

AGREEMENT REGARDING SHARING OF PRACTITIONER INFORMATION

This Agreement is entered into by and among the Stanford Hospital and Clinics Medical Staff ("SHC") the Lucile Packard Children's Hospital Medical Staff ("LPCH") and the Stanford University School of Medicine ("SOM") (collectively "SHC/LPCH/SOM" or the "Parties").

RECITALS

A. SHC and LPCH credential physicians and Allied Health Professionals ("AHPs") who apply for appointment, reappointment and clinical privileges to their medical staffs, and SHC and LPCH also conduct ongoing peer review of all physicians and AHP's on their staffs.

B. SHC and LPCH also engage in quality improvement functions through their committees and processes.

C. The SOM appoints and reappoints individuals to its faculty-related lines (including, but not limited to its University Tenure Line, Medical Center Line, Adjunct Clinical Faculty Line and Clinician Educator Line) to provide a variety of clinical, teaching and research functions in the patient care setting, much of which occurs at either SHC or LPCH. The SHC/LPCH/SOM entities believe that their peer review, quality improvement and faculty evaluation/retention functions will be strengthened by the exchange of information concerning physicians and AHPs who practice in more than one of the entities.

D. Although the law currently supports the confidential exchange of this information, the parties would like to formalize the specific aspects of that exchange by this Agreement.

AGREEMENT

I. Term. This Agreement shall be effective as of May 1, 2013, and shall continue in full force and effect until it is terminated. Any Party may, at any time, withdraw from participation upon thirty (30) days' prior written notice to the other parties. Withdrawal by one Party shall not affect the ongoing validity of this Agreement as to the non-withdrawing parties. All obligations arising prior to such withdrawal shall continue to be governed by the terms of this Agreement after a withdrawal.

II. Information Exchange

A. To the extent that a physician or AHP is an applicant for or holds staff membership/clinical privileges at SHC or LPCH and also has such status at the other entity, either Party may request of the other pertinent peer review or quality assurance information to assist the requesting Party in assessing the competence, conduct and performance of the physician or AHP. The request shall be complied with an efficient manner. Information may be provided either by way of a written summary by the providing Party, by the provision of

documents in possession of the providing Party or a combination of the two methods. Information may also be provided by oral communication, as appropriate.

B. When the SOM considers appointment, reappointment, promotion, retention or periodic evaluation of a faculty member on staff or holding clinical privileges at either SHC or LPCH, then SHC or LPCH, as applicable, shall, at the request of the SOM, provide any peer review, quality assurance or performance information pertinent to that physician. Such information may be provided in any of the forms detailed in Section II.A of this Agreement.

C. Additionally, either SHC or LPCH may request information concerning a faculty member on staff/privileged at SHC or LPCH as applicable, from the SOM for the purposes identified in Section II.A of this Agreement and the SOM shall provide such information as also provided in Section IIA. It is understood that the SOM will not release information which has no relevance to the clinical practice or conduct of a faculty member at either SHC or LPCH, including information related to academic performance.

D. The entities also agree to exchange information regarding pertinent changes in a physician or AHP's Staff appointment or clinical privileging or status within the SOM, when such changes occur and to the extent such physician or AHP is affiliated with more than one Party. When a physician or an AHP is subject to review, investigation or disciplinary action, either in the context of appointment/reappointment/clinical privileges or in the context of faculty status, the Party taking the action (SHC/LPCH/SOM) will, if appropriate, notify the other entities of the action it has taken or is recommending. No information shall be released under this Section II.D unless the Party taking the action knows the physician or AHP is on staff, an applicant to the staff, holds clinical privileges at either SHC or LPCH or is applying for or holds a faculty appointment at the SOM, as applicable.

E. For purposes of this Agreement, information which may be exchanged includes, but is not limited to, education and training, background, licensure and certification status, prior or related affiliations, professional liability insurance coverage, claims history, quality assurance data, peer review information, residency or fellowship status, any disciplinary action by any health care or teaching institution, adverse licensure action, criminal record, faculty status and any issues representing negative action pertinent to staff membership, clinical privileges, or faculty status, and/or any other information pertinent to a physician or AHP's duties or ability to safely and effectively provide medical or surgical care to patients, as well as his/her ability to fulfill the functions expected due to faculty status.

F. This Agreement does not provide for the transmission of any individual medical information. If a question arises regarding the transmission of such medical information, guidance should be sought from the Office of the General Counsel.

III. Process.

A. Each Party shall identify one or more individuals authorized to request or receive information covered by this Agreement. Information shall only be released to such designated individuals. The authorized individuals are the Manager and/or the Director of

Medical Staff Services, Chief of Staff at SHC, and Medical Staff President at LPCH, or their designee, the Chief of a pertinent Clinical Service or the Chair of an SOM Department and the Senior Associate Dean for Academic Affairs of the SOM or his/her designee.

B. The authorized individual/designee may use and further release information he/she receives within the receiving party as reasonably necessary for its evaluation and assessment purposes, including, without limitation, release to other individuals who function as part of the appointment, reappointment and/or promotion review process.

IV. Independent Actions.

It is understood that each Party is required to reach its own conclusions regarding the qualification, staff status, or privileges of a physician or AHP. The exchange of information authorized under this Agreement is intended to facilitate, and not to substitute for, each Party making its own assessment of a physician or AHP.

V. Confidentiality and Indemnification.

A. The SHC/LPCH/SOM recognize that the information exchanged under this Agreement is confidential. To the extent such information is generated by SHC or LPCH, it is protected by Section 1157 of the California Evidence Code and remains protected after transmission under this Agreement. To the extent that such information is generated by the SOM, it is protected by the privacy provisions of the California Constitution and remains protected after transmission to SHC and/or LPCH. Each Party commits to maintain the confidentiality of information received under this Agreement and to use the information received only for its own peer review, quality improvement and faculty evaluation purposes and to not further disclose such information without express written consent of the supplying Party.

B. Each Party indemnifies the other, and the other's officer, directors, employees, or agents, from any liability or expense, including reasonable attorneys' fees, based upon a receiving entity's improper use or disclosure of peer review information received under this policy.

VI. Discretionary Disclosures in the Absence of a Request.

A. Although Section II.D above provides for the exchange of information in certain circumstances in the absence of a request, this Agreement in large part contemplates the exchange of information in response to a Party's request. However, additional situations may also arise where a Party believes it is appropriate to disclose information in its possession even though a request has not been received. This Article VI provides further information concerning such situations.

B. Discretionary releases, by whatever person or committee initiated, must be approved by the Medical Staff President of LPCH, the Chief of Staff of SHC, or the Senior Associate Dean for Academic Affairs of the SOM, as applicable, prior to the release taking place.

C. While the discretionary release process may be utilized whenever it is determined to be appropriate and relevant, certain situations are particularly suited for consideration of discretionary release. These include but are not limited to:

(1) A Medical Staff member is subject to a Focused Professional Practice Evaluation ("FPPE") as described in the Medical Staff Bylaws or the Medical Staff Professional Practice Evaluation Policy of SHC or LPCH;

(2) A member of the Medical Staff is the subject of a Patient Advocacy Reporting System ("PARS®") level two intervention as described in Article III.C. of the Committee on Professionalism Policy;

(3) A member of the Medical Staff is referred to the Committee on Professionalism;

(4) A member of the Medical Staff is subjected to a summary suspension or the imposition of restrictions on clinical privileges or membership under the Medical Staff Bylaws of SHC or LPCH; and

(5) The Senior Associate Dean for Academic Affairs of the School of Medicine identifies a situation involving a faculty member in the School of Medicine which could adversely impact the ability of a faculty member to provide safe and effective clinical care at SHC or LPCH.

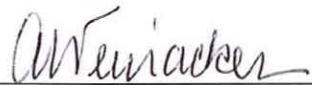
D. It is understood that releases made under this Article VI are discretionary with the releasing party. Accordingly, each party reserves the right and discretion to determine the propriety of such a release in any giving situation.

E. The provisions of Articles II-V of this Agreement, as pertinent, fully apply to the methods and conditions of discretionary releases made under this Article VI.

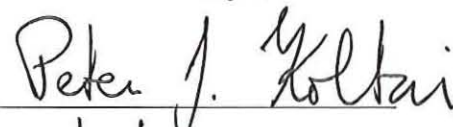
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VII. Authority and Execution. By their signatures below, the entities represent that they have the authority to agree to participate in this Agreement and do hereby bind the Party on whose behalf their execution is made.

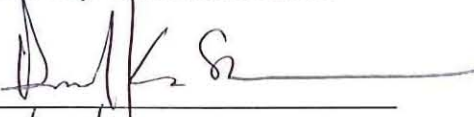
Ann Weinacker, M.D.
Chief of Staff
Stanford Hospital and Clinics

Signature: 
Date: 5-23-2013

Peter Koltai, M.D.
Medical Staff President
Lucile Packard Children's Hospital

Signature: 
Date: 5/30/13

David K. Stevenson, M.D.
Senior Associate Dean for Academic Affairs
Stanford University School of Medicine

Signature: 
Date: 6/10/13