

EXHIBIT 1

Tracking ID: T122820180001055
Date: 12/28/2018



PENALTIES FOR FALSIFYING INFORMATION

This section explains the penalties for deliberately furnishing false information in this application to gain or maintain enrollment in the Medicare program.

1. 18 U.S.C. § 1001 authorizes criminal penalties against an individual who, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious, or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry. Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000 (18 U.S.C. § 3571). Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.
2. Section 1128B(a)(1) of the Social Security Act authorizes criminal penalties against any individual who, "knowingly and willfully," makes or causes to be made any false statement or representation of a material fact in any application for any benefit or payment under a Federal health care program. The offender is subject to fines of up to \$25,000 and/or imprisonment for up to five years.
3. The Civil False Claims Act, 31 U.S.C. § 3729, imposes civil liability, in part, on any person who:
 - a) knowingly presents, or causes to be presented, to an officer or any employee of the United States Government a false or fraudulent claim for payment or approval;
 - b) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; or
 - c) conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

The Act imposes a civil penalty of \$5,000 to \$10,000 per violation, plus three times the amount of damages sustained by the Government

4. Section 1128A(a)(1) of the Social Security Act imposes civil liability, in part, on any person (including an organization, agency or other entity) that knowingly presents or causes to be presented to an officer, employee, or agent of the United States, or of any department or agency thereof, or of any State agency...a claim...that the Secretary determines is for a medical or other item or service that the person knows or should know:
 - a) was not provided as claimed; and/or
 - b) the claim is false or fraudulent.

This provision authorizes a civil monetary penalty of up to \$10,000 for each item or service, an assessment of up to three times the amount claimed, and exclusion from participation in the Medicare program and State health care programs.

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5. 18 U.S.C. 1035 authorizes criminal penalties against individuals in any matter involving a health care benefit program who knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact; or makes any materially false, fictitious, or fraudulent statements or representations, or makes or uses any materially false fictitious, or fraudulent statement or entry, in connection with the delivery of or payment for health care benefits, items or services. The individual shall be fined or imprisoned up to 5 years or both.
6. 18 U.S.C. 1347 authorizes criminal penalties against individuals who knowing and willfully execute, or attempt, to execute a scheme or artifice to defraud any health care benefit program, or to obtain, by means of false or fraudulent pretenses, representations, or promises, any of the money or property owned by or under the control of any, health care benefit program in connection with the delivery of or payment for health care benefits, items, or services. Individuals shall be fined or imprisoned up to 10 years or both. If the violation results in serious bodily injury, an individual will be fined or imprisoned up to 20 years, or both. If the violation results in death, the individual shall be fined or imprisoned for any term of years or for life, or both.
7. The government may assert common law claims such as "common law fraud," "money paid by mistake," and "unjust enrichment."

Remedies include compensatory and punitive damages, restitution, and recovery of the amount of the unjust profit.

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Authorized Official Certification Statement for Institutional Providers

These are additional requirements that the provider must meet and maintain to bill the Medicare program. By signing, the provider is attesting to have read the requirements and understanding them.

By his/her signature(s), the authorized official named below agrees to adhere to the following requirements stated in this Certification Statement:

- 1) I authorize the Medicare contractor to verify the information contained herein. I agree to notify the Medicare contractor of any future change to the information contained in this application in accordance with provisions found at 42 CFR 424.516. I understand that any change in business structure of this supplier may require the submission of a new application.
- 2) I have read and understand the Penalties for Falsifying Information as printed in this application. I understand that any deliberate omission, misrepresentation, or falsification of any information contained in this application or contained in any communication supplying information to Medicare, or any deliberate alteration of text on this application form, may be punished by criminal, civil, or administrative penalties including, but not limited to, the denial or revocation of Medicare identification number(s), and/or the imposition of fines, civil damages, and/or imprisonment.
- 3) I agree to abide by the Medicare laws, regulations and program instructions that apply to this provider. The Medicare laws, regulations and program instructions are available through the Medicare contractor. I understand that payment of a claim by Medicare is conditioned upon the claim and underlying transaction complying with such laws, regulations and program instructions (including, but not limited to, the Federal anti-kickback statute and the Stark Law), and on the provider's compliance with all applicable conditions of participation in Medicare.
- 4) Neither this provider, nor any 5 percent or greater owner, partner, officer, director, managing employee, authorized official, or delegated official is currently sanctioned, suspended, debarred, or excluded by the Medicare or State Health Program, e.g. Medicaid program, or any other Federal program, or is otherwise prohibited from supplying services to Medicare or other Federal program beneficiaries.
- 5) I agree that any existing or future overpayment made to the provider by the Medicare program may be recouped by Medicare through the withholding of future payments.
- 6) I will not knowingly present or cause to be presented a false or fraudulent claim for payment by Medicare, and I will not submit claims with deliberate ignorance or reckless disregard of truth or falsity.
- 7) I authorize any national accrediting body whose standards are recognized by the Secretary as meeting the Medicare program participation requirements, to release to any authorized representative, employee, or agent of the CMS, a copy of my most recent accreditation survey, together with any information related to the survey that CMS may require (including corrective action plans).

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Authorized Official Signature

I have read the contents of this application. My signature legally and financially binds this provider to the laws, regulations, and program instructions of the Medicare program. By my signature, I certify that the information contained herein is true, correct, and complete, and I authorize the Medicare fee-for-service contractor to verify this information. If I become aware that any information in this application is not true, correct, or complete, I agree to notify the Medicare fee-for-service contractor of this fact immediately.

Effective Date of Information

12/28/2018

Authorized Official:

JOHN M DOYLE

(517) 419-4715


Authorized Official Signature

12/28/2018
Date Signed (mm/dd/yyyy)

Note: All signatures must be original and signed in ink. Applications with signatures deemed not original will not be processed. Stamped, faxed, or copied signatures will not be processed.

Contact Person

For questions regarding this enrollment, please contact the individual listed below.

Name: Paula Wyman

Telephone Number: [REDACTED]

Fax Number: [REDACTED]

Email Address: [REDACTED]

Legal Business Name/Individual Name: STEWARD ST ELIZABETHS MEDICAL CENTER OF BOSTON
INC

NPI of Applicant/Provider/Supplier: 1720390289

EXHIBIT 2

PHYSICIAN EMPLOYMENT AGREEMENT

THIS PHYSICIAN EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into as of the Effective Date (as defined on Exhibit A) by and between Steward Medical Group, Inc. (“SMG”), an affiliate of Steward Health Care System LLC (“Steward Health Care” or “Steward”), a Delaware limited liability company, and the Physician (as identified on Exhibit A), an individual physician, licensed to practice medicine in Massachusetts (the “Physician”). SMG and the Physician may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, SMG employs qualified physicians to provide clinical, educational, research and medical-administrative services under its auspices, and to the patients of Steward hospitals and other affiliated health care facilities (each a “Hospital”); and

WHEREAS, SMG desires to engage the Physician to provide certain clinical, educational, research and medical-administrative services as described hereafter; and

WHEREAS, the Physician is willing and able to provide such clinical, educational, research and medical-administrative services for SMG in accordance with the provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, other valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Employment. SMG hereby employs Physician and Physician hereby accepts employment by SMG upon the terms and conditions set forth herein.
2. Physician’s Services and Responsibilities.

2.1 Effective Date. Physician shall commence employment under this Agreement on the Effective Date (as defined on Exhibit A).

2.2 Generally. Physician shall provide professional medical services to patients of SMG in accordance with the hours and at the practice location(s) and the Assigned Hospital(s) specified on Exhibit A, and at such other SMG locations and Steward Hospitals as Physician and SMG may mutually agree upon from time to time, in accordance with SMG’s assignment, coverage and on-call schedules, which schedules shall be designed to assure that all of the medical needs of patients of SMG and the Assigned Hospitals, including urgent and emergency needs, are met in a competent, timely and responsive manner. Physician’s specific employment schedule shall be reasonably determined by SMG from time to time and may be revised or adjusted by SMG in consultation with Physician to accommodate SMG’s staffing needs. Physician shall provide clinical services in Physician’s Specialty (as defined in Exhibit A). The Physician covenants and agrees to perform all services hereunder capably, faithfully, and to the

best of the Physician's ability. The general allocation of physician's time shall be as set forth on Exhibit A.

2.3 Call Coverage. As the Chief of Cardiac Surgery, Physician shall assign night and weekend coverage and call responsibility and ensure that such coverage complies with on-call and coverage requirements of each Assigned Hospital and with generally accepted standards for care of cardiac surgery patients.

2.4 Adjustment. Notwithstanding any other provision of this Agreement, SMG shall reasonably determine and may adjust from time to time the specific professional duties to be performed by the Physician and the means and manner by which those duties shall be performed, such duties to be consistent with the Physician's training and experience.

2.5 Physician's Representations and Warranties. Physician represents and warrants at all times during the term of this Agreement that:

(a) Physician is duly licensed, registered, and in good standing under the laws of the Commonwealth of Massachusetts to engage in the practice of medicine, and that said license and registration have not been suspended, revoked or restricted in any manner in this Commonwealth or any other state or commonwealth.

(b) Physician is qualified for and has applied for, or will apply for, and has obtained, or will timely obtain, membership in good standing on the Medical Staff of each Assigned Hospital, with appropriate privileges in Physician's Specialty; provided that this Agreement is not, and shall not be construed as, any form of guarantee or assurance that Physician shall receive necessary Medical Staff membership or privileges for purposes of discharging Physician's responsibilities hereunder. The Medical Staff application, appointment and reappointment processes and the granting of privileges shall be solely governed by the Medical Staff Bylaws of the respective Assigned Hospital in effect from time to time.

(c) Physician has current controlled substances registrations issued by the appropriate federal and state governmental agencies, which registrations have not been surrendered, suspended, revoked or restricted in any manner.

(d) Physician is board certified in Physician's Specialty, board eligible in Physician's Specialty, or maintains comparable skills or otherwise meets similarly reasonable standards consistent with appropriate professional standards as determined in good faith by the President of SMG in consultation with the applicable Department Chair.

(e) Physician has disclosed and will disclose to SMG the following matters, whether occurring at any time prior to or during the term of this Agreement: (i) any malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict or decree against Physician; (ii) any disciplinary, peer review or professional review investigation, proceeding or action instituted against Physician by any licensure board, hospital, medical school, health care facility or entity, professional society or association, third party payor, peer review or professional review committee or body, or governmental agency; (iii) any criminal felony conviction of Physician and any criminal misdemeanor conviction or period of incarceration resulting from a misdemeanor conviction of Physician within the past five (5)

years, excluding speeding and minor traffic violations; provided that if Physician has been convicted of any felony or misdemeanor within the past five (5) years, then Physician must disclose all prior criminal convictions; (iv) any allegation against Physician of filing false health care claims, violating anti-kickback laws, or engaging in other billing improprieties; (v) any period during which Physician, with or without reasonable accommodation, is or was unable to perform the essential functions of the practice of medicine, or during which Physician poses or may pose a direct threat to the health, safety or well-being of any patient, employee or other individual; (vi) any current or past use of illegal drugs, or any current or past dependency on alcohol or controlled substances; (vii) any allegation, or any investigation or proceeding based on any allegation, against Physician, of violating professional ethics or standards, or engaging in illegal, immoral or other misconduct (of any nature or degree), relating to the practice of medicine; (viii) any denial or withdrawal of an application in any state for licensure as a physician, for medical staff privileges at any hospital or other health care entity, for board certification or recertification, for participation in any third party payment program, for state or federal controlled substances registration, or for malpractice insurance; (ix) being listed on any of the Office of the Inspector General's Exclusion Database; or (x) Physician's expulsion from the Massachusetts Physician Health Services Program.

(f) Physician shall abide by all Bylaws, rules, regulations, policies or directives of SMG, as well as the Medical Staff Bylaws and applicable department and/or division rules of the Assigned Hospital(s).

(g) In connection with the provision of medical services hereunder, Physician shall use the equipment, instruments, pharmaceuticals and supplies of SMG and the Assigned Hospitals for the purposes for which they are intended and in a manner consistent with sound medical practice.

(h) Physician has not been suspended or excluded from participating in any federal, state or private third party payor network or program and Physician shall participate in Medicare, Medicaid, other federal and state reimbursement programs, Blue Cross/Blue Shield, and other commercial insurance programs, and under the plan of any commercial insurer, health maintenance organization, preferred provider organization or other health benefit program with which SMG may contract or affiliate ("Payors").

(i) Physician has disclosed and will disclose to SMG the existence of: (i) all student loans or federal scholarships with the United States pursuant to the National Health Service Corps Scholarship Program, the Physician Shortage Area Scholarship Program or the Health Education Assistance Loan Program (together, "Student Loans"); (ii) any default or notice of default by Physician of a Student Loan; (iii) any repayment agreement between Physician and the Secretary of Health and Human Services ("HHS") entered into because of a default on a student loan ("Repayment Agreement"); and (iv) any default or notice of default on a Repayment Agreement.

(j) Physician is not bound by any agreement or arrangements which would preclude, prohibit or restrict Physician from entering into, or from fully performing the services required under this Agreement or subject the SMG or any of its affiliates to any risk of legal action from any third party.

2.6 Standards of Practice. The Physician's services hereunder shall at all times be rendered in a competent and professional manner, consistent with quality assurance standards of SMG and each Assigned Hospital and in compliance with all applicable statutes, regulations, rules and directives of federal, state and other governmental and regulatory bodies having jurisdiction over the Physician or any Assigned Hospital; applicable standards of the Joint Commission; the Physician's board certifying organization if applicable; and then-currently accepted and approved methods and practices.

2.7 Other Steward Policies. Notwithstanding any provision herein to the contrary, the Physician shall at all times be subject to and comply with all Steward policies applicable to physicians made available to Physician.

2.8 Maintenance of Medical Records. The Physician agrees to enter in his or her patient's medical record all relevant medical information on a timely basis in accordance with the requirements of SMG, Medical Staff Bylaws of the Assigned Hospitals (as applicable), and Massachusetts laws and regulations. The Physician acknowledges and agrees that in furtherance of clinical integration, the SMG medical record for each patient must include all relevant medical information, including without limitation, clinical test results and interpretation summaries of procedures performed on the patient either at an Assigned Hospital or at any other facility, including a facility that is not affiliated with SMG or Steward.

3. Term and Termination.

3.1 Term. Unless sooner terminated as provided herein, this Agreement shall remain in full force and effect for the initial term as set forth on Exhibit A. Unless sooner terminated as provided herein, upon the expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms.

3.2 Termination.

(a) SMG may immediately terminate this Agreement upon the occurrence of any of the following:

(i) Physician's death;

(ii) Physician's disability for a continuous period in excess of ninety (90) days due to a mental or physical condition (other than pregnancy) that is determined by an independent medical examiner selected by mutual agreement of the Parties to be a permanently disabling condition or a condition that will impair Physician's ability to perform Physician's obligations hereunder beyond said ninety (90) day period;

(iii) Physician's license to practice medicine or Physician's medical staff membership or privileges at any Assigned Hospital or any other hospital or healthcare facility are denied, suspended, revoked, not renewed, or restricted in any manner. This provision shall not apply to a decision by a Hospital to not allow a Physician to perform certain clinical procedures as part of their application for medical staff privileges;

(iv) Physician engages in unprofessional, unethical or fraudulent conduct, as determined by SMG's Professional Conduct Committee pursuant to the policies and procedures of such committee (including without limitation, any form of harassment of any individual(s)); or: (i) is found guilty or liable of such conduct by any court, governmental authority or board, institution, organization, or professional society having jurisdiction to judge the conduct of Physician; (ii) Physician enters into a settlement agreement pertaining to an allegation against the Physician for unprofessional, unethical or fraudulent conduct; or (iii) Physician's conduct is proven to be libelous or slanderous to SMG by any court, governmental authority or board, institution, organization, or professional society having jurisdiction to judge the conduct of Physician;

(v) Physician is excluded from Medicare, Medicaid, or any other federal health care program;

(vi) Physician's primary malpractice insurance lapses or is terminated due to Physician's claims experience or Physician's error or omission;

(vii) Material breach by Physician of any term of this Agreement (including, without limitation, Section 8) which breach has not been cured to the reasonable satisfaction of SMG within thirty (30) days after notice to Physician of such breach, provided, however that such opportunity to cure shall not apply to violations which jeopardize patient safety or compromise the quality of medical care offered by SMG or the Assigned Hospital;

(viii) Default or notice of default on a Student Loan, or default or notice of default on a Repayment Agreement;

(ix) Refusal by the Physician to enter into a Repayment Agreement with HHS;

(x) Suspension or exclusion of the Physician from any third party payment program in which SMG is a participating provider;

(xi) Material violation of any of SMG's policies and procedures applicable to employed physicians, which violation is not cured to the reasonable satisfaction of SMG within thirty (30) days after notice to Physician of such violation, provided, however that such opportunity to cure shall not apply to violations which jeopardize patient safety or compromise the quality of medical care offered by SMG or the Assigned Hospital; or

(xii) Bankruptcy, insolvency or cessation of operations of SMG; any voluntary or involuntary petition for bankruptcy, dissolution, liquidation or winding-up of the affairs of SMG; or any assignment by SMG or for the benefit of creditors.

(b) Physician may terminate his/her Physician Employment Agreement if SMG breaches any material term of the Physician's Employment Agreement, which breach has not been cured within thirty (30) days after written notice of such breach.

(c) Either SMG or Physician may terminate Physician's Employment Agreement, with or without cause, without penalty, at any time upon at least ninety (90) days' prior written notice to the other party.

3.3 Effect of Termination.

(a) Unless otherwise described herein or in the SMG compensation policy applicable to Physician at the time of the termination, upon termination of a Physician's employment with SMG, Physician shall be entitled to receive such base salary, fringe benefits, if any, accrued under the terms of this Agreement, but unpaid, as of the date of said termination, less any amounts owed by Physician to SMG pursuant to this Agreement. Upon termination, Physician shall not be entitled to receive compensation for unused personal or sick days. Payment for accrued vacation days shall be subject to SMG's vacation policies then in effect. Except as may be provided for in this Agreement, all SMG employee benefits, including but not limited to the provision of professional liability insurance coverage, shall terminate on the effective date of termination.

(b) Upon termination of a Physician's employment with SMG, whether by mutual agreement or otherwise, neither party shall have any further obligation hereunder except for: (i) obligations accruing prior to the date of termination in accordance with this Agreement; and (ii) obligations, promises, or covenants which are expressly made to extend beyond the term of this Agreement.

(c) Upon termination of a Physician's employment with SMG, Physician shall immediately deliver to SMG sole custody and total, exclusive, and complete use of its medical records, premises, equipment, and supplies. In addition, Physician shall immediately surrender and refrain from using any user name and password with respect to accessing SMG's health information system.

(d) If Physician terminates his/her employment with SMG without providing SMG with the required prior written notice as set forth in Section 3.2(b) or (c), Physician shall pay liquidated damages to SMG in an amount equal to a prorated amount of the Physician's base compensation based upon the actual number of days of notice that Physician failed to provide. To the extent permitted by applicable law, Physician authorizes SMG to withhold from any amounts owing to Physician, whether in the form of salary, incentive compensation, and reimbursement or otherwise, the full amount of any liquidated damages owed in accordance with this paragraph.

(e) In the event that Physician's employment with SMG terminates in advance of the date on which SMG agrees to provide tail coverage for Physician's medical malpractice insurance as indicated on Exhibit A, SMG shall not provide Physician tail coverage for the period of time during which Physician was employed by SMG; provided, however, that in the event SMG terminates Physician's employment without cause, SMG will provide tail coverage for Physician's medical malpractice insurance for the period of time during which Physician was employed by SMG. Notwithstanding the foregoing, SMG may provide Physician the option to purchase tail coverage through Tailored Risk Assurance Company, Ltd. ("TRACO"). In the event that Physician elects to purchase tail coverage through TRACO, Physician authorizes SMG

to withhold from any amounts owing to Physician, whether in the form of salary, incentive compensation, reimbursement or otherwise, the full payment due for the purchase of the tail coverage in accordance with this paragraph.

(f) In the event that SMG terminates Physician without cause, at SMG's sole election, SMG may permit the Physician to continue working pursuant to this Agreement until the termination effective date specified by SMG, or SMG may require, at any time during the period between SMG's provision to Physician of its termination notice and the effective date of termination, that Physician immediately cease performing services hereunder. If SMG requires Physician to cease providing services prior to the termination date in accordance with this Agreement, SMG shall pay Physician the prorated amount of Physician's base compensation based upon the number of days remaining until such termination date, such amount to serve as Physician's final salary and bonus payment (subject to payment of accrued vacation as set forth above), and shall continue to provide medical and dental benefits until the termination date.

3.4 Suspension; Opportunity to Cure. If SMG believes that the Physician has committed a material violation of this Agreement, SMG may, as an alternative to termination and in its sole discretion, by written notice to the Physician describing the material violation, suspend the Physician with compensation, except to the extent otherwise required by the terms of a particular research grant, for a specified period of time or provide the Physician with a specified period of time in which to cure the violation. These alternatives to termination are within the sole discretion of SMG and are not entitlements of the Physician. The fact that SMG may implement one or both of these alternatives on one or more occasions does not create the basis for the Physician to claim that the Physician has a right to either or both alternatives.

3.5 Resignation from Facility Medical Staffs. In the event SMG terminates this Agreement pursuant to Section 3.2(a)(i) through Section 3.2(a)(xi), inclusive, the Physician will resign from the medical staff of each Assigned Hospital; and the Physician irrevocably appoints the SMG President as the Physician's attorneys-in-fact to submit such resignation on the Physician's behalf if the Physician fails to do so within seventy-two (72) hours after such termination. The Physician hereby holds SMG harmless and releases it, its designees and each Assigned Hospital and their respective boards of trustees and officers from any liability therefor. The Physician acknowledges and agrees that the resignation of medical staff privileges shall not be subject to any review, hearing or other due process rights under the Medical Staff Bylaws or other governing policies of any Assigned Hospital or by any court or otherwise, which review, hearing and rights (if any) the Physician hereby specifically waives. The Physician has the right to reapply for privileges in accordance with the Medical Staff Bylaws of the Assigned Hospital(s). Notwithstanding the foregoing, SMG, in its sole discretion, shall have the right to determine whether it is in an Assigned Hospital's best interest to permit the Physician to remain a member of the medical staff of the Assigned Hospital following termination or expiration of this Agreement and, to that end, waive its right to enforce this Section 3.5 without affecting its rights under any other provision of this Agreement. SMG agrees that it will exercise its power to submit a resignation on the Physicians behalf, if at all, no more than thirty (30) days after termination of this Agreement pursuant to Section 3.2(a)(i) through Section 3.2(a)(xi), inclusive.

4. Compensation and Benefits. In consideration of the Physician's services provided pursuant to this Agreement, SMG agrees to pay the Physician the base compensation, and provide certain employment benefits, as specified on Exhibit A.

5. Space, Equipment, Supplies, Non-Physician Personnel. SMG shall provide, or arrange for the provision of, all of the space, equipment and supplies as are required, in the reasonable judgment of SMG following consultation with the Physician, for the proper provision of services to be provided under this Agreement. Such space, equipment and supplies shall be made available at the cost and expense of SMG. SMG shall provide, or arrange for the provision of, all non-physician personnel required, in the reasonable judgment of SMG, for the proper provision of services to be provided under this Agreement.

6. Patient Services Billing and Assignment of Fees. As a condition of the Physician's employment hereunder, the Physician hereby assigns to SMG the right to charge and bill for all clinical professional services performed by the Physician for, or under the auspices of, SMG, and SMG shall have the right to receive, hold and disburse all revenue derived from the Physicians' services. The Physician shall act diligently and cooperate fully with SMG in facilitating such assignment and billing, including completing all forms necessary for the billing of such claims by SMG. Charitable or free medical services rendered by the Physician shall be reported as such to SMG. The Physician shall cooperate with SMG in the completion of any forms and the submission of any information necessary for SMG to receive third-party reimbursement for services rendered by the Physician.

7. Research and Related Obligations; Outside Activities.

7.1 Physician shall comply with any and all policies of the Assigned Hospital(s) relating to research, including, without limitation, policies regarding the appropriate documentation and assignment of intellectual property associated with research activities sponsored or supported by such Assigned Hospital(s).

7.2 Physician shall comply with SMG's policies regarding disclosure of outside activities, including providing SMG a complete and true copy of every consulting or other agreement to which Physician, or an entity owned or controlled by Physician, is currently a party that involves compensation or other remuneration of any kind involving, relating to or associated with the practice of medicine, research, teaching, healthcare, pharmaceuticals, medical devices, biotechnology or any entity which is, becomes or may become a vendor of SMG, the Assigned Hospital or Steward Health Care. If any such arrangements are not in writing, Physician shall provide a written summary to SMG. Except with the written approval of SMG, Physician shall not enter into or continue any consulting agreements or engage in other professional activities related to or associated with the practice of medicine, research or teaching during the term of this Agreement. SMG may waive the written approval requirement of this Section 7.2 on a case-by-case basis if Physician's outside activities are performed in a manner that does not interfere with the performance of Physician's obligations under this Agreement and in a manner that does not damage the reputation of Steward or any entity that controls, is controlled by, or is under common control with Steward; **provided however** Physician shall comply with SMG's notice and disclosure requirements as described herein.

7.3 Physician shall indemnify and hold harmless SMG and its affiliates, directors, officers, employees and agents from and against any loss, cost, damage, claim or liability, including reasonably attorney's fees, arising out of Physician's failure to disclose to SMG any activity which may constitute a conflict of interest or which may violate any law, rule, regulation, requirement, accreditation standard or other obligation applicable to SMG or the Assigned Hospital.

8. Steward Health Care System Referrals. Physician shall refer patients for all inpatient and outpatient services (including, but not limited to, medical and surgical services, imaging studies and laboratory tests) within the Steward Health Care System or to an entity with which Steward has an established clinical referral relationship, unless: (a) a patient expresses a preference for a non-Steward provider; (b) the patient's insurer selects the provider; or (c) in Physician's judgment, a referral to a Steward provider is not in the patient's best interest. To monitor compliance with this requirement, referrals by Physician will be tracked by SMG and reported to Physician on a quarterly basis. Failure to comply with this provision, or any other provision of this Agreement, shall be grounds for termination by SMG pursuant to Section 3.

9. Electronic Medical Record and Electronic Prescribing. SMG has adopted electronic medical record and electronic prescribing systems. Such systems will be installed in every SMG practice location. Physician shall use such electronic medical record and electronic prescribing systems to the full extent of their capacity.

10. Disclosure of Information.

10.1 Proprietary Information. All records, files, reports and documents, including any electronic or digital version of the same and any software provided by SMG, pertaining to services, operations, plans, or methods of SMG, belong to and shall remain the property of SMG and all copies of such material shall be returned by Physician to SMG on or prior to the effective date of any termination or expiration of this Agreement. Physician recognizes and acknowledges that the terms of this Agreement, the names and addresses of patients treated by Physician or other members of SMG, as well as SMG's proprietary information and trade secrets as they may exist from time to time, are confidential, valuable, special, and unique assets of SMG. Physician also recognizes and acknowledges that the systems, protocols, policies, procedures, manuals, reports, data bases, documents, instruments and other materials used by SMG are proprietary to SMG, and are valuable, special and unique assets of SMG. Physician shall not, during or after the term of this Agreement, disclose SMG's proprietary information or trade secrets, or the terms and conditions of this Agreement, to any other person or entity for any reason or purpose whatsoever (other than disclosure of the terms and conditions of this Agreement (i) to his personal financial, tax and legal advisors provided that such advisors agree to maintain the confidentiality thereof and (ii) to the extent necessary to enforce his legal rights hereunder), without the written consent of SMG.

10.2 Patient Information. Physician further agrees that he/she shall maintain all patient information as confidential, and shall use or disclose such patient information only in accordance with the policies and procedures of SMG and the Assigned Hospitals, including without limitation, the applicable Notice of Privacy Rights and Practices, and in a manner consistent with those requirements imposed by state and federal law, including without limitation the provisions

of the Health Insurance Portability and Accountability Act and the regulations promulgated thereunder.

11. Corporate Compliance. The Physician acknowledges and understands that Steward Health Care has adopted a Code of Conduct and SMG and the Assigned Hospitals have each adopted and implemented a corporate compliance program designed to promote the prevention, detection and resolution of conduct that does not conform to federal and state statutory and regulatory requirements and the requirements of third party payor programs, as well as their own ethical and business policies. The Physician represents and covenants that he will: (a) comply with all applicable federal and state statutes and regulations, third party payor requirements, the Steward Code of Conduct, and SMG's and the Assigned Hospital(s)' commitment to conduct their business in compliance with their respective ethical standards and business policies; and (b) report to SMG and the respective Assigned Hospital in writing any known or suspected violations of any statutory or regulatory provision, third party payor requirements, the Steward Code of Conduct, or SMG's or the respective Assigned Hospital's ethical standards and business policies. SMG will provide the Steward Code of Conduct to the Physician. Contemporaneously with execution of this Agreement, Physician is required to sign the attestation attached hereto as Exhibit C.

12. CORI Check. The Physician agrees to consent to SMG performing a background check, including but not limited to a so-called Criminal Offender Record Information ("CORI") check on the Physician and to reasonably cooperate with SMG in obtaining said CORI check.

13. Employee Health and Drug Testing Requirements. SMG and the Physician desire to protect the health and welfare of patients in part by ensuring that the Physicians of SMG do not, by their physical condition, present any unreasonable risks to patients of SMG or patients of any Assigned Hospital to which the Physician may provide services on behalf of SMG. Accordingly, SMG agrees to maintain and Physician agrees to comply with reasonable SMG policies and protocols which shall include participation by Physician in: (a) Physician health programs designed to protect patients from communicable diseases and which shall include, but not be limited to, vaccination tracking and screening; (b) a pre-employment physical examination and evaluation after a conditional offer of employment has been made; and (c) drug and/or alcohol testing as part of Physician's pre-employment physical examination and evaluation referenced above, as well as in response to a reasonable suspicion of drug or alcohol use that is either contrary to SMG's or a Assigned Hospital's policies or that may impair the Physician's performance of duties hereunder. Physician acknowledges and agrees that his/her satisfactory participation in, and results derived from, these programs will be an ongoing condition of employment, the failure of which shall constitute a breach of a material term of this Agreement.

14. Non-Solicitation. Physician hereby agrees that Physician will not, directly or indirectly, during the term of this Agreement and for a period of one (1) year after the cessation of employment: (a) initiate an offer to employ, solicit for employment, or employ any person employed by or engaged by SMG; or (b) initiate contact with or solicit, verbally or in writing, the business or care of any patient of SMG or its affiliates, or of any physician (including Physician) who is an employee of SMG; provided, however, any such patient shall retain the right to choose Physician as his or her physician after the Physician's employment with SMG terminates. SMG shall, consistent with recommended practices of the American Medical

Association, and as required by the Massachusetts Board of Registration in Medicine, notify patients of the Physician's termination from SMG, and shall provide contact information for the Physician. Physician acknowledges that SMG and its affiliates would suffer irreparable harm if Physician breaches this Section of the Agreement and thus agrees that SMG and its affiliates would be entitled to injunctive relief in the event of such a breach. In addition, Physician agrees that Physician will be liable for all attorneys' fees and costs incurred by SMG and its affiliates in an action to enforce this Section of the Agreement.

15. Miscellaneous.

15.1 Access of the Government to Records. To the extent that the provisions of Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. §1395x(v)(I)] are applicable to this Agreement, the parties agree to comply therewith.

15.2 Other Contracts Between the Parties. SMG shall maintain a master list of contracts between the Parties.

15.3 Governing Law. This Agreement shall be governed and interpreted in accordance with, and the rights of the parties shall be determined by, the laws of The Commonwealth of Massachusetts.

15.4 Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

15.5 Amendment. No alteration or modification of this Agreement including any Exhibit, shall be valid unless made in writing and executed by each of the parties hereto.

15.6 Counterparts. This Agreement may be executed in more than one counterpart, and each executed counterpart shall be considered as the original.

15.7 Vested Rights. No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations, which shall have theretofore matured hereunder.

15.8 Successors. In the event that SMG merges, or is consolidated into, any other entity(s) or in the event that SMG sells or transfers substantially all of its assets to another entity, the terms of this Agreement shall inure to the benefit, and be assumed by, the entity resulting from such merger or consolidation or to which SMG's assets shall be sold and transferred.

15.9 Notices. Any notice or other communication by one party to the other shall be in writing and shall be given, and be deemed to have been given: (a) if hand delivered, upon delivery; (b) if mailed, postage prepaid, certified mail (return receipt requested), on the second business day after mailing; or (c) if sent by an overnight courier service, the next business day after depositing with such courier, in each case addressed as follows:

SMG: Steward Medical Group, Inc.
Attn: Chief Operating Officer
500 Boylston Street
Boston, MA 02116

With a Copy to: Joseph C. Maher, Jr., Esq,
General Counsel
Steward Health Care System LLC
500 Boylston Street
Boston, MA 02116

Physician: See Exhibit A

Any party may change the address for notice by notifying the other party, in writing, of the new address.

15.10 Further Actions. Each of the parties agrees that it shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

15.11 Assignment. SMG may assign this Agreement without the consent of Physician to any entity affiliated with Steward Health Care or to such other organizations as SMG may determine. The services called for under this Agreement are personal to Physician. Accordingly, Physician may not assign this Agreement without written consent of SMG.

15.12 Entire Agreement. This Agreement, along with its Exhibits, represents the entire agreement between SMG and the Physician and supersedes any previous agreements between SMG (or any entity within Steward) and Physician relating to Physician's employment.

15.13 Survival. The covenants contained in Sections 2.7, 3.3, 3.5, 6, 10, 11, 14, and 15 shall survive any termination or expiration of this Agreement.

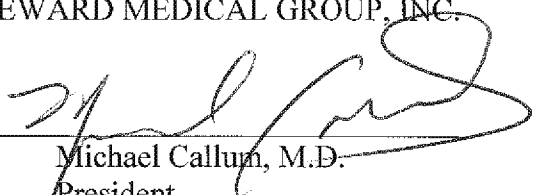
[Signatures to appear on following page]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date, as defined in Exhibit A.

STEWARD MEDICAL GROUP, INC.

By


Michael Callum, M.D.
President

Date:

6/28/12

THE PHYSICIAN

By

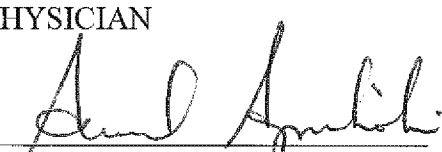

Arvind K. Agnihotri, M.D.

EXHIBIT A

1. Name and Address of Physician (the "Physician"): Arvind K. Agnihotri, M.D.
2. Initial Term: Five (5) years
3. Effective Date: August 31, 2012. Provided, however, that if Physician fails to provide SMG with all requested payor enrollment materials on or before June 25, 2012, SMG shall have the right to postpone the Effective Date until such time as Physician has been enrolled with all SMG payors. Provided further, however, that SMG shall have the right to postpone the Effective Date if Physician has not obtained all necessary licenses and registrations or if Physician has not been appropriately credentialed by SMG (and, if applicable, by the Hospital to which the Physician has been assigned by SMG), until such time as the Physician obtains all required licenses and registrations and has been appropriately credentialed.
4. Practice Location: 736 Cambridge Street, Brighton, MA
5. Assigned Hospital(s): St. Elizabeth's Medical Center
6. Allocation of Professional Time:

Clinical Services	80%
Administrative Duties	20% (as further described on <u>Exhibit D</u>)
Total:	100%
7. Hours: Physician shall devote, on average, a minimum of forty (40) hours per week of Administrative Duties (as defined in Exhibit D) and scheduled professional services relating to treatment of patients of SMG or, at the direction of SMG, of the Assigned Hospital(s).
8. Base Compensation:

For the first Five (5) years, Physician shall receive an annual base compensation of \$750,000 which will be paid out on a bi-weekly basis ("Base Compensation") as follows: (i) an annualized base clinical compensation of \$600,000; and (ii) \$150,000 as consideration for the performance of the services described in Exhibit D.

For any renewal term(s) following the initial (5) years, Base Compensation will be determined by mutual agreement of the parties, consistent with fair market value for Physician's Specialty.

9. Incentive Compensation: Beginning January 1, 2013, Physician shall be entitled to receive Incentive Compensation of up to \$600,000 per year, during the Initial Term, as described on Exhibit B.
10. Physician's Specialty: Cardiovascular Surgery
11. Vacation*: Physician shall be eligible for six (6) weeks of vacation per year pursuant to SMG's Human Resources policies and procedures applicable to all employed physicians.

Physician shall be eligible for an additional four (4) weeks of vacation from the Effective Date through December 31, 2012 pursuant to SMG's Human Resources policies and procedures applicable to all employed physicians.
12. Health and Dental Insurance*: Steward Health Care Plan
13. Life Insurance*: Steward Health Care Plan
14. Disability*: Steward Health Care Plan
15. Retirement Plan*: Steward Health Care Plan
16. Deferred Compensation Physician will be eligible to participate in the Steward Health Care Deferred Compensation Plan.
17. Medical Malpractice Insurance: SMG shall maintain in full force and effect during the term of this Agreement professional malpractice insurance coverage for Physician with minimum limits of \$2,000,000 per incident and \$6,000,000 in the aggregate, or such higher limits as SMG may from time to time provide for all employed physicians or for physicians in Physician's specialty. Physician understands and agrees that SMG's malpractice policy is a claims-made policy. Physician shall receive tail coverage at the end of the second year following the Effective Date.

Physician understands and agrees that the professional malpractice insurance covers the Physician only for actions taken within the course and scope of activities pursuant to this Agreement.
18. Continuing Medical Education ("CME")*: Physician shall be eligible for time away from the Hospital for CME and CME-related expense reimbursement pursuant to SMG's Human Resources policies and procedures applicable to

all employed physicians.

SMG's current CME policy provides for up to five (5) working days of time away and reimbursement of up to \$2,500.00 per fiscal year for CME.

19. Individual Physician Expenses (IPE): Physician shall be eligible for Individual Physician Expense ("IPE") reimbursement pursuant to SMG's Human Resources policies and procedures applicable to all employed physicians. IPE reimbursement may be used for CME-related expenses that exceed the limits allowed for CME reimbursement. IPE reimbursement may also be used for, but is not limited to: journals, reference books, and medical conferences.
20. Professional Expenses*: Physician shall be eligible for professional expense reimbursement pursuant to SMG's professional expense policies and procedures including but not limited to: DEA application, MA controlled substances license, membership in professional organizations provided that membership in such organization is required for Physician to practice Physician's Specialty or to achieve or maintain board certification in Physician's specialty, hospital medical staff annual dues and fees relating to board certification and maintenance thereof.
21. Sick Leave*: Physician shall be eligible for sick leave pursuant to SMG's Human Resources policies and procedures applicable to all employed physicians. SMG's current policy offers twelve (12) sick days per year.
22. Holidays*: Physician shall be eligible for holidays pursuant to SMG's Human Resources policies and procedures applicable to all employed physicians. SMG's current policy offers ten (10) fixed and one (1) floating holiday per year.
23. Additional Terms:
 - (a) Notwithstanding Section 7.1 of the Employment Agreement or any other provision of this Agreement to the contrary, Physician shall retain all rights in intellectual property developed by Physician without the use of resources, sponsorship or support of SMG or Steward Health Care System and any of its subsidiaries ("Intellectual Property").
 - (b) Right of First Opportunity: During the Term, Physician shall, prior to offering to sell, license or transfer any Intellectual Property to any person or entity other than SMG, prior to commercializing any Intellectual Property in any manner, engage in good faith negotiations with SMG (or, at SMG's

option, an affiliate of SMG) to explore the possibility of selling, licensing, transferring, or otherwise commercializing, such Intellectual Property (at a price and upon terms to be negotiated) with SMG. Such exclusive negotiation period shall extend for a period of 30 days. If SMG (or an affiliate) and Physician do not reach agreement, Physician may only sell, transfer, license, or otherwise commercialize, such Intellectual Property subject to Section (c) below.

(c) Right of First Refusal: If, at any time during the Initial Term, Physician desires to sell, license, transfer, or otherwise commercialize (collectively "Transfer") any of the Intellectual Property to a third party (for purposes of this subsection, the "Offeror") who has tendered a bona fide offer (for purposes of this subsection, the "Offer") therefore, Physician shall notify SMG in writing of the Offer (for purposes of this subsection, the "Offer Notice"), which Offer Notice shall include the offer price (the "Offer Price"), and the terms and conditions of the Offer. For 30 days following receipt of such Offer Notice, SMG shall have a right of first refusal to acquire or license the Intellectual Property so offered at the Offer Price and upon all the other terms and conditions of the Offer (which right SMG may assign to any affiliate). If SMG fails to exercise its right of first refusal hereunder within 30 days following receipt of the Offer Notice, Physician may Transfer the Intellectual Property to the Offeror, but only at the Offer Price and upon the same terms and conditions set forth in the Offer Notice, at any time within 60 days after the expiration of the 30 day period. If Physician does not Transfer the Intellectual Property to the Offeror within said 60-day period, then the Physician shall not Transfer the Intellectual Property pursuant to the Offer. If the Offer is revised or subsequently renewed, the foregoing right of first refusal shall renew and the periods within which such rights may be exercised hereunder shall recommence

24. Signing Bonus

One Million Dollars (\$1,000,000) - paid by SMG to Physician on Physician's start date. Such payment shall be contingent upon SMG's receipt and approval of the signed employment agreement and upon receipt of all of Physician's completed enrollment and credentialing materials on or before June 25, 2012. In the event this Agreement is terminated prior to the end of Initial Term either: (i) by SMG pursuant to Section 3.2(a) (other than clause (xii) of such section) or by Physician pursuant to Section 3.2(c); Physician agrees to promptly repay to SMG a pro-rata share of the Signing Bonus based on one-sixtieth (1/60) repayment of such Signing Bonus amount for every month, or

Handwritten signature and date:
 [Signature]
 August 1

portion thereof, remaining in the Initial Term. Such repayment will be made within thirty (30) days of termination unless arrangements have been made with, and accepted by SMG, for an alternative repayment plan.

*Benefits shall be pro-rated based on FTE status. For the purpose of this Agreement, full-time status means an average of forty (40) hours of scheduled professional services and administrative duties, in the aggregate, per week.

Exhibit BIncentive Compensation

Beginning on January 1, 2013, Physician shall be entitled to receive Incentive Compensation of up to \$600,000 per year during the Initial Term. Physician shall receive as Incentive Compensation the amount listed below which corresponds to the number of surgical cardiovascular cases performed by the Division of Cardiac Surgery during each year of the Initial Term of the Agreement. For purposes of calculating Incentive Compensation, a "Surgical Cardiovascular Case" shall mean any surgical cardiac procedure performed by the Division of Cardiac Surgery involving the use of an operating room. Surgical Cardiovascular Cases shall be measured each year from January 1 to December 31. SMG shall make payments to the Physician in the applicable amount set forth below within 90 days after the end of the applicable year.

Surgical Cardiovascular Cases	Incentive Compensation
400	\$250,000
401	\$252,000
402	\$254,000
403	\$256,000
404	\$258,000
405	\$260,000
406	\$262,000
407	\$264,000
408	\$266,000
409	\$268,000
410	\$270,000
411	\$272,000
412	\$274,000
413	\$276,000
414	\$278,000
415	\$280,000
416	\$282,000
417	\$284,000
418	\$286,000
419	\$288,000
420	\$290,000
421	\$292,000
422	\$294,000
423	\$296,000
424	\$298,000
425	\$300,000
426	\$302,000
427	\$304,000
428	\$306,000
429	\$308,000

430	\$310,000
431	\$312,000
432	\$314,000
433	\$316,000
434	\$318,000
435	\$320,000
436	\$322,000
437	\$324,000
438	\$326,000
439	\$328,000
440	\$330,000
441	\$332,000
442	\$334,000
443	\$336,000
444	\$338,000
445	\$340,000
446	\$342,000
447	\$344,000
448	\$346,000
449	\$348,000
450	\$350,000
451	\$352,000
452	\$354,000
453	\$356,000
454	\$358,000
455	\$360,000
456	\$362,000
457	\$364,000
458	\$366,000
459	\$368,000
460	\$370,000
461	\$372,000
462	\$374,000
463	\$376,000
464	\$378,000
465	\$380,000
466	\$382,000
467	\$384,000
468	\$386,000
469	\$388,000
470	\$390,000
471	\$392,000
472	\$394,000
473	\$396,000
474	\$398,000
475	\$400,000
476	\$402,000
477	\$404,000
478	\$406,000
479	\$408,000
480	\$410,000

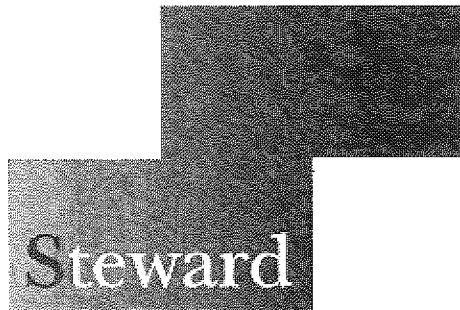
481	\$412,000
482	\$414,000
483	\$416,000
484	\$418,000
485	\$420,000
486	\$422,000
487	\$424,000
488	\$426,000
489	\$428,000
490	\$430,000
491	\$432,000
492	\$434,000
493	\$436,000
494	\$438,000
495	\$440,000
496	\$442,000
497	\$444,000
498	\$446,000
499	\$448,000
500	\$450,000
501	\$451,500
502	\$453,000
503	\$454,500
504	\$456,000
505	\$457,500
506	\$459,000
507	\$460,500
508	\$462,000
509	\$463,500
510	\$465,000
511	\$466,500
512	\$468,000
513	\$469,500
514	\$471,000
515	\$472,500
516	\$474,000
517	\$475,500
518	\$477,000
519	\$478,500
520	\$480,000
521	\$481,500
522	\$483,000
523	\$484,500
524	\$486,000
525	\$487,500
526	\$489,000
527	\$490,500
528	\$492,000
529	\$493,500
530	\$495,000
531	\$496,500

532	\$498,000
533	\$499,500
534	\$501,000
535	\$502,500
536	\$504,000
537	\$505,500
538	\$507,000
539	\$508,500
540	\$510,000
541	\$511,500
542	\$513,000
543	\$514,500
544	\$516,000
545	\$517,500
546	\$519,000
547	\$520,500
548	\$522,000
549	\$523,500
550	\$525,000
551	\$526,500
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554	\$531,000
555	\$532,500
556	\$534,000
557	\$535,500
558	\$537,000
559	\$538,500
560	\$540,000
561	\$541,500
562	\$543,000
563	\$544,500
564	\$546,000
565	\$547,500
566	\$549,000
567	\$550,500
568	\$552,000
569	\$553,500
570	\$555,000
571	\$556,500
572	\$558,000
573	\$559,500
574	\$561,000
575	\$562,500
576	\$564,000
577	\$565,500
578	\$567,000
579	\$568,500
580	\$570,000
581	\$571,500
582	\$573,000

583	\$574,500
584	\$576,000
585	\$577,500
586	\$579,000
587	\$580,500
588	\$582,000
589	\$583,500
590	\$585,000
591	\$586,500
592	\$588,000
593	\$589,500
594	\$591,000
595	\$592,500
596	\$594,000
597	\$595,500
598	\$597,000
599	\$598,500
600	\$600,000

Exhibit C

Attestation



Steward Health Care System


WORKFORCE CERTIFICATION

I hereby acknowledge that I have read and understand the information set forth in the Steward Code of Conduct. I certify that I will comply with these standards in my daily work activities and that I have a responsibility to report any suspected violations of the Code.

I understand adhering to these standards is a condition of employment or business relationship with Steward and that if I have any questions about the Code I must ask my manager for clarification and/or call the Office of Corporate Compliance & Privacy (OCCP).

I certify that I will report to my manager and/or the OCCP any instances where I did not or was unable to comply with the standards set forth in the Code.

Print Name: ARVIND AGNIHOTRI

Signature and Date:  6/28/12

Instructions to HR: File in Employee Personnel File

Exhibit D**ADMINISTRATIVE DUTIES AND RESPONSIBILITIES OF PHYSICIAN****SECTION 1**

1.1 Administrative Duties. Physician hereby agrees to provide the following administrative and management services (the "Administrative Duties") as the Chief of Cardiac Surgery at St. Elizabeth's Medical Center ("Chief"):

The Chief is accountable to the Departmental Chairman and the SMG President for professional and administrative activities within the division, including the quality of care rendered by the members of the division. The Chief also assists the Department Chair, hospital and medical group administration in providing efficient, cost-effective and high quality patient care.

Specific Accountabilities

- Participation in planning, organizing and directing clinical, educational and research activities of the division and its members in accordance with the rules and regulations of the hospital and physician practice plan;
- Participation in administration of the division and cooperating with the nursing service, physician practice plan and hospital administration on matters that affect patient care and operational performance including:
 - Optimizing high-quality, cost effective patient care;
 - Coordinating call and vacation coverage to assure continuous, high-quality patient care;
 - Optimizing relationships among the hospital, practice plan and physician community including non-employed physician division members;
 - Providing personnel recommendations for both physician and non-physician employees;
 - Optimizing operational efficiency and financial performance of the associated hospital services; and
 - Optimizing supply chain management.
- Implementing policies and procedures that guide and support the delivery of high-quality care in a cost effective manner;
- Determining the qualifications and competency of divisional personnel who provide patient care services;
- Monitoring the professional performance of all members of the division and recommending and implementing corrective action when required;
- Continuously assessing and improving the care provided by division members;
- Enforcing corrective action when necessary in accordance with hospital and practice plan policy;
- Supervising the care provided by division members as needed;
- Recommending and monitoring the clinical privileges of all department members;
- Enforcing all the rules and regulations of the hospital and practice plan and identifying remedial actions when necessary;
- Providing records of administrative time allocation as required for regulatory body reporting;
- Participating in performance reviews for division members; and
- Other reasonable duties that may be assigned by the Department Chair or President of the SMG from time to time.

1.2 Administrative Duties Time Records. The Physician shall devote in the aggregate, on average, a minimum of 8 hours per week to the performance of the Administrative Duties. Each month, contemporaneously with the performance of the Administrative Duties, the Physician shall prepare a time record in the form and manner attached hereto as Schedule 1.2 or in such other form and manner as may be reasonably requested by SMG. The time record shall describe the Administrative Duties performed each day of the month by the Physician and shall document the number of hours devoted each day to such Administrative Duties. The Physician shall submit the time record to SMG for review and approval not later than ten (10) days after the end of the calendar month in which the Administrative Duties were provided. SMG shall have the right to accept and/or reject time entries in whole or in part not later than the last day of the month in which it receives the time record from the Physician. SMG shall not reject any time entries without first notifying the Physician of the proposed rejection and discussing with the Physician the reasons for it. SMG's determination regarding whether to accept or reject the time entries shall be final. Notwithstanding anything to the contrary herein, SMG shall be under no obligation to pay for inadequately documented Administrative Duties.

1.3 Documentation. In addition, to the time record set forth on Schedule 1.2, Physician shall prepare and submit to SMG or the Assigned Hospital reports and records of such nature and in such form as SMG may reasonably request regarding provision of the Administrative Duties.

SECTION 2

2.1 Fee. SMG shall pay Physician as consideration in full for the Physician's provision and performance hereunder of the Administrative Duties a fee of One Hundred and Fifty Thousand Dollars (\$150,000) per year (the "Fee"). Notwithstanding anything to the contrary herein, SMG shall be under no obligation to pay for inadequately documented Administrative Duties. Physician understands and agrees that if the Physician ceases to provide the Administrative Duties for any reason, including termination of Physician's role as Chief, SMG shall cease to pay the Fee.

SECTION 3

3.1 Termination of Administrative Duties. SMG may terminate Physician's role as Chief (the "Termination") at any time upon the provision of notice of such termination to Physician. Except as otherwise set forth in Section 3.2 below, upon the Termination, neither Party shall have any further obligations regarding the provision or payment for the Administrative Duties.

3.2 Effect of Termination of Administrative Duties. The Physician agrees upon Termination, the Physician shall return to SMG, all reports, files, memoranda, records, computer equipment and software, credit cards, card key passes, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which they received or prepared under and pursuant to the provision of the Administrative Duties, and shall not retain any copies, duplicates, reproductions or excerpts thereof without first obtaining the prior written consent of SMG.

Steward Health Care System LLC 500 Boylston Street Boston, Massachusetts 02116
t [REDACTED] f 617-[REDACTED] www.steward.org

Michael Callum, MD
Executive Vice President and
President, Steward Medical Group

April 27, 2012

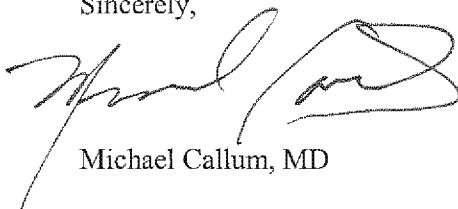
Arvind Agnihotri

Dear Arvind:

This letter will summarize additional areas to which we have come to mutual agreement on outside of your actual employment agreement.

1. You will have full control of all cardiac surgery patients in or outside of the ICU
2. 24/7 service coverage by mid level providers or the equivalent.
3. Commitment for new space and rebranding of cardiac surgery with a marketing budget approval by the Chief Executive.
4. We agree to hire a nurse (your choice) to run the minimally invasive cardiac surgery program.
5. Agree to replace the current bonus model with a contribution margin based redistribution model. This change will be explored at a volume threshold of 500 cases.
6. Build out of new OR
7. Provide \$600,000 for purpose of hiring other cardiovascular surgeons (either new or presently employed)
8. Control of cardiac perfusionists.
9. 3rd cardiac surgery OR with division volume greater than 700 cases.

Sincerely,



Michael Callum, MD

EXHIBIT 3

FIRST AMENDMENT TO
PHYSICIAN EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT entered into as of this the 1st day of November 2013 (the "Execution Date"), to be effective as of January 1, 2014 (the "First Amendment Effective Date"), by and between Steward Medical Group, Inc. ("SMG"), an affiliate of Steward Health Care System LLC ("Steward Health Care" or "Steward"), a Delaware limited liability company, and Arvind K. Agnihotri, M.D., an individual physician (the "Physician").

WHEREAS, Steward Medical Group, Inc. ("SMG") and Physician entered into a Physician Employment Agreement with an Effective Date of August 31, 2012 (the "Agreement"); and

WHEREAS, SMG and Physician mutually desire to amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

1. Exhibit A, Number 9 is hereby amended by deleting the Section in its entirety and inserting the following Section in its place and stead:

Incentive Compensation: Beginning January 1, 2014, Physician shall be entitled to receive Incentive Compensation of up to \$800,000 per year, during the remainder of the Initial Term, as described in Exhibit B.

2. Exhibit B is hereby deleted in its entirety and a new Exhibit B (Incentive Compensation) attached hereto as Attachment 1, is hereby added to the Agreement in its place and stead.

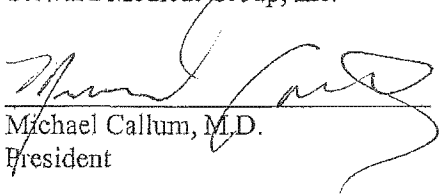
The remainder of the Agreement is hereby amended so as to give full force and effect to the foregoing. In all other respects not inconsistent herewith, the Agreement remains unchanged and in full force and effect.

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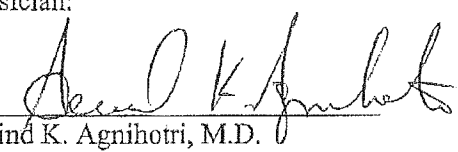
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Steward Medical Group, Inc.


Michael Callum, M.D.
President

Physician:


Arvind K. Agnihotri, M.D.

Clarification: The term of this agreement is 5 years. The last year will be January 1st 2017 through December 31, 2017. The fifth payment will be made in the first 90 days of 2018.

Initial: Arvind Agnihotri



Michael Callum



Attachment 1

Exhibit BIncentive Compensation

Beginning on January 1, 2014, Physician shall be entitled to receive Incentive Compensation of up to \$800,000 per year during the Initial Term. Physician shall receive as Incentive Compensation the amount listed below which corresponds to the number of surgical cardiovascular cases performed by the Division of Cardiac Surgery during each year of the Initial Term of the Agreement. For purposes of calculating Incentive Compensation, a "Surgical Cardiovascular Case" shall mean any surgical cardiac procedure performed by the Division of Cardiac Surgery involving the use of an operating room. Surgical Cardiovascular Cases shall be measured each year from January 1 to December 31. SMG shall make payments to the Physician in the applicable amount set forth below within 90 days after the end of the applicable year.

Surgical Cardiovascular Cases	Incentive Compensation
400	\$250,000
401	\$252,000
402	\$254,000
403	\$256,000
404	\$258,000
405	\$260,000
406	\$262,000
407	\$264,000
408	\$266,000
409	\$268,000
410	\$270,000
411	\$272,000
412	\$274,000
413	\$276,000
414	\$278,000
415	\$280,000
416	\$282,000
417	\$284,000
418	\$286,000
419	\$288,000
420	\$290,000
421	\$292,000
422	\$294,000
423	\$296,000

424	\$298,000
425	\$300,000
426	\$302,000
427	\$304,000
428	\$306,000
429	\$308,000
430	\$310,000
431	\$312,000
432	\$314,000
433	\$316,000
434	\$318,000
435	\$320,000
436	\$322,000
437	\$324,000
438	\$326,000
439	\$328,000
440	\$330,000
441	\$332,000
442	\$334,000
443	\$336,000
444	\$338,000
445	\$340,000
446	\$342,000
447	\$344,000
448	\$346,000
449	\$348,000
450	\$350,000
451	\$352,000
452	\$354,000
453	\$356,000
454	\$358,000
455	\$360,000
456	\$362,000
457	\$364,000
458	\$366,000
459	\$368,000
460	\$370,000
461	\$372,000
462	\$374,000
463	\$376,000
464	\$378,000

465	\$380,000
466	\$382,000
467	\$384,000
468	\$386,000
469	\$388,000
470	\$390,000
471	\$392,000
472	\$394,000
473	\$396,000
474	\$398,000
475	\$400,000
476	\$402,000
477	\$404,000
478	\$406,000
479	\$408,000
480	\$410,000
481	\$412,000
482	\$414,000
483	\$416,000
484	\$418,000
485	\$420,000
486	\$422,000
487	\$424,000
488	\$426,000
489	\$428,000
490	\$430,000
491	\$432,000
492	\$434,000
493	\$436,000
494	\$438,000
495	\$440,000
496	\$442,000
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514	\$471,000
515	\$472,500
516	\$474,000
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518	\$477,000
519	\$478,500
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521	\$481,500
522	\$483,000
523	\$484,500
524	\$486,000
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526	\$489,000
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531	\$496,500
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799	\$799,000
800	\$800,000

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EXHIBIT 4

SECOND AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of the 11 day of April, 2018 (the "Execution Date"), to be effective as of January 1, 2018 (the "Amendment Effective Date"), by and between **Steward Medical Group, Inc.**, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts ("SMG"), and **Arvind K. Agnihotri, M.D.**, an individual physician licensed to practice medicine in the Commonwealth of Massachusetts (the "Physician"). (SMG and the Physician shall each be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Physician and SMG entered into that certain Physician Employment Agreement effective as of August 31, 2012, as amended, supplemented or otherwise modified (the "Employment Agreement"), pursuant to which SMG employed Physician to provide certain clinical, educational, research, and/or medical-administrative services; and

WHEREAS, the Parties desire to amend the Employment Agreement to address certain matters that have arisen since the Effective Date of the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms that are not otherwise defined in this Amendment shall have the meaning given to such terms in the Employment Agreement.

2. Amendments. The following provisions of the Employment Agreement shall be amended as follows:

a. This Agreement will be extended for an additional five (5) years unless sooner terminated as provided in this Agreement.

b. Section 3.4 is deleted in its entirety and replaced with the following:

"Suspension; Opportunity to Cure. If SMG determines that the Physician has committed a breach of this Agreement, then SMG may, in its sole discretion, by written notice to the Physician describing the breach: (a) suspend the Physician with or without compensation for a specified period of time; or (b) provide the Physician with a specified period of time in which to cure the breach. Notwithstanding any provision of this Agreement to the contrary, if SMG suspends the Physician under this Section 3.4, then the Physician shall not be permitted to, and shall not, perform any services on behalf of SMG, an Assigned Hospital, or any other SMG affiliate during the period of suspension. SMG's right to impose suspensions or provide opportunities to cure breaches by the Physician as set forth in this Section 3.4 are within the sole discretion of SMG. The fact that SMG may implement such discretionary remedial options does not create the basis for the Physician to claim that the Physician has a right to any such options in lieu of termination."

c. **Section 8** is amended in its entirety and replaced with the following:

“Intentionally Omitted”.

d. **Exhibit A, Number 6** is deleted in its entirety and replaced with the following:

“6. Allocation of Professional Time: Clinical Services: 80%
Administrative Services: 20% (as further described in Exhibit E).”

e. **Exhibit A, Number 7** is deleted in its entirety and replaced with the following:

“7. Hours: Physician shall devote, on average, a minimum of forty (40) hours per week of Administrative Duties (as defined in Exhibit E) and scheduled professional services relating to treatment of patients or at the direction of SMG, of the Assigned Hospital(s).

For the purpose of this Agreement, full-time status means forty (40) hours of scheduled professional services and Administrative Duties per week.”

f. **Exhibit A, Number 8** is deleted in its entirety and replaced with the following:

“8. Base Compensation: Commencing on January 1, 2018, Physician shall receive an annual base compensation of \$900,000 which will be paid out on a bi-weekly basis as follows: (i) an annualized base clinical compensation of \$650,000; and (ii) an annualized amount of \$250,000 as consideration for the performance of the services described in Exhibit E.

For any renewal term(s), base compensation will be determined by mutual agreement of the parties, consistent with fair market value for Physician’s Specialty. In the event the Parties have not agreed to base compensation terms prior to any renewal term, the base compensation in place at the end of the prior renewal term shall continue in the following renewal term.”

g. **Exhibit A, Number 23** is deleted in its entirety and replaced with the following:

“23. Additional Terms: Notwithstanding Section 7.1 of the Employment Agreement or any other provision of this Agreement to the contrary, Physician shall retain all rights in intellectual property developed by Physician without the use of resources, sponsorship or support of SMG or Steward Health Care System and any of its subsidiaries (“Intellectual Property”).”

h. **Exhibit A** is amended by adding the following new **Section 25**:

“25. Quality Incentive: Commencing on January 1, 2019, Physician shall be eligible to receive up to \$300,000 as incentive compensation for meeting quality and efficiency metrics, which shall be agreed upon by the Parties and documented in an amendment to this Agreement prior to January 1, 2019.”

i. Commencing on January 1, 2019, **Exhibit B** is deleted in its entirety and replaced with a new **Exhibit B** attached hereto as **Attachment 1**.

j. **Exhibit D** is deleted in its entirety and replaced with the following:

“Intentionally Omitted.”

k. A new **Exhibit E** attached hereto as **Attachment 2** is incorporated into the Employment Agreement.

3. **Effect on the Employment Agreement; General Provisions.** Except as set forth in this Amendment, the terms and provisions of the Employment Agreement are hereby ratified and declared to be in full force and effect. Except as otherwise expressly set forth herein, this Amendment shall be governed by the provisions of the Employment Agreement including with respect to choice of law, disputes, and successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Other than the references to the Employment Agreement contained in the Recitals to this Amendment, each reference to the Employment Agreement and any agreement contemplated thereby or executed in connection therewith, whether or not accompanied by reference to this Amendment, shall be deemed a reference to the Employment Agreement as amended by this Amendment.

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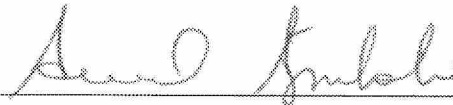
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

STEWARD MEDICAL GROUP, INC.

ARVIND K. AGNIHOTRI, M.D.



Name: Sanjay K. Shetty, M.D.
Title: President



ATTACHMENT 1**EXHIBIT B**

Commencing on January 1, 2019, Physician shall be entitled to receive Incentive Compensation of up to \$800,000 per year during the term of the Agreement. Physician shall receive as Incentive Compensation the amount listed below which corresponds to the number of surgical cardiovascular cases performed by the St. Elizabeth's Medical Center Division of Cardiac Surgery during each year during the term of this Agreement. For purposes of calculating Incentive Compensation, a "Surgical Cardiovascular Case" shall mean any surgical cardiac procedure performed by the Division of Cardiac Surgery involving the use of an operating room. Surgical Cardiovascular Cases shall be measured each year from January 1 to December 31. SMG shall make payments to the Physician in the applicable amount set forth below within 90 days after the end of the applicable year.

Surgical Cardiovascular Cases	Incentive Compensation
600	\$400,000
601	\$401,000
602	\$402,000
603	\$403,000
604	\$404,000
605	\$405,000
606	\$406,000
607	\$407,000
608	\$408,000
609	\$409,000
610	\$410,000
611	\$411,000
612	\$412,000
613	\$413,000
614	\$414,000
615	\$415,000
616	\$416,000
617	\$417,000
618	\$418,000
619	\$419,000
620	\$420,000
621	\$421,000
622	\$422,000

623	\$423,000
624	\$424,000
625	\$425,000
626	\$426,000
627	\$427,000
628	\$428,000
629	\$429,000
630	\$430,000
631	\$431,000
632	\$432,000
633	\$433,000
634	\$434,000
635	\$435,000
636	\$436,000
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659	\$459,000
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669	\$469,000
670	\$470,000
671	\$471,000
672	\$472,000
673	\$473,000
674	\$474,000
675	\$475,000
676	\$476,000
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ATTACHMENT 2

EXHIBIT E

ADMINISTRATIVE DUTIES AND RESPONSIBILITIES OF PHYSICIAN

SECTION 1

1.1 Administrative Duties. Physician hereby agrees to provide the following administrative and management services (the "Administrative Duties") as the System Chief of Cardiac Surgery for Steward Health Care System ("System Chief"):

The System Chief is accountable to the SMG President for professional and administrative activities within the division, including the quality of care rendered by the members of the division. The System Chief also assists the Department Chairs, hospitals and medical group administration in providing efficient, cost-effective and high quality patient care.

Specific Accountabilities

- Participation in planning, organizing and directing clinical, educational and research activities of the division and its members in accordance with the rules and regulations of the hospital and physician practice plan;
- Participation in administration of the division and cooperating with the nursing service, physician practice plan and hospital administration on matters that affect patient care and operational performance including:
 - Optimizing high-quality, cost effective patient care;
 - Coordinating call and vacation coverage to assure continuous, high-quality patient care;
 - Optimizing relationships among the hospital, practice plan and physician community including non-employed physician division members;
 - Providing personnel recommendations for both physician and non-physician employees;
 - Optimizing operational efficiency and financial performance of the associated hospital services; and
 - Optimizing supply chain management.
- Implementing policies and procedures that guide and support the delivery of high-quality care in a cost effective manner;
- Determining the qualifications and competency of divisional personnel who provide patient care services;
- Monitoring the professional performance of all members of the division and recommending and implementing corrective action when required;
- Continuously assessing and improving the care provided by division members;
- Enforcing corrective action when necessary in accordance with hospital and practice plan policy;
- Supervising the care provided by division members as needed;
- Recommending and monitoring the clinical privileges of all department members;

- Enforcing all the rules and regulations of the hospitals and practice plan and identifying remedial actions when necessary;
- Providing records of administrative time allocation as required for regulatory body reporting;
- Participating in performance reviews for division members; and
- Other reasonable duties that may be assigned by the SMG President from time to time.

1.2 Administrative Duties. The Physician shall devote in the aggregate a minimum of 8 hours per week to the performance of the Administrative Duties.

1.3 Documentation. Physician shall prepare and submit to SMG or the Assigned Hospital reports and records of such nature and in such form as SMG may reasonably request regarding provision of the Administrative Duties.

SECTION 2

2.1 Fee. SMG shall pay Physician as consideration in full for the Physician's provision and performance hereunder of the Administrative Duties a fee of Two Hundred Fifty Thousand Dollars (\$250,000) per year (the "Fee"). Physician understands and agrees that if the Physician ceases to provide the Administrative Duties for any reason, including termination of Physician's role as System Chief, SMG shall cease to pay the Fee.

SECTION 3

3.1 Termination of Administrative Duties. SMG may terminate Physician's role as System Chief (the "Termination") at any time upon the provision of notice of such termination to Physician. Except as otherwise set forth in Section 3.2 below, upon the Termination, neither Party shall have any further obligations regarding the provision or payment for the Administrative Duties.

3.2 Effect of Termination of Administrative Duties. The Physician agrees upon Termination, the Physician shall return to SMG, all reports, files, memoranda, records, computer equipment and software, credit cards, card key passes, door and file keys, computer access codes or disks and instructional manuals, and other physical or personal property which they received or prepared under and pursuant to the provision of the Administrative Duties, and shall not retain any copies, duplicates, reproductions or excerpts thereof without first obtaining the prior written consent of SMG.

EXHIBIT 5

THIRD AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of the 28 day of Jan, 2019 (the "Amendment Effective Date"), by and between **Steward Medical Group, Inc.**, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts ("SMG"), and **Arvind K. Agnihotri, M.D.**, an individual physician licensed to practice medicine in the Commonwealth of Massachusetts (the "Physician"). (SMG and the Physician shall each be referred to herein as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Physician and SMG entered into that certain Physician Employment Agreement effective as of August 31, 2012, as amended, supplemented or otherwise modified (the "Employment Agreement"), pursuant to which SMG employed Physician to provide certain clinical, educational, research, and/or medical-administrative services; and

WHEREAS, the Parties desire to amend the Employment Agreement to address certain matters that have arisen since the Effective Date of the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. All capitalized terms that are not otherwise defined in this Amendment shall have the meaning given to such terms in the Employment Agreement.

2. Amendments. The following provisions of the Employment Agreement shall be amended as follows:

a. Exhibit A, Number 9 is deleted in its entirety and replaced with the following:

9. Incentive Compensation	Commencing on January 1, 2019, Physician shall be eligible to receive up to \$700,000 per year as incentive compensation as set forth in <u>Exhibit B</u> .
---------------------------	---

b. Exhibit A, Number 25 is deleted in its entirety and replaced with the following:

25. Quality Incentive Compensation	Commencing on January 1, 2019, Physician shall be eligible to receive up to \$100,000 per year as quality incentive compensation as set forth in <u>Exhibit F</u> .
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c. Exhibit B is deleted in its entirety and replaced with a new Exhibit B attached hereto as Attachment 1.

d. A new Exhibit F attached hereto as Attachment 2 is incorporated into the Employment Agreement.

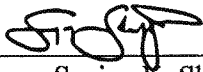
3. Effect on the Employment Agreement; General Provisions. Except as set forth in this Amendment, the terms and provisions of the Employment Agreement are hereby ratified and declared to be in full force and effect. Except as otherwise expressly set forth herein, this Amendment shall be governed by the provisions of the Employment Agreement including with respect to choice of law, disputes, and successors and assigns. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Other than the references to the Employment Agreement contained in the Recitals to this Amendment, each reference to the Employment Agreement and any agreement contemplated thereby or executed in connection therewith, whether or not accompanied by reference to this Amendment, shall be deemed a reference to the Employment Agreement as amended by this Amendment.

[Signature page follows]

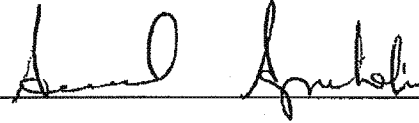
IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

STEWARD MEDICAL GROUP, INC.

ARVIND K. AGNIHOTRI, M.D.



Name: Sanjay K. Shetty, M.D.
Title: President



ATTACHMENT 1**EXHIBIT B**

Commencing on January 1, 2019, Physician shall be eligible to receive Incentive Compensation of up to \$700,000 per year during the term of this Agreement. Physician shall receive as Incentive Compensation the amount listed below which corresponds to the number of surgical cardiovascular cases performed by the St. Elizabeth's Medical Center Division of Cardiac Surgery during each year during the term of this Agreement. For purposes of calculating Incentive Compensation, a "Surgical Cardiovascular Case" shall mean any surgical cardiac procedure performed by the Division of Cardiac Surgery involving the use of an operating room. Surgical Cardiovascular Cases shall be measured each year from January 1 to December 31. SMG shall make payments to the Physician in the applicable amount set forth below within ninety (90) days after the end of the applicable year.

Surgical Cardiovascular Cases	Incentive Compensation
600	\$ 500,000.00
601	\$ 501,000.00
602	\$ 502,000.00
603	\$ 503,000.00
604	\$ 504,000.00
605	\$ 505,000.00
606	\$ 506,000.00
607	\$ 507,000.00
608	\$ 508,000.00
609	\$ 509,000.00
610	\$ 510,000.00
611	\$ 511,000.00
612	\$ 512,000.00
613	\$ 513,000.00
614	\$ 514,000.00
615	\$ 515,000.00
616	\$ 516,000.00
617	\$ 517,000.00
618	\$ 518,000.00
619	\$ 519,000.00
620	\$ 520,000.00
621	\$ 521,000.00
622	\$ 522,000.00
623	\$ 523,000.00

624	\$ 524,000.00
625	\$ 525,000.00
626	\$ 526,000.00
627	\$ 527,000.00
628	\$ 528,000.00
629	\$ 529,000.00
630	\$ 530,000.00
631	\$ 531,000.00
632	\$ 532,000.00
633	\$ 533,000.00
634	\$ 534,000.00
635	\$ 535,000.00
636	\$ 536,000.00
637	\$ 537,000.00
638	\$ 538,000.00
639	\$ 539,000.00
640	\$ 540,000.00
641	\$ 541,000.00
642	\$ 542,000.00
643	\$ 543,000.00
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653	\$ 553,000.00
654	\$ 554,000.00
655	\$ 555,000.00
656	\$ 556,000.00
657	\$ 557,000.00
658	\$ 558,000.00
659	\$ 559,000.00
660	\$ 560,000.00
661	\$ 561,000.00
662	\$ 562,000.00
663	\$ 563,000.00
664	\$ 564,000.00
665	\$ 565,000.00
666	\$ 566,000.00

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667	\$ 567,000.00
668	\$ 568,000.00
669	\$ 569,000.00
670	\$ 570,000.00
671	\$ 571,000.00
672	\$ 572,000.00
673	\$ 573,000.00
674	\$ 574,000.00
675	\$ 575,000.00
676	\$ 576,000.00
677	\$ 577,000.00
678	\$ 578,000.00
679	\$ 579,000.00
680	\$ 580,000.00
681	\$ 581,000.00
682	\$ 582,000.00
683	\$ 583,000.00
684	\$ 584,000.00
685	\$ 585,000.00
686	\$ 586,000.00
687	\$ 587,000.00
688	\$ 588,000.00
689	\$ 589,000.00
690	\$ 590,000.00
691	\$ 591,000.00
692	\$ 592,000.00
693	\$ 593,000.00
694	\$ 594,000.00
695	\$ 595,000.00
696	\$ 596,000.00
697	\$ 597,000.00
698	\$ 598,000.00
699	\$ 599,000.00
700	\$ 600,000.00
701	\$ 601,000.00
702	\$ 602,000.00
703	\$ 603,000.00
704	\$ 604,000.00
705	\$ 605,000.00
706	\$ 606,000.00
707	\$ 607,000.00
708	\$ 608,000.00
709	\$ 609,000.00

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710	\$ 610,000.00
711	\$ 611,000.00
712	\$ 612,000.00
713	\$ 613,000.00
714	\$ 614,000.00
715	\$ 615,000.00
716	\$ 616,000.00
717	\$ 617,000.00
718	\$ 618,000.00
719	\$ 619,000.00
720	\$ 620,000.00
721	\$ 621,000.00
722	\$ 622,000.00
723	\$ 623,000.00
724	\$ 624,000.00
725	\$ 625,000.00
726	\$ 626,000.00
727	\$ 627,000.00
728	\$ 628,000.00
729	\$ 629,000.00
730	\$ 630,000.00
731	\$ 631,000.00
732	\$ 632,000.00
733	\$ 633,000.00
734	\$ 634,000.00
735	\$ 635,000.00
736	\$ 636,000.00
737	\$ 637,000.00
738	\$ 638,000.00
739	\$ 639,000.00
740	\$ 640,000.00
741	\$ 641,000.00
742	\$ 642,000.00
743	\$ 643,000.00
744	\$ 644,000.00
745	\$ 645,000.00
746	\$ 646,000.00
747	\$ 647,000.00
748	\$ 648,000.00
749	\$ 649,000.00
750	\$ 650,000.00
751	\$ 651,000.00
752	\$ 652,000.00

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753	\$ 653,000.00
754	\$ 654,000.00
755	\$ 655,000.00
756	\$ 656,000.00
757	\$ 657,000.00
758	\$ 658,000.00
759	\$ 659,000.00
760	\$ 660,000.00
761	\$ 661,000.00
762	\$ 662,000.00
763	\$ 663,000.00
764	\$ 664,000.00
765	\$ 665,000.00
766	\$ 666,000.00
767	\$ 667,000.00
768	\$ 668,000.00
769	\$ 669,000.00
770	\$ 670,000.00
771	\$ 671,000.00
772	\$ 672,000.00
773	\$ 673,000.00
774	\$ 674,000.00
775	\$ 675,000.00
776	\$ 676,000.00
777	\$ 677,000.00
778	\$ 678,000.00
779	\$ 679,000.00
780	\$ 680,000.00
781	\$ 681,000.00
782	\$ 682,000.00
783	\$ 683,000.00
784	\$ 684,000.00
785	\$ 685,000.00
786	\$ 686,000.00
787	\$ 687,000.00
788	\$ 688,000.00
789	\$ 689,000.00
790	\$ 690,000.00
791	\$ 691,000.00
792	\$ 692,000.00
793	\$ 693,000.00
794	\$ 694,000.00
795	\$ 695,000.00

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796	\$ 696,000.00
797	\$ 697,000.00
798	\$ 698,000.00
799	\$ 699,000.00
800	\$ 700,000.00

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ATTACHMENT 2**EXHIBIT F**

Commencing on January 1, 2019, each fiscal year Physician shall be eligible to receive quality Incentive Compensation of up to \$100,000 based upon the achievement of the performance metrics by the St. Elizabeth's Medical Center Division of Cardiac Surgery and calculated using the methodology outlined below in **Table 1**. SMG and Physician shall review the performance metrics and the amount of quality Incentive Compensation on an annual basis and, if applicable, shall mutually agree upon revised performance metrics and the weighting thereof and the amount of quality Incentive Compensation in writing prior to the beginning of the applicable fiscal year in which the performance metrics will be effective and, in any event, which shall apply prospectively. SMG shall pay Physician quality Incentive Compensation, if applicable, in accordance with this **Exhibit F** within ninety (90) days of the end of each fiscal year.

Table 1

Performance Metric	Target Metric	Category	Percentage of Total Potential Incentive Compensation
STS Isolated CABG procedures in hospital mortality rates	≤ STS "Like Group" for most recently available reporting period	Quality	20%
STS Isolated CABG procedures and operative mortality rates	≤ STS "Like Group" for most recently available reporting period	Quality	20%
STS Isolated CABG procedures any complications	≤ STS "Like Group" for most recently available reporting period	Quality	20%
Total ventilation hours for Isolated CABG procedures	≤ STS "Like Group" for most recently available reporting period	Quality	20%

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Isolated CABG procedures smoking cessation counseling	\geq STS "Like Group" for most recently available reporting period	Quality	20%
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EXHIBIT 6



June ____, 2022

Sent Via FedEx

Arvind Agnihotri, M.D.
[REDACTED]

Re: Fourth Amendment to That Physician Employment Agreement, as amended, supplemented, or otherwise modified (the "Employment Agreement"), dated August 31, 2012, by and between Steward Medical Group, Inc. ("SMG") and Arvind Agnihotri, M.D. (the "Physician").

Dear Dr. Agnihotri:

I am writing regarding certain recent changes to your Employment Agreement.

I. System Chief of Cardiac Surgery ("System Chief") – Exhibit E

As follow up to your meeting with Roger Mitty and John Rampone on March 28, 2022, this letter amendment is to memorialize the parties' agreement that as of April 1, 2022, your Administrative Duties as System Chief were terminated and that neither party has any continuing rights or obligations under Exhibit E of the Employment Agreement, except to the extent the same survive termination under the terms of the Employment Agreement. Notwithstanding the foregoing, it recently came to our attention that despite the fact that you have not been providing System Chief services, you have continued to receive payment for this administrative role in error since April 1, 2022. We will follow up under separate cover to discuss a mutually agreeable repayment plan.

While we are terminating this role as of April 1, 2022, we understand that performance of these services may have ceased earlier this year, and SMG is performing an ongoing review of documentation related to your Administrative Duties prior to April 1, 2022. We will follow up under separate cover, as necessary.

II. Incentive Compensation for System Chief – Exhibits B and F

As you are aware, Incentive Compensation associated with the System Chief position is included in Exhibits B and F to the Employment Agreement. By your acknowledgment below, effective as of April 1, 2022, Exhibits B and F are each deleted in their entirety from the Employment Agreement and replaced with "Intentionally Omitted".

III. Leave of Absence

This is to memorialize that you received a paid leave of absence from September 13, 2021 to January [3],

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2022. SMG is reconciling its records to confirm that you had sufficient PTO and sick time banked to cover this paid leave. We will follow up under separate cover to the extent a deficiency is identified.

Notwithstanding this letter amendment, the remainder of the Employment Agreement remains unchanged and in full force and effect.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy M. Guay', with a long horizontal flourish extending to the right.

Amy M. Guay
President, Steward Medical Group, Inc.

Acknowledged and Agreed to by:

Arvind Agnihotri, M.D.

EXHIBIT 7

FIFTH AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT TO PHYSICIAN EMPLOYMENT AGREEMENT (this “Fifth Amendment”) is made and entered into as of the 16th day of June, 2022 (the “Execution Date”), to be effective as of April 1, 2022 (the “Amendment Effective Date”), by and between **Steward Medical Group, Inc.**, a non-profit corporation organized under the laws of the Commonwealth of Massachusetts (“Employer”), and **Arvind K. Agnihotri, M.D.**, an individual physician licensed to practice medicine in the Commonwealth of Massachusetts (the “Physician”). (Employer and the Physician shall each be referred to herein as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the Physician and Employer entered into that certain Physician Employment Agreement effective as of August 31, 2012, as amended, supplemented or otherwise modified (the “Employment Agreement”), pursuant to which Employer employed Physician to provide certain clinical, educational, research, and/or medical-administrative services; and

WHEREAS, the Parties desire to amend the Employment Agreement to address certain matters that have arisen since the Effective Date of the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

1. **Defined Terms**. All capitalized terms that are not otherwise defined in this Fifth Amendment shall have the meaning given to such terms in the Employment Agreement.

2. **Amendments**. The following provisions of the Employment Agreement shall be amended as follows:

a. **Exhibit A, Number 6** is deleted in its entirety and replaced with the following:

6. Allocation of Professional Time: Clinical Services: 100%

3. **Exhibit A, Number 7** is deleted in its entirety and replaced with the following:

7. Hours: Physician shall devote, on average, a minimum of forty (40) hours per week of scheduled professional services relating to treatment of patients or at the direction of Employer, of the Assigned Hospital(s).

4. **Exhibit A, Number 8** is deleted in its entirety and replaced with the following:

8. Base Compensation: Physician shall receive an annual base compensation of \$856,800 (“Base Compensation”) which will be paid out on a bi-weekly basis.

For any renewal term(s), Base Compensation will be determined by mutual agreement of the parties, consistent with fair market value for Physician’s Specialty. In the event the Parties have not agreed to Base Compensation terms prior to any renewal term, the Base Compensation in place at the end of the prior term or renewal term, as applicable, shall continue in the following renewal term.

- b. **Exhibit A, Number 9** is deleted in its entirety and replaced with the following:

9. Incentive
Compensation:

Physician is eligible to receive Incentive Compensation calculated as described below. This Section will apply to the Employer fiscal year as established from time to time. Currently, Employer's fiscal year is the calendar year.

In any given fiscal year, Employer shall calculate the number of work RVUs ("wRVUs") for personally performed professional services. Any wRVU credit is earned based on reimbursable or "netted" wRVUs, which shall have the values established for Calendar Year 2020 by the Centers for Medicare and Medicaid Services ("CMS") Physician Fee Schedule ("PFS") relative value files. Accordingly, wRVUs will not be credited to the Physician in the event that claims related to a service performed by Physician are rejected by a Payor based on an asserted action or inaction of the Physician that fails to comply with the Payor's billing requirements or other applicable guidelines governing the provision of or billing for services. Moreover, Physician shall receive partial wRVU credit in the event of a modifier adjustment applied by a third party payor in accordance with nationally recognized payor rules and local payor determinations. By way of clarification, any designated health services or other services performed under the physician's supervision and/or billed to Medicare under the Physician's NPI on an "incident to" basis are not personally performed by the Physician and, therefore, any wRVUs associated with such services are excluded from Physician's Compensation.

If in any given fiscal year, the netted wRVUs as described above exceed 9,240 (the "wRVU Threshold"), Physician shall receive a rate of \$60.00 multiplied by the number of wRVUs earned (as described above) in excess of the wRVU Threshold.

Employer shall review the wRVU Threshold on an annual basis and may adjust the wRVU Threshold from year to year. Employer shall notify Physician of any change to the wRVU Threshold prior to the beginning of the fiscal year in which the change shall apply. Notwithstanding the foregoing or anything herein to the contrary, in the event that a change in applicable law, rule, or regulation is enacted or issued subsequent to the Execution Date, and such change would materially impact or alter the amount of Incentive Compensation payable to Physician under this Section, Employer may in its sole discretion and upon notice to Physician, adjust the above-stated rate by which earned wRVUs in excess of the wRVU Threshold are multiplied to determine Physician's Incentive Compensation.

Employer shall pay Physician Incentive Compensation, if applicable, in accordance with the formula set forth above within one hundred eighty (180) days of the end of each fiscal year.

The Physician must be employed by Employer at the time of the Incentive Compensation payment, as applicable, in order to receive any payment under this Section. In addition, Physician must annually complete all Trainings in

order to be eligible to receive any payment under this Section.

Notwithstanding the foregoing or any other provision herein to the contrary, in no event will Physician receive Compensation which exceeds fair market value for the Specialty. "Compensation" means Physician's Base Compensation together with Physician's Incentive Compensation as described above, and any other compensation provided to Physician under this Agreement.

c. For purposes of clarity, pursuant to that certain Fourth Amendment, Exhibit A, Number 25: Quality Incentive Compensation is deleted in its entirety and replaced with the following:

"Intentionally Omitted."

d. Exhibit A is amended by adding the following new Number 26:

26. Compensation for National Director of Quality, Cardiac Surgery Consultative Services:

At the request of Employer, Physician shall receive \$325.00 per hour for consultative services as National Director of Quality, Cardiac Surgery ("Consultative Services") as follows:

Physician hereby agrees to provide the following administrative and management services as the Steward Medical Group National Director of Quality, Cardiac Surgery on a consultative basis. The parties agree that Physician is not authorized to provide Consultative Services without express direction from SMG senior leadership and shall be directly accountable to the SMG President.

Activities Include:

- Assist the Department Chairs, regional hospitals, and medical group administration in providing high-quality, efficient, and cost-effective, patient care.
- Attend Service Line Leader meetings to discuss strategies, initiatives, and policies.
- Provide specific leadership and help communicate the importance of high-quality clinical care, compliance, and patient outcomes.
- Engage with hospital leadership teams across multiple markets with regards to ensuring that clinical quality is meeting or exceeding system expectations.

Physician Relationships:

- Establish relationships with all SMG providers in cardiac surgery and related specialties
- Maintain open communication with all SMG providers. This includes, and is not limited to, sharing updates about SMG and specialty initiatives regarding clinical quality, being available for feedback, listening to concerns, and resolving issues when appropriate.

Operational/Strategic:

- Evaluate current staffing models within each Steward Medical Group market and make recommendations on how to appropriately staff each market to ensure better patient outcomes/clinical quality.
- As requested, facilitates alignment between improvement initiatives and the organizations strategic plan; execution of the strategies and tactic necessary

to successfully improve the outcomes and results of the services.

- Focuses on better healthcare value and quality, including the improvement of clinical outcomes, patient experience, patient safety, costs, revenue, productivity, efficiency, employee and physician satisfaction, and process reliability.
- Assists in the establishment of operational performance measurements and the monitoring of trends in key performance indicators to evaluate effectiveness, reliability, efficiency, etc. using available information systems data. Where other data is necessary but not readily available, will design and implement appropriate data collection. Uses data from appropriate external sources, including comparative databases.
- Monitor capacity/needs throughout system to assess recruitment needs, re-deployments, regionalization, or terminations. Contribute to Enterprise Policies & Procedures relevant to Service Line Specialties.
- Serve as a clinical expert/mentor for leadership across system, including SHCN affiliated practices, regarding inpatient clinical issues and other issues of concern related to Service Line (e.g., regulatory, legal/malpractice) and clinical best practices.

Physician shall submit time sheets to Employer for review and approval in substantially the form and manner attached hereto as Attachment 1, or such other form and manner as Employer may reasonably request, within 10 days after the end of the calendar month in which the Consultative Services were provided. Employer shall have the right to accept and/or reject submitted time sheets not later than the last day of the month in which it receives the time sheets from the Physician. Payment, if applicable, shall be made the following pay period after Employer's approval of Physician's time sheets. Notwithstanding anything to the contrary herein, Employer shall be under no obligation to pay for inadequately documented Consultative Services.

e. For purposes of clarity, pursuant to that certain Fourth Amendment, Exhibit B: Incentive Compensation is deleted in its entirety and replaced with the following:

"Intentionally Omitted."

f. For purposes of clarity, pursuant to that certain Fourth Amendment, Exhibit E: System Chief Administrative Duties and Responsibilities of Physician is deleted in its entirety and replaced with the following:

"Intentionally Omitted."

g. For purposes of clarity, pursuant to that certain Fourth Amendment, Exhibit F: Quality Incentive Compensation is deleted in its entirety and replaced with the following:

"Intentionally Omitted."

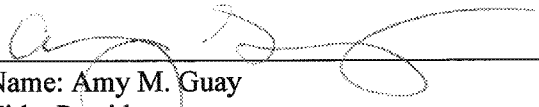
5. Effect on the Employment Agreement; General Provisions. Except as set forth in this Fifth Amendment, the terms and provisions of the Employment Agreement are hereby ratified and declared to be in full force and effect. Except as otherwise expressly set forth herein, this Fifth Amendment shall be governed by the provisions of the Employment Agreement including with respect to choice of law, disputes, and successors and assigns. This Fifth Amendment may be executed in one or

more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Other than the references to the Employment Agreement contained in the Recitals to this Fifth Amendment, each reference to the Employment Agreement and any agreement contemplated thereby or executed in connection therewith, whether or not accompanied by reference to this Fifth Amendment, shall be deemed a reference to the Employment Agreement as amended by this Fifth Amendment.

IN WITNESS WHEREOF, the Parties have executed this Fifth Amendment as of the date first above written.

STEWARD MEDICAL GROUP, INC.

ARVIND K. AGNIHOTRI, M.D.



Name: Amy M. Guay
Title: President



EXHIBIT 8

Message

From: Arvind Agnihotri [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=5506187E23ED431C86ADE66DC4138E29-ARVIND AGNIHOTRI]
Sent: 2/24/2014 10:13:13 AM
To: Michael Callum [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=8a66b932ba1045ada9f2acd0147a4bda-Michael Callum]
Subject: 2013 Incentive
Attachments: CardioThoracic Cases CY 2013.pdf

Hi Mike,

I know the incentive comp is in the works right now. Just to make sure we are on the same page, I have documented 532 cases performed in 2013(see attached). That would come to \$498K. Let me know if there is a discrepancy as I would like to address it ahead of time. As you may remember, we intentionally left the definition of a "case" very broad : "any surgical procedure performed by the Division of Cardiac surgery involving the use of an operation room." I attached a summary of cases performed by George and I. I have a case log list if needed.

Thanks,

Arvind

Arvind K. Agnihotri, MD
Chief, Cardiac Surgery
Steward Center for Advanced Cardiac Surgery at
St. Elizabeth's Medical Center
[REDACTED]

SEMC

Cardiothoracic Surgical Cases

Jan - Dec 2013

	<u>Agnihotri</u>	<u>Tollis</u>	<u>Total</u>
Cardiac	253	271	524
Thoracic	4	4	8
Total	257	275	532

Source: Meditech Report "Surgeon Statistics by Procedure Group"

***Note: Two cases for Agnihotri were coded incorrectly in the Meditech report, one case was coded to Plastics and one case was coded to Vascular, both of these are included in the Cardiac Total

EXHIBIT 9

Message

Sent: 3/13/2015 2:26:19 PM
To: Michael Callum [/o=ExchangeLabs/ou=Exchange Administrative Group
(FYDIBOHF23SPDLT)/cn=Recipients/cn=8a66b932ba1045ada9f2acd0147a4bda-Michael Callum]
Subject: 2014 Cardiac Surgery
Attachments: OR Cases By Specialty by Surgeon Dec 2014.xlsx


Mike,

I have been looking for a chance to talk to you about some issues. Let me know when there is a good time.

I am attaching the 2014 statistics for cardiac surgery. Stanley only did 29 cases his first three months, which is below the threshold for any bonus. The service did 537 cases, which I think is remarkable given George's departure and all the changes. I did way too many cases myself, but hopefully that will even out over time. Per our agreement, I am expecting \$505,500 in incentive compensation which is due within 90 days after the end of year – by the end of the month.

Thanks,

Arvind

Arvind K. Agnihotri, MD
Chief, Cardiac Surgery
Steward Center for Advanced Cardiac Surgery at
St. Elizabeth's Medical Center


This document is being produced natively.

SEMC - OR Cases by Speciality by Surgeon

December 2014

December 2014	CURRENT MONTH					YEAR-TO-DATE				
	Actual		Budget	Prior Yr		Actual		Budget	Prior Yr	
	2014	2014	Var	2013	Var	2014	2014	Var	2013	Var
	CM	CM	CM	CM	CM	YTD	YTD	YTD	YTD	YTD
CARDIOTHORACIC	49	50	(1)	40	9	537	590	(53)	524	13
ENT	54	61	(7)	59	(5)	627	712	(85)	666	(39)
GENERAL SURGERY	123	126	(3)	96	27	1,434	1,505	(71)	1,394	40
GASTROENTEROLOGY	1	-	1	-	1	8	-	8	1	7
GYNECOLOGY	67	67	-	45	22	678	789	(111)	758	(80)
NEUROSURGERY	13	25	(12)	15	(2)	213	301	(88)	208	5
OPHTHALMOLOGY	-	3	(3)	5	(5)	3	36	(33)	77	(74)
ORTHOPEDICS	62	95	(33)	95	(33)	1,064	1,135	(71)	1,021	43
PAIN	-	1	(1)	-	-	21	14	7	12	9
PLASTICS	35	39	(4)	43	(8)	493	466	27	479	14
PODIATRY	40	43	(3)	40	-	444	507	(63)	472	(28)
PULMONARY	13	13	-	7	6	178	151	27	131	47
THORACIC	9	4	5	4	5	80	66	14	77	3
UROLOGY	93	99	(6)	92	1	1,124	1,166	(42)	1,108	16
VASCULAR	20	30	(10)	27	(7)	318	368	(50)	310	8
TOTAL MAJOR SURGERY	579	656	(77)	568	11	7,222	7,806	(584)	7,238	(16)
TOTAL MINOR SURGERY	6	8	(2)	9	(3)	159	195	(36)	198	(39)
TOTAL SURGICAL PROCEDURES	585	664	(79)	577	8	7,381	8,001	(620)	7,436	(55)

SEMC - OR Cases by Speciality by Surgeon

December 2014

December 2014	CURRENT MONTH					YEAR-TO-DATE				
	Actual		Budget	Prior Yr		Actual		Budget	Prior Yr	
	2014	2014	Var	2013	Var	2014	2014	Var	2013	Var
	CM	CM	CM	CM	CM	YTD	YTD	YTD	YTD	YTD

SEMC - OR Cases by Speciality by Surgeon

December 2014

December 2014	CURRENT MONTH					YEAR-TO-DATE				
	Actual		Budget	Prior Yr		Actual		Budget	Prior Yr	
	2014	2014	Var	2013	Var	2014	2014	Var	2013	Var
	CM	CM	CM	CM	CM	YTD	YTD	YTD	YTD	YTD
Al-Jamal,John H MD	-	2	(2)	-	-	-	15	(15)	6	(6)
Bayer-Zwirello,Lucy MD	2	-	2	1	1	4	-	4	1	3
Boudreau,Nicole MD	-	-	-	1	(1)	7	15	(8)	14	(7)
Callahan,William J. MD	1	3	(2)	-	1	27	30	(3)	28	(1)
Chaudhury,Anjan K. MD	-	-	-	-	-	-	-	-	5	(5)
Chow,Rosana P. MD	3	3	-	2	1	15	46	(31)	30	(15)
Chun,Byungyol MD	-	3	(3)	-	-	7	39	(32)	32	(25)
Clough,Melissa J MD (mead)	-	1	(1)	-	-	-	11	(11)	10	(10)
Cook,Maureen MD	2	3	(1)	1	1	31	39	(8)	12	19
Daly,Brien MD	6	8	(2)	4	2	43	88	(45)	38	5
Falzon-Kirby,Maria D. MD	3	3	-	2	1	48	31	17	33	15
Jackson,Helen T MD	-	1	(1)	-	-	6	8	(2)	8	(2)
Kelley,Edward C. MD	-	-	-	-	-	-	-	-	3	(3)
Kovacs, Zsuzsa MD	1	-	1	-	1	1	-	1	-	1
Lemaitre,Kathleen MD	2	3	(1)	-	2	27	32	(5)	31	(4)
Lieman,Joelle M MD	-	2	(2)	-	-	-	21	(21)	17	(17)
Marshall,Katherine A MD	1	2	(1)	2	(1)	11	13	(2)	13	(2)
Matta,Katherine D. MD	8	9	(1)	-	8	68	101	(33)	44	24
Morais,Isabel MD	4	-	4	-	4	16	-	16	-	16
Noel,Jean W MD	6	3	3	2	4	73	36	37	36	37
Poley,Karen MD	2	2	-	-	2	20	30	(10)	26	(6)
Steller,Michael MD	16	11	5	16	-	179	140	39	141	38
Testa,Enrique MD	3	2	1	6	(3)	37	31	6	40	(3)
Tran,Lan MD	-	-	-	-	-	-	1	(1)	1	(1)
Zinaman,Michael J. MD	-	-	-	6	(6)	-	-	-	184	(184)
GYNECOLOGY	67	67	-	45	22	678	789	(111)	758	(80)
Gutting,Stephen M MD	12	21	(9)	15	(3)	211	251	(40)	208	3
Johnson,Mark D MD	1	-	1	-	1	2	-	2	-	2
NEUROSURGERY	13	25	(12)	15	(2)	213	301	(88)	208	5
Eisenberg,David E. MD	-	2	(2)	5	(5)	2	19	(17)	38	(36)
Hu,Daniel MD	-	-	-	-	-	-	-	-	5	(5)
Kaufman,Kevin J MD	-	-	-	-	-	1	1	-	1	-
Urman,Sergey M MD	-	1	(1)	-	-	-	16	(16)	33	(33)
OPHTHALMOLOGY	-	3	(3)	5	(5)	3	36	(33)	77	(74)
Archibald,Jason MD	-	-	-	-	-	-	-	-	1	(1)

SEMC - OR Cases by Speciality by Surgeon

December 2014

December 2014	CURRENT MONTH					YEAR-TO-DATE				
	Actual		Budget	Prior Yr		Actual		Budget	Prior Yr	
	2014	2014	Var	2013	Var	2014	2014	Var	2013	Var
	CM	CM	CM	CM	CM	YTD	YTD	YTD	YTD	YTD
Agrawal,Kshitijkumar	10	12	(2)	8	2	144	150	(6)	18	126
Chase,Joseph E. MD	-	9	(9)	11	(11)	12	107	(95)	107	(95)
English,Diane M. MD	11	16	(5)	23	(12)	177	189	(12)	219	(42)
Feldon,Paul G. MD	3	8	(5)	5	(2)	74	91	(17)	86	(12)
Glazer,Paul A MD	-	2	(2)	-	-	42	20	22	17	25
Kimball,Hervey L MD	1	2	(1)	5	(4)	23	30	(7)	32	(9)
Martinez,Federico MD	17	20	(3)	16	1	275	243	32	199	76
Murzic,William J MD	-	1	(1)	2	(2)	3	15	(12)	17	(14)
Nascimento,Robert J. MD	19	21	(2)	23	(4)	292	251	41	286	6
Perryman,Jonathan MD	-	1	(1)	-	-	-	6	(6)	5	(5)
Ritter,John S MD	1	3	(2)	2	(1)	22	33	(11)	34	(12)
ORTHOPEDICS	62	95	(33)	95	(33)	1,064	1,135	(71)	1,021	43
Gerges,Frederic MD	-	1	(1)	-	-	19	14	5	12	7
Novak,Gordon MD	-	-	-	-	-	2	-	2	-	2
PAIN	-	1	(1)	-	-	21	14	7	12	9
DelVecchio,Daniel A. MD	14	13	1	18	(4)	217	158	59	168	49
Silverman,Richard MD	11	13	(2)	12	(1)	115	149	(34)	147	(32)
Volpe,George MD	10	13	(3)	13	(3)	161	159	2	164	(3)
PLASTICS	35	39	(4)	43	(8)	493	466	27	479	14
Campo,Frank DPM	-	1	(1)	-	-	6	8	(2)	8	(2)
Hartigan, Joseph A. DPM	-	1	(1)	1	(1)	1	10	(9)	7	(6)
Kittay,Jeffrey M. DPM	-	-	-	-	-	3	1	2	1	2
Leavitt,Kenneth DPM	-	-	-	-	-	2	1	1	1	1
Manolian,Richard DPM	-	1	(1)	-	-	4	6	(2)	5	(1)
Marcoux,John T DPM	17	17	-	14	3	159	203	(44)	181	(22)
Phillips,Alfred J DPM	23	23	-	25	(2)	265	276	(11)	267	(2)
Stewart,James P. DPM	-	-	-	-	-	2	2	-	2	-
Vasserman,Irina DPM	-	-	-	-	-	2	-	2	-	2
PODIATRY	40	43	(3)	40	-	444	507	(63)	472	(28)
Ernst,Armin MD	-	-	-	-	-	-	-	-	4	(4)
Rafeq,Samaan MD	13	13	-	7	6	178	151	27	127	51
PULMONARY	13	13	-	7	6	178	151	27	131	47
Anderson,Timothy M MD	-	-	-	-	-	3	9	(6)	8	(5)
Agnihotri,Arvind MD	-	-	-	-	-	-	-	-	4	(4)
Donahue,Dean Michael MD	-	1	(1)	-	-	11	16	(5)	13	(2)

SEMC - OR Cases by Speciality by Surgeon

December 2014

December 2014	CURRENT MONTH					YEAR-TO-DATE				
	Actual		Budget	Prior Yr		Actual		Budget	Prior Yr	
	2014	2014	Var	2013	Var	2014	2014	Var	2013	Var
	CM	CM	CM	CM	CM	YTD	YTD	YTD	YTD	YTD
Gaissert, Henning	-	2	(2)	2	(2)	22	26	(4)	21	1
Lanuti,Michael MD	3	1	2	1	2	7	10	(3)	8	(1)
Tolis Jr,George MD.	-	-	-	-	-	-	-	-	4	(4)
Wain,John MD	6	-	6	-	6	16	-	16	-	16
Wright,Cameron D	-	-	-	1	(1)	21	5	16	19	2
THORACIC	9	4	5	4	5	80	66	14	77	3
Callum,Michael G. MD	-	-	-	-	-	1	-	1	-	1
Chudnovsky,Aleksander MD	-	-	-	-	-	2	2	-	2	-
Hemani,Micah MD	-	3	(3)	-	-	13	27	(14)	24	(11)
Kaleli,Adnan MD	-	-	-	-	-	-	1	(1)	1	(1)
Kotkin,Leonid MD	12	10	2	10	2	119	121	(2)	124	(5)
Mitcheson,H David MD	16	15	1	21	(5)	244	186	58	192	52
Pang,Alexander MD	2	2	-	-	2	14	12	2	11	3
Staskin,David MD	6	6	-	5	1	58	70	(12)	64	(6)
Tomera,Kevin M. MD	15	17	(2)	18	(3)	162	192	(30)	176	(14)
Tuerk,Ingolf A. MD	34	36	(2)	33	1	411	435	(24)	401	10
Williams,Persis Oneeka MD	8	10	(2)	5	3	100	120	(20)	113	(13)
UROLOGY	93	99	(6)	92	1	1,124	1,166	(42)	1,108	16
Campbell,David R. MD	-	1	(1)	-	-	6	16	(10)	13	(7)
Kansal,Nikhil MD	4	7	(3)	2	2	72	83	(11)	47	25
Pomposelli, Frank MD	5	10	(5)	9	(4)	85	125	(40)	118	(33)
Prushik,Scott G MD	11	12	(1)	16	(5)	155	144	11	131	24
Siddiqui,Aqeel MD	-	-	-	-	-	-	-	-	1	(1)
VASCULAR	20	30	(10)	27	(7)	318	368	(50)	310	8
TOTAL MAJOR SURGERY	579	656	(77)	568	11	7,222	7,806	(584)	7,238	(16)
TOTAL MINOR SURGERY	6	8	(2)	9	(3)	159	195	(36)	198	(39)
TOTAL SURGICAL PROCEDURES	585	664	(79)	577	8	7,381	8,001	(620)	7,436	(55)

EXHIBIT 10

Exhibit 10

Examples of Certifications on Enrollment and Re-Enrollment Applications that SEMC and SMG Submitted to Medicare Concerning Compliance with the Stark Law

Application Identifier	CMS Form	Date received by Medicare Administrative Contractor	Steward Entity	Identification Number	Certification Signatory(ies)	Date of Signature
Tracking ID: T051120180002422	855A	5.14.2018	SEMC	NPI: 1720390289	John M. Doyle, Wylie Jean Winters Jr., Paula Wyman	6.1.2018, 5.17.2018, 5.14.2018
Tracking ID: T122820180001055	855A	12.28.2019	SEMC	NPI: 1720390289	John M. Doyle	12.28.2018
Tracking ID: T052320190002903	855A	5.29.2019	SEMC	NPI: 1720390289	Paula Wyman, John M. Doyle	5.29.2019, 5.30.2019
961325410117	855B	9.11.2013	SMG	PTAN: 001849903	Christine M. Rogers	9.5.2013
961325410209	855B	9.16.2013	SMG	PTAN: 001849903	Christine M. Rogers	9.11.2013
241401332360021	855B	11.19.2013	SMG	PTAN: 001849903	Christine M. Rogers	10.22.2013
241401334552303	855B	12.11.2013	SMG	PTAN: 001849902	Christine M. Rogers	12.2.2013
241401336156975	855B	12.27.2013	SMG	PTAN: 001849902	Christine M. Rogers	12.5.2013
241401406353716	855B	3.4.2014	SMG	PTAN: 001849902	Christine M. Rogers	2.25.2014
241401406353716	855B	3.4.2014	SMG	PTAN: 001849902	Christine M. Rogers	2.25.2014
241401411207200	855B	4.22.2014	SMG	PTAN: 001849903	Christine M. Rogers	4.14.2014
241401411207220	855B	4.22.2014	SMG	PTAN: 001849902	Christine M. Rogers	4.8.2014
241401415359641	855B	6.2.2014	SMG	PTAN: 001849903	Christine M. Rogers	5.27.2014
2414015005203	855B	5.30.2014	SMG	PTAN: 001849902	Christine M. Rogers	5.27.2014
241421506805471	855B	3.9.2015	SMG	PTAN: 001849903	George Clairmont (President of SMG); Christine Rogers; and Sean O'Neill	2.26.2015
241401507932929	855B	3.20.2015	SMG	PTAN: 001849902	Christine M. Rogers	3.10.2015
241401527433027	855B	10.1.2015	SMG	PTAN: 001849902	Christine M. Rogers	9.24.2015
241401535505178	855B	12.21.2015	SMG	PTAN: 001849903	Christine M. Rogers	12.2.2015
241401607532255	855B	3.15.2016	SMG	PTAN: 001849903	Christine M. Rogers	3.8.2016
225401914065058	855B	5.20.2019	SMG	PTAN: 001849915	Joanne M. Vicente	5.17.2019

EXHIBIT 11

Exhibit 11

Examples of false Certifications on Cost Reports that SEMC Submitted to Medicare

Cost Report Period	Run Date	Date Received by Medicare Administrative Contractor (if known)	CMS Certification Number (CCN)	Certification Signatory (Based upon Information and Relief)	Title of Certification Signatory (as Indicated on the Cost Report)	Date of Signature for Certification
01 01 2013-12 31 2013	6 25 2014	7 1 2014	22-0036	Michael Lenahan	Hospital Division C O	6 20 2014
01 01 2013-12 31 2013	11 13 2014	11 19 2014	22-0036	Mark Rich	Chief Financial Officer	11 17 2014
01 01 2014-12 31 2014	5 27 2015	6 2 2015	22-0036	Mark Rich	C O	5 27 2015
01 01 2014-12 31 2014	12 2 2015	12 2 2015	22-0036	Mark Rich	Executive VP C O	12 14 2015
01 01 2015-12 31 2015	6 7 2016	6 9 2016	22-0036	Joseph E. Ciccolo	CAO	6 7 2016
01 01 2014-12 31 2014	9 29 2016	10 4 2016	22-0036	Joseph E. Ciccolo	Chief Administrative Officer	9 29 2016
01 01 2015-12 31 2015	10 26 2016	11 1 2016	22-0036	Joseph E. Ciccolo	CAO	10 26 2016
01 01 2016-12 31 2016	5 30 2017	6 30 2017	22-0036	Mark Rich	C O	5 30 2017
01 01 2016-12 31 2016	6 29 2017	7 17 2017	22-0036	Mark Rich	C O	7 10 2017
01 01 2015-12 31 2015	2 12 2018	2 14 2018	22-0036	Jeff Dion	C O	2 12 2018
01 01 2017-12 31 2017	5 23 2018	5 29 2018	22-0036	Jeff Dion	Chief Financial Officer	5 24 2018
01 01 2016-12 31 2016	5 22 2018	5 29 2018	22-0036	Jeff Dion	C O	5 25 2018
01 01 2017-12 31 2017	5 15 2019	---	22-0036	Victoria Lobban	Sr Chief Financial Officer	5 15 2019
01 01 2018-12 31 2018	5 26 2019	---	22-0036	Victoria Lobban	Chief Financial Officer	5 26 2019
01 01 2019-12 31 2019	8 27 2020	---	22-0036	Victoria Lobban	Chief Financial Officer	8 27 2020
01 01 2020-12 31 2020	7 26 2021	---	22-0036	Victoria Lobban	Chief Financial Officer	7 26 2021
01 01 2021-12 31 2021	5 26 2022	---	22-0036	Jason Rad e ich	Chief Financial Officer	5 27 2022
01 01 2022-12 31 2022	5 30 2023	---	22-0036	Da id Callum	Chief Financial Officer	5 31 2023

EXHIBIT 12

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Steward Physician Contracting Compliance Overview, Process and Policies

April 1, 2015

Overview

- Steward contracting policies are designed to ensure compliance with very technical and highly complicated laws
- All financial arrangements with a physician or a group must be in writing before:
 - Services are rendered; **or**
 - Payment is made

Providing any item or service that benefits physicians or groups raises compliance questions that must be addressed before the arrangement begins.

- All arrangements must be FMV and commercially reasonable

Policies and Procedures

- Steward policies cover ANY & ALL arrangements with physicians
 - MD agreements/contracts
 - Employment Agreements
 - Full Time, Part Time, Per Diem, Moonlighters
 - Medical Directorships
 - Coverage Arrangements
 - Leases
 - Physician-owned vendor agreements

Regulatory Overview

- Fraud and Abuse Laws
 - Stark Law, Federal Anti-Kickback Statute (AKS), False Claims Act, Civil Monetary Penalties Law
- Recent Settlements

November 13, 2013...\$85M

Halifax Hospital Medical Center settles with DOJ after being accused of entering into financial relationships with medical oncologists and neurosurgeons in violation of Stark and FCA (incentive bonuses took into account the volume or value of the physician's referrals to the hospital because fees for DHS were included in the bonus pool)

October 1, 2013...\$238M

Award of damages after a jury trial against Tuomey Healthcare System regarding allegations that physician employment agreements violated the Stark law (in excess of FMV and based on the volume of business generated)

April 3, 2013....\$25.5M

Intermountain Health Care settles with DOJ following self-disclosure of unlawful financial relationships with physicians (payment took into account volume/value of referrals, unwritten leases, unwritten physician service agreements)

Stark Law

Prohibition

- If a physician (or an immediate family member)
- Has a “financial relationship” with an entity
- The physician may not make a “referral” to that entity
- For “designated health services”
- Unless an exception applies

AND

- An entity may not bill Medicare
- For “designated health services”
- Rendered pursuant to a prohibited referral

What is a financial relationship?

- A financial relationship is *anything of value*.
- This could be pay, rent, goods, services, supplies, or anything else that has a value, no matter how small the value (i.e. incidental medical staff benefits, such as parking, meals, etc.).

What is a referral?

- Broader than a physician order.
- A request by a physician for an item or service payable under Medicare, including:
 - the request by a physician for consultation with another physician, and any test or procedure ordered or performed by such other physician; or
 - a request by a physician for the establishment of a plan of care that includes the provision of a DHS.
- Exception: services personally performed by a referring/ordering physician

Note: DHS services furnished by employees of, or other members of the same group practice as, the ordering physician are referrals

What are designated health services?

Designated Health Services (DHS) include the following categories:

- clinical laboratory services;
- physical therapy services;
- occupational therapy and speech-language pathology services;
- radiology services, including nuclear medicine, MRI, CAT scans, and ultrasound services;
- radiation therapy services and supplies;
- durable medical equipment and supplies;
- parenteral and enteral nutrients, equipment and supplies;
- prosthetics, orthotics, and prosthetic devices and supplies;
- home health services;
- outpatient prescription drugs; and
- inpatient and outpatient hospitalization services

What Should I Remember?

- All financial relationships between physicians and hospitals implicate Stark
- The financial arrangement does NOT have to involve the service for which the patients are referred.
- Most Stark exceptions require a signed contract be in place before any services are rendered or any payment is made.

What are the penalties?

- Absolute requirement to repay all claims for Medicare services furnished pursuant to prohibited referral
- Civil monetary penalties of up to \$15,000 per service
- Exclusion from Federal programs
- Potential false claims liability

What are some common exceptions?

- Compensation
 - Employment
 - Personal Services
 - Leases
 - Fair Market Value
- Physician Recruitment
 - Special rules regarding recruitment into group
 - Incremental expenses only
 - No “unreasonable” practice restrictions
- Nonmonetary compensation
 - \$392 (indexed)
- Incidental medical staff benefits
 - \$33 (indexed)

General Requirements

- In writing
- One-year term
- Fair market value
- Set in advance
- Cannot “take into account” referrals
- Commercially reasonable

Anti-Kickback Statute

- AKS **prohibits** offering or payment of any remuneration (in cash or in kind, overtly or covertly, directly or indirectly) to induce another to:
 - Refer patients for services
 - Purchase, lease, or order items or services
 - Arrange for or recommend the purchase, lease, or order of items or services
- The knowing and willful solicitation or acceptance of any remuneration in return for the above

Anti-Kickback Statute (cont'd)

- Note: Anti-Kickback Statute (unlike Stark Law) is not just concerned with referrals
 - Purchase, lease or order – means even common and unremarkable inducements by manufacturers, wholesalers, and retailers (health care suppliers, facilities and practitioners) implicate the AKS
 - E.g., Discounts, rebates, and value-added items and services by manufacturers or wholesalers
 - E.g., Routine waiver of patient's cost-sharing by a hospital or medical practice
 - E.g., "Patient assistance program" funded by one or more pharma companies
 - Arranging for or recommending the purchase, order or lease – means even common and unremarkable payments to group purchasing organizations (i.e., administrative fees) and payments to sales and marketing organizations implicate the AKS

Anti-Kickback Penalties

- **Criminal Penalties**
 - Up to 5 years imprisonment per violation; and/or
 - Fine of up to \$25,000 per violation
 - Note: Criminal conviction triggers mandatory exclusion from Federal Programs

- **OIG Administrative Penalties**
 - \$50,000 civil penalty per violation and assessment of up to three times the amount of the illegal remuneration
 - Exclusion from Federal Programs
 - Note: OIG does not have to meet any burden of proof unless the fined or excluded party appeals to an ALJ

False Claims Act

- Illegal to submit claims for payment to Medicare or Medicaid that you know or should know are false or fraudulent
- Types of Issues:
 - Medical necessity
 - Improper supervision
 - Double billing (e.g., covered in global fee)
 - Upcoding

Civil Monetary Penalties

- Offering or transferring remuneration to a beneficiary that a person “knows or should know is likely to influence such individual to order or receive” covered services from a particular provider
- \$10,000 - \$50,000 per violation

Steward's physician contracting policies are designed to ensure compliance with these technical and complicated laws

Test Your Knowledge

Example 1

A physician group approaches the hospital president and asks about renting office space in the hospital's MOB. The parties do some research and determine a FMV rent. The group moves in and begins paying the hospital the agreed-upon rent.

Is this arrangement ok?

No, the parties have not entered into a fully executed written lease

Example 2

Hospital realizes on Friday that it has no coverage in a certain department for the weekend. Hospital arranges for a physician to cover over the weekend at a FMV rate and requests a written agreement on Monday. The Hospital clearly informs the physician that it cannot pay for the coverage until the contract is fully executed.

Is this ok?

No, a fully executed agreement must be in place prior to services being rendered (and before payment is made).

Example 3

Hospital has a written, fully executed agreement with a group for coverage and chair of a department. As time goes on, it turns out that one physician in the group is providing all services under the agreement himself. The hospital agrees to pay the physician directly, and the group agrees with this arrangement.

Is this ok?

No, amendments to agreements must be in writing, signed by both parties. In this case, the original agreement should be terminated (because there is no longer an agreement with the group) and a new agreement executed among the hospital and physician. If the physician is contracting in his individual capacity, the new agreement will be a PT hospital EA.

Example 4

SMG and an independent physician enter a proper, fully executed written lease agreement. The physician subleases one of three offices in a suite leased by SMG (with certain shared common areas). After 3 months, the parties agree that both practices could benefit from additional shared printers. The parties split the cost of the printers and the ongoing maintenance and supplies (i.e. toner, paper) proportionately (1/3 physician, 2/3 SMG).

Is this ok?

No. The new arrangement must be documented either as a lease amendment or new agreement

Example 5

A physician serves as a medical director at the Hospital. A contract was never executed, but these services are purely administrative, and no billing is involved.

Is this ok?

No. A contract needed, as this is a financial relationship with a physician – it does not matter that the services are purely administrative.

Example 6

Hospital is interested in marketing its new outpatient clinic, which is staffed by two SHCN physicians and two SMG physicians. The brochure and website urge patients to make an appointment and include contact information for all four providers. These four providers are the only providers in the specialty on the Hospital's Medical Staff.

Is this ok?

Hospital marketing materials should avoid promoting private physician services.

Under the Stark law “exception” for Medical staff incidental benefits, a hospital may list all physicians on its medical staff in a directory or on its website. Marketing activity that goes beyond such limited incidental benefit can be viewed as an in-kind payment to a physician and, therefore, can raise a compliance issue/concern.

Where marketing activities have a direct benefit to a physician, it may be necessary to have a written agreement, under which the physician shares some of the marketing/promotion expense.

Example 7

Hospital enters into a coverage arrangement with a physician owned group under which several nurse practitioners employed by the group will provide services at the Hospital. No physician services will be rendered. Is a contract needed for these nurse practitioner services?

- Yes, this is a financial arrangement with a physician-owned group, and is subject to the physician contracting rules. It does not matter who in the group will perform the services.

Key Elements of Process

- Hospital Arrangement Workflow
- SMG Employment Agreement Workflow
- Supporting Tools
- Fair Market Value (FMV) Justification
- Business Judgment Factors

Hospital Arrangement Workflow

- Complete Business Judgment Factors (BJF)
 - Final version must be approved (in writing or via email) by the hospital president, President, Steward Hospitals and SMG COO
- Send final BJF and all approvals to Christine Kady
- Christine forwards all documents to legal to draft agreement
- Legal emails final agreement to the person at the hospital who requested it
- Hospital is responsible for distributing the agreement to the other Party and getting their signature
 - *AGREEMENT MUST BE FULLY EXECUTED BEFORE SERVICES BEGIN OR PAYMENT IS MADE*
- Agreement and supporting documentation returned to Christine to arrange for SMG President to sign
 - Business judgment factor document
 - All written or email approvals
 - Two copies of the agreement (signed by Parties – both hospital and physician/group)
- Once SMG President signs, fully executed agreement is added to the contract database and then mailed back to the hospital
 - Hospital should retain one copy, and return the other copy to the physician/group
 - Hospital/SMG is responsible for maintaining time sheets, if applicable

***Incomplete documents or inadequate approvals will delay the agreement from being drafted**

SMG Employment Agreement Workflow

- Complete the Business Plan Request Form via Salesforce
 - Final version must be approved by the hospital president and SMG COO
- Complete Business Judgment Factors (BJF) via Salesforce
 - Final version must be approved by the hospital president and SMG COO
- Identify physician with Network Development team
- Complete Contract Information via Salesforce and submit for approval by the hospital president and SMG COO
- Salesforce will automatically generate an email to Christine Kady requesting that an employment agreement be drafted, once all approvals are received
- Christine drafts the agreement (legal must review if anything outside the ordinary is requested)
- Cover Letter is sent to SMG President for signature along with employment agreement
- Employment Agreement and Cover Letter are mailed via FedEx to the physician
- Employment Agreement is returned to Christine to arrange for SMG President to sign
- Employment Agreement is added to the contract database and a copy is returned to the physician

***Incomplete documents or inadequate approvals will delay the agreement from being drafted**

Provider Lease Agreements Workflow

- Provider Lease Agreements Lease initiator develops business plan to determine lease requirements, utilizes Corporate Real Estate & Facilities (CREF) as strategic resource
 - Secure the following Business Plan approvals on Real Property Lease Request Form:
 - Hospital Vice President, Finance; Hospital President; Vice President, Corporate Real Estate & Facilities; and General Counsel
 - SMG transactions require the following additional approvals: SMG Chief Financial Officer; SMG Chief Operating Officer; and SMG Vice President of Operations
- Provide CREF with the proposed business terms on Real Property Lease Request Form
- CREF will initiate compliance review and secure fair market value analysis
- CREF will provide DRAFT lease document to Office of General Counsel for review, comment and approval
- CREF will produce FINAL lease document for execution
- CREF will enter lease transaction into the CREF Lease Administration Database
- CREF will maintain authoritative transaction documents

**Notes: Leases are maintained in Corporate Real Estate database, and vendor arrangements are maintained in Supply Chain database. There is a separate process for commercial lease agreements.*

Supporting Tools

- Business Plan Templates
 - SMG Employment Agreements
 - Income Guarantees
- Business Judgment Factor/FMV Templates
 - Must include correct salary and MGMA/ Sullivan Cotter comparison
 - Must include a highlighted copy of the MGMA/ Sullivan Cotter page(s) used to determine FMV
 - Must be specific to the physician arrangement
 - Attestation that based on MGMA/ Sullivan Cotter comparison and other qualities that Compensation is FMV (check box to attest to FMV)
 - Must tie to Business Plan compensation arrangement
- All Documents (policies, request form templates, and benchmarking data) on SMG Intranet

Benchmarking Data:

<http://mysteward/CaritasPN/Document%20Library/Forms/AllItems.aspx?RootFolder=%2fCaritasPN%2fDocument%20Library%2fPhysician%20Services%2fBenchmarking%20Data&View=%7bEED80981%2dDAFB%2d49B4%2dABAD%2dEE82802DAAE6%7d>

Physician Agreement Request Forms/ Policies:

<http://mysteward/CaritasPN/default.aspx?RootFolder=%2fCaritasPN%2fDocument%20Library%2fPhysician%20Services%2fNew%20MD%20Arrangements&View=%7bA523FE4A%2d1A6C%2d4CAE%2dB8D1%2d5AABF5C2CE73%7d>



Fair Market Value (FMV) Justification

- MGMA /Sullivan Cotter Survey Comparison
- Other “Business Judgment” qualities to support FMV if over 75%tile (see examples on next page)
- Clinical and Administrative dollars must be valued separately
- Should take billing into consideration when determining if rate is FMV if physician will do the professional billing
- Compensation terms that are not standard to all physicians should be added into total compensation to calculate FMV, including:
 - CME/ Professional Expense reimbursement
 - Malpractice insurance
- Additional compensation should be added into total compensation to calculate FMV, including:
 - Signing Bonus
 - Incentive Compensation
 - Moving Allowance
 - Loan Repayment

Business Judgment Factors

Example business judgment factors which are typically considered to be compelling and relevant support for physicians with upper-level compensation (any documentation to support these factors makes the case more compelling, but are not necessarily required):

- The physician has received competing written job offers at comparable or higher levels of compensation than that considered in our analysis.
- The position was open for some time and other physicians rejected offers of compensation at lower levels than that offered to the incumbent.
- The physician was earning a comparable level of compensation when recruited.
- The physician has unique sub-specialization/skills within the general medical specialty.
- Local market shortages exist(ed) in the physician's specialty/subspecialty.
- The physician has demonstrated and documented relative measures of performance within his/her group/specialty as compared to internal and external benchmark norms (e.g., higher patient satisfaction, quality and clinical outcomes relative to both internal and external benchmarks).
- The reputation of the physician within the community (local community at large and medical community).
- The wRVU productivity level of the physician is significantly higher than his/her collections level, reflective of the indigent/under-insured patient population served.

Additionally, the types of factors in the areas of patient satisfaction and quality that provide strong support for physicians with upper-level compensation may include:

- The physician has achieved upper decile (or perhaps upper quartile) rankings on questions related to "Overall Rating of Care" and "Recommendation to Family/Friends" on the Press Ganey, NRC Picker, or other independent patient satisfaction survey(s).
- The physician has achieved upper decile (or perhaps upper quartile) rankings on clinical outcome and/or quality of care metrics relevant to the respective physician's specialty/sub-specialty area of practice as measured by state-/nationally-recognized tracking and reporting systems (e.g., CMS's PQRI).
- The physician has been recognized by payers for high quality of service.
- The physician has been recognized in a listing of "Best Doctors."

EXHIBIT 13

The logo for Steward, featuring a stylized 'S' shape composed of several rectangular blocks in varying shades of gray, with the word 'Steward' in a serif font to the right.

Steward

Office of Corporate Compliance & Privacy

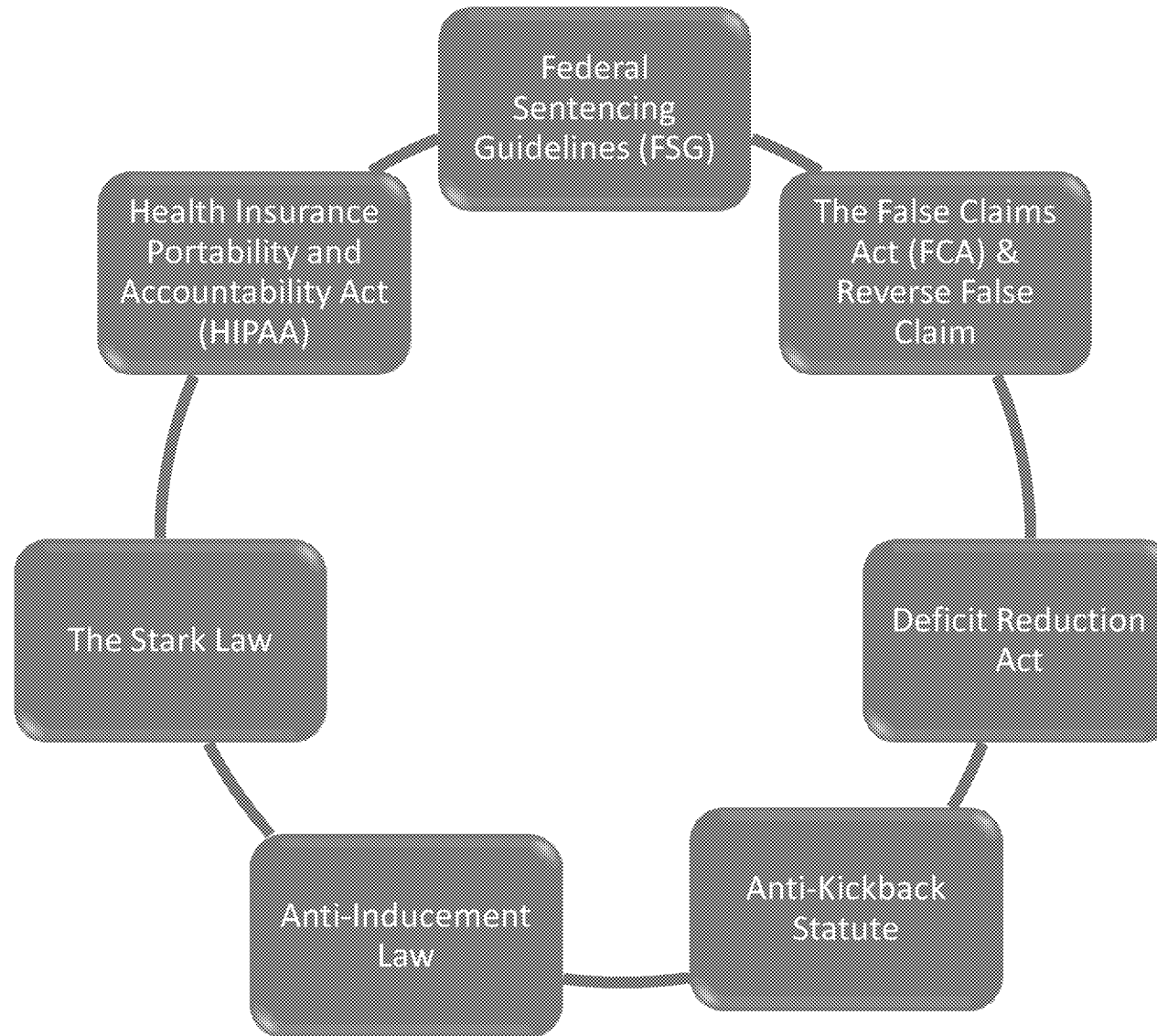
Compliance and Privacy Law Awareness

St. Elizabeth's Medical Center
November 2014

Objectives

- ✓ Provide an overview to Board Members on key compliance and privacy laws
- ✓ Discuss why these key laws are important for the role of a Board Member

Key Compliance and Privacy Laws



Federal Sentencing Guidelines (FSG)

What are the FSG and why are they importance?

- They are the basis for both having a compliance program and its specific structure (the 'seven elements')
 - OIG Voluntary Guidance build off of the seven elements
- They are used by courts to determine appropriate punishments for fraud and abuse violations (such as fines, debarment, probation etc.)
- They tie exposure to penalties to the effectiveness of the organization's compliance program.
 - Lighter sentences for corporations with "effective" compliance programs
 - Self-reporting, cooperation, or acceptance of responsibility
- They raise the significance of expectations for compliance programs
- They are used as the structure for developing Corporate Integrity Agreements when developing settlements for non-compliance.
- **The 2010 amendments to the federal sentencing guidelines require that a governing authority:**
 - **Is "knowledgeable" about the "content and operation" its compliance program**
 - **exercise reasonable oversight over the implementation and effectiveness of the program**

The False Claims Act (FCA)

A federal law that makes it a civil and/or criminal offense to knowingly submit a false claim to the U.S Government for payment

“Knowingly”:

- ✓ Actual knowledge
- ✓ Acted in deliberate ignorance or reckless disregard

FCA Requires:		
Claim information that is truthful and complete	Claims only for services that are medically necessary and performed by qualified personnel	Return of any identified government payments received in error

** Massachusetts also has a similar state FCA law**

FCA Examples...

Physician Supervision:

❖ A company agreed to a \$3.57 million settlement to resolve allegations that it violated the FCA by inappropriately billing for MRI scans using contrast without the appropriate direct supervision of a qualified physician. Regulations require that MRIs performed using a contrast agent be under direct supervision due to the risk of anaphylactic shock.

Medically Unnecessary Services:

❖ A hospital paid a \$5.3 million dollar settlement to resolve allegations that it violated the FCA for billing Medicare and Medicaid programs for over-night hospital stays that were not medically necessary after patients received Gamma Knife Treatments.

Overpayments:

❖ An urgent care facility agreed to pay \$10 million after it violated the FCA after they allegedly inflated billings (aka up coding) for urgent care services.

Excluded Personnel:

❖ A nursing facility agreed to pay a \$28,542 settlement after they allegedly violated the FCA by improperly billing Medicare and Medicaid for services provided by an employee that was on the OIG list of excluded individuals.

Reverse False Claim

Reverse False Claim Act: makes providers liable when overpayments are knowingly received and concealed to avoid refunding the government

Three Elements of a Reverse False Claim

Obligation: duty to repay an overpayment

Improper concealment or avoidance of a payment

Knowledge: Actual knowledge; acted in deliberate ignorance or reckless disregard

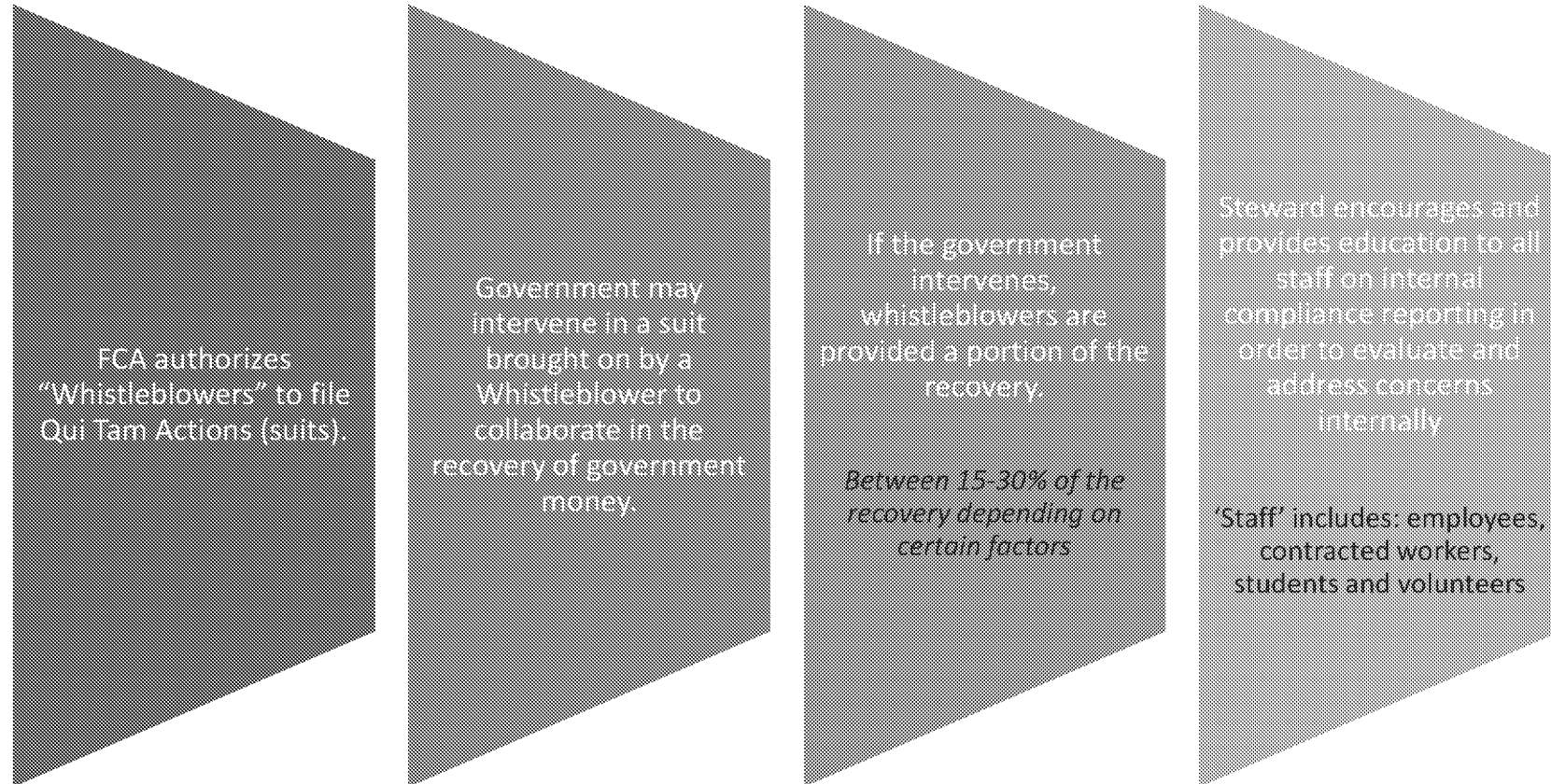
Providers are obligated to report and return ‘identified’ overpayments within 60 days.

Penalties for both FCA & Reverse FCA may range from \$5,500 to \$11,000 per false claim plus 3 times the amount of damages

Reverse FCA Examples...

- ❖ *In 2012 a health plan agreed to pay \$137.5 million to the federal government and nine states to resolve four lawsuits alleging FCA violations. The company allegedly inflated claims in order to avoid returning money to Medicaid as well as knowingly retained overpayments*
- ❖ *A hospital agreed to pay \$750,000 to settle allegations that it violated the FCA after overbilling for cardiac testing and then failing to repay the overpayments after senior leadership learned of the error.*
- ❖ *A hospital agreed to pay \$471,000 to settle false claims allegations after they knowingly failed to return overpayments. According to the settlement, the hospital regularly charged males for the drug Lupron at the higher reimbursed female dosage billing code. The hospital discovered the issue during an internal audit but failed to refund the overpayments to the government.*

Whistleblowers and Qui Tam Actions



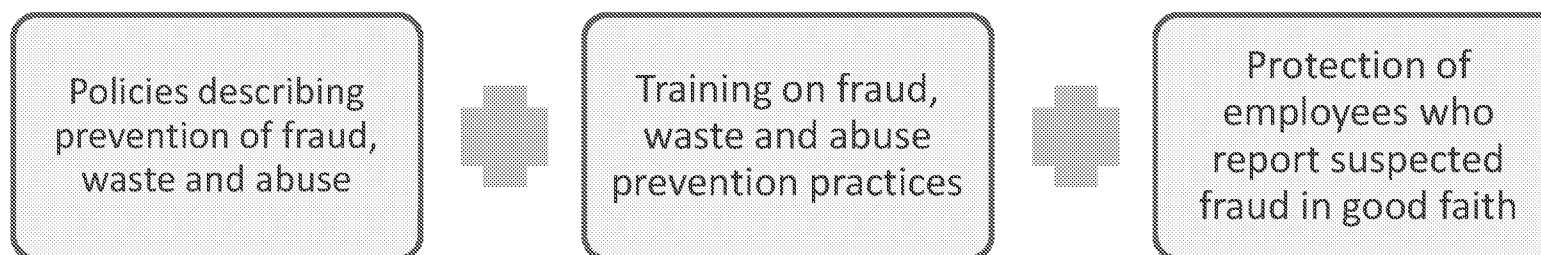
Steward Policies:

COM 4: Compliance Reporting

COM 13: Non-Retaliation

Deficit Reduction Act

Health care entities receiving \$5 million+ in Medicaid payments during a year are required to establish written policies and procedures informing their employees about the False Claim Act and whistleblower protections.



For entities that received \$5 million or more from Medicaid, annual attestations of compliance are signed by Steward entity senior leadership and submitted to the Massachusetts Department of Health and Human Services

Failure to comply with the DRA requirements may result in exclusion from the federal health program

Anti-Kickback Statute (AKS)

- The federal Anti-Kickback Statute (“Anti-Kickback Statute”) is a criminal statute that prohibits the exchange (or offer to exchange), of anything of value, in an effort to induce (or reward) the referral of federal health care program business
- In some industries, you may reward others for referrals but in federal health care programs it is considered a crime.
- AKS is a statute designed to prevent improper services, such as over utilization, increased program costs, corruption of medical decision making.
- As such, AKS encompasses all payments to a referral source where one intent may be in exchange for patient services.
- AKS allows for certain exceptions. For example, payments to referral sources for space or equipment rental. In the context of exceptions, proper structuring of contracts is *critical* along with adherence to the *written* terms of the contract over time.

- Fines up to \$50,000 for each improper act and damages up to 3 times the amount of remuneration
- Entity or individuals exclusion from the Medicare and other Federal health care programs
- Potential civil and criminal penalties

Anti-Kickback Examples

- ❖ *A medical supply company agreed to pay \$1,140,260 for allegedly paying remuneration to customers that are members of its Medical Privileges Program in the form of points redeemable for products and services, which did not qualify as "discounts" or "rebates" under the anti-kickback statute.*
- ❖ *A medical device company agreed to pay \$126,249.30 for allegedly violating the anti-kickback statute by providing customers (including physicians) an all-expense paid trip to the Masters Golf Tournament. The OIG concluded that the trips were intended to induce referrals.*
- ❖ *A medical center agreed to pay \$10 million for allegedly paying patient "recruiters" to recruit homeless patients. The homeless patients were then provided medical treatments that were then billed to federal health programs, many of which were medically unnecessary.*

Anti-Inducement Law

A federal law that states that no one may give money, or anything else of value, to a patient to influence his or her choice of a provider for which services or items are paid for by a federal health care program.

What is an inducement?

- A provider routinely waives co pays for Medicare/Medicaid patients
- A provider offers \$25 gift cards to patients who schedule an appointment in a new office building
- A clinic offers free blood pressure screenings and direct patients with high blood pressure to a hypertension program run by the provider.

What is not an inducement?

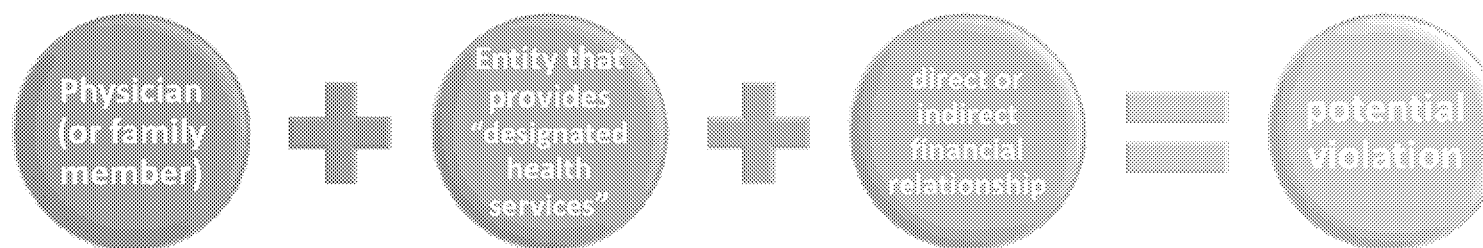
- Incentives to promote certain preventative care so long as they are not tied to the provision of other reimbursed Medicare or State health care services
- Inexpensive, non-cash items of nominal value
defined as under \$10, not to exceed \$50 annually
- Non-routine, unadvertised waivers of copayments or deductible amounts based on individualized determinations of financial need or exhaustion of reasonable collection efforts
- Properly disclosed differentials in a health insurance plan's copayments or deductibles, such as lower payments for using preferred providers, mail order pharmacies, or generic drugs.

Additional exceptions are allowed for Accountable Care Organization activities.

The Stark Law

- A federal law that limits referrals where physicians have certain financial interests
- If a physician (or his or her immediate family member) has a financial relationship with an entity, the physician may not make referrals to that entity for designated health services for Medicare patients (unless an exception applies)
- If a prohibited referral is made, the entity may not bill Medicare for the service designated in the referral

Strict liability statute= proof of specific intent to violate the law is not required



unless the relationship meets an exception

Examples of Potential Stark Law Violations

- ❖ *A hospital provides administrative support services to a non-employed referring physician at no charge*
- ❖ *A physician refers Medicare or Medicaid patients to the physical therapy office in which he or she has financial interest*
- ❖ *A hospital has a contract with a medical group for a medical director and coverage service that expires in a week. To avoid disrupting the clinical services, the parties verbally agree on a new contract a hospital provides a physician with rental space for less than market value.*
- ❖ *A hospital compensates a physician group under contracts in excess of fair market value and took into account the volume of referrals from the physicians to the hospital in calculating compensation.*

Health Insurance Portability and Accountability Act (HIPAA)

Steward Entities must:

- ✓ Safeguard Protected Health Information (PHI)
- ✓ Provide patients with access to their PHI
- ✓ Tell patients how we will use their information
- ✓ Only use patient information as allowed by law

Examples of HIPAA Enforcement Activity

Not complying with HIPAA can result in significant penalties.

Office for Civil Rights (OCR) is responsible for enforcing the Privacy and Security Rules. There has been recent increased enforcement and scrutiny to ensure providers have implemented adequate safeguards to protect patient privacy.

- ❖ MGH paid \$1M and implemented a corrective action plan including developing policies & procedures, training and semi-annual reporting to HHS after an employee left documents with sensitive information on the train. The records contained information about 192 infectious disease patients and were never recovered.
- ❖ Massachusetts Eye and Ear Infirmary paid \$1.5M after the theft of an unencrypted personal laptop containing the e-PHI of patients and research subjects.
- ❖ A Concord, MA Dermatology practice paid \$150,000 and implemented a corrective action plan after an unencrypted thumb drive containing the ePHI of approximately 2,200 individuals was stolen. The thumb drive was never recovered.

Corporate Integrity Agreements (CIA)

CIA's may be imposed by the OIG on health care providers in criminal and/or civil settlements under health care fraud statutes

The structure of CIA's is built from the 7 elements of an effective compliance program

Examples of recent CIA's

- ❖ A Texas hospital paid \$1.4M and entered into a CIA to settle allegations that they submitted claims for rehab consultations that were never ordered. The CIA requires independent monitoring of the hospital's billing and clinical practices for five years.
- ❖ A Kentucky hospital paid \$16.6M and entered into a CIA due to improper financial relationships with three doctors which allegedly led to unnecessary invasive cardiac procedures that were billed to Medicare and Medicaid. The CIA requires that the hospital reform their compliance program and commit to a third-party review of its claims to government payers for five years.

How Steward Works towards avoiding CIAs

- Implementation of an **effective** compliance program (“ 7 elements”)
- Policy Development and Review
- Annual and On-Going Education
- Annual Audit Work Plan
- Active Compliance Reporting Hot Line
- Investigation of all reported concerns
- Remediation Plans for identified risks

Senior leadership is engaged in Compliance and Privacy activities:

- ✓ Regular Compliance Committee meetings
- ✓ Quarterly Activity Reporting to Senior Leadership at this entity and to System Leaders

Board & Management Oversight Responsibilities

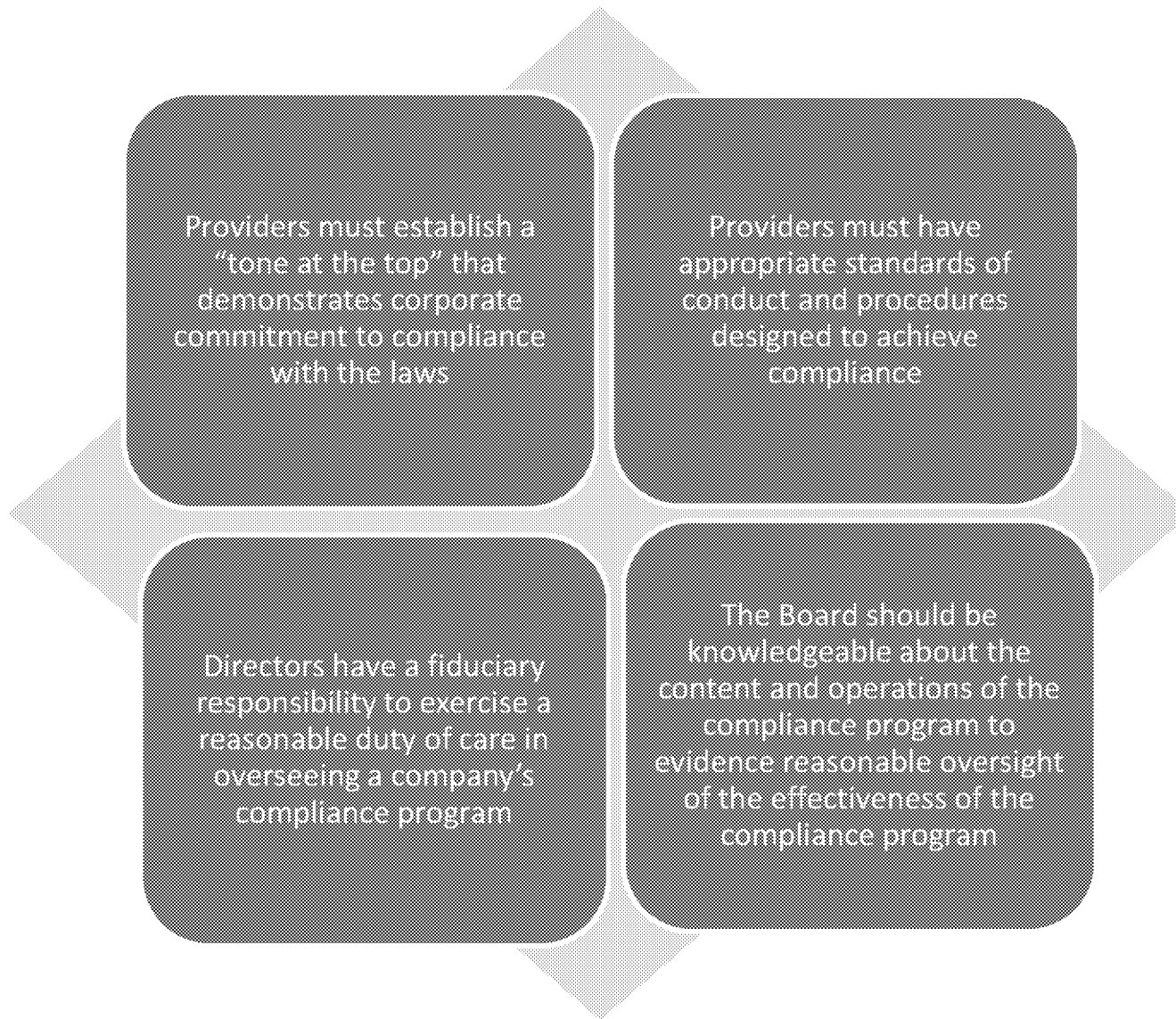


EXHIBIT 14

Physician Services Resource Document

Recruitment, Contracting and Provider Enrollment Processes

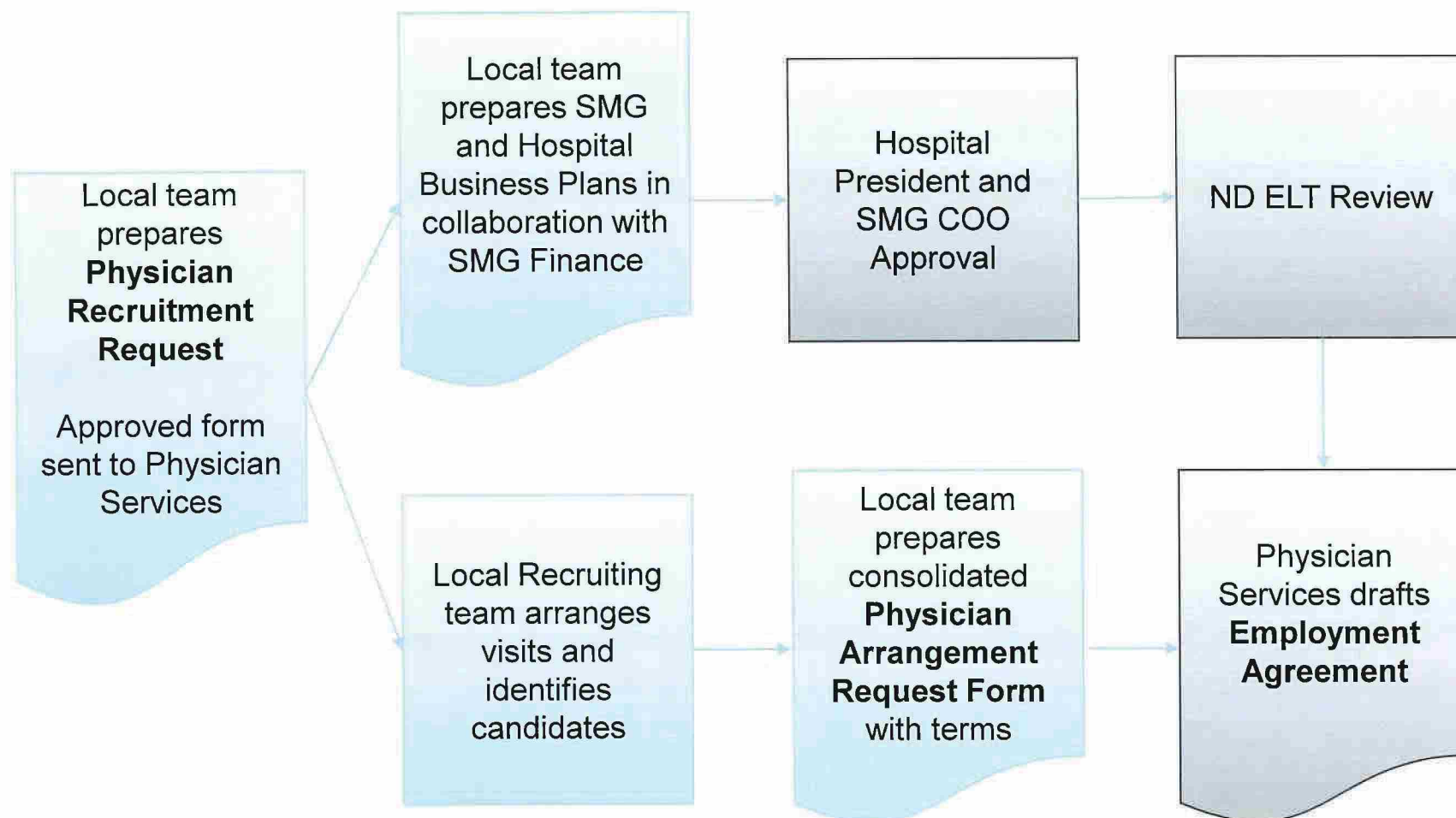


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- Practice Acquisition
- Provider Enrollment Process
- SMG Physician Compensation
- SMG Outside Activity Process
- Provider Terminations

Process for New Recruits

Steward



Initiating a Recruitment Request and Business Plan

Steward

To initiate a new business plan and provider recruitment, the below process is required:

- SMG Director completes and send a **Physician Recruitment Request** form to EVP, Hospital Services Group, and SMG President for approval (copy [REDACTED] and [REDACTED])
- Once approved, the Physician Request Form is sent to Christine Kady-Harris and Adam Hibbard
 - Contact Adam Hibbard ([REDACTED]) for BP needs and assignment of a M&A associate
- The approved position is tracked at SMG Corporate in the Salesforce ND database
- SMG M&A associates coordinate business plan preparation with SMG Directors, SMG COO, Hospital Presidents, and Hospital CFOs and gain required approvals from that same group in the process
- Business plans must be approved by Hospital Presidents and SMG COO
- Business plans are presented to the Network Development (ND) ELT meeting for leadership approval
- This approved Business Plan sets a fixed "subsidy" between the hospitals and SMG
 - The BP may be adjusted after initial approval depending on the identified candidate.
 - Offers that exceed parameters in the BP require ND ELT approval
- SMG Directors will be notified after the ND ELT meeting of the status of plans presented

4

** Most recruitment will continue to be handled by the local market team*

NOCIE00004

SMG Employment Agreement: FT/PT Request

- The following are required before requesting an EA:
 - ND ELT- approved SMG and Hospital BPs
 - **Physician Arrangement Request Form** (including FMV Attestation)
 - Reference checks
- SMG Director must complete and distribute **Physician Arrangement Request Form** to support compensation being offered
 - Information on form must include Fair Market Value (FMV) for the proposed compensation,
 - When compensation exceeds the 75thtile of MGMA Benchmark, a written explanation is required
 - SMG uses MGMA for FMV determinations
 - Generally, BPs with concordant productivity/compensation can be used
- Upon completion, SMG Director should send the **Physician Arrangement Request Form** to Christine via email to draft the Employment Agreement (EA)
 - Employment start dates should allow sufficient time for licensing, medical staff credentialing, and payor enrollment
 - Offers outside the range of the approved BP require updates by the SMG M&A associates, approval by SMG COO and Hospital President, and ND ELT before the offer can be made
 - Final offer must be approved by SMG President
- **Please allow sufficient time for processing**

SMG Employment Agreement: FT/PT Drafting & Signing

Steward

- SMG Employment Agreements (EA) are drafted and reviewed by Steward Legal for out of the ordinary circumstances
 - SMG Employment Agreements are emailed to the SMG Director for review
 - Employment Agreement (EA) is sent to Physician after review by local team
 - Employment Agreements and a malpractice application are sent FedEx to the candidate physician
- Any changes to terms identified by physician must be reviewed and approved by Physician Services, Legal and SMG
 - Generally, the main agreement is considered non-negotiable
 - Appendix A includes the Business Terms that are generally negotiable
- When signed, send EA to SMG Physician Services for countersignature and to start the onboarding process (including Hospital Privileges, Payor Enrollment, IT Access, Malpractice)
- Executed Employment Agreements are added to the contract database and a copy sent to the physician
- **SMG Per Diem Agreements follow the same process with the exception being that a Business Plan is not required**

SMG Employment Agreement: Renewal / Amend



- The following are required before requesting a Renewal/Amendment (Agreement):
 - **Physician Arrangement Request Form** (including FMV Attestation)
- SMG Director must complete and distribute **Physician Arrangement Request Form** to support compensation being offered
 - Information on form must include Fair Market Value (FMV) for the proposed compensation,
 - When compensation exceeds the 75thtile of MGMA Benchmark, a written explanation is required
 - SMG uses MGMA for FMV determinations
- Upon completion, SMG Director should send the **Physician Arrangement Request Form** to Christine via email to draft the Agreement
 - Effective dates should be prospective
- Agreements are drafted and reviewed by Steward Legal for out of the ordinary circumstances
 - Agreements are emailed to the SMG Director for review
 - Agreements are either sent via FedEx to physician by Physician Services, or sent via email to physician by SMG Director
- Any changes to terms identified by physician must be reviewed and approved by Physician Services, Legal and SMG
- Signed Agreement should be returned via mail to SMG Physician Services for countersignature
- Executed Employment Agreements are added to the contract database and a copy sent to the physician

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- SMG Physician Compensation
- SMG Outside Activity Process
- Provider Terminations

Hospital Arrangements

Steward

- Hospitals contract directly with physicians / groups for contracts in which physicians do their own billing
 - Service Agreements, Directorships, Teaching, etc.
- Complete **Physician Arrangement Request Form**
 - Final versions must be approved in writing or via email by the Hospital President, EVP Hospital Services Group, and SMG COO
- All final request forms and approvals are sent to Christine Kady-Harris
 - Incomplete documents or missing approvals prevent agreement from being drafted
- Christine forwards all documents and approvals to Steward Legal to draft agreements
- Legal emails final agreements to the original Hospital Requestor
- Hospital Leadership is responsible for final agreement distribution to contracting parties for signatures

AGREEMENTS MUST BE FULLY EXECUTED BEFORE SERVICES CAN BEGIN AND PAYMENTS MADE

- Executed agreements, approvals, and forms are returned to Christine for SMG President execution
- Fully executed agreements are added to the contract database, copies sent to the Hospital to retain one copy, and send one copy to the other Party
- Hospitals are responsible for implementing the arrangement (medical staff credentialing, payments, time sheets, etc.)
- **Please allow sufficient time for processing**

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- SMG Outside Activity Process
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Income Guarantee

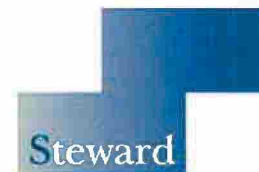


- Traditional Income Guarantee requires completion of three items:
 - Community Needs Assessment (*no standard form*)
 - **Recruitment Agreement Term Sheet**
 - **Recruitment Agreement Budget**
- All final COMPLETE request forms and approvals are sent to Christine Kady-Harris
 - Must receive approvals in writing or via email by the Hospital President, EVP Hospital Services Group, and SMG COO
- Christine forwards all documents and approvals to Steward Legal to draft agreements
- Steward Legal emails final agreements to the original Hospital Requestor
- Hospital Leadership is responsible for final agreement distribution to contracting parties for signatures

RECRUITMENT AGREEMENT MUST BE FULLY EXECUTED BEFORE PHYSICIAN EMPLOYMENT
AGREEMENT CAN BE EXECUTED

- Executed agreements, approvals, and forms are returned to Christine for SMG President execution
- Fully executed agreements are added to the contract database, copies sent to the Hospital to retain one copy, and send one copy to the other Party
- Hospitals are responsible for implementing, monitoring, paying under the arrangement

Income Guarantee: Framework for Agreements



- 1-2 year Guarantee period with 2-3 year Loan forgiveness
- Subject to annual/monthly maximum caps tied to a detailed budget, the Hospital guarantees to the Host Medical Group on Physician's behalf the amount by which any expenses associated with the Physician's new practice exceed collections for Physician's provision of clinical services during the Guarantee period
- The Guarantee period terminates early, and the forgiveness period beings, if Physician's gross income from collections exceeds expenses for 2 consecutive months
- Guarantee payments added to Promissory Note signed by Physician and secured by collateral through a Security Agreement signed by Host Medical Group and Physician
- Guarantee payments forgiven if, during the entire forgiveness period, Physician maintains a practice in the Hospital's service area and maintains Hospital medical staff membership and applicable clinical privileges
- Hospital can advance some of the monthly Guarantee payments to cover the Physician's start-up costs and accounts receivable lag
- Hospital can reimburse Host Medical Group for costs actually incurred by the Group in recruiting the Physician (different from Guarantee payments) (e.g., headhunter fees, travel, meals, lodging, entertainment expenses for recruitment interviews and activities, moving expenses of the Physician, employee benefits, taxes)
- Physician agreement to not compete in Hospital's service area for two years following termination of the forgiveness period

Income Guarantee: Legal Requirements

- Physician must establish a practice in the geographic area served by the Hospital.
- Relocation Requirement: Physician must “relocate,” defined as:
 - Relocate medical practice at least 25 miles into the Hospital’s service area; or
 - In the new location, Physician will derive at least 75% of revenues from new patients (hospital inpatients included). “New patients” mean those not seen or treated by the Physician during the prior 3 years at former site; or
 - Physician is in first year of practice (including post-residency fellowships)
- Where the Physician is recruited into an existing Host Medical Group, only marginal costs (whether due to additional fixed costs, such as the new Physician’s salary and benefits, or variable costs, such as additional medical supplies and support personnel used by the new Physician) incurred by the Host Medical Group may be reimbursed by the Hospital. The Stark Law prohibits allocating fixed existing overhead (e.g., space, furniture, equipment, and core staff salary/benefit costs) on a pro rata or per capita (or per physician FTE) basis
- Recruitment Agreement includes detailed budget categories; monthly tracking of “actual additional incremental costs” within such pre-approved categories submitted by Host Medical Group to Hospital prior to payments
- Community Need: Hospital must ensure that there is a justifiable community need for the Physician’s medical specialty prior to providing financial incentives to a Host Medical Group / Physician to induce the Physician to relocate his/her medical practice
- “But for” Cause: Inability to attract any qualified physicians without particular incentives offered

Income Guarantee: Required Terms

- Written agreement, signed by all Parties (i.e., Hospital, Group, and Physician)
 - Arrangement not to be conditioned on Physician's referrals to the Hospital
 - Amount paid to Physician is not based (directly or indirectly) on volume or value of referrals
 - Physician cannot be prohibited from establishing staff privileges at another Hospital
 - No renegotiation or amendments to material terms during first year of agreement
- Identify (and document proof of) community need
- Document need to offer recruitment incentives
- Termination provisions (no without cause)
- Confidentiality obligations

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- **Practice Acquisition**
- Provider Enrollment Process
- SMG Physician Compensation
- SMG Outside Activity Process
- Provider Terminations

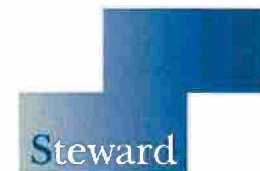
Practice Acquisitions

- If practice requests:
 - Complete **CNDA Request Form** and send to Legal in order to get CNDA
 - Complete and execute Confidentiality and Non-Disclosure Agreement (CNDA)
- Initiate Practice Acquisition information request in conjunction with SMG M&A Team
 - Contact Adam Hibbard (██████████) for acquisition needs and assignment of a M&A associate
- Use the following forms to guide information requests:
 - **Steward Data Request**
 - **Asset Purchase Agreement (APA) Request Form**
- All final COMPLETE request forms and approvals are sent to Christine Kady-Harris
- Christine forwards all documents and approvals to Steward Legal to draft agreements
- Agreements are negotiated by local team
- Capital must be approved through Corporate Capital Process
- Fully executed agreements are added to the contract database, copies sent to the Hospital to retain one copy, and send one copy to the other Party
- Any ancillary agreements (leases, records custody agreements, employment agreements, etc.) should be processed in parallel

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Provider Enrollment Process



Requesting a PE packet:

- Directors email requests for Provider Enrollment (PE) packets to SMGEnrollment@Steward.org, and include the **SMG New Provider Enrollment Request**
- Physician Services email Symplr to request the Provider Enrollment packet
- Request should be generated as soon as there is certainty around physician signing the EA

Packet Completion:

- Symplr emails provider enrollment packets (signature pages only) to the local coordinator, requesting completion within 10 business days
- Local coordinators collect completed packets and return via mail to Symplr, along with all required licensure and documentation (see Symplr New Provider Checklist)
- SMG Director responsible for reminding provider about prompt completion of packet

Symplr Process:

- Symplr reviews packets, dates applications, and sends applications to payors for processing
- Symplr provides weekly Provider Enrollment updates by payor, including effective dates with plans

Medical Staff Privileging:

- Physician Services will initiate MSO packet
- SMG Director responsible for reminding provider about prompt completion of packet

Provider Enrollment Process (cont'd)

- Symplr outreaches to payors biweekly for provider updates
 - Provider Enrollment meets with Symplr weekly to review enrollment concerns
- Provider Enrollment meets with Revenue Cycle and SMG Directors to discuss enrollment issues and Athena Hold Bucket status
 - Revenue Cycle provides reports to Provider Enrollment to review holds in Athena
- Provider Enrollment works with Symplr and SMG Directors to resolve issues
- Provider Enrollment notifies Revenue Cycle for new provider adds to Athena
- SMG Directors should notify Provider Enrollment of any provider address changes for payor and Athena updates

Provider Enrollment Process (cont'd)

Change Management Process:

- Requests should be submitted to [REDACTED] via the **Master Request Form (MRF)**
- Requests include:
 - Provider demographic changes
 - Provider information or setup
 - Provider Enrollment hold questions or concerns
 - CAQH management
 - Practice name, address, or designation
 - Service Departments
 - Group NPI or setup information
 - Payor setup concerns
 - Payor Enrollment questions or concerns
- SMG to facilitate review of requests on a daily basis and determine next steps
- SMG to track all requests and the status of each

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SMG Physician Compensation

Steward

Change Notices:

- SMG Directors should submit compensation changes and FTE status changes via email to Christine Kady-Harris on a **Change Notice Form**
 - Requests must include approval from the SMG COO or SMG President
 - Requests submitted without prior approval will not be processed

Processing Bonuses:

- SMG Directors should email [REDACTED] with a request to pay a bonus to a physician (incl. productivity, retention, signing, etc.)
- Supporting documentation from the physicians employment agreement is required
- Requests will be reviewed by SMG President, SMG COO, and SMG CFO

SMG Outside Activity Process



- Physicians are required to complete an Outside Activity Request Form for any outside activities they are engaged in, or plan to engage in.
- Physicians will receive an email within 30-45 days after their start requesting that they complete the form via the link below.
 - <https://stewardhealthcaresystem.sharepoint.com/sites/forms/smg/Pages/OutsideActivities.aspx>
- Physicians will receive the following instructions via email:
 - If you do not provide any Outside Activities, the form will allow you to choose “No” at the top of the screen and you will only be required to add your name, hospital, specialty, and employment status.
 - Once your Outside Activity is reviewed, you will receive an email notifying you that it was approved or not approved. If not approved, you will be instructed to contact your local Practice Operations Director for follow-up discussions.
 - Once you submit the Outside Activity Form you will not be able to edit the form. If you need to edit it, please contact Tammy Maguire at [REDACTED]
 - If you would like to participate in another Outside Activity after this form is submitted, please use the link to submit a new additional request for approval.
 - If you documented an Outside Activity on your Conflict of Interest Form, you will also need to document it on the Outside Activity Form, so it may be submitted to SMG Leadership for approval.

Provider Terminations

In the event of a physician employment terminations the following process is followed:

- SMG Directors send notice of a physician term to Christine Kady-Harris (Physician Services) via the **Change Notice Form**
 - Notification should include physician's resignation email or letter
- Physician Services sends an off-boarding email to Medical Staff Offices (MSO), Provider Enrollment, Human Resources, and malpractice carrier
- SMG Directors submit a Systems Access Request Form (SARF) to remove SMG applications access for the physician
- The MSO is responsible for terminating the physician's access completely if their privileges at the hospital are not maintained

Fair Market Value

Steward

- All financial arrangements with physicians or physician groups must meet fair market value and commercial reasonableness even in the absence of referrals between the parties
- Fair market value is consistent with the general value resulting from a bona fide arm's length transaction between well informed parties otherwise not in a position to generate business for the other party
- Fair market value does not take into account the value or volume of referrals between the parties

EXHIBIT 15

Message

From: Sandra Galloway [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=EC57D215DC67469CA74CC226D0777975-SANDRA GALLOWAY]

Sent: 7/1/2013 9:48:46 AM

To: Kevin O'Donnell [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=0047c57e6e13412c81c0aa86b1af995c-Kevin O'Donnell]; Kathleen LeMaitre [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=077fe9ce9ef94bcdada4fd005254a80-Kathleen LeMaitre]; Michael Johnstone [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B8b9f19ad2594aac8dba3e8c6b4d81cd-Michael Johnstone]; Michael Steller [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=0158d368317b460e9c6cf6ece8813925-Michael Steller]; Chitra Malur [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=0c4e8ce8a9214157b7e205567d967023-Chitra Malur]; Nicolaos Madias [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=7992605d78414ed89030d3cb883499ee-Nicolaos Madias]; Robert Nascimento [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=8a879c9d328447beaa77458061bcadc7-Robert Nascimento]; Frank Pomposelli [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=443dcd15bb924536b9d688dccf61dd2d-Frank Pomposelli]; David Ricklan [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Cdd6ea8515cc40e68b03f02e5dc16826-David Ricklan]; Gary Robelen [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=0a9e34cf23ef42d48ac05718ce6486d2-Gary Robelen]; Sanjay K. Shetty [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Da2ed26b6442499bb3dc1473ba15886f-Sanjay K. Shetty]; Silvia Testa MD [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F457bb28c0fc4d28ae7df09ee3a3ffd8-Silvia Testa MD]; Lily Lawn-Tsao [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=E24d559b81eb4804b8e83347b68c7e63-Lily Lawn-Tsao]; David Weinberg MD [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=5bbea2c9e51d4e85bc4c6a3486146567-David Weinberg MD]; Roger Mitty MD [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Cbeb46ccbf5041aabddb6daf63bea2dd-Roger Mitty]; Vito Iacoviello [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Bc9773d47bf84f05abb296bed22a1d76-Vito Iacoviello]; Lee Perrin [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=749ff29f7fd4486f8278ae7781a6f811-Lee Perrin]; Janice Powell [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=C5c7b9724e6c4fb49e7bbce7bf89915f-Janice Powell]; Stuart Schneller [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=279615af25024b4394c755043b1c0811-Stuart Schneller]; Rebecca Schwartz [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Ccd41fe588644abb9da4256d8fbfa19e-Rebecca Schwartz]

Attachments: COM 15 Gifts and Business to Physicians from Steward Entities.pdf; COM 39 Request for Amendment.pdf; COM 40 Personal Representatives.pdf; COM 46 Deidentified and limited data sets.pdf; COM 48 COM 48 Fax Policy.pdf; COM 14 Gifts and Business Courtesies to from Vendors.pdf

To Medical Executive Committee

Please review the attached policies that Dr. Garfinkle will be presenting at tomorrow's MEC.

Thank you.



Gifts & Business Courtesies to Physicians from Steward Entities

Chapter: Compliance

Policy Number: COM 15

Policy

Steward Health Care System, including all of its owned or controlled affiliates is committed to compliance with all of the statutes, regulations, and rules that govern its marketing and business development activities and initiatives. This document sets forth the policies and procedures that apply to the provision of any gifts or business courtesies, such as meals, beverages, entertainment, recreational activities, lodging, transportation or other gratuities by Steward and its employees, owners, or contractors (“**Agents**”) to Physicians (defined below) (the “**Policy**”). Any deviations by Steward Agents from this Policy may result in disciplinary action, including termination of employment or the contractual relationship. Compliance with this Policy shall be an express condition of employment and any other contracts with Agents.

This policy does not apply to items or services of value provided to Physicians that are provided pursuant to, and consistent with, other Steward Health Care System policies.

Scope

This policy applies to all Steward Health Care System entities, including all owned or controlled affiliates (collectively “**Steward**,” each a “**Steward Entity**”).

Definitions

Business Courtesies: means meals, beverages, entertainment, transportation, and lodging not included as part of a Business Meeting, Medical Staff Appreciation Event, a Medical Staff Incidental Benefit, or intended as a Gift or gratuity. Waiving of copayments for Physicians is not permitted.

Gifts: means anything of economic value given by or on behalf of Steward, without Steward receiving in return fair consideration in cash or in kind (other than referrals or other business generation), except for anything of economic value given pursuant to this Policy (i.e., Business Courtesies, Medical Staff Incidental Benefits, a Medical Staff Appreciation Event, Business Meetings) or any other Steward policy.

Business Meeting: means a business meal or provider meeting conducted consistent with Section VII below.

Physician: means a physician in a position to make referrals to, or otherwise generate business for, any Steward Provider, or an Immediate Family Member of such physician. This includes Steward employed physicians. For example, a physician who does not have a practice in a Steward Provider's primary or secondary service area would not be considered to be in a position to make referrals to, or otherwise generate business for, any Steward Provider and would, accordingly, not be subject to this Policy.

Immediate Family Member: means husband or wife; birth or adoptive parent, child, or sibling; stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

Medical Staff Appreciation Event: means a banquet, dinner, or similar event hosted by a Steward Provider with a formal medical staff to show its appreciation for the commitment and contributions of its medical staff, and that occurs no more than once a calendar year.

Medical Staff Incidental Benefit: means compensation in the form of items or services from a Steward Provider that is a hospital to a medical staff member of such Steward Provider that meets all of the requirements of the Medical Staff Incidental Benefits Exception, Section B, 3 below.

Steward Provider: means any entity that is owned or controlled by Steward Health Care System that bills or collects from the Medicare or Medicaid programs for health care services.

Overview of the Applicable Law

A. The Federal Health Care Program Anti-Kickback Statute

1. The anti-kickback provisions of Title XI of the Social Security Act (the “**Anti-Kickback Statute**”) make it a crime to knowingly and willfully offer or pay any remuneration (*e.g.*, money, gifts, meals and entertainment, free products or services or other payments in cash or in kind) to induce or pay for referrals for services (*e.g.*, hospital services) covered by a federal health care program such as the Medicare or Medicaid programs. The Anti-Kickback Statute covers more than referrals in the conventional sense of that term. The Anti-Kickback Statute extends to remuneration intended to induce a person to arrange for or recommend the purchase, lease, or order of a service or item covered by a federal health care program.
2. Whether remuneration in the form of Gifts and Business Courtesies is intended to induce or pay for referrals can be inferred from the circumstances. This Policy is intended to provide clear rules for Gifts and Business Courtesies that will help assure that no regulator or adjudicator would reasonably infer that Gifts and Business Courtesies are intended to induce or pay for referrals.
3. Violations of the Anti-Kickback Statute are punishable by criminal fines of up to \$25,000 per violation and/or imprisonment of up to five (5) years; by civil monetary penalties of up to \$50,000 and three (3) times the illegal remuneration per violation; and/or by exclusion from participation in federal health care programs.

B. The Stark Law

1. In General. Unless an exception applies, the federal physician self-referral law (commonly known as the “**Stark Law**”) prohibits a physician from referring a Medicare patient to an entity for the furnishing of certain “designated health services” (*e.g.*, hospital services), if the physician (or an Immediate Family Member) has a financial relationship with the entity. A “financial relationship” includes a compensation arrangement, which arises from anything of economic value passing between the physician and the entity. The entity furnishing the designated health service (the “**DHS Entity**”) is prohibited from submitting a claim to Medicare for the service if the service is rendered pursuant to a prohibited referral, and no Medicare payment may be made for such services. If the DHS Entity submits a prohibited claim, and fails to refund promptly amounts received, the DHS Entity is subject to civil monetary penalties of up to \$15,000 per service and potential exclusion from federal health care programs. The DHS Entity may also be found liable under the federal civil False Claims Act for submission of a false claim, because the claim is not payable by Medicare.
2. Non-Monetary Compensation Exception. The Stark Law has an exception for non-monetary compensation (*e.g.*, services or items, but not cash or cash equivalents) by a DHS Entity to a referring physician or an Immediate Family Member of the physician of up to an aggregate annual amount of \$380 (for calendar 2013) so long as:

- a. The compensation is not determined in any manner that takes into account the volume or value of referrals or other business generated by the referring physician for the DHS Entity;
- b. The compensation is not solicited by the physician or the physician's practice (including employees and staff members); and
- c. The compensation arrangement does not violate the Anti-Kickback Statute.

Excluded from the aggregate annual limitation is the value of Medical Staff Incidental Benefits and a single Medical Staff Appreciation Event.

3. Medical Staff Incidental Benefits Exception. Under the Stark Law, a "financial relationship" does not include compensation in the form of items or services (not including cash or cash equivalents) provided by a DHS Entity that is a hospital to a member of its medical staff when the item or service is used on the hospital's campus, if all of the following conditions are met:
 - a. The compensation is provided to all members of the medical staff practicing in the same specialty (but not necessarily accepted by every member to whom it is offered) without regard to the volume or value of referrals or other business generated between the parties;
 - b. Except with respect to identification of medical staff on the hospital's website or in its advertising, the compensation is provided only during periods when the medical staff members are making rounds or are engaged in other services or activities that benefit the hospital or its patients;
 - c. The compensation is provided by the hospital and used by the medical staff members only on its campus. Internet access, pagers or two-way radios, used away from the campus only to access the hospital's medical records or information or to access patients or personnel who are on the hospital's campus, as well as identification of the medical staff on the hospital's website or in its advertising, will meet the "on campus" requirements of this paragraph;
 - d. The compensation is reasonably related to the provision of, or designed to facilitate, directly or indirectly, the delivery of, medical services at the hospital;
 - e. The compensation is of low value (as of calendar year 2013, less than \$32) with respect to each occurrence of the benefit (for example, free cafeteria meals available to a physician while he or she is rounding in the hospital); and
 - f. The compensation arrangement does not violate the Anti-Kickback Statute or any federal or state law or regulation governing billing or claims submission.

Procedure

I. GENERAL POLICY AGGREGATE ANNUAL LIMIT ON GIFTS AND BUSINESS COURTESIES

- A. Scope. Gifts and Business Courtesies of *any* value may only be provided to Physicians consistent with this Policy.
- B. No Cash or Cash Equivalents: Under no circumstances may a Physician be provided with a Gift or Business Courtesy in the form of a cash payment or a cash equivalent, *e.g.*, gift certificates.
- C. Aggregate Annual Limit. Under no circumstances may a Physician be furnished with Gifts and Business Courtesies in any calendar year from a single Steward Provider that exceed the then annual limit applicable to the Stark Law non-monetary compensation exception (\$380 for calendar year 2013). (The Centers for Medicare and Medicaid Services publishes a new annual limit on its website at [http://www. http://cms.hhs.gov/Medicare/Fraud-and-Abuse/PhysicianSelfReferral/CPI-U_Updates.html](http://www.cms.hhs.gov/Medicare/Fraud-and-Abuse/PhysicianSelfReferral/CPI-U_Updates.html). The update is effective each year on January 1, and reflects an increase in the CPI-U.) This aggregate

annual limit does not apply to the value of any Medical Staff Appreciation Event, but applies to any Gifts or gratuities provided in connection with a Medical Staff Appreciation Event (e.g., door prizes and party favors).

- D. Monitoring. Each Steward Entity that is a Steward Provider will maintain a reporting and tracking system, consistent with the Procedure Section below, to assure that each Steward Provider and its Agents comply with this aggregate annual dollar limit on Gifts and Business Courtesies.

II. GIFTS TO PHYSICIANS

- A. General Policy. Steward generally prohibits the giving of Gifts to Physicians by its Agents. Subject to the limitations set forth in this Policy, exceptions are made for:

1. An occasional modest Gift as further defined below; and
2. Minimal-value, branded promotional items related to the Physician's work or benefiting patients.

Under no circumstances may a Gift be offered or provided with the intent of inducing the recipient to recommend a service or item furnished by a Steward Provider or to refer, admit or steer a patient to a Steward Provider. Gifts may not be provided in connection with discussions, negotiations, or decisions involving orders or referrals for a Steward Provider's services. It is the responsibility of the Steward Provider President to determine whether the type, amount and setting of a Gift is consistent with this Policy prior to giving the Gift, and to consult with the Steward Provider Compliance & Privacy Officer if the propriety of the Gift is in doubt. In addition, an Agent may not give a Gift with his/her own funds, even if the Agent does not intend to seek reimbursement from Steward for the Gift.

- B. Occasional Modest Gifts. Except for minimal value items given in accordance with Section C below, below, Gifts given to a Physician must satisfy the following requirements:

1. The Gift must fit into one of the following categories:
 - a. Gift that benefits patients or serves a genuine educational function and has a fair market retail value of not more than \$125;
 - b. a one-time Gift to a Physician who is retiring from the practice of medicine within one month in recognition of that Physician's medical career and has a fair market retail value of not more than \$125; or
 - c. a Gift of flowers, a "gift basket" (i.e., a Gift of candy, packaged food, or similar items), or a Gift of a Provider-branded item; provided, however, that each such Gift has a fair market retail value of not more than \$50 and no individual Physician may receive more than two (2) such Gifts (i.e., Gifts under this Section II.B.1.c) from Steward and its Agents (collectively) during any calendar year.
2. Each Gift must be given in an appropriate setting in accordance with Section E below; and
3. Gifts to public employees (e.g., public university, public hospital or VA physicians, administrators or other employees) must comply with the standards and procedures of Section F below.

- C. Minimal Value Items: Gifts of minimal value (e.g., items such as Provider-branded pens, notepads, or test order pads) may be provided to Physicians. All items must have a retail value of \$15 or less and meet one of the following criteria:

1. Provide a patient benefit; or
2. Be related to the Physician's work or business.

- D. Prohibited Gifts. Notwithstanding any other provision of this Policy, the following categories of Gifts are prohibited under all circumstances:
1. Gifts involving wine or any other type of alcoholic beverage;
 2. Cash, cash equivalents, or gift certificates;
 3. Items with a monetary value exceeding \$125;
 4. Gifts given as a “thank you” for the referral of business;
 5. Gifts purchased by a Steward Agent with his/her own funds, even if the Agent does not intend to seek reimbursement from the Provider;
 6. Gifts solicited by a Physician who is a referring physician, or by the physician’s practice staff; and
 7. Gifts prohibited by the Physician’s employer.
- E. Setting Considerations. Agents must consider the setting in which they are providing Gifts to Physicians. Generally, Gifts may be provided in connection with ordinary marketing presentations and meetings. No Gift may be provided in connection with receiving a referral from a Physician.
- F. Gifts to Government Employees. Gifts to government personnel (*e.g.*, public university, public hospital or VA physicians, administrators, or other employees) are generally prohibited by the rules of those institutions. Provider Agents must not give any Gifts that violate these rules. No Gifts may be provided to federal, state, or other government personnel without the prior approval of the Steward Provider Compliance & Privacy Officer, after the Compliance & Privacy Officer has confirmed that the Gift is consistent with applicable rules.

III. BUSINESS COURTESIES TO PHYSICIANS

- A. General Policy. Business Courtesies may not be offered or provided to a Physician with the intent of inducing the recipient to recommend a service or item furnished by a Steward Provider or to refer, admit or steer patients to a Steward Provider. Further, no Business Courtesy may be provided to a Physician if the Physician solicits the Business Courtesy. It is the responsibility of each Agent to assure that his/her expenditures for Business Courtesies satisfy this Policy. An Agent may only provide permitted Business Courtesies with his/her own funds with the prior approval of the Steward Entity President. An accounting of any such approved expenditure of the Agent’s own funds must be provided to the Steward Entity President in the form and manner prescribed by the below.
- B. Meals. A meal provided to a Physician, not in connection with a Business Meeting, is a permitted Business Courtesy, provided the meal satisfies the following requirements:
1. The meeting must be held locally to Steward’s service area;
 2. At least one (1) Steward Agent must attend the meal;
 3. The total cost of such meals, including tax and tip, may not exceed \$200 per person. If a spouse or other guest of a Physician attends, then the \$200 limit is applied to the total cost for the Physician and any spouse or other guest of the Physician; and
 4. Subject to the aggregate annual limit per Steward Provider (see Aggregate Annual Limit Section above), no individual Physician may receive more than four (4) such meals from Steward and its Agents (collectively) during any calendar year.
- C. Meals Provided to Government Employed Physicians. No meals may be provided to federal, state, or other governmental personnel without prior approval of the Steward Compliance and Privacy Officer,

after the Steward Compliance and Privacy Officer has confirmed that the meal is consistent with applicable rules.

- D. Entertainment: General Policy. Up to two (2) tickets to a concert or sporting event and related food, beverages, and ground transportation purchased by an accompanying Steward Agent, are a permitted Business Courtesy, provided the event satisfies the following requirements:
- a. The Physician (and a guest of his or her choice) is personally invited to the event by a Steward Agent who will accompany the Physician to the event or meet him or her at the event;
 - b. The event is in the Steward service area;
 - c. The total value of the event to the Physician and his or her guest may not exceed \$200; and
 - d. Subject to the aggregate annual limit per Steward Provider (see Aggregate Annual Limit Section above), no individual Physician may be provided tickets to an event more than twice by each Steward Provider or representative Agent during any calendar year.

E. Entertainment: Tickets Associated with Steward Sponsorship or Preferred Provider Relationship.

Where a Steward Entity has received concert or sporting event tickets in connection with a sponsorship or preferred provider arrangement (e.g., sporting event tickets from Boston College), such tickets may be provided to Physicians as a permitted Business Courtesy in the following circumstances (or pursuant to Section III.D., above):

1. such tickets are offered exclusively to Physicians employed, on at least a .50 FTE basis, by a Steward Entity;
2. such tickets are offered to all Physicians who are members of a certain clinical department, or otherwise associated with a certain clinical service of a Steward Entity, as a departmental or other defined group activity; or
3. such tickets are offered, on a first-come first-served basis, to all employees (including non-Physician employees) and medical staff members of a Steward Entity.

Any tickets provided to a Physician as a permitted Business Courtesy shall be subject to the aggregate annual limit per Steward Provider (see Aggregate Annual Limit Section above).

F. Prohibited Business Courtesies. Notwithstanding any other provisions of this Policy, the following Business Courtesies are expressly prohibited:

1. Entertainment provided in cash or in cash equivalents (e.g., gift certificates for concert tickets);
2. Meals provided in cash or in cash equivalents (e.g., gift certificates for restaurant meals);
3. Except as permitted under Section III.E above, meals or entertainment where a Steward Agent is not present (unless the Provider Agent is unexpectedly unable to attend a concert or sporting event due to illness or an emergent or urgent matter, and cannot find a substitute Steward Agent to attend);
4. Lodging or transportation (including parking fees), except ground transportation shared by the Steward Agent and the Physician in connection with a concert or sporting event, and paid by the Steward Agent; and
5. Business Courtesies prohibited by the Physician's employer.

IV. EXPENSES/EVENTS NOT CONSTITUTING BUSINESS COURTESIES**A. Business Meals.**

1. A meal provided to a Physician in connection with a Business Meeting (defined below) is not counted as a Business Courtesy (i.e., is not subject to the nonmonetary compensation limits), provided the meal satisfies the following requirements:
 - a. The meeting must be held locally to Steward for a legitimate business purpose (in accordance with (b) below and spouses and guests of the Physician are not invited;
 - b. The meals must occur in a venue and manner conducive to conducting business matters;
 - c. At least one (1) Steward Agent must attend the meal;
 - d. In order to ensure a meaningful discussion between Steward Agents and Physicians, no more than four (4) Physicians may be present for every Steward Agent in attendance; and
 - e. The total cost of such meals, including tax and tip, may not exceed \$200 per person.
2. “Business Meeting” Definition: A **“Business Meeting”** is a meeting held locally for one of the following business purposes:
 - a. Understanding the service-related concerns, needs or demands of a Physician;
 - b. Explaining the services and terms available to the Physician from Provider; or
 - c. Negotiating contracts or business terms with a Physician.

- B. Steward Meetings. Recreation and entertainment events, transportation, lodging, meals, beverages and other gratuities provided to a Physician in connection with Steward Board, management or committee meetings reasonably *requiring* the attendance of a Physician who has been engaged by Steward to provide it with *bona fide* personal services (unrelated to the generation of business) are not Business Courtesies or Gifts for purposes of this Policy so long as the Physician does not receive any services or items not equally available to all of the other attendees, but, in the case of a referring physician, the value of any recreational activities and entertainment events, or gratuities not reasonably necessary to facilitate the physician’s attendance and participation, as determined by the Steward Entity Compliance Officer, must be counted as non-monetary compensation consistent with an applicable Stark Law exception. For example, any gift given to referring physician who is a Board member in attendance at the meeting (e.g., a golf club) should be counted towards the aggregate annual limitation on non-monetary compensation.

V. TRACKING OF BUSINESS COURTESIES, GIFTS AND BUSINESS MEETINGS

All Business Courtesies and Gifts shall be tracked by the Steward Provider President in accordance with the attached Spreadsheet (Appendix A). Where a Business Courtesy or Gift expense is reimbursed by a Steward Entity other than a Steward Provider, such Business Courtesy or Gift shall be allocated to the Steward Provider, for purposes of this Policy, which is most directly related to the particular Business Courtesy or Gift. Any Business Courtesy or Gift proposed by a Steward Entity that is not a Steward Provider must be approved by the President of the Steward Provider to which the Gift or Business Courtesy would be allocated consistent with the preceding sentence. (Steward Entity Presidents can approve Business Meetings so long as documentation is maintained consistent with the procedures set forth below.) Any Gift made, pursuant to this Policy, to an Immediate Family Member of a Physician shall be treated as a gift to the Physician.

To track nonmonetary compensation provided to physicians, the following procedures are to be followed by all Steward Entities.

- Only a Steward Provider President may authorize a Business Courtesy or Gift provided to a Physician.

- Prior to incurring any expenses related to the provision a Business Courtesy or Gifts to a Physician, the Steward Provider President must determine the available balance of nonmonetary compensation for the Physician utilizing the tracking sheet provided in Appendix A.
- The Steward Provider President is required to maintain the tracking spreadsheet (Appendix A) for Business Courtesies and Gifts provided to physicians. If the Business Courtesy is provided to an Immediate Family Member of a referring physician, then the details of such nonmonetary compensation must be logged under the name of the referring physician.
- Each Steward Entity President is also required to maintain documentation of Business Meetings with physicians (Appendix B). The date, business purpose and total cost and President's approval of the meal or event must be documented.
- The Steward Entity President must:
 - Send the completed tracking sheets (Both Appendix A & Appendix B) to Steward's Corporate Chief Operating Officer (COO), General Counsel (GC) and Chief Compliance Officer (CCO) on **July 1st** and **December 1st** of each year. The CCO will review the tracking sheets for each Steward Entity with Steward's COO and GC.
 - To permit adequate monitoring, keep the tracking sheets updated and available for auditing purposes.
 - To permit adequate auditing, tracking sheets and any related documents and files created in connection with Gifts / Business Courtesies and Business Meetings shall be retained by the Steward Entity President for a minimum of six (6) years.

VI. AGENT DISCIPLINE

Agents who give Gifts or provide Business Courtesies in violation of this Policy and are Steward employees are subject to discipline or other sanctions in accordance with Steward's employment policies and procedures and governing documents. The agreements between Steward and any Agents who violate this Policy and who are independent contractors shall be evaluated for termination or nonrenewal based on the express terms of the agreement or any other applicable Steward Compliance policies and procedures.


References

45 CFR 160

45 CFR 164

Review and Approval

The following Steward Health Care personnel originated and approved this policy:

Contact	Chief Compliance Officer
Approved by	Executive Compliance Committee, Steward Clinical Excellence Committee
Replaced Policy	None, new
Policy Date; Revisions	1/8/2013
DCN: For office use only	3/1□2013 9:39:26 AM 



**Steward Tracking Sheet for Gifts & Business Courtesies to Physicians
Nonmonetary Compensation
CY2013**

[ENTER NAME OF STEWARD PROVIDER HERE]

Physician Last Name	Physician First Name	Physician Affiliations with Other Physicians	For Meals and Other Events: List of all Attendees (Steward Agents, Physicians, and others)	Date Given	Description of Item	Approved By [Enter President's Name]		Dollar (\$) Value*
								\$0.00
								\$0.00
							Total	\$0.00
								\$0.00
								\$0.00
							Total	\$0.00
								\$0.00
								\$0.00
							Total	\$0.00
								\$0.00
								\$0.00
							Total	\$0.00
								\$0.00
							Total	\$0.00
								\$0.00
							Running Total	\$0.00

2013 Maximum per Physician = \$380

*** Event tickets must be at face value**



**Steward Tracking Sheet for Expenses & Events
Not Constituting Business Courtesies
CY 2013**

[ENTER NAME OF STEWARD ENTITY HERE]

Date of Business Event / Meeting:	[Enter Date Here]
Approved By:	[Enter Entity President's Name Here]
Description of Business Purpose:	[Enter Business Purpose Here]
Total Cost of Event / Meeting:	\$0.00

List of Steward Agents Attending Event / Meeting	
Steward Agent Name (including Physician Agents)	Title

List of Physicians Attending Event / Meeting	
Physician Name	Physician Affiliation with any other Physicians



COM 15 Summary Grid

Gifts & Business Courtesies to Physicians from Steward Entities

<u>Gift Groups</u>	<u>Acceptable</u>	<u>Explanation</u>	<u>Documentation</u>
<i>Gifts to Physicians</i>			
"Occasional" modest gift under \$125	Yes	Gift that benefits Physician patients or serves an educational purpose	Prior approval required of Steward Provider President, and Tracking required on Nonmonetary Compensation Tracking form (Appendix A).
Retirement Gift	Yes	One-time gift and has a fair market value of no more than \$125	Prior approval required of Steward Provider President, and Tracking required on Nonmonetary Compensation Tracking form (Appendix A).
Gift of flowers or "gift basket"	Yes	Gift has a fair market value of no more than \$50 and <i>no individual Physician may receive more than 2 such gifts.</i>	Prior approval required of Steward Provider President, and Tracking required on Nonmonetary Compensation Tracking form (Appendix A).
Gift exceeding \$125 value	No	Prohibited by policy	
Cash or Gift Cards	No	Prohibited by policy	
Gifts involving wine or any type of alcoholic beverage	No	Prohibited by policy	
<i>Gifts to Government Employees</i>			
Gift or Meal	No	Generally prohibited, however gifts (including meals) may be approved by the Steward Entity's Compliance & Privacy Officer.	Prior approval required of the Steward Entity's Compliance and Privacy Officer.
<i>Business Courtesies to Physicians</i>			
Meals	Yes	Business Meeting is held locally, one Steward agent present, total cost does not exceed \$200 per person, and <i>no physician may receive more than a total of 4 meals a year collectively from Steward agents.</i>	Prior approval required of Steward Provider President, and Tracking required on Nonmonetary Compensation Tracking form (Appendix A).
<i>Event Not Constituting Business Courtesies</i>			
Business Meals	Yes	Meal provided to Physician in connection with Business Meeting for one of the following purposes: 1. Understanding service-related concerns, need or demands of a Physician;	Tracking required on the "Not Constituting Business Courtesies" Tracking form (Appendix B).

		<ol style="list-style-type: none"> 2. Explaining the services and terms available to the Physician from the Provider; or 3. Negotiating contracts with a Physician. <p>The meeting must also meet the 5 requirements below:</p> <ol style="list-style-type: none"> 1. Needs to be held locally and neither spouses nor guests of Physicians are invited. 2. Meals must occur in a venue and manner conducive to conducting business meetings. 3. At least one (1) Steward Agent must attend meal. 4. No more than four (4) Physicians may be present for each Steward Agent in attendance. 5. Total cost including tax and tip may not exceed \$200 per person. 	
<i>Entertainment (Business Courtesy)</i>			
Sporting Event or Concert Tickets with a Steward Agent	Yes	Tickets, food, beverages and transportation are permitted as long as the physician and guest are personally invited to the event by a Steward agent who will accompany them to the event. Event must be in Steward service area. Total value may not exceed \$200.00.	Prior approval required of Steward Provider President, and Tracking required on Nonmonetary Compensation Tracking form (Appendix A).
Sporting Event or Concert Tickets without a Steward Agent	No	Prohibited by policy	
Lodging or Transportation	No	Prohibited by policy unless transportation is shared with Steward Agent participating in event.	



HOSPITAL ADDENDUM

Carney Hospital

Gifts & Business Courtesies to Physicians from Steward Entities

Chapter Name: Compliance

Policy Number: COM 15

Procedure

System policy has been adopted as is.

Review and Approval

The following hospital personnel originated and approved this addendum:

Contact	Director, Compliance and Privacy Officer
Approved by	Senior Leadership/Policy Committee on: March 26, 2013 Medical Executive Committee on: April 11, 2013
Replaces Hospital Policy	None
Addendum Date, Addendum Revision dates	April 2013

EXHIBIT 16

Exhibit 16

Examples of Claims SEMC Submitted to Medicare for Designated Health Services Referred by Dr. Agnihotri in Violation of the Stark Law

Medicare Beneficiary Initials	Claim From Date	Claim Start Date	Claim End Date	Principal Diagnosis Code	ICD-10 Code	Amount Medicare Paid
R. J.R.	6/3/2013	6/16/2013	7/18/2013	4241	M219	104,434.63
A.L.D.	7/17/2013	7/23/2013	8/12/2013	4241	M220	83,381.96
G.V.G.	10/14/2013	10/31/2013	1/29/2014	4241	M219	107,019.99
G.B.	10/21/2013	10/30/2013	1/29/2014	4241	M219	90,998.71
J.G. .	5/8/2014	5/14/2014	6/3/2014	4241	M219	72,313.31
A. .	6/3/2014	6/11/2014	6/30/2014	4240	M219	72,006.28
R.S.E.	11/4/2014	11/12/2014	6/1/2016	41401	M219	71,012.90
J. .M.	11/24/2014	12/1/2014	5/31/2016	4241	M266	84,405.13
C.C.P.	2/10/2015	3/1/2015	5/18/2016	4241	M003	170,007.29
W.A.G.	4/14/2015	4/22/2015	5/23/2016	4241	M220	49,836.91
J.R.	8/27/2015	9/8/2015	9/29/2015	41401	M233	70,016.00
A.B.M.	9/7/2015	9/23/2015	10/13/2015	4241	M266	131,295.49
J.E.S.	5/31/2016	6/16/2016	7/6/2016	I350	M266	110,837.95
M.M.A.	6/7/2016	6/20/2016	7/11/2016	I083	M219	72,925.47
D.C.S.	8/30/2016	9/9/2016	9/29/2016	I350	M266	101,454.29
R.L.P.	9/26/2016	10/10/2016	11/1/2016	I350	M266	122,410.89
E.T.D.	1/30/2017	2/12/2017	3/3/2017	I350	M219	74,940.55
D.E.T.	3/20/2017	3/26/2017	4/19/2017	I350	M219	73,650.87
L.B.L.	10/16/2017	10/27/2017	11/16/2017	I350	M266	153,626.30
P.A.C.	11/27/2017	12/5/2017	12/26/2017	I2510	M233	55,193.09
M. . .	2/5/2018	2/10/2018	3/7/2018	I350	M267	101,858.72
J.A.C.	4/25/2018	5/1/2018	5/21/2018	I2510	M218	54,408.03
L.G.	7/9/2018	7/16/2018	8/6/2018	I350	M267	102,464.87
J.B.G.	10/1/2018	10/7/2018	10/29/2018	I2510	M236	38,536.06
R.A.S.	3/4/2019	3/12/2019	4/3/2019	I350	M266	107,127.15
R.J.S.	6/7/2019	7/8/2019	8/7/2019	I2510	M235	156,413.93
M.A.C.	9/6/2019	9/17/2019	10/7/2019	I340	M220	52,465.23
A.C. .	11/8/2019	11/15/2019	12/4/2019	I052	M220	51,252.61
J.L. .	1/8/2020	1/14/2020	2/7/2020	I350	M220	52,589.33
D.J.V.	1/13/2020	1/20/2020	2/10/2020	I2510	M220	51,209.49
W. J.	6/22/2020	6/27/2020	7/15/2020	I2510	M236	40,785.46
P.S.S.	3/19/2021	3/28/2021	4/19/2021	I052	M219	82,871.47
E.J.G.	7/14/2021	7/18/2021	8/6/2021	I2510	M229	40,437.16
G.M. .	8/9/2021	8/17/2021	9/9/2021	I350	M219	84,355.47
E.G. .	3/21/2022	3/25/2022	4/18/2022	I350	M267	99,142.02