a specialist in the field of diagnostic and interventional cardiology ("Cardiology").

RECITALS

WHEREAS, Physician is board eligible or board certified in cardiology by the American Board of Internal Medicine and licensed to practice medicine in the State of Utah;

WHEREAS, Physician is qualified, by virtue of training, education, experience, and background, to assist in the planning, organization, direction, and clinical oversight of the development, operation, and provision of cardiovascular services within the Facility;

WHEREAS, Intermountain and Physician are committed to excellence in the provision of health care services to the communities served by Intermountain, including: the best clinical practice delivered in a consistent and integrated way; lowest appropriate cost to the population served; a service experience, supported by systems and processes, that focuses on the patient and enrollee; and a genuine caring and concern in interactions with patients, enrollees, families, Intermountain employees, Intermountain medical staffs and other referring physicians;

WHEREAS, Intermountain and Physician desire to develop and implement scientifically valid and professionally recognized standards for performing cardiovascular diagnostic or therapeutic procedures and to define the steps in the management of a condition or family of cases which lead to improved clinical outcomes at the lowest necessary cost ("CV Best Practice");

WHEREAS, Intermountain desires to retain Physician to provide leadership and expertise in the development and implementation of CV Best Practice initiatives in accordance with the provisions set forth in this Agreement;

NOW, THEREFOR, in order to allow Physician to provide services to Intermountain consisting of assisting in the planning, organization, direction, and clinical oversight of the development of CV Best Practice the parties agree as follows.

ARTICLE I
DEFINITIONS

1.1 Administrative Officer. The administrative manager designated by the Region Vice President to supervise Physician's activities.

1.2 Advance Practice Clinicians ("APC"). Non-physician practitioners such as licensed nurse practitioners and physician assistants who comply with applicable requirements for registration, certification and/or licensure and who provide services deemed necessary by Facility governing board upon recommendation of the Department and the Facility medical executive committee.

1.3 Board Certification. Certification by the American Board of Internal Medicine in Cardiology.

1.4 Care Process Model. The standardized steps and outcomes in the management of a condition (e.g. ischemic heart disease) or Clinical Program Work Process (e.g. cardiac surgery), defined by a Clinical Program, which form the basis for measuring variation and quality waste and providing feedback to Providers in order to produce the best clinical outcomes at the lowest necessary cost.

1.5 Clinical Operations Officer. The clinical manager (e.g. nurse or technologist) designated by the Administrative Officer to supervise the clinical operations aspects of a Clinical Program or clinical service within a Facility.

1.6 Clinical Program. An interdisciplinary team of Providers of related specialties (e.g. cardiologists, cardiac surgeons, thoracic surgeons and vascular surgeons), clinical operations personnel (e.g., nurses; EKG, echo, cath lab technologists) and support staff (e.g., data manager, outcomes analyst, data architects, information technologists, education specialists, knowledge engineers) organized to develop and implement Care Process Models in order to set and achieve goals for improvement of outcomes.

1.7 Clinical Service. A division of a Clinical Program consisting of Providers of a single specialty (e.g., cardiology) or closely related specialties (e.g., maternal-fetal medicine, obstetricians, family practice obstetrics providers and certified nurse midwives), clinical operations personnel and support staff organized to develop and implement Care Process Models for Clinical Work Processes and/or Conditions within the purview of their specialty or closely related specialties.

1.8 Clinical Work Process. A grouping of all-patient refined diagnosis related groups ("APR-DRG") which are integral elements of a Care Process Model (e.g. Percutaneous Intervention - Ischemic Heart Disease).

1.9 Condition. A grouping of clinically related diagnostic ICD-9s (e.g. Ischemic Heart Disease).

1.10 Confidential Information. Information pertaining to, but not limited to, the following:

A. Patient Information. Patients (such as records, conversations, admittance information, patient financial information, etc.).

B. Provider Information. Intermountain providers (such as members of the medical staffs of Intermountain facilities and/or members of SelectHealth networks).

C. Employee Information. Intermountain employees (such as salaries, employment records, disciplinary actions, etc.).

D. Business Information. Intermountain as an organization (such as financial and statistical records; strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, and other proprietary information, etc.).

E. IT Information. Intermountain information systems (such as the HELP system, the clinical and financial information systems, the longitudinal patient record, the actuarial, and claims systems).

F. Third-Party Information. Third parties (such as third-party payers, owners of client and vendor proprietary information, such as software programs, source code, proprietary technology).

1.11 Data Feedback. The process by which Clinical Program leaders share key process and outcome performance information with Providers in Department, division, group or individual settings in order to help them improve clinical, cost, and satisfaction outcomes.

1.12 Department. A clinical division of the medical staff based on medical specialty or a group of related medical specialties to which members of the medical staff are assigned at the time of their appointment or reappointment to membership on the medical staff and to which APCs are assigned for supervision.

1.13 Indications. Findings in a patient which meet scientifically valid and/or professionally recognized criteria for providing a level of care and/or performing a diagnostic or therapeutic procedure.

1.14 Inventions - Intellectual Property. Under this Agreement, the following terms have the meanings specified below:

A. Invention. "Invention" means any invention, discovery, technology, product, composition of matter, device, equipment, process, method, test, specifications, research, development, computer program, data, database, improvement, design, content, work of authorship, and/or information.

B. Intermountain Resources. "IHCHS or Intermountain Resources" means the following:

1. Intermountain Confidential Information;

2. Intermountain patient data and biological materials;

3. Intermountain intellectual property; and

4. Intermountain property, equipment, facilities, supplies, resources, data, databases, personnel, information technology, communication equipment and resources, electronic equipment, computers, servers, workstations, networks, computer

programs, corporate information, storage devices, media, printers, photocopiers, facsimile machines, peripheral equipment, gateways, intranets, internet access, web sites, e-mail, telephones, cellular telephones, personal digital assistants, wireless devices, voice-mail, pagers, other communication devices, and digital and electronic information and data that are owned by, or licensed or leased to, Intermountain.

C. Contract-Related Invention. "Contract-Related Invention" means any Invention or part of an Invention that Physician invents, develops, authors, writes, reduces to practice, compiles, or creates, alone or jointly with others that is:

1. Invented, developed, authored, written, reduced to practice, compiled, or created:

a. Within the scope of the Physician's Services to, or other work for, Intermountain; or

b. With the aid, assistance, or use of any Intermountain Resources; or

2. The direct result from any Services or other work performed by Physician for Intermountain.

D. Intellectual Property. "Intellectual Property" means any and all patents, patent applications, patent rights, trade secrets, proprietary know-how, copyrights, trademarks, trademark applications, trademark registrations, and other intellectual property, industrial property, and proprietary rights, and any and all rights relating to any of the foregoing. Any reference in this Agreement to trademarks will also be construed as a reference to service marks, trade names, brands and goodwill.

1.15 Provider. Physician specialists who have active or provisional active medical staff privileges at an Intermountain Facility or APCs who are assigned to a Department.

1.16 Services. The administrative duties and responsibilities set forth in Attachment A, "Administrative Services."

ARTICLE II
INDEPENDENT CONTRACTOR STATUS

2.1 Independent Contractor Relationship. It is expressly acknowledged by the parties hereto that in the performance of Services under this Agreement, Physician acts as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a partnership, a joint venture relationship, an agency relationship, or a lease or landlord/tenant relationship between the parties hereto.

2.2 No Employee Benefits. Physician's Services shall be those of an independent contractor practicing the profession of medicine. Accordingly, Physician understands and agrees that

Physician shall not be entitled to any of the rights and privileges established for employees of Intermountain including but not limited to, vacation, sick leave with pay, paid days off, life, accident or health insurance, or severance pay upon termination of this Agreement. It is further expressly agreed and understood that Intermountain will not withhold any sum due or payable by or on behalf of Physician for income tax, employment tax, Social Security, or any other withholding pursuant to any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of Physician.

2.3 Independent Professional Judgment. It is further expressly agreed that, except with respect to obligations specifically set forth in this Agreement or in Intermountain's medical staff bylaws and rules and regulations, Intermountain shall exercise no control over the professional medical judgment of Physician.

ARTICLE III
PHYSICIAN QUALIFICATIONS

3.1 Qualifications.

A. Continuous Qualification. Physician shall continuously meet the following requirements during the term of this Agreement:

1. Be licensed to practice medicine in the State of Utah;

2. Obtain and maintain registration with the Federal Drug Enforcement Agency;

3. Unless the Board Certification requirement is waived;

   a. Maintain Board Certification in Cardiology from the American Board of Internal Medicine;

   b. If board eligible, obtain Board Certification by the second certification examination given after Physician completes a fellowship in Cardiology;

4. Meet the requirements of Article IV, Section 4.4 hereof regarding professional liability insurance;

5. Obtain and continuously maintain membership and appropriate privileges on the Facility medical staff(s) where Physician practices Cardiology;

6. Comply with all Medicare/Medicaid requirements; and

7. Comply with all Facility medical staff bylaws and rules and regulations including, but not limited to, avoiding disruptive behavior and engaging in sexual harassment as such terms are defined in Facility medical staff bylaws and rules and regulations as amended.

B. Disqualification. Physician understands and agrees that loss of medical staff privileges at Facility will disqualify Provider from rendering services under this Agreement.

C. No Guarantee of Privileges. This Agreement is not, and shall not be construed as any form of guarantee or assurance by Intermountain that Physician will receive necessary medical staff membership. Physicians agrees that application, appointment, reappointment, and privileges are governed solely by the medical staff bylaws and rules and regulations of Facility.

3.2 Warranties of Past Performance. Physician further represents and warrants to Intermountain that:

A. Suspension of License. Physician's license to practice in any state has never been suspended or revoked, excepting suspension or revocation for non-renewal.

B. Reprimands, Sanctions and Disciplinary Actions. Physician has never been reprimanded, sanctioned, or disciplined by any licensing board or state or local society or specialty board or medical staff unless such facts are submitted in writing to Intermountain, and, after considering such facts, Intermountain notifies Physician in writing of the waiver of this subsection for such incident as it pertains to Physician.

C. Suspension, Revocation or Curtailment of Medical Staff Privileges. Physician's privileges have never been suspended, curtailed, or revoked based upon the quality of patient care provided, nor has Physician ever voluntarily relinquished such staff membership or clinical privileges while charges of substandard quality of patient care were pending against Physician unless such facts are submitted in writing to Intermountain, and, after considering such facts, Intermountain notifies Physician in writing of the waiver of this subsection for such incident as it pertains to Physician.

D. Medicare or Medicaid Sanctions. Physician has not been excluded from Medicare or Medicaid or paid criminal fines or civil penalties for non-compliance with such laws.

3.3 Warranties of Future Performance. Physician will provide the Services contemplated under this Agreement in accordance with applicable law, professional standards and ethics, and Intermountain policies, including, but not limited to:

A. Licensure and Accreditation. Meeting licensure and accreditation requirements.

B. Intermountain Corporate Compliance Plan, Confidentiality Policy, Financial Assistance Policy, and Payer Compliance Guideline. Complying with applicable professional and ethical standards and the following principles, policies and guidelines:

1. Principles upon which the Intermountain Corporate Compliance Plan is founded (Section I of Attachment C);

2. Intermountain Policy regarding Access and Use of Confidential Information (Section II of Attachment C).

3. Intermountain Financial Assistance Policy (Section III of Attachment C); and

4. Intermountain Payer Compliance Guidelines (Section IV of Attachment C).

ARTICLE IV
PHYSICIAN RESPONSIBILITIES

4.1 Services to Intermountain. Physician agrees to provide to Intermountain the administrative Services set forth in Attachment A, "Administrative Services" and such additional Services as the parties may agree pursuant to the terms and provisions of this Agreement.

4.2 Compensation. Physician agrees to accept as payment in full, the compensation set forth in Attachment B, "Compensation," for performance of the Administrative Services set forth in Section 4.1.

4.3 Worker's Compensation, Professional Liability and Malpractice Insurance.

A. Insurance Coverage. Physician shall, at Physician's own expense, obtain and maintain appropriate worker's compensation coverage and adequate professional liability and malpractice insurance in such amounts and with such companies as shall be required by the Facility board(s) of trustees ("Facility Board") for members of the medical staff;

B. No Obligation by Facility. Intermountain shall not be required to provide worker's compensation or professional liability and malpractice insurance to Physician, nor shall Facility be liable for the payment of any premiums on such insurance.

4.4 Non-Discrimination. In rendering or providing care to inpatients and outpatients for whom Intermountain provides care, Physician agrees not to discriminate on the basis of race, color, creed, national origin, or source of payment.

4.5 Charity Care. Physician agrees to provide medically necessary care to patients:

A. Non-Discrimination.

1. Regardless of their ability to pay and strictly without regard to race, sex, religion, national origin, handicapping condition, or other criteria unrelated to medical need and the medical resources of Intermountain; and

2. In a manner consistent with the principles, policies and procedures set forth in Section III of Attachment C, as administered by Intermountain on a case-by-case basis.

B. EMTALA and Intermountain Financial Assistance Policy. In accordance with:

1. Requirements of the Emergency Medical Treatment and Active Labor Act ("EMTALA");

2. The Intermountain Financial Assistance Policy set forth in Section III of Attachment C.

4.6 Confidentiality.

A. Information Subject to Non-Disclosure.

1. Physician agrees not to divulge to third parties, without the written consent of Facility, any information obtained from or through Intermountain in connection with the performance of this Agreement unless the information is:

1. Known to Physician prior to obtaining the same from Intermountain;

2. In the public domain at the time of disclosure by Physician; or

3. Obtained by Physician from a third party who did not receive same, directly or indirectly, from Intermountain and who has no obligation of secrecy with respect thereto.

2. Physician further agrees that it will not, without prior written consent of Intermountain, disclose to any third party any information developed or obtained by Physician in the performance of this Agreement except to the extent that such information falls within one of the categories described in Section 4.6-A-1 above.

3. Physician further agrees to require each Provider, its agents, employees, and representatives to review and abide by the Intermountain confidentiality and non-disclosure agreement, a copy of which is included as Appendix H, "Intermountain Access and Confidentiality Agreement," prior to performing any Services under this Agreement.

B. Confidentiality. In addition to the information subject to non-disclosure as set forth in Section 4.6-A above:

1. Physician understands that in the performance of Physician's responsibilities under this Agreement, Physician may have access to Confidential Information;

2. Physician agrees that Confidential Information is valuable and sensitive, and is protected by law and by Intermountain policies. The intent of those laws and policies is to assure that such information remains confidential. Physician agrees to keep all such information confidential;

3. Physician may use Confidential Information to fulfill Physician's duties and responsibilities under this Agreement. In the use of such information, Physician

agrees to abide by the terms and conditions set forth in this Section and in Section II of Attachment C.

4.7 Intellectual Property – No Personal Gain. Physician agrees:

A. No Commercialization of Intellectual Property. Not to commercialize or use for commercial gain any Contract-Related Invention or any Intellectual Property in or to a Contract-Related Invention, without the express and written consent of Intermountain in each case.

B. Intermountain Intellectual Property Rights. That any Contract-Related Invention and the Intellectual Property in and to Contract-Related Inventions shall be the property of Intermountain, and Physician agrees to convey ownership of and to assign, and hereby conveys ownership of and assigns to Intermountain, all Contract-Related Inventions and the Intellectual Property in and to Contract-Related Inventions. Physician will make full and prompt disclosure to Intermountain of Contract-Related Inventions and will comply with the reasonable requests of Intermountain, at Intermountain's expense, to assist Intermountain in the protection and enforcement of any Intellectual Property assigned hereunder to Intermountain, including, without limitation, executing any additional assignments, declarations, affidavits, and other documents needed or useful for the filing, prosecution, issuance, or maintenance of patent applications, patents, and copyright applications and registrations.

C. Clarifications and Exceptions. Physician may be involved in writing and seeking publication of the results of research and in the writing or editing of professional textbooks or articles. Physician may retain ownership of Physician's copyrights in and to such publications, textbooks and articles. However, nothing herein permits Physician to publish or disclose any Confidential or proprietary information or to infringe any Intellectual Property of Intermountain.

ARTICLE V
INTERMOUNTAIN RESPONSIBILITIES

5.1 Compensation. Intermountain agrees to compensate Physician in accordance with the provisions of Attachment B for performance of the Administrative Services set forth in Section 4.1.

5.2 Indemnification. Intermountain shall indemnify and hold Physician harmless against any and all liability for injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of Physician while engaged, in good faith, in non-clinical activities, e.g. providing Administrative Services, sitting on a Facility committee, or engaging in peer review for Intermountain or Facility, within the scope of this Agreement. Furthermore, Intermountain shall indemnify and hold Physician harmless against all reasonable costs and expenses, including but not limited to, reasonable legal expenses, which are incurred by or on behalf of Physician and/or hereunder in connection with the defense of such claims against Physician.

ARTICLE VI
GOVERNMENT POLICIES

6.1 State and Federal Laws. The parties recognize that this Agreement at all times is subject to applicable state, local, and federal law including but not limited to the Social Security Act, and the Rules and Regulations and policies of the Department of Health and Human Services, and all public health and safety provisions of state law and regulation. The parties further recognize that this Agreement shall be subject to amendments in such laws and regulations and to new legislation such as new federal or state economic stabilization program or health insurance programs. Any provisions of law that invalidate, or otherwise are inconsistent with, the terms of this Agreement or that would cause either or both of the parties to be in violation of law, shall be deemed to supersede the terms of this Agreement, provided, however, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of law.

6.2 Anti-Discrimination. The parties agree to abide by all applicable anti-discrimination laws, including state and federal laws prohibiting discrimination against any employee or applicant or recipient of services on the basis of race, religion, color, sex, national origin, disability, or age.

6.3 Medicare.

A. Access to Books and Records. Upon written request made prior to the expiration of four (4) years after furnishing of Services set forth in this Agreement, Physician shall make available to the Comptroller General, Secretary, Department of Health and Human Services or any other duly authorized representatives, a copy of this Agreement and the books, documents and records necessary to certify the nature and extent of the costs incurred hereunder.

B. Effects of Material Breach. In the event of any material breach of this Section by Physician, Facility shall have the right to terminate this Agreement by giving Physician written notice of termination. Such termination shall be effective on any future date specified in the notice.

C. Ownership. The ownership and right of control of all reports, records, and supporting documents of the Department shall vest exclusively in Intermountain provided, however, that Physician shall have right of access to such reports, records, and supporting documentation as shall be provided by Utah law and Intermountain policies.

D. Legal Compliance. Physician agrees to participate in the implementation and maintenance of Intermountain's corporate compliance plan, specifically as it relates to Medicare/ Medicaid and third-party payer compliance as summarized in Attachment C. The parties acknowledge that, although the Physician is obligated to provide Administrative Services for the benefit of Intermountain and the community as specified in this Agreement, there is no obligation of Physician to refer patients exclusively to facilities of Intermountain. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to

constitute a violation of the Medicare/Medicaid fraud and abuse provisions of the Social Security Act.

ARTICLE VII
TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on _____, and conclude on December 31, _____.

7.2 Termination Without Cause.

A. Prior Notice Requirements. The initial term and each extension term shall be subject to the condition that either Facility or Physician may terminate this Agreement without penalty by giving the other party sixty (60) days prior notice in writing.

B. Termination Without Cause Stipulation. The parties agree that it will not be a violation of the implied covenants of good faith or fair dealing for either party to exercise its right to terminate this Agreement at any time, either with or without cause, or with or without explanation.

7.3 Termination With Cause.

A. Termination By Facility. Facility may terminate this Agreement upon thirty (30) days written notice to Physician in the event that Physician commits any material breach of this Agreement which is not cured within such thirty (30) day notice period.

B. Termination By Physician. Physician may terminate this Agreement upon thirty (30) days written notice to Facility in the event that Facility commits any material breach of this Agreement which is not cured within such thirty (30) day notice period.

7.4 Obligations Surviving Termination. Upon termination of this Agreement, as provided above, neither party shall have any further obligation hereunder except for:

A. Obligations Accruing Prior to Termination. Obligations accruing prior to the date of termination.

B. Obligations Intended to Survive Termination. Obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement or which by their nature should extend beyond the term of this Agreement, including, without limitation, professional liability coverage, confidentiality obligations, Intellectual Property provisions, indemnities, releases and Medicare/Medicaid access to books and records provisions.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Amendments and Applicable Law. This Agreement may be amended only by a written instrument executed by the parties hereto, and shall be construed in accordance with and governed by the laws of the State of Utah.

8.2 Arbitration. Any controversy, dispute or disagreement arising out of or relating to this Agreement, the breach thereof, or the subject matter thereof that cannot be resolved informally by the parties, shall be settled exclusively by binding arbitration. Such arbitration shall be conducted in Salt Lake City, Utah in accordance with the Utah Arbitration Act and the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The arbitration shall be binding to the extent of the subject matter of the arbitration, not only on all parties to the Agreement, but on any other entity controlled by, in control of or under common control with the party to the extent that such affiliate joins in the arbitration, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties will share equally all administrative fees and arbitrator's fees, costs and expenses, but each party will bear his/her/its own costs and expenses for witness and legal representation. (This arbitration section is not applicable to medical malpractice claims.)

8.3 Assignment. This Agreement shall not be assignable by either party hereto without the written consent of the other party.

8.4 Authorization. Each party represents and warrants to the other that the execution and performance of this Agreement is, in the case of the Facility, duly authorized by Facility's Board of Trustees and, in the case of the Physician, not in conflict with any prior contract; and that this Agreement constitutes such party's valid obligation, enforceable according to the terms of the Agreement, subject only to the potential effect of the federal bankruptcy laws and other limitations arising under Utah and federal law.

8.5 Entire Agreement. This Agreement, together with any attachments and schedules that are incorporated into this Agreement and any amendments properly made to this Agreement, constitute the entire agreement of the parties, and supersede all prior understandings and agreements of the parties relating to the subject matter of this Agreement.

8.6 Non-Waiver. None of the conditions of this Agreement shall be considered waived by either party unless waiver is given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the Agreement unless expressly stipulated in such waiver.

8.7 Notices. Any notices required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed or delivered as follows:

A. To Physician: _____
_____
_____

B. To Intermountain: Region Vice President
Urban Central Region
5121 South Cottonwood Street
Murray, UT 84157

or any other addresses as shall be furnished in writing by either party. Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date postmarked.

8.8 Section Headings. The headings and subheadings of sections contained in this Agreement are used for convenience and ease of reference and shall not limit the scope or intent of the section.

8.9 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable by any proper act of the federal or state government or declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof shall remain in full force and effect.

8.10 Taxes. Physician, and not Intermountain, shall pay and be liable for any federal, state, or local tax which may be imposed in connection with the receipt of any compensation for or in relation to Physician's performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is effective as of the ___ day of _____, 20___.

Physician:

By: _____
_____, M.D.

IHC Health Services, Inc.

By:_____
_____
Region Vice President
Urban Central Region

ATTACHMENT A, SCHEDULE 1
ADMINISTRATIVE SERVICES
CLINICAL PROGRAM MEDICAL DIRECTOR

In accordance with the provisions set forth in Section 2.1 of this Agreement Physician shall perform the following Administrative Services:

I. **Facility/Department:** Provide Services to the following Facility(ies) and Department(s):

Facility	**Department**

II. **Physician Roles and Responsibilities**. Physician shall participate in:

A. Clinical Program Management Team. Facility Clinical Program Management Team based at a hub Facility:

1. Which consists of the Clinical Program:

   a. Medical Director (Physician);
   a. Clinical Operations Leader (Nurse or Technologist); and
   b. Administrative Officer;

2. Whose purpose is to coordinate Facility-based efforts of Clinical Program physician, clinical operations and administrative personnel within the hub Facility and with spoke Facilities which are related to the hub Facility (as applicable) to provide:

   a. Implementation leadership and Data Feedback for Clinical Program Care Process Models;

   b. Collaborative development and implementation support for accreditation, compliance and patient safety initiatives for those that are not already included in Care Process Models which have been implemented; and

   c. Support for clinical research and graduate medical education (as applicable).

B. Clinical Program Guidance Team. Enterprise-wide Clinical Program Guidance Team:

1. Which consists of Facility Clinical Program Management Teams (physicians, clinical operations and administrative counterparts) from each hub Facility and the physician chairs of the Development Teams.

2. Whose purpose is to coordinate enterprise-wide efforts of the Clinical Program, including, but not limited to:

   a. Setting annual outcome and process goals (subject to approval of the Clinical Operations Leadership Team or "COLT");

   b. Approving priorities recommended by Clinical Program Development Teams and oversee development by them of Care Process Models;

   c. Working collaboratively with enterprise-wide leaders to develop recommendations regarding clinical research and graduate medical education ("GME") for the Clinical Program;

   d. Recommending infrastructure priorities to COLT (e.g., capital expenditures for facilities and equipment; electronic resources)

   e. Monitoring progress in implementation and accomplishment of goals (outcomes reports and work plan progress).

C. Data Feedback. Provide Data Feedback by:

1. Assisting in the development within the Clinical Program Guidance Team and Development Teams of standardized measurement systems and outcomes reports;

2. Presenting and/or supporting Clinical Service Medical Directors in presenting Clinical Program outcomes reports in each Facility medical staff department, division/section or other meeting relevant to specialists who belong to the Clinical Program; and

3. Providing and/or supporting Clinical Service Medical Directors in providing individual and small group mentoring (academic detailing) to members of the Clinical Program to assist them in improving outcomes.

D. Clinical Oversight of Clinical Program Service Medical Directors. Provide clinical oversight and mentoring to Clinical Program Service Medical Directors at hub and spoke Facilities in their efforts to implement Care Process Models.

III. Physician Accountability.

A. Accounting. Physician shall report regularly regarding Physician's responsibilities under this Attachment to the:

1. Clinical Program Management Team; and
2. Clinical Program Guidance Team.

B. Performance Evaluation: Physician's performance shall be evaluated at least annually by the Administrative Officer with input from the:

1. Hub Facility Medical Director;
2. Chair of the Clinical Program Guidance Team; and
3. Clinical Program Clinical Operations Leader.

IV. Compensation: Physician shall be compensated based on the time estimates and compensation rate set forth in Attachment B.

ATTACHMENT A, SCHEDULE 2
ADMINISTRATIVE SERVICES
CLINICAL PROGRAM GUIDANCE TEAM CHAIR

In accordance with the provisions set forth in Section 2.1 of this Agreement Physician shall perform the following Administrative Services:

I. **Physician Roles and Responsibilities**. Physician shall chair the enterprise-wide Clinical Program Guidance Team:

A. Structure of Guidance Team. The members and staff of the Clinical Program Guidance Team consist of:

1. Nurse director, who serves as vice chair;

2. Facility Clinical Program Management Teams (physicians, clinical operations and administrative counterparts) from each hub Facility;

3. Physician chair of each Clinical Program Development Team;

4. Support staff, including:

a. Data manager;
b. Outcomes analyst (statistician);
c. Data architect;
d. Provider/patient education lead;
e. Finance department liaison; and
f. Electronic infrastructure (IT) liaison.

B. Purpose of Clinical Program Guidance Team. The purpose of the Clinical Program Guidance Team is to coordinate enterprise-wide efforts of the Clinical Program, including, but not limited to:

1. Setting annual outcome and process goals (subject to approval of the Clinical Operations Leadership Team or "COLT");

2. Approving priorities recommended by Clinical Program Development Teams and oversee development by them of Care Process Models;

3. Working collaboratively with enterprise-wide leaders to develop recommendations regarding clinical research and graduate medical education ("GME") for the Clinical Program;

4. Recommending infrastructure priorities to COLT (e.g., capital expenditures for facilities and equipment; electronic resources);

5. Monitoring progress in implementation and accomplishment of goals (outcomes reports and work plan progress).

II. Physician Accountability.

A. Accounting. Physician shall report regularly regarding Physician's responsibilities under this Attachment to the Clinical Operations Leadership Team.

B. Performance Evaluation: Physician's performance shall be evaluated at least annually by the physician chair or vice-chair of COLT with input from the Clinical Program nurse director.

III. Compensation. Physician shall be compensated based on the time estimates and compensation rate set forth in Attachment B.

ATTACHMENT A, SCHEDULE 3
ADMINISTRATIVE SERVICES
CLINICAL SERVICE MEDICAL DIRECTOR

In accordance with the provisions set forth in Section 2.1 of this Agreement Physician shall perform the following Administrative Services:

I. **Facility/Department/Clinical Service:** Provide Services to the following Facility, Department and Clinical Service:

Facility	Department	Clinical Service

II. **Physician Roles and Responsibilities**. Physician shall participate in:

A. Clinical Service Management Team. Facility Clinical Service Management Team:

1. Which consists of the Clinical Service (e.g., cardiology, NICU):

   a. Medical Director (Physician); and
   b. Clinical Operations Leader (Nurse or Technologist);

2. Whose purpose is to coordinate the efforts of Clinical Service physician, clinical operations and administrative personnel within the Facility Clinical Service to provide:

   a. Implementation leadership and Data Feedback for Clinical Program Care Process Models;

   b. Collaborative development and implementation support for accreditation, compliance and patient safety initiatives for those that are not already included in Care Process Models which have been implemented; and

   c. Support for clinical research and graduate medical education (as applicable).

B. Clinical Program Development Team. Enterprise-wide Clinical Program Development Team:

1. Which consists of Facility Clinical Service Management Teams (Clinical Service Medical Directors and clinical operations counterparts) from each Facility which provides the Clinical Service;

2. Whose purpose is to coordinate enterprise-wide efforts of the specialty-specific subdivision of the Clinical Program, including, but not limited to:

a. Setting annual outcome and process goals (subject to approval of the Clinical Program Guidance Team);

b. Approving priorities recommended by Clinical Program Work Groups and participating with them (as assigned reviewers) in the development of Care Process Models;

c. Working collaboratively with enterprise-wide leaders to develop recommendations regarding clinical research and graduate medical education ("GME") for the Clinical Service;

d. Recommending infrastructure priorities to the Clinical Program Guidance Team (e.g., capital expenditures for facilities and equipment; electronic infrastructure pertaining to the Clinical Service)

e. Monitoring progress in implementation and accomplishment of Clinical Service goals (outcomes reports and work plan progress).

C. Data Feedback. Provide Data Feedback by:

1. Assisting in the development within the Clinical Program Guidance Team and Development Teams of standardized measurement systems and outcomes reports;

2. Presenting Clinical Program outcomes reports in Facility medical staff department, division/section or other meeting relevant to specialists who belong to the Clinical Service; and

3. Providing individual mentoring to members of the Clinical Service to assist them in improving outcomes.

III. Physician Accountability.

A. Accounting. Physician shall report regularly regarding Physician's responsibilities under this Attachment to the:

1. Clinical Service Management Team; and
2. Clinical Program Development Team.

B. Performance Evaluation: Physician's performance shall be evaluated at least annually by the Administrative Officer with input from the:

1. Clinical Program Medical Director;

2. Chair of the Clinical Program Development Team; and
3. Clinical Program Clinical Operations Leader.

IV. Compensation: Physician shall be compensated based on the time estimates and compensation rate set forth in Attachment B.

ATTACHMENT A, SCHEDULE 4
ADMINISTRATIVE SERVICES
CLINICAL PROGRAM DEVELOPMENT TEAM CHAIR

In accordance with the provisions set forth in Section 2.1 of this Agreement Physician shall perform the following Administrative Services:

I. **Physician Roles and Responsibilities**. Physician shall chair the enterprise-wide Clinical Program Development Team:

A. Structure of Development Team. The members and staff of the Clinical Program Development Team consist of:

1. Nurse director, who serves as vice chair;

2. Facility Clinical Serve Management Teams (physicians and clinical operations counterparts) from each Facility which provides the Clinical Service;

3. Support staff, including:

a. Data manager;
b. Outcomes analyst (statistician);
c. Data architect;
d. Provider/patient education lead;
e. Finance department liaison; and
f. Electronic infrastructure (IT) liaison.

B. Purpose of Clinical Program Development Team. to coordinate enterprise-wide efforts of the specialty-specific subdivision of the Clinical Program, including, but not limited to:

1. Setting annual outcome and process goals (subject to approval of the Clinical Program Guidance Team);

2. Approving priorities recommended by Clinical Program Work Groups and participating with them (as assigned reviewers) in the development of Care Process Models;

3. Working collaboratively with enterprise-wide leaders to develop recommendations regarding clinical research and graduate medical education ("GME") for the Clinical Service;

4. Recommending infrastructure priorities to the Clinical Program Guidance Team (e.g., capital expenditures for facilities and equipment; electronic infrastructure pertaining to the Clinical Service)

5. Monitoring progress in implementation and accomplishment of Clinical Service goals (outcomes reports and work plan progress).

II. Physician Accountability.

A. Accounting. Physician shall report regularly regarding Physician's responsibilities under this Attachment to the Clinical Program Guidance Team.

B. Performance Evaluation: Physician's performance shall be evaluated at least annually by the chair of the Clinical Program Guidance Team with input from the nurse director of the Clinical Program.

III. Compensation. Physician shall be compensated based on the time estimates and compensation rate set forth in Attachment B.

ATTACHMENT A, SCHEDULE 5
ADMINISTRATIVE SERVICES
CLINICAL PROGRAM WORK GROUP PHYSICIAN EXPERT

In accordance with the provisions set forth in Section 2.1 of this Agreement Physician shall perform the following Administrative Services:

I. Physician Roles and Responsibilities.

A. Clinical Program Work Group. Physician shall participate in the enterprise-wide Clinical Program Work Group:

1. Which consists of:

a. Data Manager (who chairs the work group)

b. Physician clinical expert (who provides fundamental knowledge regarding the scientific aspect)

c. Bedside care clinical expert (who provides fundamental knowledge regarding the operations/work flow aspect)

d. Outcomes analyst (statistician, who provides manual measurement system and report generation expertise)

e. Data architect (who provides automated measurement system and report generation expertise)

f. Education specialist (who provides expertise in developing provider and patient education materials);

g. Knowledge engineer (who assists the team in using knowledge authoring and review tools, which facilitate production of clinical knowledge assets which are usable by an electronic infrastructure);

2. Whose purpose is to conserve the time of Development Team members by researching and preparing draft work products pertaining to the assigned Condition and Clinical Work Process to which Development Team members can react and provide critique;

3. Whose initial work is to develop a summary of available scientific knowledge concerning the Clinical Condition/Work Process, produced by:

a. Reviewing the scientific literature;

b. Identifying and consulting national experts (networking);

c. Reviewing presentations made at scientific meetings; and

d. Constructing an inventory of measures developed by regulatory and accreditation bodies (e.g., CMS, Joint Commission, HEDIS, OSHA, CLIA);

4. Whose subsequent charge is to use the knowledge summary to generate a draft Care Process Model consisting of clinical knowledge asset work products such as:

a. High-level conceptual flow diagram for the Care Process Model, summarizing the diagnosis and management the Condition/Work Process;

b. Key indicators and clinical management reports;

c. Diagnostic work-up and triage algorithm (based on risk stratification);

d. Treatment cascade, including indications for referral;

e. Indications for intervention;

f. Order sets and other protocols;

g. Guidelines, protocols and standards for implementation of the Care Process Model by bedside care givers;

B. Clinical Program Development Team. Physician and other members of the Work Group shall:

1. Present the draft Care Process Model to the members of the Clinical Program Development Team (assigned reviewers) for their review and critique;

2. Assist Development Team members in making the draft Care Process Model available to other interested clinicians (volunteer reviewers) at the facility or clinic(s) they represent; and

3. Actively solicit input and critique from assigned and volunteer reviewers and use their valid suggestions to refine the Care Process Model.

C. Implementation Support. Physician and other members of the Work Group shall provide:

1. Education of front-line physicians and bedside care clinicians concerning the Care Process Model (e.g., through CME sessions, learning days, academic detailing);

2. Support for testing (alpha and beta) and implementation of the Care Process Model; and

3. Ongoing updating of scientific findings and changes.

D. Clinical Research and GME. Physician shall work collaboratively with clinical research and graduate medical education ("GME") leaders to identify potential opportunities to integrate clinical research and/or GME" initiatives approved by the Guidance Team and COLT into Care Process Model development.

II. Physician Accountability.

A. Accounting. Physician shall report regularly regarding Physician's responsibilities under this Attachment to the Clinical Program Development Team.

B. Performance Evaluation: Physician's performance shall be evaluated at least annually by the chair of the Clinical Program Guidance Team with input from:

1. Chair of the Clinical Program Development Team; and
2. Data Manager.

III. Compensation: Physician shall be compensated based on the time estimates and compensation rate set forth in Attachment B.

ATTACHMENT A, SCHEDULE 6
ADMINISTRATIVE SERVICES
CLINICAL PROGRAM CLINICAL RESEARCH COORDINATOR

In accordance with the provisions set forth in Section 2.1 of this Agreement Physician shall perform the following Administrative Services:

I. **Physician Roles and Responsibilities**. Physician shall work collaboratively with standing entities (e.g., COLT, Clinical Program Guidance Team, Clinical Program Development Team) and *ad hoc* groups (e.g., Clinical Research Council) to facilitate implementation of clinical research projects within the following construct of Intermountain's clinical research agenda:

A. Triage of Clinical Research Based on Ethical Responsibility. Physician will use Physician's best efforts to protect patients by triaging clinical research into one of the following categories:

1. Research permitted only under an approved randomized controlled trial ("RCT") to evaluate the efficacy of a new drug or device;

2. Research permitted only with a robust registry to evaluate the efficacy of an off-label application of a drug or technology approved for a different use;

3. Research conducted as a routine part of clinical care to determine effectiveness and efficiency of care processes for which solid scientific evidence exists.

B. Prioritization of Use of Intermountain Resources to Support Clinical Research. Physician will work collaboratively with Clinical Program leaders to use Intermountain resources to support prioritization of clinical research projects in accordance with the following schema:

1. Priority 1: Answer questions that directly affect Intermountain's ability to deliver care to the communities served by Intermountain, based on criteria including, but not limited to:

a. A successful result will change patient care immediately;

b. The research is funded as a part of the Clinical Program budget; and

c. The research helps create an aura of excellence ("reputation") for an individual facility and the system as a whole;

2. Priority 2: Facilitate internal investigator-initiated research, based on criteria including, but not limited to:

a. A successful result will lead to publication of an article in a peer-reviewed journal;

b. The research will result in changes to patient care, but with a longer lead time than Priority 1 research;

c. The research is funded through external grants (e.g., NIH);

d. The research helps create an aura of excellence ("reputation") for an individual facility and the system as a whole;

3. Priority 3: Provide access to Intermountain assets (e.g., data, biological samples) for clinical researchers located at academic institutions, based on criteria including, but not limited to:

a. Intermountain's community responsibility to support generation of new knowledge;

b. A successful result will lead to publication of an article in a peer-reviewed journal;

c. The research will result in changes to patient care, but with a longer lead time than Priority 1 research;

d. The research is funded by the sponsoring institution based on Intermountain recovering its costs (i.e., little or no margin, community citizenship);

4. Priority 4: Provide access to Intermountain assets (e.g., data, biological samples) for clinical researchers located in commercial institutions, based on criteria including, but not limited to:

a. Commercialization opportunity to support discovery, evaluation of efficacy and effectiveness, and, in some cases, production of new technology;

b. A successful result will produce new treatments and/or technology (may also result in publication of an article(s) in a peer-reviewed journal)

c. The research will result in changes to patient care with a long lead time;

d. The research is funded by the sponsoring commercial institution and potentially generates income to support Intermountain's infrastructure to support future generation of new knowledge.

C. Facilitation of Increased Congruence Between Priority 1 and Priority 2 Research Agendas. Physician will work collaboratively with Clinical Program leaders to use clinical work process prioritization and Intermountain resources to increase congruence of

Priority 1 (practice research as described in Section I-B-1 above) and Priority 2 (internal investigator-initiated research as described in Section I-B-2 above).

D. Development, Deployment, Analysis and Publication of Clinical Research. Physician will work collaboratively with COLT Clinical Program leaders to:

1. Develop and implement a unified clinical research infrastructure, including, but not limited to:

   a. A network of mentors and peers and resources to assist in grant application preparation;

   b. An operations support infrastructure for contracting, budgeting, accounting, research-related billing, intellectual property/intellectual asset management support, retention of staff, and promotion/communication of results;

   c. A compliance infrastructure to ensure efficient and effective institutional review board ("IRB") support, compliance with statutes, rules and regulations and avoidance of conflicts of interest;

   d. Analytic and publication support, including statistical/epidemiological analysis, data access, technical writing and illustration;

   e. Funding, including linkage to internal (e.g., foundation) and external (e.g., grants) funding sources.

2. Leverage the Clinical Program organizational structure to increase the number of front-line clinicians involved in clinical research projects pertinent to the Clinical Program;

3. Leverage the Clinical Program data infrastructure to analyze, document and increase the number and quality of abstracts presented at scientific meetings and articles published in peer-reviewed journals (i.e., increase the aura of excellence, "reputation" of Intermountain and its facilities).

II. Physician Accountability.

A. Accounting. Physician shall report regularly regarding Physician's responsibilities under this Attachment to the Clinical Program Development Team.

B. Performance Evaluation: Physician's performance shall be evaluated at least annually by the chair of the Clinical Program Guidance Team with input from:

1. Chair of the Clinical Program Development Team; and
2. Data Manager.

III. **<u>Compensation</u>:** Physician shall be compensated based on the time estimates and compensation rate set forth in Attachment B.

ATTACHMENT B
COMPENSATION

I. **Time Estimates**. The following represent initial estimates of the time required of Physician to meet Physician's responsibilities under this/these Schedule(s) including meeting attendance, preparation, presentations, feedback/mentoring, and training activities, as applicable. These time estimates will be reviewed annually and adjusted as necessary. Physician shall notify Intermountain if actual time expended is substantially greater or less than estimated as follows:

A. Meetings:

1. Facility team meetings (Facility Management Team, Service Management Team)
   a. Frequency = _____
   b. Duration = ___ hour(s)
   c. Preparation = ___ hour(s) (if applicable)
   Total = ___ Hours per Month

2. Enterprise team meetings (Guidance Team, Development Team, Work Group)
   a. Frequency = _____
   b. Duration = ___ hour(s)
   c. Preparation = ___ hour(s) (if applicable)
   d. Travel ___ hour(s) (if applicable)
   Total = ___ Hours per Month

B. Education, Data Feedback/Mentoring:

1. Educational Presentations
   a. Frequency =
   b. Duration =
   c. Preparation =
   d. Travel ___ hour(s) (if applicable, e.g., Work Group Physician Expert)
   Total = ___ Hours per Month

2. Data Feedback/Mentoring
   a. Frequency =
   b. Duration =
   c. Preparation =
   Total = ___ Hours per Month

C. Administrative Processing (E-mails, telephone calls, correspondence):

1. Frequency = _____
2. Duration = ___ hour(s)

Total = __ hours per month

II. **Compensation for Administrative Responsibilities**. Physician shall be paid for the Services set forth in this Attachment B in accordance with the amounts set forth in the following table:

Administrative Responsibility	**Hours per Month**
Clinical Program Medical Director	
Clinical Program Guidance Team Chair	
Clinical Service Medical Director	
Clinical Program Development Team Chair	
Work Group Physician Expert	
Clinical Program Clinical Research Coordinator	
Total	
Compensation Rate per Hour	$_____
Total Compensation per Month	**$**_____
Total Compensation per Year	**$**_____

III. **Payment Administration.** Administrative Services and Responsibilities. Intermountain shall pay Physician on or before the twentieth (20^{th}) day of each month the "Total Compensation per Month" amount set forth above in the table in Section II of this Attachment.

ATTACHMENT C
CONDUCT, CONFIDENTIALITY, FINANCIAL ASSISTANCE, PAYER COMPLIANCE

Physician agrees to abide by the following:

I. **Corporate Compliance Program**. The Intermountain Corporate Compliance Program, which includes:

A. Intermountain Code of Conduct. The Intermountain Code of Conduct sets forth principles and standards by which Intermountain employees are required to conduct themselves in order to protect and promote organization-wide integrity and to enhance Intermountain's ability to achieve its mission. The Intermountain Code of Conduct includes the following principles:

1. Principle 1 - Legal Compliance: Strive to ensure all activity by or on behalf of the organization complies with applicable laws;

2. Principle 2 - Business Ethics: Abide by the highest standards of business ethics and integrity. Provider will accurately and honestly represent Intermountain and will not engage in any activity or scheme intended to defraud anyone of money, property or honest services;

3. Principle 3 - Confidentiality: Maintain the confidentiality of patient, member, and other confidential information in accordance with applicable legal and ethical standards;

4. Principle 4 - Conflicts of Interest: Owe a duty of loyalty to Intermountain and may not use one's position to profit personally or to assist others in profiting in any way at the expense of the organization;

5. Principle 5 - Business Relationships: Transact business relationships with vendors, contractors and other third parties free from offers or solicitation of gifts and favors or other improper inducements in exchange for influence or assistance in a transaction; and

6. Principle 6 - Protection of Assets: Preserve and protect Intermountain's assets by making prudent and effective use of Intermountain resources and properly and accurately reporting its financial condition.

The standards listed in the Intermountain Code of Conduct are neither exclusive nor complete. Provider is required to comply with all applicable laws, whether or not specifically addressed in the Code of Conduct.

B. Compliance with Bylaws and Accreditation Standards. Physician shall provide Services in conformance with Facility bylaws, medical staff bylaws, and policies and procedures established from time to time by Intermountain, and applicable standards of the Joint Commission.

C. Disclosure of Conflicts of Interests. Physician agrees to disclose to Administrative Officer any conflicts of interest as outlined in Principle 4 of the Intermountain Code of Conduct as referenced in Section I-A-4 of this Attachment.

II. Confidentiality. In addition to the confidentiality provisions set forth in the Intermountain Code of Conduct as referenced in Section I-A-3 of this Attachment:

A. Confidential Information. Physician understands that in the performance of Physician's responsibilities under this Agreement, Physician may have access to information which includes, but is not limited to, information relating to:

1. Patients (such as records, conversations, admittance information, patient financial information, etc.);

2. Intermountain providers (such as members of the medical staffs of Intermountain Facilities and/or members of SelectHealth networks);

3. Intermountain employees (such as salaries, employment records, disciplinary actions, etc.);

4. Intermountain as an organization (such as financial and statistical records; strategic plans, internal reports, memos, contracts, peer review information, communications, proprietary computer programs, source code, proprietary technology, and other proprietary information, etc.);

5. Intermountain information systems (such as the HELP system, the clinical and financial information systems, the longitudinal patient record, the actuarial, and claims systems); and

6. Third parties (such as third-party payers, owners of client and vendor proprietary information, such as software programs, source code, proprietary technology);

B. Assuring Confidentiality. Physician agrees that such information as is set forth above in Section III-A ("Confidential Information") is valuable and sensitive, and is protected by law and by Intermountain policies. The intent of those laws and policies is to assure that such information remains confidential. Physician agrees to keep all such information confidential;

C. Appropriate Use of Confidential Information. Physician may use Confidential Information to fulfill Physician's duties and responsibilities under this Agreement. In the use of such information, Physician agrees that:

1. Physician will not:

    a. Access Confidential Information which Provider has no legitimate need to know;

    b. Divulge, copy, release, sell, loan, revise, alter, or destroy any Confidential Information except as properly authorized within the scope of Provider's duties under this Agreement.

2. Physician has no right to or ownership interest in any Confidential Information;

3. Physician's access codes or other authorization to access Confidential Information are subject to periodic review, revision, renewal, or revocation by Intermountain;

4. Physician will safeguard and not disclose Providers' access codes or any other authorization that allows access to Confidential Information;

5. Physician's obligations of confidentiality will continue even after termination of this Agreement;

6. To report to Administrative Officer:

    a. Any suspicion or knowledge that Providers' access codes, authorization, or any Confidential Information has been misused;

    b. Any activities of any individual that may result in misuse of Confidential Information. To the extent permitted by law, reports made in good faith about suspect activities will be held in confidence by Intermountain, including the name of the individual reporting the activities;

7. Physician is responsible for any misuse or wrongful disclosure of Confidential Information and failure to safeguard Physician's access code or other authorization to access Confidential Information; and

8. Physician's failure to comply with the terms and conditions of Section II of this Attachment C may result in loss of access to Confidential Information, and/or loss of medical staff privileges at Intermountain Facilities.

III. **Financial Assistance Policy**. Intermountain Healthcare is a community-owned, charitable, nonprofit organization with a mission to provide excellent health care to residents of our service area with a medical need, regardless of ability to pay. Intermountain has no shareholders expecting a return on investment and, instead, operates solely for the purpose of providing care, keeping charges as low as possible, and continually enhancing the services available to people in our communities. In providing care to patients unable to pay, Intermountain goes significantly beyond state and federal laws and regulations. For the uninsured, we offer a range of discounts

based on financial needs and income levels. At the same time, we recognize that we have a responsibility to fairly distribute and manage the cost of health care, while ensuring that financial assistance reaches the neediest in our communities. We meet that responsibility by asking those who can pay to do so, and by ensuring that our policies incentivize people to maintain their health care insurance coverage and to seek care at the most appropriate delivery site. This policy applies to all Intermountain Healthcare facilities. Intermountain provides financial assistance based on the following concepts:

A. Delivery of Care. We believe health care services should be:

1. Accessible to residents in the communities we serve regardless of race, religion, gender, age, national origin, physical or mental disability, veteran status, or ability to pay. Our facilities are located in both urban neighborhoods and rural communities;

2. Respectfully delivered in a way that preserves individual dignity; and

3. Provided according to the best clinical judgment and medical policy. Decisions about medical necessity and the appropriate course of treatment are made by a physician or other licensed medical practitioner.

B. Types of Health Care Services Covered by the Policy. We provide financial assistance (including our policy for the uninsured) for health care services that are:

1. Medically necessary. "Medically necessary" services are services for urgent and emergency conditions, for serious illness, or for attempting to rule out serious illness; and

2. Generally available. "Generally available" services are basic diagnostic or therapeutic services generally performed by local providers. Highly specialized, elective, or extraordinary services (such as organ transplants) are not typically provided. Nor are cosmetic services or other services not generally covered by most insurance policies.

C. Our Responsibilities as Stewards of Health Care Resources. Health care resources are limited, and no single organization can meet the needs of all patients who are unable to pay. Intermountain, as one provider of care, recognizes its responsibility to the community and is committed to the following principles:

1. All medically necessary and generally available care is provided in a timely way regardless of ability to pay;

2. Intermountain actively communicates the availability of financial assistance to patients through a variety of channels;

3. Patients can apply for financial assistance at any point in the registration, billing, or collections process, although they are strongly encouraged to apply as early as possible when initially seeking care. Early identification will help simplify the process for patients and for Intermountain;

4. Intermountain seeks to coordinate care with other care providers and human services agencies in the community. To that end we are committed to ongoing cooperation and communication with other providers and agencies within the parameters of the law;

5. Health care resources must be carefully conserved and equitably applied to those most in need;

6. Multiple available sources of assistance should be used to help individuals;

7. Patients who can pay should do so, and financial assistance is determined according to financial means and ability to pay; and

8. Assistance will be provided responsibly, in a way that does not result in incentivizing patients to drop insurance coverage, and encourages them to seek care at the most appropriate delivery site.

D. Our Patients' Responsibilities in Utilizing Health Care Resources. Patients in need of financial assistance have the following responsibilities:

1. Patients need to communicate with us;

   a. Patients should identify their need for financial assistance as early as possible when initially seeking care;

   b. Patients are expected to provide information as to household income, household size, extenuating circumstances, other sources of insurance coverage or assistance, and in some cases, liquid assets;

   c. Patients can apply for financial assistance at any point in the billing or collection process;

   d. In the absence of communication and knowledge of patient need, we assume patients are able to pay. In these cases we bill patients and follow fair and legal collection procedures.

2. Patients need to explore all available sources of financial assistance, including government and private assistance programs. Intermountain will help patients apply for assistance from non-Intermountain sources; and

3. Patients are expected to financially contribute to the cost of their care, based on their ability to pay. In some cases, for very needy patients, this contribution may be very small (e.g., a very small co-pay)—consistent with the procedures followed and recommended by low-income community clinics and human services agencies. Evidence shows that patients who pay something, even very small amounts, are more likely to follow the medical recommendations given to them by providers. However, patients who are not able to contribute anything will not be required to contribute and will still receive care.

IV. **Payer Compliance Policy**. The focus of the Intermountain Corporate Compliance Program relating to payer compliance is designed to be consistent with guidance received from the Office of Inspector General (OIG). The Intermountain Corporate Compliance Program extends to medical staff members who act as agents of Intermountain in performing a service or providing patient care. Therefore, Intermountain will make available information relating to its Corporate Compliance Program to all medical staff members, and will rely upon their cooperation in the execution of the Program. However, independent contractors providing services to Intermountain should seek legal advice from their own legal counsel if there are questions relating to legal compliance. The OIG's Compliance Program Guidance for Hospitals and the OIG Supplemental Compliance Program Guidance for Hospitals have been used as a basis for Intermountain's payer compliance program.

A. Specific areas of risk on which Intermountain focuses, taken from the OIG's Supplemental Compliance Program Guidance, including the following:

1. Submission of Accurate Claims.

a. Outpatient Procedure Coding

1) Billing as outpatient for "inpatient only" procedures;
2) Submitting claims for medically unnecessary services by failing to follow the Fiscal Intermediaries' local policies (Local Medical Review Policies or Local Coverage Determinations/National Coverage Determinations);
3) Submitting duplicate claims or otherwise not following the National Correct Coding Initiative guidelines;
4) Submitting incorrect claims for ancillary services because of outdated Charge Description Masters;
5) Circumventing the multiple procedure discounting rules;
6) Improper selection of evaluation and management codes; and
7) Improperly billing for observation services;

b. Admissions and Discharges:

1) Failure to follow the "same-day rule";
2) Abuse of partial hospitalization payments;
3) Same-day discharges and readmissions;

4) Violation of Medicare's post-acute care transfer policy; and
5) Improper churning of patients by long-term care hospitals co-located in acute care hospitals;

c. Supplemental Payment Considerations:

1) Improper reporting of the costs of "pass-through" items;
2) Abuse of DRG outlier payments;
3) Improper claims for incorrectly designated "provider-based" entities;
4) Improper claims for clinical trials;
5) Improper claims for organ acquisition costs;
6) Improper claims for cardiac rehabilitation services; and
7) Failure to follow Medicare rules regarding payment for costs related to educational activities;

d. Use of Information Technology: Failure to take steps to ensure that all new computer systems and software that impact coding, billing, or the generation or transmission of information related to the Federal health care programs or their beneficiaries are thoroughly assessed for accuracy

2. Compliance with Federal Statutes, Rules and Regulations:

a. The Referral Statutes: The Physician Self-Referral Law (the "Stark" Law) and the Federal Anti-Kickback Statute;

b. Payments to Reduce or limit Services: Gainsharing Arrangements;

c. Emergency Medical Treatment and Labor Act (EMTALA); and

d. HIPAA Privacy and Security Rules;

3. Substandard Care;

4. Relationships with Federal Health Care Beneficiaries:

a. Gifts and Gratuities;

b. Cost Sharing Waivers; and

c. Free Transportation;

5. Billing Medicare or Medicaid Substantially in Excess of Usual Charges;

6. Areas of General Interest:

a. Discounts to Uninsured Patients;

b. Preventive Care Services; and

c. Professional Courtesy

B. Available Resources: The Corporate Compliance Program consists of a Department of staff members who report directly to the Compliance Officer for Intermountain. Some of the products and services the Compliance Department makes available to the company include:

1. A database of all issues reported to the Corporate Compliance Department through the Compliance Hotline, email, direct conversation, etc.;

2. A database, which similarly tracks all audits, surveys, and investigations, the results, the corrective action plans, etc.;

3. A database of collected regulatory activity that may have an impact on Intermountain's operations;

4. On-line educational materials and completion tracking;

5. Excluded provider monitoring and communication;

6. Legal research;

7. Title VI, Section 504 of the Rehabilitation Act, and ADA compliance coordination;

8. A 24/7 Compliance Hotline for reporting compliance issues or concerns;

9. HIPAA training and educational materials;

10. Data analysis and statistical reports;

11. Auditing;

12. Annual compliance training video;

13. Conflict of interest research and management;

14. Monitoring; and

15. Investigation expertise.