

Sutter Health Affiliated Medical Group Ombuds Resource Charter

I. Introduction

Sutter Health, in partnership with The Gould Medical Group, Inc., Palo Alto Foundation Medical Group, Inc., Sansum Santa Barbara Medical Clinic, Inc., Sutter East Bay Medical Group, Inc., Sutter Medical Group, A California Corporation, Sutter Medical Group of the Redwoods, Inc., Sutter North Medical Group, A Professional Corporation, and The Aurray Group dba Sutter West Bay Medical Group (the "Medical Groups"), have engaged MWI, an outsourced ombuds services provider, to establish the Sutter Health Affiliated Medical Group Ombuds Resource ("Resource," or "Ombuds Resource") to foster respect, honesty, fairness, and integrity, and to bolster a supportive and civil working climate for all who utilize the Ombuds Resource. The Resource is being provided for the Medical Groups and their employees. In keeping with standard ombuds norms, those who utilize the Ombuds Resource, are referred to as "visitors." When a visitor consults with a member of the Ombuds team ("Ombuds"), the Ombuds will listen, serve as a strategic thought partner, help the visitor surface or develop options for the visitor to resolve the issue, provide resources and information about Sutter Health's or a Medical Group's applicable policies and systems, and otherwise assist with informal conflict resolution and problem-solving. In each case, the Ombuds Resource provides support that is independent, confidential, impartial, and informal. This Charter ("Charter") defines the terms, conditions, and principles on which the Ombuds Resource has been established and describes the privileges, responsibilities, and authority of the Resource and the Ombuds.

II. PURPOSE AND SCOPE OF THE OMBUDS RESOURCE

A. *Mission Statement*

The primary mission of the Ombuds Resource is to provide an independent, impartial, informal, and confidential resource to assist individuals to surface, manage, and/or resolve work-related issues, including early and informal resolution of conflicts at the lowest levels possible without the need to pursue formal grievance processes. In addition, the Ombuds Resource is designed to alert Sutter Health and Medical Group officials, without breaching confidentiality, about systemic problems or general trends that merit further review or consideration for the good of Sutter Health, the Medical Groups and the visitors. The Ombuds is neither an advocate for its visitors nor represents Sutter Health's or any Medical Group's management. Rather, the Ombuds is an advocate for respectful dialogue, fair practices, and mutual understanding.

B. *Responsibilities of the Ombuds Resource*

The Ombuds Resource is responsible for the following:

- providing Ombuds services to eligible visitors
- supplementing, as an informal resource for communication, but not replacing, existing (either informal or formal) communication or organization channels (e.g., management, HR, professional affairs, audit, compliance, legal or EAP)

- fostering equitable and fair treatment of all people
- helping visitors comply with any applicable Code of Conduct to promote more ethical business practices, innovation, and resiliency
- helping Sutter Health and each Medical Groups protect its reputation and financial, human, and capital resources
- helping Sutter Health and the Medical Groups as an early warning system by sharing general trends and emerging issues with management or senior leadership of the applicable Medical Group while maintaining the confidentiality of the identity of visitors to the Resource and their confidential communications with the Ombuds
- facilitating, where requested, communication between visitors and other persons that find themselves in a dispute
- conducting outreach and education throughout Sutter Health and the Medical Groups about Ombuds Resource services and conflict management and resolution techniques
- developing and maintaining administrative procedures for effective and efficient operation of the Ombuds Resource

C. *Constituents Served by the Ombuds Resource*

The Ombuds Resource may provide service to the physicians and clinicians employed at any Medical Group. Individuals who contact the Ombuds Resource who are not physicians or clinicians employed by a Medical Group will be given appropriate referral information to other resources.

III. STANDARDS OF PRACTICE AND CODE OF ETHICS

Each Ombuds shall adhere to the Code of Ethics of the International Ombuds Association (the "IOA") and the Standards of Practice of the IOA¹, which are incorporated by reference in this Charter. As noted below, the Ombuds Resource functions independently and confidentially, it remains neutral, and it limits the scope of its services to provide informal assistance in conflict management and resolution and in surfacing workplace issues.

The Ombuds will establish and follow consistent practices and policies for the Resource, which will be posted on the Ombuds Resource website. The Ombuds will publicize on its website and elsewhere the key principles on which the Resource is based, including the confidential, independent, impartial, and informal nature of the Resource's services, and will clearly explain

¹ "The mission of the International Ombuds Association is to support and advance the global organizational ombuds profession and ensure that practitioners work to the highest professional standards." International Ombuds Association, <http://www.ombudsassociation.org/>.

each of the Standards of Practice to the visitors and obtain consent to such principles prior to engaging the Resource with the visitors.

A. *Independence*

Sutter Health and the Medical Groups have established an independent Ombuds Resource, which allows visitors to come forward and confidentially discuss concerns from any area of Sutter Health and Medical Groups without fear of retribution. Although the Ombuds Resource has a direct line of communication to Sutter Health's CEO and each Medical Group CEO/President, the Ombuds Resource shall be, and shall appear to be, free from interference in the legitimate performance of its duties.

The Ombuds are not part of the Sutter Health Leadership Team or any Medical Group Leadership Team. Members of the Ombuds team exercise sole discretion over whether and how to act regarding individual matters or systemic concerns, consistent with the terms of authority described below in Section V: "AUTHORITY/LIMITATIONS OF THE OMBUDS RESOURCE."

B. *Informality*

The Ombuds Resource provides informal assistance to its visitors. It has no authority to receive notice of formal complaints against Sutter Health or any Medical Group, conduct formal investigations, or make business or policy decisions for Sutter Health or any Medical Group. It will not participate in formal adjudicative processes, outside agency complaints, and lawsuits. Instead, the Ombuds Resource provides visitors with an opportunity to informally take action themselves to resolve their issues or to collaborate to accomplish mutually acceptable outcomes.

The Resource does not create or maintain business records for any individual utilizing its services and shall not create or maintain documents or records for Sutter Health or any Medical Group about individual cases.

As an informal resource, the Ombuds Resource is always a voluntary option. It is not a required step in any formal process available at Sutter Health or any Medical Group.

C. *Neutrality and Impartiality*

The Ombuds Resource shall always be a neutral and impartial resource and shall not take sides or advocate on behalf of Sutter Health or any Medical Group or any visitor, any individual or any cause. The Ombuds will impartially consider the interests and concerns of all participants involved in a situation.

Consistent with its position of neutrality, the Ombuds cannot, under the terms of this Charter, and will not participate in formal proceedings of Sutter Health or any Medical Group that concern issues visitors have discussed with the Ombuds Resource.

The Ombuds shall avoid involvement in matters where there may be a real or perceived conflict of interest for an Ombuds team member or the Resource, i.e., the Ombuds' private interests interfere with the neutrality of the Ombuds Resource. When a real or perceived conflict of interest exists, the Ombuds shall take appropriate action to disclose and/or avoid the conflict. The Ombuds shall also comply with Sutter Health and Medical Group policies related to conflicts of interest.

D. *Confidentiality*

Confidentiality is the defining feature of the Ombuds Resource. Communications with the Ombuds are confidential to the maximum extent permitted by law. The Ombuds will hold all communications in strict confidence and will not reveal--and must not be required to reveal--the identity of visitors to the Ombuds Resource. No visitor or employee at any level of Sutter Health or any Medical Group may compel the Ombuds to disclose confidential information.

The Ombuds will not reveal any information disclosed to the Resource in confidence except in accordance with the IOA Standards of Practice, including not disclosing such information without a visitor's express permission and then only at the discretion of the Ombuds. The Ombuds may, however, disclose otherwise confidential information if the Ombuds determines there is an imminent risk of serious physical harm.

Sutter Health and each Medical Group fully supports the confidentiality of the Ombuds Resource. It encourages visitors to come forward confidentially, share their concerns, and attempt early and collaborative resolution instead of resorting to prolonged appeals or litigation. In order to achieve a mutually acceptable outcome, the opportunity for a frank and confidential discussion of issues, options, and possible outcomes is necessary.

Because the Ombuds Resource is a purely voluntary resource that no one is required to use, those who do so will be understood to have agreed to abide by the terms, conditions, and principles upon which it was established and not call on the Ombuds to testify or produce documents relating to confidential communications in any legal, administrative, or other proceedings. Sutter Health and the Medical Groups have also agreed to respect the terms, conditions, and principles on which the Resource was created and not call on the Ombuds to testify or produce documents relating to confidential communications in any legal, administrative, or other proceedings.

The confidentiality of communications with the Ombuds may not be waived by others. The Ombuds Resource will resist any attempts by visitors or third parties to compel disclosure of confidential communications or documents by invoking the terms, conditions, and principles of this Charter and by asserting a claim of confidentiality under any applicable rule or statute under which confidential communications may be protected, including where applicable, rules or statutes dealing with mediation and other methods of alternative dispute resolution.

The Ombuds, Sutter Health and the Medical Groups will cooperate with each other to implement policies and practices to protect the confidentiality of visitor identities and Ombuds' confidential communications. In addition, Sutter Health and the Medical

Groups will notify the Ombuds Resource of any subpoena or request for the production of documents served on them seeking disclosure of Ombuds' confidential communications and cooperate with Ombuds to take all reasonable steps to resist such attempts to compel disclosure of Ombuds' confidential communications or documents, including filing a motion for protective order or taking other legal action to resist such attempts at Sutter Health's cost.

The Ombuds will maintain any case-related information (e.g., notes, phone messages, appointment calendars) in a secure location and manner, protected from inspection by others and will have a consistent and standard practice for the regular destruction of such information. The Ombuds will prepare any data or reports to be shared with Sutter Health or a Medical Group or their leadership in ways that protect visitor confidentiality.

IV. DISCUSSIONS FACILITATED BY THE OMBUDS

Ombuds use several tools when working with visitors, including offering them the option to participate in a facilitated discussion. A facilitated discussion is an informal and voluntary process where the Ombuds offers to assist the visitor and the person of concern (another employee or a manager, etc.,) with an opportunity to speak with one another about the concern in a private setting.

The Ombuds has no authority to impose an outcome, mandate participation in the process, or determine an outcome. Should both the visitor and a person of concern elect to participate in a facilitated discussion, they should expect the following:

- 1) The Ombuds will remain a neutral facilitator of the process. The Ombuds' role is to assist the participants to identify their interests and develop options for resolution that the participants may determine solely in the end by agreement.
- 2) The Ombuds will not represent or advocate for any side. The Ombuds is an advocate for a fair process and the Ombuds will act accordingly as the Ombuds facilitates the discussion.
- 3) Participants in a facilitated discussion cannot create new policies, rights and/or privileges by agreement.
- 4) Any written agreements that would benefit from the oversight by a third party (e.g., leadership or HR), will be provided to the third party, with the knowledge and consent of the participants, to monitor compliance. The Ombuds will not monitor or enforce the terms of any agreement.
- 5) In alignment with their commitment to confidentiality, the Ombuds will not reveal the contents of the facilitated discussion to anyone unless a participant shares information that the Ombuds determines represents an imminent threat of serious harm or as authorized by the IOA's Standard of Practice.
- 6) Facilitated discussions are voluntary for all participants including the Ombuds. Should a facilitated discussion end without resolution, all other options remain for the visitor.

including continuing to work with the Ombuds, reaching out to HR, or pursuing formal options for resolution.

- 7) Unlike a traditional mediation, the participants and the Ombuds do not sign an Agreement to Participate / Confidentiality Agreement for each facilitated discussion and instead will be bound to the principles and terms and conditions of confidentiality, informality, independence, and neutrality contained in this Charter.

V. AUTHORITY/LIMITATIONS OF THE OMBUDS RESOURCE

The authority of the Ombuds Resource is both defined and limited in a manner that enables it to best serve Sutter Health, the Medical Groups and people served by the Ombuds Resource. The authority of the Ombuds Resource derives from Sutter Health and Medical Group leadership and this Charter, as manifested by the endorsement of this Charter by Sutter Health and the Medical Groups.

A. *Authority of the Ombuds Resource*

1) Providing Services to Visitors

The Ombuds will listen to each visitor's concerns or questions and then try to help the visitor develop options appropriate to the dynamics of each situation. These responses may include providing policy information or referral assistance, identifying, and reframing the issues, helping a visitor develop options or a communication strategy, conflict coaching, making informal inquiries or facilitating a discussion between visitors (with their permission). The Ombuds also can help visitors assess their different options for conflict management or resolution. The Ombuds are authorized to discuss issues with visitors that fall under federal, state, local labor and employment laws, rules, and regulations, but the Ombuds Resource is not authorized to accept service or receive formal or legal notice of claims against Sutter Health, any Medical Group, or any of their agents.

2) Initiating Informal Inquiries and Accessing Information

Sutter Health and the Medical Groups value early and informal conflict resolution. To pursue this goal, the Ombuds may, on occasion, need to make inquiries or seek assistance in order to gain an understanding of all aspects of a dispute. Visitors and management are encouraged to cooperate with these efforts of the Ombuds Resource. (Any inquiry made by the Ombuds does not constitute a formal investigation by either the Ombuds Resource or Sutter Health or any Medical Group.)

3) Addressing Perceived Systemic Trends

The Ombuds may inquire into adverse trends that the Ombuds observes or perceives. The Ombuds may also bring adverse trends to the attention of appropriate Sutter Health or Medical Group management in a manner that

protects the confidentiality of individuals who may have shared information with the Ombuds about such trends; provided, however, that trend information that is particular to a specific Medical Group will be shared with that Medical Group only. Aggregated data from the Medical Groups will be de-identified and shared with Sutter Health to evaluate system trends.

4) Ending Involvement in Matters

The Ombuds may decline to participate in a visitor's case or withdraw from it if the Ombuds believes that involvement in the case would be inappropriate for any reason.

B. *Limitations on the Authority of the Ombuds Resource*

1) No Authority to Investigate, Adjudicate, Sanction, Change, Bind, or Enforce

The Ombuds Resource may not conduct formal investigations of any kind, nor is it authorized to adjudicate disputes, issue findings, or impose remedies or sanctions. The Ombuds may not make business or policy decisions on behalf of Sutter Health, any Medical Group, their managers, or their employees.

While the Ombuds Resource can provide visitors with information and assistance in conflict management, visitors are solely responsible for deciding what action they wish to take and for managing their own conflicts.

The Ombuds Resource is not authorized to change management decisions or Sutter Health or Medical Group policies/procedures. The Ombuds Resource is not authorized to make any statement or commitment that binds Sutter Health or any Medical Group, financially, contractually, or otherwise.

Neither the Ombuds Resource nor Sutter Health nor any Medical Group shall be responsible for enforcing any agreement that visitors may reach between themselves or between a visitor and any other participant due to information or assistance they receive from the Ombuds Resource. This Charter does not affect or impede Sutter Health's or any Medical Group's right to enforce any policy or any agreement to which Sutter Health or any Medical Group is a party.

2) Not a Recipient of "Notice"

Because the Ombuds Resource is designed to be a confidential resource for informal conflict resolution, communication with the Ombuds Resource is always "off the record" (unless it falls in one of the exceptions to confidentiality recognized in the IOA Standards of Practice). Therefore, the Ombuds Resource is not authorized to receive notice for Sutter Health or any Medical Group about any alleged misconduct. The Resource shall publicize to all visitors and other participants that it does not have authority to receive notice of claims against Sutter Health, any Medical Group, or their agents and that the Ombuds is not

required to report any such matters to Sutter Health or any Medical Group. If a visitor would like to put Sutter Health or any Medical Group on notice of claims regarding a specific situation or wishes to obtain information on how to notify Sutter Health or any Medical Group of a claim, the Ombuds will provide the visitor with the information appropriate for the visitor to do so.

Important Note: The Ombuds is not obligated to maintain the confidentiality of information that the Ombuds determines represents an imminent threat of serious harm.

3) Collective Bargaining Agreements

The Ombuds is not authorized to inquire into or discuss with a visitor the application or interpretation of any collective bargaining agreement that is applicable to employees of Sutter Health or any Medical Group or an alleged violation of the duty of fair representation against a certified union.

4) Recordkeeping

Because it is a confidential resource, the Ombuds Resource does not keep identifying information from individual cases. Any recordkeeping or note-taking related to a specific case shall only be used to help informally manage or resolve the visitor's concerns. Records created by the Ombuds Resource and related to open cases are kept in the sole possession of MWI, the provider of Ombuds services, will be maintained in a secure manner and location, and all identifying information will be deleted 30-days after the case is closed and/or follow-up is complete.

The Ombuds Resource also may maintain generic data related to the general categories of visitors who seek assistance from the Ombuds Resource. Generic data may be used for general purposes such as annual reports.

5) Not Authorized to Serve as an Advocate or Representative or Provide Professional Counseling

The Ombuds will not advocate for any participant in a dispute, represent either Sutter Health, any Medical Group or visitors to the Resource, or provide mental health counseling or legal or psychological advice. Important rights may be affected when formal action is instituted and when Sutter Health or any Medical Group is informed of allegedly inappropriate or wrongful conduct, and while working with the Ombuds may address a problem or concern effectively, it may not protect the rights of a visitor contacting the Resource. The Ombuds Resource is not, and is not a substitute for, anyone's lawyer, representative, or counselor, and a person may wish to consult with a lawyer or other representative with respect to those rights.

VI. INQUIRY ABOUT USE OF THE OMBUDS RESOURCE IS INAPPROPRIATE; RETALIATION FOR DOING SO IS PROHIBITED

Sutter Health and the Medical Groups support efforts to manage and resolve conflicts informally to preserve collegial and effective working relationships, maintain a vibrant community, and avoid the time and expense required for formal proceedings or litigation. Because the Ombuds Resource is intended to be a confidential resource, it is not appropriate for Sutter Health or any Medical Group management or employees to inquire about an individual's use of the Ombuds Resource or any communication that may have occurred. Furthermore, discouraging or preventing eligible visitors from using the Ombuds Resource is inappropriate because it is contrary to Sutter Health's and each Medical Group's intent of providing the Resource as a forum for early and informal management and resolution of conflicts.

While Sutter Health and the Medical Groups support and encourage the use of the Ombuds Resource for conflict management, an individual's use of the Ombuds Resource must always be completely voluntary. It is acceptable to remind individuals that the Ombuds Resource is available as an option or a resource. However, no one may be ordered or required to visit the Ombuds Resource, nor may an individual be punished for not visiting it.

All visitors shall have the right to consult the Ombuds Resource without fear of retaliation or reprisal. Retaliation against any visitor for consulting with the Ombuds Resource or against the Ombuds for actions within the legitimate scope of their duties as described in the Charter is prohibited.

VII. PROTECTION OF OMBUDS CONFIDENTIALITY

Upon mutual agreement between Sutter Health and MWI, Sutter Health will pay reasonable costs to enable Ombuds to obtain independent counsel to provide independent legal advice to Ombuds in connection with the defense of the Ombuds Program and to assist Ombuds in resisting any attempts by inquirers or third parties to compel Ombuds to disclose confidential communications or documents relating to Sutter Health or any Medical Group.

VIII. PROCEDURE FOR REVISION OR REVOCATION OF THIS DOCUMENT

This Charter remains in effect unless otherwise revoked by Sutter Health or any Medical Group, as to Sutter Health or such Medical Group, and such revocation shall be provided in writing to the Ombuds. Any revision to this Charter shall be agreed to in writing by Sutter Health, the Medical Groups and the Ombuds representative from MWI and shall be appended to this document.

Sutter Health Ombuds Resource Charter - Preamble and Signature Page

The ombuds resource is an independent, informal, impartial, and confidential forum for aligned Medical Group physicians and APCs (also known as "visitors") to share concerns, explore possible next steps toward resolution, and become better equipped to move forward productively when workplace issues arise. This type of support helps visitors be more strategic in stressful situations, foster positive relationships, address issues early before they escalate into time-consuming grievances, and engage in formal conflict resolution options if needed.

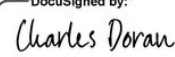
This ombuds charter is an agreement between Sutter Health, the Medical Groups, and their ombuds provider, MWI. It describes the terms, conditions, and principles on which the resource was established and will operate. It establishes a shared understanding of how the resource will function that the organization, its visitors, and the ombuds team can all rely on.

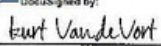
This charter clarifies the scope of the ombuds resource, what it is and is not, and establishes the parties understanding and agreement to "Terms of Use" of the program. Most importantly, the charter memorializes the commitment to keeping sensitive information confidential. This also provides reassurance to visitors as they decide whether to engage with the ombuds resource and/or bring serious concerns to a member of the ombuds team. The confidentiality protection is established by the leaders listed below signing this charter.

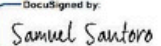
The Sutter Health Charter can be found in its entirety in Appendix A of this document.

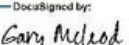
IN WITNESS WHEREOF, the parties have executed this charter effective as of June 1, 2024.

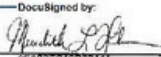

Warner Thomas, CEO
Sutter Health

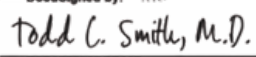
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Charles Doran, Executive Director
MWI

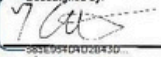
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Kurt VandeVort, President
Palo Alto Foundation Medical Group

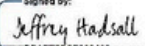
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Samuel Santoro, President
Sutter East Bay Medical Group

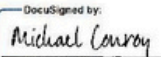
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Gary McLeod, President
Sutter Medical Group of the Redwoods

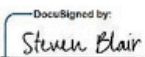
DocuSigned by:

Meredith Hileman, President
Sutter West Bay Medical Group

DocuSigned by:

Todd C. Smith, M.D.
Todd Smith, M.D.
SVP, Chief Physician Executive

DocuSigned by:

Robert Altman, President
Gould Medical Group

Signed by:

Jeffrey Hadsall, President
Sansum-Santa Barbara Medical Clinic

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Michael Conroy, President
Sutter Medical Group

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Steven Blair, President
Sutter North Medical Group