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APR 04 2019

CERTIFICATE OF NEED PROGRAM
DEPARTMENT OF HEALTH

Certificate of Need Application
Determination of Reviewability Ambulatory Surgery Center/Facility
(Do not use this form for any other type of ASC/F project)

Certificate of Need applications must be submitted with a fee in accordance with Washington Administrative Code (WAC) 246-310-990.

The Department of Health (department) will use this application to determine whether my ambulatory surgical center requires a Certificate of Need under state law and rules. Criteria and consideration used to make the required determinations are Revised Code of Washington (RCW) 70.38 and Washington Administrative Code (WAC) 246-310. I certify that the statements in the application are correct to the best of my knowledge and belief. I understand that any misrepresentation, misleading statements, evasion, or suppression of material fact in this application may be used to take actions identified in (WAC) 246-310-500.

My signature authorizes the department to verify any responses provided. The department will use such information as appropriate to further program purposes. The department may disclose this information when requested by a third party to the extent allowed by law.

Owner/Operator Name of the surgical facility as it appears on the UBI/Master Business License The Everett Clinic, PLLC		
UBI # 313 001 098	Federal Tax ID (FEIN) # 91-0214500	
Mailing Address 21401 72nd Avenue West		
City Edmonds	County Snohomish	Zip Code 98026
Name and Title of Responsible Officer (Print): Shawn L. Slack, M.D., Owner	Signature of Responsible Officer:  Date of Signature: March 13, 2019	
Phone number (10-digit): (425) 304-1101	Fax number (10-digit): (425) 304-1103	
Email Address: lwachholz@everettclinic.com	Website Address: everettclinic.com	
Identify the purpose of this application:		
<input checked="" type="checkbox"/> New Facility	<input type="checkbox"/> Facility Expansion – Operating Room Increase	
<input type="checkbox"/> Change of Ownership	<input type="checkbox"/> Facility Expansion – Service Increase	
<input type="checkbox"/> Facility Relocation	<input type="checkbox"/> Other (please provide a letter describing)	

STUDEBAKER | NAULT

EMILY R. STUDEBAKER, ESQ.
11900 N.E. 1st Street, Suite 300
Bellevue, WA 98005
estudebaker@studebakernault.com

March 26, 2019

RECEIVED

APR 04 2019

VIA E-MAIL AND U.S. MAIL

CERTIFICATE OF NEED PROGRAM
DEPARTMENT OF HEALTH

Department of Health
Certificate of Need Program
111 Israel Road S.E.
Tumwater, Washington 98501

Sent via e-mail: Janis.Sigman@DOH.WA.GOV

Re: The Everett Clinic, PLLC

Our office represents The Everett Clinic, PLLC (“The Everett Clinic”). Pursuant to WAC 246-310-050, The Everett Clinic is requesting from the Washington State Department of Health (the “Department”) a formal determination of the applicability of the certificate of need review requirements at chapter 70.38 RCW to its proposed surgical facility.

Please find enclosed a “Certificate of Need Application, Determination of Reviewability Ambulatory Surgery Center/Facility” completed by The Everett Clinic regarding its surgical facility. Also, please find enclosed a check for the review fee in the amount of \$1,925 payable to the Department.

We understand that the Department’s criteria for the surgical facility exemption recently have changed. We are including in this letter information we understand to be relevant to the Department’s application of the new criteria.

- The Everett Clinic’s clinical practice and surgical facility are located at the same physical address: 21401 72nd Avenue West, Edmonds, WA 98026.
- The Everett Clinic’s clinical practice and surgical facility are under single ownership: UBI# 313 001 098; and FEIN #91-0214500.

March 26, 2019

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- The primary purpose of The Everett Clinic's site at 21401 72nd Avenue West, Edmonds, WA 98026 is not specialty or multi-specialty surgical services.
- Income derived from surgical services by the surgical facility is approximately 45.2% percent of the total revenue generated by the site.
- Patient visits that are for surgical services to be performed in the surgical facility are approximately 24.3% percent of the total patient visits to the site.

Please advise us at your earliest convenience whether this application is deemed complete. If the Department requires additional information for this application, please promptly advise.

Thank you in advance for your consideration. We look forward to working with you on this matter.

Regards,

STUDEBAKER NAULT, PLLC



Emily R. Studebaker

Enclosures

cc: Erin R. Schietinger, Esq.
Michael P. Millie, M.D.

Surgical Facility Owner/Operator Information

1. Organization. Check the type of business organization and attach a copy of business formation documents.

<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Professional Services Corporation	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Independent Practice Association (IPA)	<input checked="" type="checkbox"/> Other (describe) Professional Limited Liability Company

2. Members/partners/shareholders. Identify persons with an ownership interest in the surgical facility and their respective ownership percentage. If more than one owner, provide a copy of the legal document establishing the ownership interests.

Name	Percent Ownership
Shawn L. Slack, M.D.	100%
as sole owner and shareholder of	
DaVita Everett Physicians, Inc., P.S.	

3. Will the surgical facility be operated under a management agreement?
 Yes No
 If yes, attach a copy of the management agreement.

4. Identify any entity other than the surgical facility owner/operator that has a financial interest in the operation of the surgical facility. This includes, but is not limited to, timeshare agreements and cooperative agreements with administrative service providers.
 Everett MSO., Inc.
 Provide a copy of the agreement.

Clinical Practice Owner/Operator Information

5. Type of Practice. Check the type of practice.

Solo practice

Group practice (provide a copy of the group practice agreement)

Independent Practice Association (IPA)

Other (describe)

6. Is the owner/operator the same for both the ASF and clinical practice?		
<input checked="" type="checkbox"/> Yes – move on to question 7 <input type="checkbox"/> No		
If no, complete the following information for the Clinical Practice .		
Owner/Operator Name of the clinical practice as it appears on the UBI/Master Business License		
UBI #	Federal Tax ID (FEIN) #	
Mailing Address		
City	State	Zip Code
Identify persons with an ownership interest in the clinical practice and their respective ownership percentage. If more than one owner, provide a copy of the legal document establishing the ownership interests.		
Name	Percent Ownership	

Facility Information

<p>7. Physical Address (check one). Include any information necessary to locate the site of the clinical practice and surgical facility such as suite or building number. Attach additional pages as necessary.</p> <p><input checked="" type="checkbox"/> The physical address of the site is the same as the Applicant’s mailing address.</p> <p><input type="checkbox"/> The physical address of the facility is:</p> <p>_____</p> <p><input type="checkbox"/> The clinical practice has more than one practice site. The additional addresses are below. Attach additional pages as necessary.</p>
<p>8. Although you are not required to apply for an ASF license before a CN determination is issued, have you applied for a license?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, do you intend to apply for an ambulatory surgical facility license?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

9. Number of Operating Rooms

Identify the number of operating rooms 3

Note: for Certificate of Need purposes, procedure rooms are considered operating rooms.

Floor Plan: Attach a floor plan, to scale, clearly indicating the clinical spaces, surgery center, and operating rooms.

Clinical and Surgical Services

10. Clinical Services. Describe the clinical services provided at this site.

Orthopedics, otolaryngology, physical therapy, hand therapy, spine physiatry, advanced imaging

11. Surgical Services. We perform only office-based procedures in the facility.

Yes No

12. Surgical Procedures. Check all surgical procedures performed in the facility.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Ear, Nose, & Throat | <input checked="" type="checkbox"/> Gynecology | <input type="checkbox"/> Oral Surgery |
| <input checked="" type="checkbox"/> Plastic Surgery | <input checked="" type="checkbox"/> Gastroenterology | <input type="checkbox"/> Maxillo facial |
| <input checked="" type="checkbox"/> Orthopedics | <input checked="" type="checkbox"/> Podiatry | <input checked="" type="checkbox"/> General Surgery |
| <input checked="" type="checkbox"/> Ophthalmology | <input checked="" type="checkbox"/> Pain Management | <input checked="" type="checkbox"/> Urology |
| <input checked="" type="checkbox"/> Other (describe) spine physiatry | | |

13. Will you be charging a facility fee related to Medicare reimbursement?

Yes No

Some, but not all procedures are subject to a facility fee.
Describe the procedures subject to a facility fee:

14. Scheduling Interval. Identify the days and times you schedule the facility for clinical services and surgical procedures. If you schedule clinical services and surgical services on an interval other than daily, such as a weekly or monthly, please describe the interval, specifying the number of hours and the interval that the facility is used for clinical practices and surgical procedures.

Clinical Practice Day(s) and time(s):	<input type="checkbox"/> Sun: from _____ am/pm to _____ am/pm <input checked="" type="checkbox"/> Mon: from 8:00 <u>am</u> /pm to 5:00 <u>am</u> /pm <input checked="" type="checkbox"/> Tue: from 8:00 <u>am</u> /pm to 5:00 <u>am</u> /pm <input checked="" type="checkbox"/> Wed: from 8:00 <u>am</u> /pm to 5:00 <u>am</u> /pm <input checked="" type="checkbox"/> Thur: from 8:00 <u>am</u> /pm to 5:00 <u>am</u> /pm <input checked="" type="checkbox"/> Fri: from 8:00 <u>am</u> /pm to 5:00 <u>am</u> /pm <input type="checkbox"/> Sat: from _____ am/pm to _____ am/pm
Surgical Procedures Day(s) and time(s):	<input type="checkbox"/> Sun: from _____ am/pm to _____ am/pm <input checked="" type="checkbox"/> Mon: from 7:30 <u>am</u> /pm to 5:30 <u>am</u> /pm <input checked="" type="checkbox"/> Tue: from 7:30 <u>am</u> /pm to 5:30 <u>am</u> /pm <input checked="" type="checkbox"/> Wed: from 7:30 <u>am</u> /pm to 5:30 <u>am</u> /pm <input checked="" type="checkbox"/> Thur: from 7:30 <u>am</u> /pm to 5:30 <u>am</u> /pm <input checked="" type="checkbox"/> Fri: from 7:30 <u>am</u> /pm to 5:30 <u>am</u> /pm <input type="checkbox"/> Sat: from _____ am/pm to _____ am/pm

Physicians Using the Surgical Facility

15. Owner Physicians. Identify the physicians with an ownership interest in the clinical practice that will be using the surgical facility. Attach additional pages as necessary

Name	Credential #
See Appendix D.	

16. Employee Physicians. Identify physicians who are employees of the clinical practice that will be using the surgical facility. Attach additional pages as necessary.

Name	Credential #	% of time employed by applicant's practice
See Appendix D.		

For each employee physician that is not 100% employed by the applicant's practice, please attach a written statement with the following information:

- Identify the physician
- If the physician is employed by other practices, identify the name of other practices;
- Identify the percentage of time the physician is employed by the other practices.

17. Are there physicians who will be using the surgical facility who are not included in the response to question #15 or #16 above?

Yes No

If yes, please attach a written statement with the following information:

- Provide the name and credential # of the physician
- Identify the name of physician's other practice sites
- Identify the percent of time the physician conducts business at the other practice sites
- Provide a description of services provided at the other practice sites.
- Fully describe the business relationship under which the physician will be using the surgical facility.

APPENDIX A

ADMINISTRATIVE
SERVICES AGREEMENT

ADMINISTRATIVE SERVICES AGREEMENT

Between

THE EVERETT CLINIC, PLLC,
a Washington professional limited liability company

And

EVERETT MSO, INC
a Washington corporation

DATED: DECEMBER 24, 2017

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (the "*Agreement*") is made and entered into effective as of the December 24, 2017 (the "*Effective Date*"), by and between **Everett MSO, Inc.** a Washington corporation ("*Administrator*"), and **The Everett Clinic, PLLC**, a Washington professional limited liability company ("*Medical Group*").

RECITALS

A. Administrator is in the business of providing administrative, management, consulting, and other support services to physicians and physician organizations.

B. Medical Group is a Washington professional limited liability company, whose physician employees are all duly licensed and authorized to practice medicine in the State of Washington.

C. Medical Group desires to engage Administrator to provide certain administrative services, as described in more detail in Section 5.

D. Medical Group and Administrator desire to enter into this written agreement to provide a full statement of each party's respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the parties hereto agree as follows:

1. NATURE OF RELATIONSHIP.

Medical Group hereby engages Administrator to provide the Administrative Services described in Section 5 below to and on behalf of Medical Group, and Administrator hereby accepts such engagement to provide the Administrative Services to and on behalf of Medical Group in accordance with the terms and conditions contained in this Agreement.

2. TERM OF AGREEMENT.

The initial term of this Agreement commences as of the Effective Date and will continue thereafter for a period of twenty (20) years, unless earlier terminated in accordance with Section 11 below. Thereafter, this Agreement will automatically renew upon the same terms and conditions for successive one (1) year terms, unless either party provides to the other party at least one hundred eighty (180) days' written notice prior to the end of the initial or renewal term, as applicable, of such party's desire to terminate this Agreement as of the end of such term. The initial 20 year term plus any renewal terms of one (1) year will, collectively, be referred to as the "Term".

3. DUTIES AND RESPONSIBILITIES OF MEDICAL GROUP.

3.1 Qualifications and Credentials. At all times hereunder, each physician employee of Medical Group must (a) be duly licensed and authorized to practice medicine in the states in which Medical Group operates, including the State of Washington, (b) maintain a valid, unrestricted DEA registration, (c) maintain valid medical staff membership and/or privileges at any facility, (d) not be convicted of any crime punishable as a felony under applicable state law or of any other crime involving moral turpitude or immoral conduct, and (e) not be excluded, debarred, suspended or otherwise ineligible to participate in any federal health care program, federal procurement or nonprocurement programs, or convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a). During the term of this Agreement, Medical Group covenants and agrees to notify Administrator within two (2) business days after Medical Group knew or reasonably should have known of any breach of this Section 3.1 or of any other termination occurrence under Sections 11.1(e)(i)-(vii) of this Agreement.

3.2 Standards of Practice. Medical Group and each physician employee of Medical Group must at all times comply with all applicable laws and governmental regulations concerning the licensure and practice of medicine, including within the State of Washington and any other state where Medical Group operates.

3.3 Hours of Operation. The hours of operation of the locations where Medical Group provides medical and clinical services to its patients (the "*Practice Sites*"), including the Kemp Ambulatory Surgery Center, will be Monday through Friday, excluding holidays, during such hours as may be mutually agreed to by Medical Group and Administrator, as well as such additional weekend and holiday hours as reasonably determined by Medical Group after discussing with Administrator; provided that Medical Group will retain the ultimate responsibility for the staffing of its medical professionals.

3.4 Non-Physician Clinical Personnel. Medical Group will employ, at its sole expense, all necessary non-physician clinical personnel, including physician's assistants, nurse practitioners, and any other non-physician health professionals who bill for their professional services and will ensure their proper licensure or other certification and supervision by physicians as required by law. Medical Group will also employ and supervise all clinical department personnel, including clinical management staff, registered nurses, medical assistants, receptionists, call center staff and other clinical department support staff.

3.5 Licenses and Certifications. All licenses, approvals and certifications necessary for Medical Group to conduct its practice operations and to provide medical and/or clinical services will be obtained and maintained by Medical Group, at Medical Group's expense, in the name of and on behalf of Medical Group, including, without limitation, Medicare and Medicaid certifications, NPIs, the state operating room licenses necessary for the ambulatory surgery center operated by Medical Group, and other state licenses.

3.6 Material Contracts. During the term of this Agreement, except as otherwise set forth herein, and in accordance with Section 5.8 below, Medical Group will not enter into any material agreement with any person or entity relating to the provision of any of the Administrative Services or any services similar to the services set forth in this Agreement.

3.7 License. During the term of this Agreement, Medical Group hereby grants to Administrator a perpetual and irrevocable license to use the trade name "The Everett Clinic" and any and all derivations thereof in connection with the provision of the Administrative Services.

4. INDEPENDENT CONTRACTORS.

Administrator and Medical Group are now and will remain as to each other separate and independent contractors. In the performance of this Agreement, it is mutually understood and agreed that each party is at all times acting and performing under this Agreement as an independent contractor, and not as an employee, joint venturer or partner of the other party. Neither party will have any right, authority or duty to act for the other party, except as otherwise agreed to in this Agreement.

5. ADMINISTRATOR'S OBLIGATIONS.

Except as otherwise set forth in Section 5.8 below, and subject to applicable law, Medical Group hereby appoints Administrator as its sole and exclusive administrator for all Administrative Services (defined below) and Administrator agrees to accept responsibility for such administration of Administrative Services to the extent that such services are required for and directly relate to the non-clinical business aspects of Medical Group's practice and operations at the Practice Sites. During the term of this Agreement, Administrator, directly or indirectly, through its or its subcontractor's employees and agents, will provide, as determined to be necessary by and at the request of Medical Group, the following non-clinical support services (not including office space, leaseholds and lease improvements) (collectively, the "*Administrative Services*") in a competent, efficient and commercially reasonable manner, including, without limitation, the following:

5.1 Equipment, Furniture, Improvements, and Computer Hardware and Software.

(a) Administrator will furnish for use by Medical Group certain medical equipment, office equipment, fixtures and furniture and improvements thereon (collectively, the "*Equipment*") that are deemed by Administrator with input from Medical Group to be reasonably necessary for the operation of the Practice Sites. Administrator and Medical Group may mutually agree to the selection of any replacements, additions, or improvements in or to the Equipment for the Practice Sites. Any replacements, additions or improvements to the Equipment will thereafter be deemed to be the Equipment for purposes of this Agreement.

(b) Administrator will maintain the Equipment in good repair, condition and working order, ordinary wear and tear excepted, and will furnish all parts, mechanisms, devices and servicing required therefor, including, without limitation, all preventive and routine maintenance as necessary to maintain the Equipment in a proper state of repair and serviceability.

(c) The Equipment provided by Administrator under this Agreement will at all times be and remain the sole property of Administrator. Medical Group will not cause or permit the Equipment to become subject to any lien, levy, attachment, encumbrance or charge, or to any judicial process of any kind whatsoever, and will not remove any Equipment from the

Practice Sites, except to the extent permitted by written rules and procedures adopted from time to time by Administrator.

(d) Subject to Section 5.4, Administrator will provide Medical Group with all computer hardware (including, but not limited to, any and all necessary related wiring), software and telephone, facsimile and pager equipment necessary for the proper operation of Medical Group's practice (collectively, the "*Computer Equipment*"). Administrator may upgrade or replace such Computer Equipment from time to time, at its sole reasonable discretion. All Computer Equipment, including upgrades to software, will remain the property of Administrator during and following the term of this Agreement, and must be returned immediately by Medical Group to Administrator upon the termination of this Agreement. Medical Group is hereby granted a license to use such software during the term of this Agreement.

5.2 Administrative and Other Services.

(a) Records Maintenance. The maintenance, custody and supervision of business records, papers, documents, ledgers, journals and reports relating to the business operations of the Practice Sites. All such records, papers, documents, ledgers, journals and reports will be and remain the property of Medical Group.

(b) Accounting. The administration of accounting procedures, controls, forms and systems, including making recommendations regarding check signature approvals and banking procedures.

(c) Financial and Tax Reporting. The preparation of monthly, quarterly and annual financial reports, as appropriate, reflecting the operations conducted at the Practice Sites. Such statements will not be audited statements. Administrator agrees to cooperate as reasonably necessary with the accountants in connection with the annual audit conducted by an independent public accountant selected by Medical Group, at Medical Group's sole cost and expense. In addition, Administrator will, on Medical Group's behalf, prepare and file, or cause to be prepared and filed by qualified professionals, all necessary local, state and federal income tax returns. In addition, Administrator may prepare and file all necessary business tax returns, including but not limited to sales, use and personal property tax returns relating to Medical Group. All amounts payable with respect to any such taxes will be the responsibility of and will be for the account of Medical Group. At Administrator's request, Medical Group will assist Administrator or Administrator's tax preparation consultant with the preparation of said returns.

(d) Financial and Tax Planning. The financial and tax planning for the business operations conducted at the Practice Sites, including preparing and delivering quarterly and annual budgets and financial reports, and preparing written reports as requested by Medical Group. At the request of Medical Group, Administrator will assist in establishing policies related to cash investment and tax planning and other financial policies of Medical Group. Administrator will also assist Medical Group in developing strategic short, medium and long-range objectives with respect to Medical Group, including, and subject to Medical Group's approval, identification of new types of services, professional relationships, application of services, development of clinical protocols, outcomes reporting and modeling of innovations in those areas.

(e) Accounts Payable Processing. The processing and payment of accounts payable.

(f) Accounts Receivable Processing. The processing and collection of accounts receivable including the preparation, distribution and recordation of all bills and statements for professional medical and ancillary services rendered on behalf of Medical Group as described in greater detail in Section 5.6(a) below, and including the billing, processing and completion of any reports and forms that may be required by insurance companies, governmental agencies or other third party payors.

(g) Employee Records and Payroll Processing. The provision and processing of all employee record keeping, payroll accounting, including social security and other payroll tax reporting and insurance for all employees of Medical Group, and for all other persons rendering services on behalf of Medical Group at the Practice Sites.

(h) Employee Benefits Administration. The administration of payroll taxes, workers' compensation insurance, unemployment insurance, qualified retirement plans, group insurance benefits, and any other benefit programs adopted by Medical Group for its employees. Notwithstanding the foregoing, Medical Group's personnel files will be and remain the property of Medical Group.

(i) Office Space and Maintenance. The Administrator, on behalf of Medical Group, will negotiate rates and arrange for the procurement of all medical and administrative office space, provided that such office space and improvements will be paid for separately by Medical Group pursuant to Medical Group's separate leases or subleases for such space. The Administrator, on behalf of Medical Group, will acquire for the benefit of Medical Group all leasehold improvements reasonably necessary for the operation of the Practice Sites and repair, maintain and replace such leasehold improvements. In addition, Administrator will provide or arrange for the proper maintenance and cleanliness of (including refuse and medical waste disposal) the Practice Sites.

(j) Insurance. Administrator will, from time to time, evaluate and advise Medical Group regarding the professional liability, general liability and other insurance needs of Medical Group and its employees, taking into consideration coverage customarily obtained by similar enterprises, health plan requirements, hospital requirements and general availability of coverage in the market. Administrator will procure the minimum insurance required for Medical Group set forth in Section 9 of this Agreement and will pay the amount of all premiums for and any costs and expenses related thereto on behalf of Medical Group.

(k) Enhancement of Care Delivery. Administrator will assist Medical Group with the assessment of the effects and efficiencies of Medical Group's evolving care delivery model, including collaborating with health plans in the market to explore new concepts and improvements in processes and care delivery. Administrator will provide training to clinical personnel regarding all administrative and clinical policies and procedures and will provide physician leadership training developed by Administrator and approved by Medical Group.

(l) Marketing. Administrator will assist Medical Group with marketing and public relations functions on behalf of Medical Group, including without limitation, periodic marketing and sales plan support, graphics and printed material support, advertising, sales and promotion services.

(m) Clinical Personnel. With respect to clinical personnel, Medical Group will consult with Administrator, with Medical Group having the exclusive authority to make all final decisions, and Administrator will assist Medical Group with (i) identifying and soliciting participation of health care providers identified by Medical Group as necessary for Medical Group operations; (ii) reviewing and making recommendations regarding the business terms of agreements between Medical Group and clinical personnel, including compensation; (iii) making recommendations for the development, in conjunction with Medical Group, of guidelines for the selection, hiring or firing of clinical personnel; (iv) making recommendations regarding the definition of primary, specialty and ancillary services; (v) assisting Medical Group in developing Medical Group policies and procedures, including without limitation, patient acceptance policies and procedures, except with respect to the professional aspects of Medical Group to the extent the same constitute or directly affect the practice of medicine which are required by applicable law to be decided by a physician; (vi) instructing all clinical personnel and their office staff regarding established Medical Group policies and procedures at least annually during the term of this Agreement; and (vii) coordinating the preparation, negotiation and renewal of agreements between the clinical personnel and Medical Group. Administrator will monitor performance of the respective parties to such agreements for compliance with the terms and conditions set forth therein, as well as all applicable federal and state laws, rules and regulations.

(n) Recruitment. Medical Group will consult with Administrator and Administrator will assist Medical Group with locating and recruiting clinical personnel candidates for consideration by Medical Group. Decisions as to the professional abilities and suitability for admission into Medical Group and the engagement of such providers by Medical Group will exclusively be within the authority of Medical Group.

(o) Membership Eligibility and Support. Administrator will administer the member eligibility process, including, but not limited to, maintaining and updating a current eligibility list to plan members under all plan agreements, administering a system for retroactive eligibility determination and assisting Medical Group in identifying outstanding accounts receivable from ineligible patients, and verifying eligibility on claims and referrals based on the most current information provided by plans. Administrator will also administer necessary membership, plan and provider telephone and other support services consistent with Medical Group's applicable policies and procedures and plan agreements.

(p) Utilization Management. With respect to utilization, Medical Group will consult with Administrator, with Medical Group having the exclusive authority to adopt all policies and make all final decisions, and Administrator will assist Medical Group with (i) developing a proposal outlining the structure and functions of Medical Group utilization and quality management plan after reviewing the requirements of each plan. Medical Group agrees, following review of Administrator's recommendations, to adopt a Medical Group utilization and quality management plan which includes a list of appropriate services for which Administrator has received authority from Medical Group to authorize services provided; (ii) implementing

systems, programs and procedures necessary for Medical Group and clinical personnel to perform utilization management; (iii) recommending procedures for prior authorization of elective, urgent and emergency outpatient ambulatory surgery and hospital procedures; (iv) assisting Medical Group with prospective, current and retrospective review of medical procedures in accordance with Medical Group policies and plan requirements; (v) providing data regarding the use of outpatient and inpatient services by providers to Medical Group; and (vi) providing data regarding the use of providers who are not clinical personnel; provided, however, that any of the utilization management services provided under this Section 5.2(p) will not include services that relate to the professional aspects of Medical Group to the extent that such services constitute or impermissibly impinge upon the practice of medicine under applicable law.

(q) Quality Improvement. Consistent with the Health Care Quality Improvement Act of 1986, 42 U.S.C. § 11101, Administrator will assist Medical Group with developing and maintaining programs to improve the quality of care provided by Medical Group's clinical personnel; provided, however, that Medical Group has exclusive decision-making authority to adopt policies and make all final decisions with respect thereto. Administrative Services provided by Administrator under this Section 5.2(q) will not include services that relate to the professional aspects of Medical Group to the extent that such services constitute or impermissibly impinge upon the practice of medicine under applicable law. Specifically, Administrator will assist Medical Group in implementing:

(i) Peer Review. Upon a request for peer review from an officer or clinical personnel of Medical Group, Administrator will provide administrative support to Medical Group to arrange for such review by a qualified professional or professionals in the same or similar specialty as the clinical personnel under review ("*Review Panel*"). The Review Panel will report the results of such review to the officer or agent of Medical Group and provide assistance to Medical Group to implement recommendations and fulfill reporting obligations, if any.

(ii) Development and Monitoring of Quality Improvement Programs. Administrator will assist Medical Group with developing and monitoring the implementation and success of programs designed to improve the quality of care provided by clinical personnel and encourage identification and adoption of best demonstrated processes.

(iii) Reporting. Medical Group will consult with Administrator and Administrator will assist Medical Group with preparing annual reports, or more frequent reports as the parties deem necessary, using data provided by Administrator for Medical Group's exclusive use in evaluating Medical Group's quality outcomes and medical economics of clinical personnel for purposes related to maintaining a high level of patient quality and improving the efficiencies of clinical personnel.

(r) Licensing and Credentialing. Administrator will apply for and use its reasonable efforts to obtain and maintain in the name and at the expense of Medical Group, all licenses and permits required or appropriate in connection with the operation of Medical Group; provided, however, that Medical Group is ultimately responsible the licenses described in Section 3.5. Medical Group will cooperate with Administrator in applying for, obtaining, and

maintaining such licenses and permits. Without limiting the generality of the foregoing, Medical Group will promptly execute and deliver any certificates, applications, and other documents necessary, appropriate or otherwise reasonably requested by Administrator in connection with the foregoing. In addition, Administrator will provide administrative support to Medical Group at Medical Group's expense regarding credentialing and credentialing criteria; provided that Medical Group has exclusive decision making authority to adopt policies and make final decisions with respect thereto. Administrator will assist Medical Group with collecting, assembling and assessing primary source verification information in order for Medical Group to determine whether to extend or deny credentials in accordance with applicable approved standards and processes.

(s) Compliance and Privacy Program. Administrator shall design and implement a compliance plan, including applicable privacy and security regulatory requirements, approved by the Medical Group (the "Compliance Plan"), including that Administrator shall make available a compliance officer, compliance hotline and compliance training program for the Medical Group's employees and contractors and other individuals or entities performing functions or services related to Medical Group's activities to facilitate compliance by the Medical Group with Laws impacting its business. Administrator shall provide a reporting process that permits the anonymous submission of questions and concerns related to the Medical Group's Activities to the Medical Group's compliance officer. Administrator shall alert the Medical Group to any report for probable violations of applicable Law and assist the Medical Group in reporting such probable violations of law to an appropriate law enforcement agency. Administrator shall assist the Medical Group with respect to periodic updates to the Medical Group's Compliance Plan, if any. The Medical Group and Administrator acknowledge that, in connection with such compliance initiatives or clinical reports, it may be necessary to provide Administrator with protected health information and electronic protected health information and the Medical Group and Administrator agree to treat such information in accordance with the Business Associate Addendum.

5.3 Regulatory Submissions. Administrator shall assist Medical Group in connection with the preparation and submission of all data, reports, and other information the Medical Group is required to submit to Governmental Authorities, including all data, reports and other information required to be submitted to the payors, whether under a payor contract or applicable Law.

5.4 Supplies. Administrator will furnish such supplies as may be deemed reasonably necessary by Administrator for the proper and efficient operation of the Practice Sites, including, but not limited to, stationery, statement forms or invoices, office supplies, copier paper, postage, freight, printing and medical supplies (including providing or arranging for the provision of pharmaceuticals, after consultation with Medical Group and in accordance with applicable federal and state law). Notwithstanding the foregoing, Administrator will consult with Medical Group from time to time as appropriate in connection with the purchase of such supplies.

5.5 Patient Records. Administrator will provide all services related to the maintenance of patient medical records, including record retrieval services, located at the Practice Sites. Except as set forth in Section 8 below, all patient medical records located at the Practice Sites are Medical Group's property, and Administrator will maintain the confidentiality

of all such patient medical records in accordance with applicable laws. With respect to electronic medical records (“EMR”), The Everett Clinic’s EPIC EMR system will be utilized for a five (5) year period beginning on the Effective Date unless otherwise approved by Medical Group.

5.6 Billing and Collection.

(a) Billing and Collection. To relieve Medical Group of the administrative burden of handling the billing and collection of fees for professional medical and ancillary services rendered by or on behalf of Medical Group during the term of this Agreement, Administrator is responsible, on behalf of Medical Group and on the billhead of Medical Group, as its agent, for billing, collecting and depositing the charges made with respect to all professional medical and ancillary services rendered by or on behalf of Medical Group during the term of this Agreement. All billings for services rendered to patients of Medical Group will be made under Medical Group’s name and provider number(s).

(b) Documentation. Medical Group agrees to keep and provide to Administrator all documents, opinions, diagnoses, recommendations, and other evidence and records necessary for the purpose of supporting fees charged for professional medical and ancillary services from time to time. Administrator will maintain complete and accurate records, consistent with the historical practices of Medical Group, of all fees, charges and billings of all services contemplated hereby. It is expressly understood that the extent to which Administrator will endeavor to collect such fees, the methods of collecting, the settling of disputes with respect to charges and the writing off of fees that may be or appear to be uncollectible will at all times be at the reasonable discretion of Administrator, and Administrator does not guarantee the extent to which any fees billed will be collected. Medical Group or Medical Group’s duly authorized agent will have access to and the right at all reasonable times and upon the giving of reasonable notice to examine, inspect and copy the records of Administrator pertaining to such fees, charges, billings, costs and expenses.

(c) Fee Schedule. Prior to or concurrent with the execution of this Agreement, Medical Group will deliver to Administrator an initial schedule of fees for all of Medical Group’s charges (the “*Fee Schedule*”), which Fee Schedule will not exceed the reasonable, usual and customary charges for professional medical and ancillary services provided in the community surrounding the Practice Sites. Thereafter, Medical Group will consult with Administrator at least thirty (30) days prior to making any changes in or additions to such Fee Schedule, and all such changes or additions to the Fee Schedule must be in writing to Administrator.

(d) Bank Accounts. Medical Group will open a bank account (“*Medical Group’s Bank Account*”) at a bank or other suitable financial institution (the “*Agent*”) to be mutually agreed to by the parties to be used solely for depositing the collected “*Revenues*” (as defined in Section 6.1(a) below) and transferring such Revenues as hereinafter provided. Medical Group will instruct the Agent to transfer, at the end of each business day, all Revenues deposited into Medical Group’s Bank Account to such separate second bank account established by Administrator (the “*Sweep Account*”) as Administrator may designate to the Agent from time to time. Medical Group will at all times have sole control over Medical

Group's Bank Account and may at any time or from time to time make withdrawals from Medical Group's Bank Account or otherwise change the disposition instructions Medical Group may have given to the Agent; *provided, however*, that in the event that Medical Group makes any withdrawals from Medical Group's Bank Account or changes the disposition instructions given to the Agent without the prior written consent of Administrator or otherwise in contravention of this Agreement, Administrator will have the right to terminate this Agreement in accordance with Section 11.1(e) below. Medical Group will execute such documents as the Agent may reasonably require, including without limitation a limited power of attorney, to permit the Agent to receive the Revenues, endorse or sign any checks, drafts, notes, money orders, cash, insurance payments, and other instruments relating to such Revenues, stop payment on any checks drawn on behalf of Medical Group, deposit the Revenues into Medical Group's Bank Account, and transfer the Revenues from Medical Group's Bank Account into the Sweep Account.

(e) Disbursements. During the term of this Agreement and for a period of six (6) months thereafter, Administrator is expressly authorized to disburse to itself, from the Sweep Account, all amounts, including all reimbursable expenses, owed by Medical Group from the preceding month. Such disbursement may occur no earlier than the fifteenth (15th) day of the month subsequent to the month in which the expenses arise.

(f) Monthly Report. During the term of this Agreement and for a period of six (6) months thereafter, Administrator will furnish Medical Group with a monthly statement of all collected Revenues for the previous calendar month. Such statement will be provided no later than the fifteenth (15th) day of the month subsequent to the month to which the statement relates.

(g) Survival of Collection Obligation. For a period of six (6) months following the termination of this Agreement, Administrator will continue to bill the charges made with respect to professional medical and ancillary services rendered by or on behalf of Medical Group during the term of this Agreement, and to collect such charges as well as the collected Revenues billed by Administrator prior to the termination of this Agreement in accordance with Section 5.6(a) of this Agreement; *provided, however*, that Administrator will have no obligation to bill or collect the charges for any professional medical and ancillary services rendered by or on behalf of Medical Group after the effective date of the termination of this Agreement.

5.7 Non-Physician Employees. Administrator will, on behalf of Medical Group, hire and/or contract with such non-physician and administrative personnel as may be reasonably necessary to enable Medical Group to carry out and perform its professional medical services at the Practice Sites, subject to the following:

(a) Administrator will, on behalf of Medical Group, employ or contract with all non-clinical support personnel, including, without limitation, all, management and purchasing personnel, janitorial and maintenance personnel, and such other personnel as may be reasonably necessary for the proper and efficient operation of the Practice Sites (collectively, the "*Support Personnel*"). All such Support Personnel will be direct employees of the Administrator.

(b) Administrator will, on behalf of Medical Group and subject to Medical Group's policies and procedures: (i) train, manage and supervise the Support Personnel; (ii)

recruit, hire and dismiss, as necessary, the Support Personnel; (iii) determine the salaries, fringe benefits, bonuses, health and disability insurance, workers' compensation insurance and any other benefits for the Support Personnel; and (iv) be responsible for any appropriate disciplinary action required to be taken against the Support Personnel. Notwithstanding the foregoing, Administrator will consult with Medical Group from time to time as appropriate in connection with the hiring, performance appraisal, and termination of the Support Personnel.

5.8 Managed Care, Legal and Other Contracting.

(a) Administrator will, on behalf of and under the direction of and subject to the final approval of and execution by Medical Group, negotiate the terms and conditions of all managed care agreements with all health maintenance organizations, prepaid health plans, preferred provider organizations, self-insured employers, insurance companies and other payors.

(b) Administrator may enter into, or modify, supplement, amend, or terminate, or grant waivers or releases of obligations under, such contracts, leases, licenses, instruments and other agreements ("*Contracts*"), in the name of and at the expense of Medical Group, as may be reasonably necessary or advisable for the furnishing of all professional services, including without limitation, legal, actuarial and marketing services, supplies, equipment or other products, goods, and services as may be reasonably necessary or appropriate from time to time for the maintenance and operation of Medical Group. Administrator is hereby expressly authorized, as Medical Group's agent, to execute and deliver any of such *Contracts* in the name of and on behalf of Medical Group.

5.9 Administrator's Right to Subcontract. Administrator is hereby expressly authorized to subcontract with any other persons or entities for all or any portion of Administrative Services and any other the services that Administrator is required to provide or furnish to Medical Group pursuant to this Agreement; *provided, however*, that Administrator will remain responsible for all services performed by such other persons or entities, and, *provided, further*, that if Medical Group delivers to Administrator a good faith objection to any such other person or entity, Administrator will use commercially reasonable efforts to accommodate or otherwise address such objection. Administrator may disclose any term of this Agreement to any subcontractor of Administrator who performs services for Administrator on behalf of Medical Group.

6. MANAGEMENT FEE.

6.1 Compensation of Administrator. Medical Group will pay to Administrator, as full and complete compensation for the provision of the Administrative Services described in this Agreement, the following amounts:

(a) Management Fee. During the Term, Medical Group will pay to Administrator on a monthly basis, on or before the fifteenth (15th) day of each month, a management fee equal to twenty-four percent (24%) of the Revenues earned by Medical Group during the preceding calendar month (the "*Management Fee*") as compensation for the Administrative Services. As used herein, the term "*Revenues*" means all amounts earned by Medical Group on a GAAP basis during a calendar month relating to all professional medical

services and ancillary services, net of contractual and other allowances, rendered by the physicians and other allied health professionals employed by or under contract with Medical Group, regardless where such professional medical services and ancillary services were rendered, and regardless whether such amounts will be paid by patients, private or prepaid insurance, or any other third-party payors for such professional medical services and ancillary services. The parties agree to review the Management Fee on an annual basis and any modification thereto will be made in a written amendment to this Agreement in accordance with Section 19.

(b) Additional Compensation. On a semi-annual basis, Medical Group will meet to determine an appropriate bonus to be paid to Administrator, if any, based upon the quality, efficiency and satisfaction of the Administrative Services rendered by Administrator for and on behalf of Medical Group during the preceding six (6) month period.

6.2 Deferred Compensation. Notwithstanding any amounts that may be owing to Administrator pursuant to Section 6.1 above, in the event that in any calendar month collected Revenues are insufficient to cover Medical Group's costs to pay compensation and benefits to those physicians and others who are employed by or under contract to Medical Group (including without limitation, base compensation, incentive compensation, FICA, unemployment taxes and any other employment taxes, malpractice, group life, accident and health insurance premiums and other similar benefits such as license fees, professional organization dues and professional publication subscriptions, and other direct expenses), Medical Group will be entitled to retain sufficient collected Revenues to cover such foregoing Medical Group costs and expenses. If the foregoing retention of collected Revenues by Medical Group results in the nonpayment of any amounts owed by Medical Group to Administrator under Section 6.1 above in any month during the term of this Agreement, such unpaid amounts ("*Shortfall Funding*") will be deferred by Administrator and will be repaid by Medical Group to Administrator in subsequent months in which the collected Revenues exceed the amounts necessary to cover Medical Group's costs and expenses to pay amounts owed to Administrator pursuant to Section 6.1 above (the "*Surpluses*"). Such deferred management fees will be treated in accordance with Section 6.3 below.

6.3 Shortfall Funding. All Shortfall Funding will be repaid by Medical Group to Administrator out of Surpluses in collected Revenues in subsequent months. To the extent such Shortfall Funding is not repaid in full out of Surpluses in collected Revenues in subsequent months by the termination of this Agreement, Medical Group will pay to Administrator the full amount of the unpaid Shortfall Funding (plus interest accruing at the then-prevailing Prime Rate, as published in the "Money Rates" section of the *Wall Street Journal*, plus two percent (2%)) within thirty (30) days following the termination of this Agreement. To secure the repayment of all Shortfall Funding owed by Medical Group to Administrator pursuant to this Section 6, Medical Group will grant to Administrator a security interest in all of Medical Group's assets, including without limitation a first priority security interest in: (a) all present and future accounts receivable of Medical Group, and the proceeds therefrom, and other rights of Medical Group relating to the payment of money for services rendered by or on behalf of Medical Group, no matter how evidenced, all chattel paper, instruments and other writings evidencing any such right, and all goods repossessed or returned in connection therewith, including all proceeds from the sale or disposition of the foregoing, (b) all of Medical Group's fixtures and appurtenances thereto, and (c) such other goods, general intangibles, chattels, fixtures, equipment (of every

nature and description), furniture and personal property that is now owned or may hereafter be acquired by Medical Group (the "Collateral"). In the event any Shortfall Funding is not paid when due, or upon any default as defined herein, Administrator may, with or without terminating this Agreement, exercise all rights and remedies afforded under the Uniform Commercial Code of the state(s) in which the Collateral is located. Medical Group hereby covenants and agrees to execute and deliver any and all financing statements or other documents which may be necessary in Administrator's reasonable judgment to evidence and perfect Administrator's security interest hereunder, if such security interest is ever granted. All rights and remedies of Administrator are cumulative and may be exercised successively or concurrently. Notwithstanding anything in this Section 6.3 to the contrary, Administrator's security interest in the Collateral, if granted, will be junior to any credit facility between Administrator and Medical Group, or between any affiliate of Administrator and Medical Group. In addition, Administrator has the right to pay-off any amounts owing under any such credit facility directly from amounts collected by Administrator on behalf of Medical Group pursuant to this Agreement.

6.4 Expense Reimbursement. Except as otherwise expressly provided in this Agreement, Medical Group will be solely, fully and individually financially responsible for all internal and external costs, expenses and liabilities arising out of the ownership, operation or maintenance of Medical Group (including, without limitation, the Management Fee and any other amounts due to Administrator arising out of or in connection with this Agreement). Medical Group will, on demand, reimburse Administrator for all internal and external costs, expenses and liabilities paid, incurred or satisfied by Administrator in connection with its performance of its obligations under this Agreement or otherwise arising out of the operation, ownership or maintenance of Medical Group.

7. CONDUCT OF MEDICAL PRACTICE.

Medical Group will be solely and exclusively in control of all aspects of the practice of medicine and the provision of professional medical and ancillary services to its patients, including all medical training and medical supervision of licensed personnel, and Administrator will neither have nor exercise any control or discretion over the methods by which Medical Group practices medicine. Administrator's sole function is to provide the Administrative Services to Medical Group in a competent, efficient and reasonably satisfactory manner. The rendition of all professional medical and ancillary services, including but not limited to, diagnosis, treatment and the prescription of medicine and drugs, and the supervision and preparation of medical records and reports are the sole responsibility of Medical Group. For the avoidance of doubt, Administrator will not exercise any control over or otherwise interfere in any manner with the professional medical services provided by Medical Group or any of its physicians or other Medical Group medical personnel. Administrator is not engaged in the practice of medicine or the provision of professional medical and ancillary clinical services.

8. PATIENT RECORDS.

All patient records and charts created in connection with the professional medical services provided by Medical Group at the Practice Sites are and will remain Medical Group's sole property. Notwithstanding the foregoing, Administrator will have a continuing right to inspect and copy (at Administrator's expense) all records pertaining to Medical Group's patients,

subject to all applicable federal and state laws. The parties and their employees and agents will maintain and safeguard the confidentiality of all records, charts and other information generated in connection with the professional services provided hereunder in accordance with all applicable federal and state laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder by the United States Department of Health and Human Services, as amended (“HIPAA”). To this end, the parties agree to abide by the HIPAA Business Associate Agreement attached hereto as **Exhibit A**.

9. INSURANCE.

9.1 Administrator’s Required Coverage. Administrator will maintain, all times during the term of this Agreement, (i) workers’ compensation coverage in accordance with statutory requirements for Administrator’s employees who provide services under this Agreement, (ii) commercial property insurance written based on full replacement value and for Administrator’s assets, and (iii) medical professional and general liability covering Administrator’s employees who perform any work or duties in connection with this Agreement against claims for bodily injury or death and property damage, which insurance will provide coverage on either a claims-made or occurrence basis with a per occurrence limit of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate as respects general liability and not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate as respects medical professional liability (medical malpractice). Such insurance coverage may be satisfied by any combination of primary and excess, risk retention group coverage or other self-insurance and/or umbrella policies. Medical Group may carry any insurance required by this Agreement under a blanket policy. Administrator will implement and maintain policies regarding risk management which are consistent with policies maintained by Administrator for its wholly-owned medical centers.

9.2 Medical Group’s Required Coverage. Medical Group will maintain, at all times during the term of this Agreement, (i) workers’ compensation coverage in accordance with statutory requirements for Medical Group’s employees who provide services under this Agreement, (ii) commercial property insurance written on full replacement value basis and for Medical Group’s assets, and (iii) medical professional and general liability insurance covering Medical Group’s employees who perform any work, duties, or obligations in connection with this Agreement against claims for bodily injury or death and property damage, which insurance will provide coverage on either a claims-made or occurrence basis with a per occurrence limit of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate as respects general liability and not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate as respects medical professional liability (medical malpractice). Such insurance coverage may be satisfied by any combination of primary and excess, risk retention group coverage or other self-insurance and/or umbrella policies. Medical Group may carry any insurance required by this Agreement under a blanket policy.

9.3 Waiver of Subrogation. Each party hereby releases the other party, and such party’s agents and employees, from responsibility for, and waives its entire claim of recovery for any loss or damage arising from any cause covered by the liability insurance required to be

carried herein. Each party will provide notice to its liability insurance carrier or carriers of this waiver of subrogation, and will cause its respective liability insurance carrier(s) to waive all rights of subrogation against the other party hereto. This waiver will not apply to the extent of the deductible amounts for the liability insurance policies or to the extent of liabilities exceeding the limits of such liability insurance policies.

10. INDEMNIFICATION.

10.1 Medical Group hereby agrees to indemnify, defend and hold harmless the Administrator, its affiliates, and its and their officers, employees, shareholders, successors and assigns from any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees and court costs) (collectively, "*Losses*") to the extent arising out of, incident to or in any manner occasioned from (i) the ownership or operation of its business, except to the extent such Losses were caused by Administrator's gross negligence or willful misconduct, or (ii) any breach by Medical Group of any of its representations, warranties, covenants, obligations or duties under this Agreement. The parties understand and agree that Administrator will not have, except as specifically stated herein, any liability (nor be deemed to have assumed any liability) in connection with the ownership or operation of Medical Group's business. All such liabilities will remain with Medical Group.

10.2 Administrator hereby agrees to indemnify, defend and hold harmless Medical Group, its affiliates, and it and their officers, employees, shareholders, successors and assigns from and against any and all Losses to the extent caused by Administrator's gross negligence or willful misconduct related to the provision of Administrative Services hereunder.

10.3 For purposes of clarity, Medical Group agrees that Administrator will have no liability for any breach of any obligation under this Agreement unless such breach constitutes gross negligence or willful misconduct; it being understood that in such case of a breach of an obligation that does not constitute gross negligence or willful misconduct, Medical Group's sole remedy is to terminate this Agreement.

11. TERMINATION.

11.1 Events of Termination. In addition to the termination of this Agreement in accordance with Section 2 above, this Agreement may be terminated upon the occurrence of any of the following events:

(a) Mutual Written Agreement. Mutual written agreement of the parties.

(b) Material Breach. A material breach of this Agreement by either party remains uncured (if able to be cured) to the non-breaching party's reasonable satisfaction after thirty (30) days following receipt of written notice of such breach by the non-breaching party. In the event of a material breach that is uncured or incurable, the non-breaching party may terminate this Agreement upon giving written notice to the breaching party.

(c) Insolvency. If either party applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they become due,

makes a general assignment for the benefit of creditors, files a petition or an answer seeking reorganization or arrangement with creditors or takes advantage of any insolvency law, or if an order, judgment or decree is entered by a court of competent jurisdiction or an application of a creditor, adjudicating such party to be bankrupt or insolvent, or approving a petition seeking reorganization of such party or appointing a receiver, trustee or liquidator of such party or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for a period of thirty (30) consecutive days or more, then the other party may terminate this Agreement upon ten (10) days' prior written notice to such party.

(d) Unrecouped Shortfall Funding. Administrator may terminate this Agreement upon at least thirty (30) days' prior written notice to Medical Group if Administrator is unable to recoup the Shortfall Funding from Surpluses, and Medical Group does not otherwise repay to Administrator the Shortfall Funding amount under Section 6.2 within twelve (12) calendar months after the calendar month in which such amount of Shortfall Funding was first provided by Administrator to Medical Group.

(e) Immediate Termination. Notwithstanding and in addition to any other termination rights that Administrator may have based on the occurrence of any of the following events, this Agreement may be terminated by Administrator for cause, upon at least one (1) business day's prior written notice to Medical Group, upon the occurrence of any of the following events:

(i) In the event of the termination or suspension of the license to practice medicine in the states in which Medical Group operates, including the State of Washington, or the termination or suspension of the DEA registration, of any physician employee of Medical Group who is not then immediately removed by Medical Group from providing patient care services on behalf of Medical Group;

(ii) In the event of the termination or suspension of the medical staff membership and/or privileges at any facility, for a medical disciplinary cause or reason, of any physician employee of Medical Group who is not then immediately removed by Medical Group from providing patient care services on behalf of Medical Group;

(iii) In the event of the conviction of any physician employee of Medical Group of any crime punishable as a felony under applicable state law or of any other crime involving moral turpitude or immoral conduct, who is not then immediately removed by Medical Group from providing patient care services on behalf of Medical Group;

(iv) In the event any physician employee of Medical Group (a) is excluded from participation in any federal health care program, as defined under 42 U.S.C. Section 1320a-7b, (b) is excluded, debarred, suspended, or otherwise ineligible to participate in federal procurement or nonprocurement programs, or (c) is convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible, and such physician employee is not then immediately removed by Medical Group from providing patient care services on behalf of Medical Group;

(v) In the event that any act or omission on the part of Medical Group (or its physician employees) results in the cancellation of Medical Group's medical malpractice insurance, and Medical Group does not obtain new or substitute malpractice insurance that complies with Section 9 above, effective as of the cancellation date of such prior malpractice insurance;

(vi) In the event of any withdrawal by Medical Group from either Medical Group's Bank Account without the written consent of Administrator, or any change by Medical Group in the disposition instructions relating to Medical Group's Bank Account, in contravention of Section 5.6(d) of this Agreement; or

(vii) In the event of the attempted assignment or other unauthorized delegation of any of Medical Group's rights or obligations under this Agreement.

(f) Termination Based on Violation of Law. In the event that legal counsel for either party determines that this Agreement is likely to result in a violation of any federal statute, rule or regulation, or any applicable state statute, rule or regulation, including, but not limited to, any federal and applicable state health care programs, fraud and abuse or applicable state laws governing referral fees and fee-splitting, and where such violation has a material impact on the respective party's ability to perform its obligations under this Agreement (and be duly compensated), then the parties agree to negotiate, in good faith, amendments to this Agreement to conform to such statute, rule or regulation. If the parties are unable to reach agreement on the terms of such amendment within sixty (60) days after good faith negotiations have commenced, then this Agreement may then be terminated by either party upon at least thirty (30) days' prior written notice to the other party.

11.2 Effect of Termination. Termination of this Agreement will not release or discharge either party from any obligation, debt or liability which has previously accrued and remain to be performed upon the date of termination. Following termination, Medical Group has the right to offer employment to any of Administrator's employees or independent contractors whom Medical Group reasonably deems essential to the continued operation of Kemp Ambulatory Surgery Center.

12. ASSIGNMENT.

Nothing contained in this Agreement will be construed to permit assignment by either party of any rights or duties under this Agreement, and such assignment is expressly prohibited without prior written consent of the other party; provided, that Administrator may assign this Agreement without consent to any entity that controls, is under common control with, or is controlled by Administrator. Any attempted assignment by either party in violation of this Section 12 will be null and void and of no force or effect.

13. CONFIDENTIAL AND PROPRIETARY INFORMATION.

13.1 Confidential Proprietary Information. Medical Group recognizes that due to the nature of this Agreement, Medical Group (and its physician employees) will have access to information of a confidential and/or proprietary nature owned by Administrator, including, but not limited to, any and all documents bearing an Administrator form number or other identifying

mark of Administrator, any and all computer programs (whether or not completed or in use), any and all operating manuals or similar materials that constitute the non-medical systems, policies and procedures, methods of doing business developed by Administrator, administrative, advertising or marketing techniques, financial affairs and other information utilized by Administrator. Consequently, Medical Group acknowledges and agrees that Administrator has a proprietary interest in all such information and that all such information constitutes confidential and proprietary information and the trade secret property of Administrator. Medical Group hereby expressly and knowingly waives any and all rights, title and interest in and to such trade secrets and confidential and proprietary information and agree to return or destroy (at Administrator's election) all copies of such trade secrets and confidential and proprietary information related thereto to Administrator at Medical Group's expense, upon the termination of this Agreement.

13.2 Nondisclosure. Medical Group further acknowledges and agrees that Administrator is entitled to prevent Administrator's competitors from obtaining and utilizing its trade secrets and confidential and proprietary information. Therefore, Medical Group agrees to hold Administrator's trade secrets and confidential and proprietary information in strictest confidence and to not disclose them or allow them to be disclosed, directly or indirectly, to any person or entity other than those persons or entities that are employed by or affiliated with Administrator or Medical Group, without the prior written consent of Administrator. During the term of this Agreement, Medical Group will not disclose to anyone, other than persons or entities who are employed by or affiliated with Administrator or Medical Group, any confidential or proprietary information or trade secret information obtained by Medical Group from Administrator, except as otherwise required by law. The parties agree that this Agreement and the terms thereof will be considered confidential and proprietary information of the Administrator and will not be disclosed by either party to a third party, except as otherwise required by law, without the prior written consent of the other party. After the termination of this Agreement, Medical Group (and its physician employees) will not disclose to anyone any confidential or proprietary information or trade secret information obtained from Administrator, except as otherwise required by law or upon the prior written consent of Administrator.

13.3 Notice of Process. If requested by legal process to disclose any confidential or proprietary information or trade secret information of Administrator, Medical Group will promptly give notice of such request or requirement to Administrator so that Administrator may, at its own cost and expense, seek an appropriate protective order or, in the alternative, waive compliance to the extent necessary to comply with such request if a protective order is not obtained. If a protective order or waiver is granted, Medical Group may disclose such information that is required by such court order or to the extent permitted by such waiver.

13.4 Equitable Relief. Medical Group acknowledges and agrees that a breach of this Section 13 will result in irreparable harm to Administrator and that Administrator cannot be reasonably or adequately compensated in damages, and therefore, Administrator is entitled to equitable remedies, including, but not limited to, injunctive relief, to prevent a breach and to secure enforcement thereof in addition to any other relief or award to which Administrator may be entitled, without the necessity of posting any bond or security whatsoever.

14. FORCE MAJEURE.

Notwithstanding any provision contained herein to the contrary, Administrator will not be deemed to be in default hereunder for failing to perform or provide the Administrative Services pursuant to this Agreement if such failure is the result of any labor dispute, act of God, inability to obtain labor or materials, governmental restrictions or any other event which is beyond the reasonable control of Administrator; *provided, however*, that if such event continues for a period in excess of thirty (30) days, either party will have the right to terminate this Agreement by providing the other party with a written notice of its desire to terminate this Agreement at least thirty (30) days prior to the effective date of any such termination.

15. DISPUTE RESOLUTION.

15.1 Agreement to Arbitrate. In the event that any material controversy or dispute arises between the parties hereto with respect to the enforcement or interpretation of this Agreement, or of any specific terms and provisions set forth herein, the parties will use their best efforts and due diligence to reach an agreement for the resolution of such controversy or dispute. In the event that the parties are unable to resolve any such controversy or dispute within thirty (30) days, such controversy or dispute will, at the request of either party, be determined by binding arbitration in Seattle, Washington, in accordance with the provisions of this Section 15.1 and the arbitration rules of the American Health Lawyers Association Dispute Resolution Service (“*AHLADRS*”) in effect on the date of this Agreement, by a single arbitrator who is selected as provided in Section 15.2 below. The arbitrator will base the award on this Agreement and applicable law and judicial precedent and will accompany the award with a written explanation of the reasons for the award. The arbitration will be governed by the substantive and procedural laws of the State of Washington applicable to contracts made and to be performed therein. The decision of the Arbitrator will be binding upon the parties and enforceable in the courts of the State of Washington.

15.2 Selection of Arbitrator. The arbitrator will be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AHLADRS in effect on the date of this Agreement.

15.3 Authority of Arbitrator. The arbitrator will have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties will be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof will be determined and decided exclusively by the arbitrator.

15.4 Discovery; Arbitration Hearing. Rule 4.02 of the arbitration rules of the AHLADRS is hereby modified to provide that discovery is limited to (1) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Rule 4.04 of the AHLADRS arbitration rules is modified to provide that once the evidentiary hearing commences, it will continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the

evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

16. COMPLIANCE WITH LAW.

Each party agrees to comply with all applicable federal and state laws relating to the exercise of its rights and performance of its responsibilities under this Agreement.

17. GOVERNING LAW.

This Agreement is governed solely by and interpreted under the laws of the State of Washington, without regard to conflict of law principles.

18. ENTIRE AGREEMENT.

This Agreement and the exhibit attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents, representations and understandings of the parties which may relate to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement will bind either party.

19. AMENDMENT.

No modification, amendment or addition to this Agreement, nor waiver of any of its provisions, will be valid or enforceable unless in writing and signed by both parties.

20. HEADINGS.

The headings set forth herein are for the purpose of convenient reference only, and have no bearing whatsoever on the interpretation of this Agreement.

21. NOTICES.

All notices, requests, demands or other communications hereunder must be in writing and must be given and will be deemed to have been given upon receipt if delivered by Federal Express, on the date of delivery if delivered in person, or three (3) days after mailing if sent by certified or registered mail with first-class postage prepaid, as follows:

If to Medical Group:

The Everett Clinic, PLLC
3901 Hoyt Avenue
Everett, Washington 98201
Attention: President

If to Administrator:

Everett MSO, Inc.
1423 Pacific Avenue
Tacoma, Washington 98402-4203
Attention: Chief Executive Officer

with a copy to:

2000 16th Street
Denver, CO 80202
Attention: General Counsel, HealthCare Partners
Facsimile: Provided upon request by phone

or to such other person(s) or address(es) as may be designated by the parties in accordance with the provisions of this Section 21.

22. WAIVER.

Any waiver of any provision hereof will not be effective unless expressly made in writing executed by the party to be charged. The failure of any party to insist on performance of any of the terms or conditions of this Agreement will not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto will continue in full force and effect.

23. NO THIRD PARTY BENEFICIARY.

None of the provisions contained in this Agreement is intended by the parties, nor will any be deemed, to confer any benefit on any person not a party to this Agreement.

24. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, all of which will, in the aggregate, be considered one and the same instrument. Signatures sent by facsimile or electronic transmission will be deemed to be originals for all purposes of this Agreement.

25. SEVERABILITY.

In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

26. ADDITIONAL DOCUMENTS.

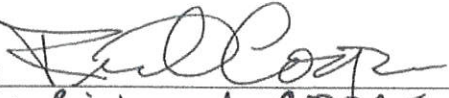
Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other party to implement or complete such party's obligations pursuant to this Agreement and to otherwise cooperate fully with such other party in connection with the performance of such party's obligations under this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives effective as of the date first written above.


ADMINISTRATOR:

Everett MSO, Inc.
a Washington corporation

By: 
Print: Richard Cooper
Title: CEO/Market President

MEDICAL GROUP:

The Everett Clinic, PLLC, a Washington professional limited liability company

By: 
Print: Shawn Slack MD
Title: President

APPENDIX B

GROUP PRACTICE
AGREEMENT

Execution Copy

LIMITED LIABILITY COMPANY AGREEMENT
OF
EVERETT CLINIC MERGER SUB, PLLC
(and After a Planned Merger, the Limited Liability Company Agreement)
OF
THE EVERETT CLINIC, PLLC
EFFECTIVE AS OF FEBRUARY 28, 2016

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LIMITED LIABILITY COMPANY AGREEMENT
OF
EVERETT CLINIC MERGER SUB, PLLC

(and after a Planned Merger, the Limited Liability Company Agreement)

OF

THE EVERETT CLINIC, PLLC

This LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") is adopted effective as of the 28th day of February, 2016 (the "Effective Date"), by DaVita Everett Physicians, Inc., P.S., a Washington professional services corporation (the "Member").

Recitals

A. This limited liability company is being formed by the Member for the purpose of merging the Company (as defined below) with The Everett Clinic PLLC (the "Merger") pursuant to the terms of that Agreement and Plan of Merger entered into by, among other parties, The Everett Clinic, P.S. and DaVita Healthcare Partners Inc. dated November 23, 2015, as may be amended (the "Merger Agreement").

B. This Agreement is intended to survive the Merger. Pursuant to the terms of the Plan of Merger between the Company and The Everett Clinic, PLLC, this Agreement will be the limited liability company agreement of the surviving merged entity.

NOW, THEREFORE, pursuant to the Act (as defined in Section 3.1), the following constitutes the Limited Liability Company Agreement, as the same may be amended from time to time, for Everett Clinic Merger Sub, PLLC (the "Company") and after the Merger, The Everett Clinic, PLLC, a Washington professional limited liability company

SECTION 1
FORMATION OF LIMITED LIABILITY COMPANY; EFFECT OF MERGER

1.1. Formation. In connection with the Merger and as contemplated by the Merger Agreement, the Company is formed and will operate as a professional limited liability company pursuant to the provisions of Chapter 15 of Title 25 and subject to the provisions of Chapter 100 of Title 18 of the Revised Code of Washington. On February 26, a Certificate of Formation for the Company was filed with the Washington Secretary of State. In accordance with the Revised Code of Washington, the Company provides professional medical services through its employees and agents who are duly licensed to practice medicine.

1.2. Conversion and Merger. This Agreement will serve as the limited liability company agreement of the Company before the Merger and The Everett Clinic PLLC

after the Merger. The Merger is undertaken in furtherance of the conversion (the "Conversion") of The Everett Clinic, P.S., a Washington professional service corporation, into a PLLC and the subsequent Merger, with the Everett Clinic, PLLC being the survivor of that Merger. Unless otherwise noted herein, all provisions of this Agreement shall apply to the Company both before and to the Everett Clinic, PLLC after the Merger.

1.3 **Member.** The sole member of the Company is the Member, before the Merger, and the sole member of The Everett Clinic, PLLC after the Merger. The Member will own one unit of the Company

SECTION 2 NAME

The business will be conducted under the name Everett Merger Sub, PLLC, and at the Effective Time under the name The Everett Clinic, PLLC, or such other name as the Member may hereafter designate.

SECTION 3 DEFINITIONS

As used in this Agreement, the following terms have the meanings indicated.

3.1 **"Act"** means Chapter 15 of Title 25 and Chapter 100 of Title 18 of the Revised Code of Washington.

3.2 **"Administrative Services Company"** means The Everett Clinic Medical Group, PC, a Washington professional corporation, which has entered into an Administrative Services Agreement with The Everett Clinic, PLLC, effective as of February 29, 2016.

3.3 **"Agreement"** means this Limited Liability Company Agreement, as amended, modified or supplemented from time to time.

3.4 **"Capital Contribution"** means any amount contributed by the Member to the Company in respect of the Member's Membership Interest, which contribution may take the form of (a) cash, (b) property, (c) services rendered, (d) a promissory note or other binding obligation to contribute cash or property or to perform services or (e) any combination of the foregoing.

3.5 **"Cash Available for Distribution"** means and includes all funds received by the Company from (a) its operations, including interest earned on such funds; (b) borrowing or the refinancing of any indebtedness of the Company; and/or (c) the sale of any of the Company's assets (but excluding sales made to liquidate Company Property upon dissolution), and determined by the Member to be available for distribution after paying expenses, making prepayments of indebtedness of the Company and providing reserves for such anticipated expenses as the Member determines are necessary or desirable for the efficient and appropriate operation of the Company.

3.6 "Code" means the Internal Revenue Code of 1986, as amended. All references to particular sections of the Code will be deemed to include references to corresponding provisions of subsequent federal tax law.

3.7 "Company" has the meaning given in the introduction to this Agreement.

3.8 "Company Partners" means at the Effective Time each former shareholder of The Everett Clinic, P.S., as long as he/she remains an employee of the Company or the Administrative Services Company, as well as any other physicians or advanced clinical practitioners who are so employed by the Company but were not former shareholders of The Everett Clinic, P.S. and are approved to be Company Partners by majority vote of the Clinical Leadership Board. All such Company Partners must be licensed in good standing in the State of Washington as physicians or advanced clinical practitioners, respectively. A Company Partner has no legal rights as a "partner" under Washington law or otherwise, and will not be deemed to be a "member," manager, or owner of Company, and his/her sole rights with respect to the Company will be to exercise the rights set forth in Section 9 of this Agreement.

3.9 "Company Property" means all real and personal property acquired by the Company and includes both tangible and intangible property.

3.10 "Effective Time" means the effective time of the Merger.

3.11 "Medical Group Physician Owner" means the sole shareholder (or shareholders) of the Member, acting on behalf of the Member.

3.12 "Member" means, effective as of the date first above written, DaVita Everett Physicians, Inc., P.S., a Washington professional service corporation. In accordance with Section 10, no other Person whatsoever, including, without limitation, any successor, assign, estate, executor, personal representative, heir or beneficiary of the Member, will be admitted as or otherwise deemed to be a Member without the Member's prior written consent. The Member will have all rights conferred upon a "member" under the Act, as modified by this Agreement.

3.13 "Membership Interest" means the ownership interest of the Member in the Company, including the right of the Member to any and all benefits to which such Member may be entitled as provided in this Agreement or the Act, together with the obligations of the Member to comply with the terms hereof and the Act.

3.14 "Person" means any individual, trust, estate or any incorporated or unincorporated entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such person where the context so permits.

SECTION 4 NATURE OF BUSINESS

The purpose of the Company is to practice medicine and to do any and all things necessary, convenient or incidental to that purpose.

**SECTION 5
MEMBER**

5.1 Capital Contributions of Member. The initial Capital Contribution of the Member will be Two Thousand Dollars (\$2,000.00), the receipt of which is hereby acknowledged. The Member will be the owner of one hundred percent (100%) of the Membership Interests in the Company.

5.2 No Personal Liability. Except as required by applicable law, the Member will not be personally liable for any debts, liabilities or obligations of the Company, whether to the Company or to the creditors of the Company, beyond the amount contributed by the Member to the capital of the Company, if any.

**SECTION 6
TERM**

The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of Washington and will be perpetual, unless sooner terminated as hereinafter provided.

**SECTION 7
PRINCIPAL PLACE OF BUSINESS; REGISTERED AGENT AND OFFICE**

7.1 Principal Place of Business. The principal place of business of the Company is 3901 Hoyt Avenue, Everett, Washington 98201, or such other place as the Member may designate, either within or without the State of Washington.

7.2 Registered Agent. The registered agent of the Company pursuant to Section 25.15.021 of the Act is David A. Ellenhorn, Ogden Murphy Wallace, P.L.L.C., 901 Fifth Ave., Suite 3500, Seattle, WA 98164, or such other agent or office as the Member may designate in the State of Washington.

**SECTION 8
ALLOCATIONS AND DISTRIBUTIONS**

8.1 Allocations. Except as otherwise required by applicable law, all items of profits and losses will be allocated to the Member in accordance with its Membership Interest.

8.2 Distributions. Any Cash Available for Distribution may be distributed to the Member at such times as determined by the Member in its sole discretion.

8.3 Dissolution. Upon the occurrence of a Dissolution Event (as defined hereinafter), the Member will liquidate Company Property and apply and distribute the proceeds thereof as follows:

(a) The proceeds will first be applied to the payment of the liabilities of the Company (including the repayment of any loans or advances made by the Member to the Company) and the expenses of liquidation. The Member may cause the Company to retain such

amounts as it deems necessary as a reserve for contingent liabilities or obligations of the Company. A reasonable time will be allowed for the orderly liquidation of the Company.

(b) Any or all proceeds remaining after paying the liabilities referred to in subparagraph (a) above will be distributed to the Member.

8.4 Capital Contributions. The Member will not be obligated to make Capital Contributions to the Company but the Member may make additional Capital Contributions and may (but will not be obligated to) lend the Company additional funds. Any funds so lent will be repaid with reasonable interest prior to any distribution to the Member pursuant to Section 8.3(u). The Member will not be entitled to interest on the Member's Capital Contribution.

SECTION 9 MANAGEMENT

9.1 Management.

(a) **Member.** The business and affairs of the Company will be managed by the Member, acting through its Medical Group Physician Owner, subject to the authority after the Effective Time delegated by the Member to the Clinical Leadership Board (as defined below), Company Partners (as defined below) and Medical Group Physician Owner of the Company as described in this Section 9.1.

(b) **Clinical Leadership Board.** As of the Effective Time, the Company and the Member hereby delegate to a leadership board (the "Clinical Leadership Board") pursuant to RCW 25.15.157 all rights and powers to manage and control the clinical decisions relating to patient care and medical services of the Company (with complete independence and autonomy), provided, however, that the Clinical Leadership Board may not take any action involving or related to the general business and affairs of the Company (non-clinical), which will be delegated to the Member, including without limitation the following items, as well as other non-clinical business matters of the Company, without first obtaining the prior approval of the Medical Group Physician Owner: (i) approving new strategic alliances and the affiliation, establishment and/or acquisition of additional medical facilities or medical practices in Washington or Oregon; (ii) approving the Company's entry into new business lines; (iii) approving or disapproving capital plans, significant purchases, or sales of personal or real property having significant value; (iv) approving long-term borrowing of funds; (v) selecting, removing or replacing the Company's financial auditor; and (vi) amending the Company's physician and advanced clinical practitioner compensation plan; provided, further, that any matter requiring the majority vote of the Clinical Leadership Board must include the vote of the Medical Group Physician Owner in order to be deemed effective. The Clinical Leadership Board will be responsible for establishing the compensation program for the Clinical Leadership Board and the President of the Clinical Leadership Board, subject to the approval of the Medical Group Physician Owner. The Clinical Leadership Board shall not constitute a manager or a board for purposes of RCW 25.15.154(3).

(c) **Election of Clinical Leadership Board.** The number of members of the Clinical Leadership Board will be twelve (12). The members of the Clinical Leadership Board will be elected by the Member as follows:

(i) One (1) member of the Clinical Leadership Board will be the Medical Group Physician Owner; provided, however, that such board member may not simultaneously serve as the President of the Clinical Leadership Board.

(ii) All other members of the Clinical Leadership Board will be Company Partners or physician employees or physician-independent contractors of the Administrative Services Company. Such members who are Company Partners will be recommended for membership on the Clinical Leadership Board by the majority vote of the Company Partners, provided that all such members of the Clinical Leadership Board who are selected by the Company Partners will be subject to the final approval of Medical Group Physician Owner, who will have the right to disapprove any such elected Company Partner and appoint a replacement Company Partner to the Clinical Leadership Board. The Medical Group Physician Owner will also have the right to remove and replace members of the Clinical Leadership Board at any time and to make appointments to fill any vacancies on the Clinical Leadership Board provided that such replacements are either Company Partners or physician employees or physician-independent contractors of the Administrative Services Company.

(iii) Meetings of the Clinical Leadership Board may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a member of the Clinical Leadership Board in a meeting pursuant to this Section 9.1(c)(iii) will constitute presence in person at such meeting. The President/CEO of the Administrative Services Company will serve as a non-voting participant at meetings of the Clinical Leadership Board. The Clinical Leadership Board, in its discretion, may also invite a patient representative or community member to serve as a non-voting participant (a "Non-Voting Community Representative") at a meeting of the Clinical Leadership Board. The Clinical Leadership Board will have the right to exclude such Non-Voting Community Representative from executive sessions of the Clinical Leadership Board.

(iv) Subject to the foregoing limitations, the Clinical Leadership Board will nominate and approve, by majority vote, one (1) of its members to serve as President of the Clinical Leadership Board, for a term not to exceed two (2) years.

(d) **Cooperation with Administrative Services Company.** The Clinical Leadership Board will work together with the Administrative Services Company to effect the objectives of a TEC five (5) year strategic plan to be developed and approved by the Medical Group Physician Owner. The Clinical Leadership Board and the management team of the Administrative Services Company will advise on the following actions, provided, however, that the Medical Group Physician Owner will have the ultimate authority and approval (or disapproval) of such actions: (i) approving or disapproving the opening or closing of Company's facilities or medical offices, and/or any other significant changes in its operation; (ii) developing and implementing plans and programs to supporting patient safety, clinical quality, patient experience, clinician satisfaction and leadership development, promoting a positive culture and

best-workplace goals; (iii) approving Company budget guidelines and operating, capital, and cash management budgets; and (iv) reviewing, evaluating, and approving the Administrative Services Company's and the Company's respective corporate performance and operating reports on a periodic basis, including without limitation awarding bonuses to the Administrative Services Company.

9.2 Authority to Bind the Company: Except as otherwise permitted under this Agreement, no attorney-in-fact, employee or other agent of the Company (other than the Member or the Medical Group Physician Owner acting on behalf of the Member) has any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

9.3 Indemnity of the Member, Officers, Employees and Other Agents.

(a) **Right to Indemnification.** Subject to the limitations and conditions provided in this Section 9.3, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative ("Proceeding"), or any appeal in such Proceeding or any inquiry or investigation that could lead to such Proceeding, by reason of the fact that the Indemnified Person was or is a Member, officer, legal representative or agent of the Company, was or is a member of the Clinical Leadership Board, or was or is a legal representative of the Member, will be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith; in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Company; in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Agreement; and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, provided, however, that the Company will not be obligated to indemnify any Indemnified Person for losses incurred by the Company or any other individual or entity or any expenses, liabilities or losses (including attorneys' fees, judgments, fines, excise taxes and penalties) attributable to (i) the reckless disregard, intentional misconduct or knowing violation of law by such Indemnified Person or any of its affiliates or for conduct violating RCW 25.15.231, (ii) the breach by such Indemnified Person or any of its affiliates of any governing document of the Company after giving effect to any cure period set forth therein, (iii) any legal action by or on behalf of the Indemnified Person or any of the Indemnified Person's affiliates challenging the validity or enforceability of this Agreement or any other written contract, agreement or understanding between the Indemnified Person and the Company or between the Company and any of its affiliates, (iv) the Indemnified Person's commission of any felony or any crime involving moral turpitude, (v) as a result of the Indemnified Person's misconduct, the Indemnified Person's exclusion from participation in any "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) (including Medicare, Medicaid, TRICARE and similar or successor programs with or for the benefit of any governmental authority), (vi) the Indemnified Person's fraud, misappropriation or embezzlement with respect to the Company or its affiliates, or (vii) any expenses, liabilities or losses arising from or related to (A) medical malpractice claims against such Indemnified Person arising from such Indemnified Person's

work as a licensed health care provider or (B) the loss of or failure by such Indemnified Person to maintain any professional license, permit, certification or privilege maintained or required to be maintained by such Indemnified Person as health care provider. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his or her conduct was unlawful.

(b) **Success on Merits.** To the extent that an Indemnified Person has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 9.3(a), or in defense of any claim, issue or matter therein, such Indemnified Person will be indemnified against all expenses (including attorneys' fees) actually and reasonably incurred by such Indemnified Person in connection therewith.

(c) **Limitations on Indemnification.** The obligations of the Company in this Section 9.3 are subject to the following limitations:

(i) The amount of an Indemnified Person's expenses, liabilities and losses indemnifiable hereunder will be offset by the amount of (A) any insurance proceeds actually recovered from insurers, and (B) any indemnity, contribution or other similar payments received by such Indemnified Person from third parties with respect to such expenses, liabilities and losses.

(ii) If the Indemnified Person receives mitigating insurance proceeds, recoveries from third parties for any expenses, liabilities or losses that are indemnifiable or recoverable hereunder after an indemnification payment is made in respect of such expenses, liabilities or losses, then the Indemnified Person will promptly pay to the Company the amount of such insurance proceeds and third party recoveries when and to the extent actually received. In no event will an Indemnified Person be obligated to remit to the Company any offsetting payment under this Section 9.3(c)(ii) in excess of the amount previously paid by the Company to such Indemnified Person in respect of the underlying expenses, liabilities or losses indemnifiable or recoverable hereunder.

(iii) The Company and the Indemnified Persons will take (and cause their applicable Affiliates to take) all commercially reasonable steps to timely pursue any available recovery from insurers or from third parties pursuant to any contractual rights to indemnification, reimbursement, offset or recovery against such third parties in respect of any expenses, liabilities and losses that are indemnifiable under this Section 9.3.

(iv) An Indemnified Person will not be entitled to recover or make a claim for any amounts in respect of special or punitive damages, other than such damages as the Indemnified Person may be required to pay to third parties as a result of the facts and circumstances underlying such indemnification claim.

(v) Nothing in this Agreement may be construed to require or permit indemnification of an Indemnified Person to the extent not permitted under applicable law.

(d) **Survival.** Indemnification under this Section 9.3 will continue as to an Indemnified Person who has ceased to serve in the capacity which initially entitled such Indemnified Person to indemnity hereunder. The rights granted pursuant to this Section 9.3 will be deemed contract rights, and no amendment, modification or repeal of this Section 9.3 will have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

(e) **Advance Payment.** The right to indemnification conferred by this Section 9.3 will include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification, provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding will be made only upon delivery to the Company of a written affirmation by such Indemnified Person of his or her good faith belief that he has met the standard of conduct necessary for indemnification under this Section 9.3 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it is ultimately determined that such Indemnified Person is not entitled to be indemnified under this Section 9.3 or otherwise.

(f) **Savings Clause.** If any portion of this Section 9.3 is invalidated on any ground by any court of competent jurisdiction, then the Company will nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the fullest extent permitted by any applicable portion of this Section 9.3 that is not invalidated and to the fullest extent permitted by applicable law.

SECTION 10 ADDITIONAL MEMBERS

No Person may become a member without the prior written consent of the Member. No new member will be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Member may, at the Member's option, at the time a new member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new member for that portion of the Company's tax year in which the new member was admitted in accordance with the provisions of Section 706(d) of the Code and the regulations promulgated thereunder.

SECTION 11 PLEDGE OF MEMBERSHIP INTEREST

Any provision to the contrary contained in this Agreement notwithstanding, the limited liability company Membership Interests issued hereunder or covered hereby may be pledged to any lender or lenders as collateral for the indebtedness, liabilities and obligations of the Company

and/or any of its subsidiaries to such lender or lenders, and any such pledged limited liability company Membership Interests will be subject to such lender's or lenders' rights under any collateral documentation governing or pertaining to such pledge. The pledge of such limited liability company Membership Interests will not, except as otherwise provided in such collateral documentation, cause a Member to cease to be a Member or cause any lender to have the power to exercise any rights or powers of a Member and, except as provided in such collateral documentation, such lender or lenders will not have any liability solely as a result of such pledge. Without limiting the foregoing, the right of such lender or lenders to enforce their rights and remedies under such collateral documentation hereby is acknowledged and any such action taken in accordance therewith will be valid and effective for all purposes under this Agreement (regardless of any restrictions herein contained) and any assignment, sale or other disposition of the limited liability company Membership Interests by such lender or lenders pursuant to any such collateral documentation in connection with the exercise of any such lender's or lenders' rights and powers will be valid and effective for all purposes, including, without limitation, under the Act and this Agreement, to transfer all right, title and interest of the applicable Member hereunder to itself or themselves, any other lender or any other person (each, an "Assignee") in accordance with such collateral documentation and applicable law (including, without limitation, in accordance with such collateral documentation and applicable law, the rights to participate in the management of the business and the business affairs of the Company, to share profits and losses, to receive distributions and to receive allocations of income, gain, loss, deduction, credit or similar items) and such Assignee will be a Member of the Company with all rights and powers of a Member. Such assignment will not constitute an event of dissolution under this Section 11 or Section 12. Further, no lender or any such Assignee will be liable for the obligations of any Member assignor to make contributions. The Member approves all of the foregoing and agrees that no further approval will be required for the exercise of any rights or remedies under such collateral documentation.

SECTION 12 DISSOLUTION OF THE COMPANY

12.1 Dissolution Events. The Company will be dissolved only upon the occurrence of any of the following events ("Dissolution Events");

(a) The issuance of a decree by a court of competent jurisdiction ordering the dissolution of the Company;

(b) The decision of the Member to dissolve the Company; or

(c) Except as provided below, the occurrence of any event described in Section 25.15.265 of the Act.

The Company will not dissolve prior to the occurrence of a Dissolution Event. The withdrawal of the Member will not cause a dissolution of Company and unless otherwise provided herein, the business of the Company will automatically continue after any such withdrawal. If it is determined that the Company has dissolved prior to the occurrence of a Dissolution Event, the Member will continue the business of the Company without a winding-up or liquidation.

12.2 Winding-Up. Upon the occurrence of a Dissolution Event, the Member will proceed with the winding-up of the affairs of the Company, and Company Property will be applied and distributed in accordance with the provisions of Section 8.3 of this Agreement.

SECTION 13 ENTITY ELECTION

The Member will take all such steps as it deems necessary or appropriate to obtain the entity classification for tax purposes that the Member deems to be in the best interests of the Company and the Member. Such steps may include, but are not limited to, the filing of an election with the Internal Revenue Service.

SECTION 14 MISCELLANEOUS

14.1 Rights of Creditors and Third Parties Under this Agreement. None of the provisions contained in this Agreement, including any agreement between the Company and the Member with respect to any Capital Contribution or otherwise, is intended or will be deemed to confer any third party beneficiary rights or other benefit on any person not a party to this Agreement, including any creditor of the Company or any other Person; other than the Indemnified Persons as provided in Section 9.3 whose rights are as set forth in Section 9.3.

14.2 Title to Real Estate. Title to any real estate owned by the Company (or to be acquired by the Company) or in which the Company has an interest may be held in the name of the Company or, if permitted by the Act, in the name of any other nominee designated by the Member, including, without limitation, a trustee of a land trust.

14.3 Insurance. The Company will maintain, or the Administrative Services Company will maintain on behalf of Company at Company's expense, at all times during the term of this Agreement, (i) workers' compensation coverage in accordance with applicable statutory requirements for the Company's employees who provide services under this Agreement, (ii) commercial property insurance written on full replacement value basis and for the Company's assets, and (iii) medical professional and general liability insurance covering the Company's employees who perform any work, duties or obligations for the Company against claims for bodily injury or death and property damage, which insurance will provide coverage on a claims-made or occurrence basis with a per occurrence limit of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate as respects general liability and not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate as respects medical professional liability (medical malpractice) and (iv) directors' and officers' liability insurance. Such insurance coverage may be satisfied by any combination of primary and excess, risk retention group coverage or other self-insurance, and/or umbrella policies. The Company may carry any insurance required by this Agreement under a blanket policy.

14.4 Governing Law; Venue. This Agreement and the rights of the parties hereunder will be governed by and construed in accordance with the laws of the United States and of the State of Washington irrespective of choice-of-law principles. Venue for any action or

proceeding related to this Agreement will exclusively be in Snohomish County, Washington or in federal court in the Western District of Washington.

14.5 Binding Effect. Except as herein otherwise specifically provided, this Agreement will be binding upon and inure to the benefit of the parties and their heirs, successors, representatives and permitted assigns.

14.6 Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.

14.7 Invalidity. If any provision of this Agreement, or the application of such provision to any person or circumstances, will be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected hereby.

14.8 Termination. This Agreement may not be terminated without the consent of the Member.

14.9 Derivative Actions. The Member waives any right it may have under Section 25.15.386 of the Act to commence a derivative action on behalf of the Company to recover a judgment in the Company's favor.

14.10 Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder will be deemed received when personally delivered, when received by receipted overnight delivery, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

If to the Member:

DaVita Everett Physicians, Inc., P.S.
3901 Hoyt Avenue
Everett, Washington 98201
Attention: President

With a simultaneous copy to:

McDermott Will & Emery LLP
2049 Century Park East, Suite 3800
Los Angeles, California 90067
Attention: David L. Klatsky
Phone: (310) 551-9379
Email: dklatsky@mwe.com

If to the Company:

The Everett Clinic, PLLC
3901 Hoyt Avenue
Everett, Washington 98201
Attention: Medical Group Physician Owner

With a simultaneous copy to:

McDermott Will & Emery LLP
2049 Century Park East, Suite 3800
Los Angeles, California 90067
Attention: David L. Klatsky
Phone: (310) 551-9379
Email: dklatsky@mwe.com

If to the Clinical Leadership Board:

To each member of the Clinical Leadership Board at his/her home address as shown on the books and records of the Company or, if different, at such other address as such member of the Clinical Leadership Board shall provide to the Company from time to time.

14.11 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior documents, representations and understandings of the parties or any other persons which may relate to the subject matter of this Agreement. No other understanding, oral or otherwise, regarding the subject matter of this Agreement will bind either party, unless this Agreement is amended in accordance with Section 14.13 hereof.

14.12 Amendment: This Agreement may only be amended by the Member upon prior notice to the Clinical Leadership Board and after the Member has discussed such amendment with the Clinical Leadership Board. The Clinical Leadership Board and the Member will make themselves reasonably available for such discussion promptly after the Member has provided such notice (the "Discussion Notice"), and in no event later than thirty (30) days after the Clinical Leadership Board has received such Discussion Notice from the Member. Notwithstanding the foregoing, if the Discussion Notice states that the amendment is of an urgent nature, the Clinical Leadership Board and the Member will make themselves available for such discussion as soon as possible, and in no event later than five (5) business days following receipt of such Discussion Notice, or by such later deadline as may be set forth in such Discussion Notice.

[Signature page follows.]

APPENDIX C

FLOOR PLAN

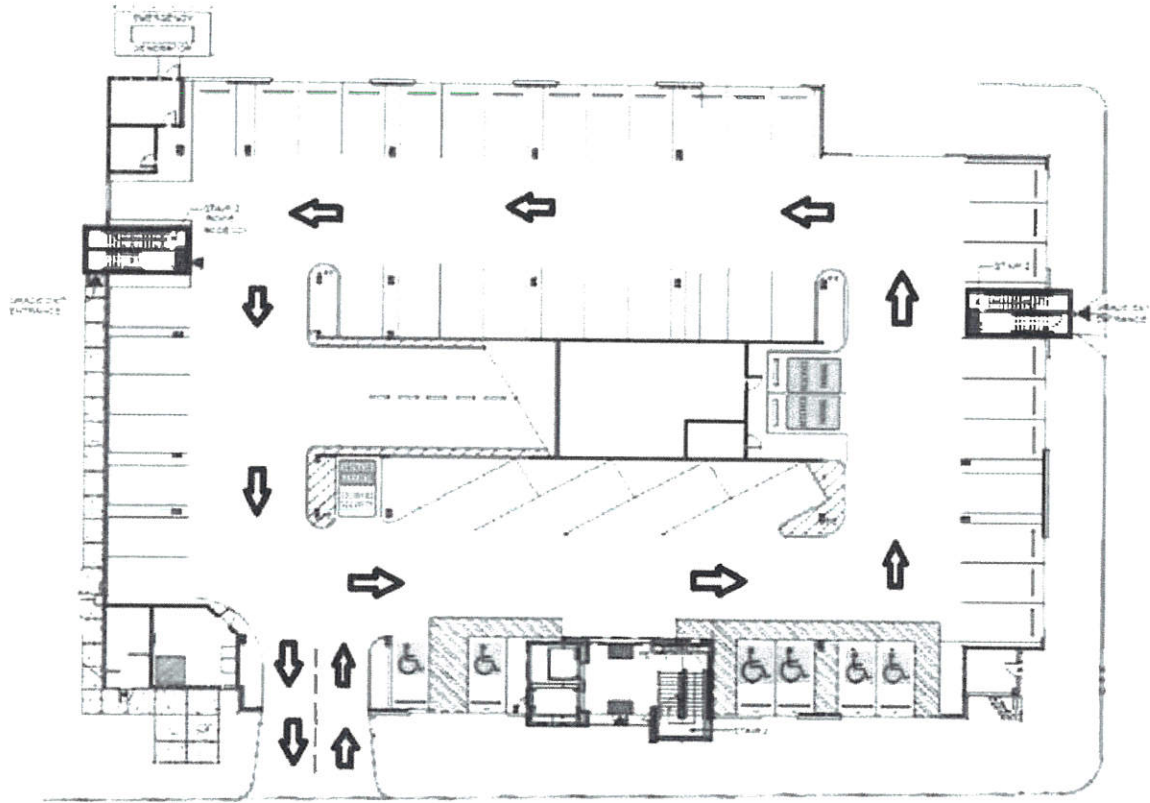


- PUBLIC**
- LOBBY & PUBLIC SPACES
- AMBULATORY SURGERY CENTER**
- GENERAL AMBULATORY CENTER
- OPERATING ROOMS
- CLINICAL**
- PRE-POST SURGICAL
- SHARED STAFF SPACE USED BY ASC
- CLINICAL
- ADVANCED IMAGING & PHYSICAL THERAPY

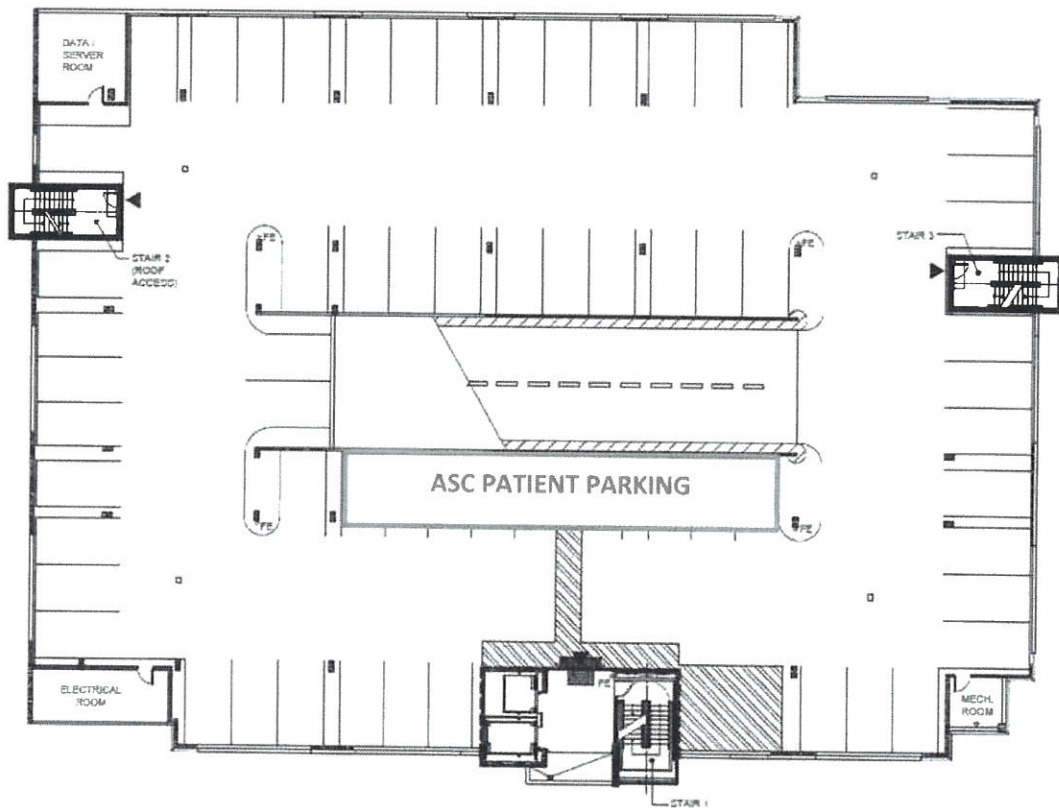


① THIRD FLOOR PLAN

1st Floor - Patient Only Parking



2nd Floor - Staff Parking EXCEPT for Spaces Directly Across from the Elevator (ASC Patient Parking)



APPENDIX D
PHYSICIAN LIST

APPENDIX D

Name	Credential #	Owner/Employee	% of time employed by applicant practice
Fa Abigail C. De Imus, M.D.	MD00038739	Employee	100%
Paul A. Abson, M.D.	MD00028450	Employee	100%
Jeffery R. Adams, M.D.	MD00039990	Employee	100%
Robert E. Andre, M.D.	MD00020344	Employee	100%
Anne C. Anholm, M.D.	MD00028981	Employee	100%
Anuja Bhandari, M.D.	MD00038486	Employee	100%
Dawn M. Cantrell, M.D.	MD60070851	Employee	100%
Michael D. Carpenter, M.D.	MD00044891	Employee	100%
David Chang, DO	OP60765252	Employee	100%
Tony Chen, M.D.	MD60779892 or MD60859243	Employee	100%
Jianfeng Cheng, M.D.	MD60550684	Employee	100%
Benjamin Chia, M.D.	MD60663349	Employee	100%
Andrew Chrisman, M.D.	MD60758075	Employee	100%
Jason Coddling, M.D.	MD60846830	Employee	100%
Quan M. Dau, M.D.	MD60290395	Employee	100%
Joseph M. Drosdeck, M.D.	MD60755879	Employee	100%
Vijay J. Francis, M.D.	MD60158513	Employee	100%
Mark A. Friedman, M.D.	MD00046204	Employee	100%
D. Whitney Frost, M.D.	MD00023739	Employee	100%
Julie E. Furlan, M.D.	MD60341356	Employee	100%
Timothy A. Graves, M.D.	MD00039995	Employee	100%
Dennis Goulet, M.D.	MD60859640	Employee	100%
Maneesh Gupta, M.D.	MD60091521	Employee	100%
Lonny M. Hecker, M.D.	MD00027948	Employee	100%
Christopher R. Hempel, M.D.	MD60181812	Employee	100%
Nariman Heshmati, M.D.	MD60074843	Employee	100%
Clifford Hou, M.D.	MD60661671	Employee	100%
Maylon Hsu, M.D.	MD60351101	Employee	100%
Judith A. Jacobsen, M.D.	MD00023504	Employee	100%
Amir S. Jalali, M.D.	MD00039847	Employee	100%
John D. Jordan, M.D.	MD00026452	Employee	100%
Jonathan S. Kang	PO60720189	Employee	100%
David H. Kawamura, M.D.	MD60316199	Employee	100%
Bryan Kim, M.D.	MD60659897	Employee	100%

Soo Y. Kim, M.D.	MD60436260	Employee	100%
Janet C. King, M.D.	MD00042611	Employee	100%
Christine B. Koo, M.D.	MD60467924	Employee	100%
Jeff M. Korab	PO60277402	Employee	100%
Elizabeth A. Kurtz Barrido	PO60541458	Employee	100%
Sean S. Laghaeian	PO00000658	Employee	100%
Meredith C. Larsen, M.D.	MD60471557	Employee	100%
Hsing-Hsi Lee, DPM	PO00000718	Employee	100%
Suk B. Lee, M.D.	MD00027365	Employee	100%
Jessica L. Lund, DPM	PO00000797	Employee	100%
Steve R. Martinez, M.D.	MD60394901	Employee	100%
Dorcas McLennan, M.D.	MD00025599	Employee	100%
Michael P. Millie, M.D.	MD00042486	Employee	100%
Stephen Mock, M.D.	MD60546800	Employee	100%
Lisa M. Mulligan, M.D.	MD00037369	Employee	100%
Laurent Nicolov, M.D.	MD00037016	Employee	100%
Robert A. Palmer, M.D.	OP00002135	Employee	100%
Dhavan A. Parikh, M.D.	MD60538117	Employee	100%
Andrew Pastor, MD	MD60340743	Employee	100%
Craig Pastor, MD	MD60474913	Employee	100%
Arema A. Pereira, M.D.	MD60096142	Employee	100%
Pankaj Rajvanshi, M.D.	MD00036106	Employee	100%
Dagmar H. Rehse, M.D.	MD00039798	Employee	100%
Paul R. Reynolds, M.D.	MD60516156	Employee	100%
Darby E. Robinson O'Neill, M.D.	MD00045435	Employee	100%
Clifford W. Rogers, M.D.	MD00019591	Employee	100%
Ethan R. Rosenberg, M.D.	MD60153759	Employee	100%
Scott A. Schaaf, DO	OP00001633	Employee	100%
Steven M. Shaw, M.D.	MD00036395	Employee	100%
Thomas C. Skalley, M.D.	MD00027754	Employee	100%
Yasmin Shayesteh, M.D.	MD60574562	Employee	100%
Shawn L. Slack, M.D.	MD00032937	Owner	N/A
Perry A. Soriano, M.D.	MD60021591	Employee	100%
Kriti Srivastava, M.D.	MD60773398	Employee	100%
Thomas K. Stonecipher, M.D.	MD00019866	Employee	100%
Cynthia Su, M.D.	MD00039735	Employee	100%
Salvatore J. Taliercio, M.D.	MD60578003	Employee	100%
Brent G. Thiel, M.D.	MD00042333	Employee	100%
William Truong, M.D.	MD60665317	Employee	100%

Londres R. Uso, M.D.	MD60173871	Employee	100%
Leif G. Vold, M.D.	MD00039484	Employee	100%
Dariusz G. Walczak, M.D.	MD00035997	Employee	100%
James Y. Wang, M.D.	MD60629768	Employee	100%
Megan Wilder, DPM	PO60558636	Employee	100%
Sara M. Worden, M.D.	MD60514654	Employee	100%
Ayaba G. Worjolah-Clemens, M.D.	MD60621129	Employee	100%
Dawn H. Yokoe, M.D.	MD00028150	Employee	100%
Jeong H. Yoon, M.D.	MD00043149	Employee	100%