

## **QUALITY ASSURANCE PROGRAM FOR VENDORS, CONTRACTORS AND SUPPLIERS**

Background. Kaiser Foundation Hospitals (“KFH”) and Kaiser Foundation Health Plan, Inc., including its subsidiary health plans (collectively, “KFHP”), are required to have programs in place to monitor the quality of the goods and services used in licensed or accredited healthcare facilities, including those goods and services supplied by vendors, contractors and suppliers. If requested by Kaiser, Supplier shall participate in the Quality Assurance Program described below.

KFH Oversight. KFH (a) is responsible through its quality assessment and improvement programs, for the services performed by Supplier under this Agreement at a KFH facility as required by applicable local, state and federal laws, rules and regulations, and (b) retains administrative and professional responsibility for all services rendered by Supplier at a KFH facility, to the extent required by the California Code of Regulations Title 22 Section 70713 (as applicable), Code of Federal Regulations Part 42 Section 482.12(e), other applicable State and Federal laws, rules and regulations, and The Joint Commission (TJC) accreditation requirements. The foregoing does not modify the allocation of liability or indemnification obligations between the parties as set forth in this Agreement or as otherwise provided by law.

KFHP Oversight. KFHP is responsible through its quality oversight and monitoring activities/programs, for the goods and services provided to the KFHP membership by Supplier under this Agreement as required under applicable local, state and federal laws, rules and regulations, and the National Committee for Quality Assurance (NCQA) accreditation standards.

Cooperation. Supplier agrees (a) to participate in KFH and KFHP quality assessment and improvement programs (including review by quality assurance and improvement committees and staff), (b) to abide by KFH and KFHP quality assessment and improvement plans, and (c) to cooperate to objectively monitor and evaluate the quality of goods and services provided by Supplier to KFH and KFHP (including, but not limited to, the availability, accessibility, acceptability, and continuity of goods and services).

Resolution of Issues. Supplier must (a) investigate and respond immediately to all quality issues and requests for information, and (b) work with KFH and KFHP to resolve any quality issues related to goods and services provided under this Agreement. Supplier must remedy, as soon as reasonably possible, any condition that may impact patient care at a KFH or KFHP site or that any government or accrediting agency determines to be unsatisfactory. Supplier will work with KFH and KFHP (a) to continuously assess and improve the quality and accessibility of service provided under this Agreement, and (b) to resolve problems related to the provision of goods and services.

Site Evaluations. Supplier must permit periodic site inspections and/or evaluations by KFH, KFHP, appropriate governmental agencies, and/or accrediting organizations.