

 **Natividad** MEDICAL CENTER
COUNTY OF MONTEREY AGREEMENT FOR SERVICES
(MORE THAN \$100,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("NMC"), a general acute care teaching hospital wholly owned and operated by the County, and Pacific Medical, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: Orthopedic Soft Goods and Durable Medical Equipment (DME) and orthotics and prosthetics (O & P) Services
2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$ 500,000.
3. **TERM OF AGREEMENT.**
 - 3.1. The term of this Agreement is from July 1, 2020 through June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.
 - 3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions
Exhibit B: Business Associate Agreement
5. **PERFORMANCE STANDARDS.**
 - 5.1. CONTRACTOR warrants that CONTRACTOR and Contractor's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required

under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7. TERMINATION.

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If

NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.1 **Confidentiality.** CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent

employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center
Attn: Contracts Division
1441 Constitution Blvd
Salinas, CA. 93906
FAX: 831-757-2592

CONTRACTOR:

Business Name: Pacific Medical, Inc.

Attn: Mark Weaver

Address: 1700 N. Chrisman Road

City, State, Zip: Tracy, CA 95304

FAX: 800-861-5950

Email: ACHRemittance@pacmedical.com

15. MISCELLANEOUS PROVISIONS.

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____
3/17/2020

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____
3/24/2020

CONTRACTOR

Pacific Medical, Inc.
Contractor's Business Name*** (see instructions)

Signature of Chair, President, or Vice-President

Name and Title

Date: _____
3.13.2020

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Name and Title

Date: _____
3.13.2020

*****Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A

Scope of Work / Payment Provisions

A. Description of Services to be Rendered by CONTRACTOR:

Natividad Medical Center (NMC) routinely requires Orthopedic Soft Goods and Durable Medical Equipment ("DME") and orthotics and prosthetics (O&P) services for its patients. Natividad Medical Center does not have a DME (Durable Medical Equipment) License and are not able to charge for these types of equipment IE: Splints, Crutches, Orthopedic Soft Goods, Custom limbs etc. CONTRACTOR shall provide products & services on a daily bases within NMC on what we currently stock and any additional items needed 24/7/365 a year. CONTRACTOR shall follow the Purchasing Guidelines IE: Policy Number 1:4900 Product Selection, Evaluation, Standardization Process with the policies, procedures and directions of Facility and applicable standards of relevant professional societies; and applicable local, state and federal laws and regulations. CONTRACTOR shall provide all services in a manner designed to meet or exceed the recognized standard of care for technicians practicing under the same or similar circumstances.

In order to maintain consistent quality and improve cost effectiveness NMC will simplify its processes for obtaining and dispensing such products & services through CONTRACTOR. CONTRACTOR has the ability to (a) serve as a preferred vendor and (b) maintain facilities at or near the NMC campus and provide Products & Services to individuals who wish to purchase such Products & Services. CONTRACTOR is a qualified vendor that employs staff who is trained and skilled to provide products & services as requested.

B. CONTRACTOR agrees it shall:

1. **Provide DME and O&P products & services, including product fittings, upon request by NMC, at times and locations as agreed upon by the parties, and in accordance with written orders from the patient's physician ordering or approving of such products & services.**
 - a. When fitting patients, a NMC therapist must be present during the entire fitting process and will make the determination as to which party should perform fitting services. CONTRACTOR's employee/technician must work in conjunction with NMC's therapist for fittings.
 - b. CONTRACTOR shall be responsible for measuring the patient to assess the proper sizing of the brace, therefore multiple sizes should be brought when the patient is fitted to ensure the correct size is chosen.
2. Ensure all products are viable prior to delivering such products to NMC.
3. **Medical Records:** For all instances when a product is delivered to the patient by the CONTRACTOR, it is CONTRACTOR's obligation to obtain a patient's signature upon delivery of a product to patient. CONTRACTOR shall provide appropriate and authenticated documentation of all products & services provided to NMC's patients to NMC promptly, which NMC will be stored in the patient's hospital medical record by NMC staff. Such records shall remain the property of NMC but shall be made available to CONTRACTOR upon request as needed in order to complete service and collection efforts or to meet regulatory requirements.
4. **Re Products Stocked at NMC:** Render daily maintenance of all DME Product inventories at NMC (product inventory either designated or approved by NMC) in a manner to be logistically coordinated with the Materials Manager or designee. CONTRACTOR shall also oversee and be responsible for implementation of storing DME Product inventories into Pyxis system which is to occur within 6 months of agreement start date.
5. **Coverage:** Ensure that adequate service coverage is available to meet NMC's requests for products and services, even in the event of any staff shortage or absence of its employee who is normally dispatched to service NMC, and to communicate call schedules and contact information

to the appropriate staff at NMC to ensure that NMC always has the current and relevant contact information on hand.

6. **Re Response Time:** If product requested is readily available, CONTRACTOR shall respond on site with product within three (3) hours of said request, during normal business hours of Monday through Friday, 9:00 to 5:00 pm. Measurement requests shall also be responded to on-site by CONTRACTOR within 3 business hours of said request.
7. **On-site Check-in Process:**
 - a. CONTRACTOR ensures that its employees follow NMC's current Vendormate sign-in process at NMC's Materials Management/warehouse area in order to obtain a "vendor badge" for use by CONTRACTOR employees while at any NMC location, and to ensure employees display such badges prominently while at NMC for business purposes. CONTRACTOR's employees shall be responsible to return badges back to Materials Management upon completion of products delivered and/or services rendered.
 - b. After sign-in and obtaining a badge, CONTRACTOR's employee may proceed to the floor where services are requested. In the Physical Therapy Unit specifically, CONTRACTOR's employee shall refer to the whiteboard on the wall near the entrance to obtain the relevant therapist's name and phone number, and shall call the therapist upon arrival to meet, ensuring that both are present during all patient fittings.
8. **CONTRACTOR Employee Requirements:** Ensure that each of its employees who provide products and services to NMC shall fully comply with the terms and conditions set forth in this Agreement at all times while the Agreement is in effect, and also ensure its employees and/or technicians dispatched to NMC are properly trained and credentialed to work in a hospital environment.
 - a. CONTRACTOR's employees shall possess current, unrestricted license and/or certification, as necessary, to provide products & services as described herein. A copy of each such employee's credentials will be provided to NMC before the employee provides products or services.
 - b. CONTRACTOR shall assure that each employee has the appropriate level of training to provide products & services assigned to that employee and shall provide its Human Resources file.
 - c. Employee criminal background check acceptable to NMC.
 - d. Immunizations as required by NMC policies and procedures (verified through Vendormate).
9. Provide timely and authenticated documentation of all products applied and services rendered to the patient in the form of a written Progress Note or Consultation Note, signed by CONTRACTOR's employee. If services and delivery are provided directly by CONTRACTOR then CONTRACTOR's employee shall be responsible for obtaining the patient's signature on all such documentation. If products are pulled from the Natividad warehouse inventory and delivered by a Natividad employee then Natividad staff shall be responsible for obtaining the patient's signature on received items. Such documentation shall become a permanent part of the patient's medical record. Natividad shall be responsible for updating a patient's medical record.
10. Ensure its employees provide products & services in a prompt, courteous, and non-discriminatory manner (that is, without regard to race, color, creed, condition, sex, age, national origin, economic or handicapped status or sexual orientation).
11. Provide products & services in compliance with the policies, procedures and directions of NMC, to the extent they do not conflict with any express term of the Agreement; applicable standards of relevant professional societies; and applicable local, state and federal laws and regulations.
12. Cease assigning an employee to provide services at NMC upon request by NMC who may make this request with or without cause.
13. Furnish a Material Safety Data Sheet (MSDS) for all items which are applicable to the hazardous substances defined in the Hazardous Communication Act. Failure to furnish this documentation will be cause to terminate the Agreement if not cured within thirty (30) days

after notice of violation.

C. NMC Obligations:

1. NMC to provide Pyxis Supply Automation machine that will be utilized by CONTRACTOR to securely store products to be issued out to patients once system is established. NMC will provide daily reports indicating what products were issued out while Pyxis Supply Automation System is established.
2. NMC shall allocate space for CONTRACTOR to store and manage the DME Inventory. We will allocate space working with the department needs so it can be managed without any stock outs.
3. NMC shall ensure one of its therapists will be present during all patient fittings.
4. Natividad shall be responsible for updating a patient's official medical record using the documentation received by CONTRACTOR as defined in section 8 (e) herein. If products are pulled from the existing Natividad inventory and delivered by a Natividad employee then Natividad staff shall be responsible for obtaining the patient's signature on received items.

D. Intellectual Property Rights

1. All paper and electronic data provided to CONTRACTOR by NMC belongs to NMC. Use or distribution of NMC's data by CONTRACTOR is prohibited unless CONTRACTOR obtains prior written consent from NMC.
2. For systems hosted or stored on equipment not owned by NMC, CONTRACTOR shall furnish all data to NMC upon request by NMC at any time during the term of this Agreement in a useable format as specified by NMC and at no additional cost to NMC.
3. Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that CONTRACTOR shall retain all of its rights in its proprietary information including, without limitation, methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by CONTRACTOR prior to this Agreement.

E. Pricing/Fees:

1. For pricing, please refer to attached schedules titled 'Pacific Medical Hospital Partnership Direct Product Price List' and 'Pacific Medical Hospital Based Orthotics and Prosthetics Services' found in Exhibit A.
2. There shall be no travel reimbursement allowed during the Agreement.
3. NMC may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of the Agreement.
4. No payments in advance or in anticipation of services or supplies to be provided under the Agreement shall be made by NMC.
5. NMC shall not pay any claims for payment of services submitted more than twelve (12) months after the calendar month in which the services were completed.
6. CONTRACTOR shall bill for Products & Services provided in accordance with all applicable laws, rules, and regulations, and in a timely manner. Payment Terms shall be thirty (30) days from receipt of a certified invoice in the Office of the Auditor-Controller. All bills will be itemized and detailed clearly to identify the Products & Services provided, and name of the patient. In no event will CONTRACTOR bill for services provided without appropriate physician order, and NMC will not reimburse CONTRACTOR for any such services.
7. Annual price increase may be proposed by CONTRACTOR no less than 90 days prior to the annual anniversary date of the term of the Agreement. Price increases shall only be allowed upon approval by NMC and via a written amendment executed by both parties.

8. **GENERAL BILLING AND INVOICING PRACTICES INVOLVING NON-MEDICARE/MEDICAID PATIENTS:** Except for Products & Services provided to Medicare and Medicaid in-patients – i.e. patients requiring greater than twenty-three (23) hour stays in the healthcare NMC - CONTRACTOR or third party vendors shall be solely responsible for billing patients and/or payors for services provided. Fees shall be reasonable and consistent with fees charged for similar services in the community. A copy of CONTRACTOR's fee schedules will be maintained at NMC for the benefit of patients. CONTRACTOR will not bill NMC for any services outside of Exhibit A. NMC will have no financial responsibility to CONTRACTOR except as specifically set forth in Exhibit A.
9. **GENERAL BILLING AND INVOICING PRACTICES INVOLVING MEDICARE/MEDICAID PATIENTS:** CONTRACTOR shall bill NMC directly for products & services pursuant to the pricing set forth (pricing page to follow) to (1) Medicare in-patients; (2) Medicaid in-patients; (3) any other patient who is a beneficiary of any third party payor where such payor requires NMC to bill for such services rather than CONTRACTOR ("NMC Payor") or (4) in cases where medical insurance is not available and/or Entity has implemented a policy and procedure for payment assistance for its low income and/or uninsured patient populations, Entity and CONTRACTOR recognize the requirement that CONTRACTOR, as a supplier/vendor, shall comply with all regulatory requirements of providing products and services for Entity and not provide free goods and/or services to Entity or its patient population as an inducement for referrals or as a payment in violation of the anti- kickback statutes. As such, the parties agree as follows:
- a. CONTRACTOR and NMC will, in connection with the Agreement, cooperate fully with each other by, among other things, generating, maintaining and making available all necessary records in order to assure that NMC and CONTRACTOR will be able to meet all requirements for participation and payment associated with public and private third party payment programs including, but not limited to, matters covered by Section 1861(v)(1)(I) of the Social Security Act. CONTRACTOR and NMC will continue to comply with this Section following the effective termination date of the Agreement.
 - b. In the event a patient or member qualifies for payment assistance under the terms of the Policy and Procedures for payment assistance or is uninsured, NMC shall reimburse CONTRACTOR for the goods and services provided by CONTRACTOR to said patient as set forth in Exhibit A.
 - c. On a timely basis, NMC shall provide CONTRACTOR a list of said patient's status under the Payment Assistance program. Within 15 days of receipt, Pacific Medical shall provide a corresponding invoice/purchase order (based on the pricing set forth in Exhibit A for the goods and services provided to the patients listed by NMC on the Payment Assistance list.
 - d. This policy and practice shall be evaluated by the Oversight committee on an annual basis and may change as deemed necessary be the parties. Any changes shall only be valid after an Amendment has been approved.
10. **INVENTORY AUDITS:** Annual audits of NMC product inventory shall be conducted and documented by CONTRACTOR. The audit reports must be signed by a CONTRACTOR sales representative and an account representative. NMC is only responsible for the product listed on the most current valid audit report; provided that any consigned Product losses in excess of five percent (5%) of inventory annually shall be charged to NMC at the prices provided in Exhibit A. CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.
- a. In no event will CONTRACTOR bill any Medicare or Medicaid in-patient (or NMC Payor patient, if NMC Payor contractually prohibits NMC from doing so) directly for covered services provided under the terms of the Agreement.

F. Other Provisions:

1. CONTRACTOR represents and warrants that it has not been and is not currently excluded from participating in the Medicare or Medicaid programs or any other federal sponsored health care program. CONTRACTOR further represents and warrants that none of its employees, agents, officers or directors have been excluded from participating in the Medicare or Medicaid programs or any other federal sponsored health care program.
2. Both CONTRACTOR and NMC agree that nothing in this Agreement is intended to create an employer/employee relationship between NMC and any CONTRACTOR or NMC and CONTRACTOR's employee.
3. Neither CONTRACTOR nor any CONTRACTOR employee will have any claim against NMC for vacation pay, sick leave, Social Security, worker's compensation or employee benefits of any kind. CONTRACTOR will maintain its own books and records relating to CONTRACTOR's business.

Orthotics and Prosthetics Price List

HCPC	DESCRIPTION	2020 CA MCARE ALLOWABLE	15% DISCOUNT RATE
A8000	NON-MOLDED HELMET, SOFT, PREFAB	\$ 178.17	\$ 151.44
A8001		\$ 178.17	\$ 151.44
L0120	FOAM CERVICAL COLLAR	\$ 33.15	\$ 28.18
L0140	PLASTIC CERVICAL COLLAR	\$ 59.97	\$ 50.97
L0150	CERVICAL COLLAR, SEMI-RIGID, CHIN CUP, CUSTOM FIT	\$ 134.97	\$ 114.72
L0160	CERVICAL COLLAR, SEMI-RIGID, MANDIBULAR SUPPORT	\$ 165.59	\$ 140.75
L0172	CERVICAL COLLAR, SEMI-RIGID, THERMOPLASTIC FOAM 2 PIECE	\$ 149.10	\$ 126.74
L0174	CERVICAL COLLAR, SEMI-RIGID, THERMOPLASTIC FOAM 2 PIECE WITH THORACIC EXTENSION	\$ 343.10	\$ 291.64
L0180	CERVICAL MULTIPLE POST COLLAR, OCCIPITAL/MANDIBULAR SUPPORTS, ADJUSTABLE	\$ 444.81	\$ 378.09
L0190	CERVICAL MULTIPLE POST COLLAR, OCCIPITAL/MANDIBULAR SUPPORTS, ADJUSTABLE CERVICAL BARS	\$ 618.69	\$ 525.89
L0200	RIGID MULTIPLE POST CERVICAL SUPPORT WITH EXT.	\$ 644.99	\$ 548.24
L0454	TLSO, 5OFT	\$ 339.12	\$ 288.25
L0456	TLSO, FLEXIBLE	\$ 972.50	\$ 826.63
L0458	TLSO, TRIPLANAR CONTROL, 2 RIGID PLASTIC SHELLS, PREFABRICATED	\$ 872.04	\$ 741.23
L0460	TLSO	\$ 981.54	\$ 834.31
L0462	TLSO, TRIPLANAR CONTROL, 3 RIGID PLASTIC SHELLS, PREFABRICATED	\$ 1,220.88	\$ 1,037.75
L0464	TLSO, TRIPLANAR CONTROL, 4 RIGID PLASTIC SHELLS, PREFABRICATED	\$ 1,453.44	\$ 1,235.42
L0468	TLSO	\$ 565.58	\$ 480.74
L0472	TLSO, ANT FRAME, HYPEXT, PREFAB	\$ 505.02	\$ 429.27
L0480		\$ 1,515.42	\$ 1,288.11
L0482	TLSO CUSTOM FABRICATED	\$ 1,728.21	\$ 1,468.98
L0486	TLSO, CLAMSHHELL, CUSTOM FABRICATED	\$ 2,106.30	\$ 1,790.36
L0621	SACROILLIAC ORTHOTIC	\$ 115.17	\$ 97.89
L0627	LUMBAR ORTHOSIS	\$ 401.95	\$ 341.66
L0630	LSO, RIGID POSTERIOR PANELS	\$ 158.36	\$ 134.61
L0631	LSO, SAGITTAL CONTROL, RIGID ANT & POST PANELS PREFAB	\$ 1,003.79	\$ 853.22
L0637	LSO	\$ 1,182.99	\$ 1,005.54
L0639	LSO, CUSTOM FIT, AP/LAT CONTROL, PREFAB	\$ 1,182.99	\$ 1,005.54
L0710	CTLSD	\$ 2,608.51	\$ 2,217.23
L0810	HALO	\$ 3,221.66	\$ 2,738.41
L0820	CERVICAL HALO INCORP INTO PLASTER BODY JACKET	\$ 2,539.65	\$ 2,158.70
L0830	HALO CERV ORTHOSIS MILWAUKEE	\$ 3,916.55	\$ 3,329.07
L0859	HALO MRI COMPATIBLE SYSTEM	\$ 1,141.17	\$ 969.99
L0984	PROTECTIVE BODY SOCK	\$ 64.05	\$ 54.44
L1200	TLSO LOW PROFILE	\$ 1,956.94	\$ 1,663.40
L1220	ANTERIOR THORACIC EXT.	\$ 276.71	\$ 235.20
L1686	CUSTOM FIT POST-OP HIP ABDUCTION ORTHOSIS	\$ 1,139.32	\$ 968.42
L1810	KNEE ORTHOSIS PRE FABRICATED	\$ 121.70	\$ 103.45
L1830	CANVAS KNEE IMMOBILIZER	\$ 109.27	\$ 92.88
L1831	KNEE ORTHOSIS WITH LOCKING KNEE JOINTS	\$ 287.78	\$ 244.61
L1832	KNEE ORTHOSIS WITH ADJUSTABLE JOINTS	\$ 680.05	\$ 578.04
L1833	Ko adj jnt pos r sup pre ots	\$ 680.05	\$ 578.04
L1930	CUSTOM FIT PLASTIC AFO	\$ 295.46	\$ 251.14
L1960	AFO PLASTIC CUSTOM FABRICATED	\$ 692.30	\$ 588.46
L1970	CUSTOM MOLDED ARTICULATED AFO	\$ 723.90	\$ 615.32
L2136	RIGID FEMORAL FRACTURE CAST ORTHOSIS	\$ 1,477.05	\$ 1,255.49
L2180	PLASTIC SHOE INSERT WITH ANKLE JOINTS	\$ 146.27	\$ 124.33
L2200	LIMITED MOTION ANKLE JOINT	\$ 59.38	\$ 50.47
L2624	BI-POLANAR CONTROL HIP JONT	\$ 413.59	\$ 351.55
L2830	SOFT INTERFACE FOR AK SECTION, MOLDED PLASTIC, ADD TO LE	\$ 117.34	\$ 99.74

L3760	ELBOW ORTHOSIS	\$	445.02	\$	378.27
L3908	WRIST HAND ORTHOSIS	\$	73.22	\$	62.24
L3917	HAND ORTHOSIS	\$	94.04	\$	79.93
L3960	SHOULDER ELBOW WRIST HAND ORTHOSIS	\$	898.23	\$	763.50
L3980	UPPER EXTREMITY FRACTURE ORTHOSOS	\$	377.84	\$	321.16
L3995	FRACTURE SOCK	\$	34.93	\$	29.69
L4386	WALKING BOOT	\$	155.02	\$	131.77
L4396	ANKLE CONTRACTURE SPLINT	\$	161.33	\$	137.13
L4398	FOOT DROP SPLINT	\$	74.28	\$	63.14
L5450	POST OP RIGID DRESSING BELOW KNEE	\$	406.58	\$	345.59
L5460	POST OP RIGID DRESSING ABOVE KNEE	\$	544.18	\$	462.55
L8300	TRUSS	\$	112.25	\$	95.41
L8440	BELOW KNEE SHRINKER	\$	55.65	\$	47.30
L8460	ABOVE KNEE SHRINKER	\$	88.69	\$	75.39

Pacific Medical Contract Prices for Natividad Medical Center - 2020

Manufacturer	Part #	Description	CONTRACTED RATE
hely & weber	3709-BLK	Mat Pat Support Strap	\$ 17.93
Breg	11042	Breg Lateral Stabilizer	\$ 43.94
Breg	11043	Breg Lateral Stabilizer	\$ 43.94
Breg	11044	Breg Lateral Stabilizer	\$ 43.94
Breg	11045	Breg Lateral Stabilizer	\$ 43.94
Breg	11052	Breg Lateral Stabilizer	\$ 43.94
Breg	11053	Breg Lateral Stabilizer	\$ 43.94
Breg	11054	Breg Lateral Stabilizer	\$ 43.94
Breg	11055	Breg Lateral Stabilizer	\$ 43.94
Breg	21732	Shortrunner ,Airmesh,Open Back	\$ 103.95
Breg	21733	Shortrunner ,Airmesh,Open Back	\$ 103.95
Breg	21734	Shortrunner ,Airmesh,Open Back	\$ 103.95
Breg	21735	Shortrunner ,Airmesh,Open Back	\$ 103.95
Breg	21736	Shortrunner ,Airmesh,Open Back	\$ 103.95
Breg	21752	Shortrunner ,Airmesh,Wraparound,Open Back	\$ 103.95
Breg	21753	Shortrunner ,Airmesh,Wraparound,Open Back	\$ 103.95
Breg	21754	Shortrunner ,Airmesh,Wraparound,Open Back	\$ 103.95
Breg	21755	Shortrunner ,Airmesh,Wraparound,Open Back	\$ 103.95
Alimed	65636	Pedifix Gelstep Heel Pad Uncovered w/ Soft Center Spot	\$ 20.59
Alimed	65637	Pedifix Gelstep Heel Pad Uncovered w/ Soft Center Spot	\$ 20.59
Alimed	65638	Pedifix Gelstep Heel Pad Uncovered w/ Soft Center Spot	\$ 20.59
Ossur	209133	Airform Inflatable Back Support	\$ 46.44
Ossur	209135	Airform Inflatable Back Support	\$ 46.44
Ossur	209137	Airform Inflatable Back Support	\$ 46.44
Ossur	209138	Airform Inflatable Back Support	\$ 46.44
Ossur	209139	Airform Inflatable Back Support	\$ 46.44
Ortho Outfitter	264032	Ankle Stabilizing Orthosis Ankle Brace w/ Stays	\$ 31.98
Ortho Outfitter	264034	Ankle Stabilizing Orthosis Ankle Brace w/ Stays	\$ 31.98
Ortho Outfitter	264035	Ankle Stabilizing Orthosis Ankle Brace w/ Stays	\$ 30.98
Ortho Outfitter	264036	Ankle Stabilizing Orthosis Ankle Brace w/ Stays	\$ 30.98
Top Shelf	500102	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500103	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500104	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500105	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500106	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500112	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500113	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500114	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500115	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500116	7" I-Fit Foam Wrist Support	\$ 11.14
Top Shelf	500202	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500203	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500204	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500205	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500206	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500212	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500213	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500214	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500215	Foam Wrist/Forearm Support	\$ 14.03
Top Shelf	500600	Thumb Splint	\$ 13.37
Top Shelf	500820	7" Lace Up Wrist Support	\$ 12.24
Top Shelf	500830	7" Lace Up Wrist Support	\$ 12.24
Top Shelf	500920	10" Lace Up Wrist Support	\$ 15.59
Top Shelf	500930	10" Lace Up Wrist Support	\$ 15.59
Top Shelf	500940	7" Thumb Lacer	\$ 14.11

Top Shelf	500950	7" Thumb Lacer	\$	14.11
Top Shelf	501772	Lunar Air Walker Tall XM	\$	58.89
Top Shelf	501773	Lunar Air Walker Tall SM	\$	58.89
Top Shelf	501774	Lunar Air Walker Tall MD	\$	58.89
Top Shelf	501775	Lunar Air Walker Tall LG	\$	58.89
Top Shelf	501776	Lunar Air Walker Tall XL	\$	58.89
Top Shelf	501782	Lunar Air Walker Tall XS	\$	55.98
Top Shelf	501783	Lunar Air Walker Tall 5M	\$	55.98
Top Shelf	501784	Lunar Air Walker Tall MD	\$	55.98
Top Shelf	501785	Lunar Air Walker Tall LG	\$	55.98
Top Shelf	501786	Lunar Air Walker Tall XL	\$	55.98
Top Shelf	501922	Ankle Stabilizer	\$	19.45
Top Shelf	501923	Ankle Stabilizer	\$	19.45
Top Shelf	501924	Ankle Stabilizer	\$	19.45
Top Shelf	501925	Ankle Stabilizer	\$	19.45
Top Shelf	501926	Ankle Stabilizer	\$	19.45
Top Shelf	501927	Ankle Stabilizer	\$	19.45
Top Shelf	502002	Arm Sling	\$	5.32
Top Shelf	502006	Arm Sling	\$	5.32
Top Shelf	502023	Arm Sling w/ Padded Strap	\$	11.58
Top Shelf	502024	Arm Sling w/ Padded Strap	\$	11.58
Top Shelf	502025	Arm Sling w/ Padded Strap	\$	11.58
Top Shelf	502026	Arm Sling w/ Padded Strap	\$	11.58
Top Shelf	502070	Stable Sling	\$	62.37
Top Shelf	502202	Shoulder Immobilizer w/ foam strap	\$	15.44
Top Shelf	502203	Shoulder Immobilizer w/ foam strap	\$	15.44
Top Shelf	502204	Shoulder Immobilizer w/ foam strap	\$	15.44
Top Shelf	502205	Shoulder Immobilizer w/ foam strap	\$	15.44
Top Shelf	502206	Shoulder Immobilizer w/ foam strap	\$	15.44
Top Shelf	502233	Clinic Shoulder Immobilizer	\$	7.72
Top Shelf	502234	Clinic Shoulder Immobilizer	\$	7.72
Top Shelf	505255	Knee Sleeve w/ Open Patella	\$	9.94
Top Shelf	505256	Knee Sleeve w/ Open Patella	\$	9.94
Top Shelf	505257	Knee Sleeve w/ Open Patella	\$	9.94
Top Shelf	505313	Economy Hinged Knee, Wrprnd, Kewl Mesh, w/Open POP	\$	48.26
Top Shelf	505314	Economy Hinged Knee Wraparnd, Kewl Mesh, w/Open Pop	\$	48.26
Top Shelf	505315	Economy Hinged Knee Wraparnd, Kewl Mesh, w/Open Pop	\$	48.26
Top Shelf	505316	Economy Hinged Knee Wraparnd, Kewl Mesh, w/Open Pop	\$	48.26
Top Shelf	505317	Economy Hinged Knee Wraparnd, Kewl Mesh, w/Open Pop	\$	48.26
Top Shelf	505501	Tele-Range Post Op Knee Brace	\$	99.50
Top Shelf	505603	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505604	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505605	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505606	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505607	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505608	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505623	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505624	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505625	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505626	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505627	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	505628	Lateral Patella Stabilizer with Contour Hinge	\$	49.23
Top Shelf	510133	Boa lite	\$	37.65
Top Shelf	510134	Boa Lite	\$	37.65
Top Shelf	510135	Boa Lite	\$	37.65
Top Shelf	510136	Boa Lite	\$	37.65
Top Shelf	510137	Boa lite	\$	37.65

Top Shelf	510149	Boa Extension Panel	\$	19.31
Top Shelf	510150	7 degree Lordotic Inserts	\$	18.71
Top Shelf	510151	10 degree Lordotic Inserts	\$	18.71
Top Shelf	510152	12 degree Lordotic Inserts	\$	18.71
Top Shelf	510165	Short Rigid Chairback 13"	\$	24.98
Top Shelf	510166	Short Rigid Chairback 13"	\$	24.98
Top Shelf	510167	Short Rigid Chairback 13"	\$	24.98
Top Shelf	510174	Female Boa	\$	137.36
Top Shelf	510175	Female Boa	\$	137.36
Top Shelf	510176	Female Boa	\$	137.36
Top Shelf	510177	Female Boa	\$	161.12
Top Shelf	510178	Female Boa	\$	161.12
Top Shelf	510243	Boa SI Belt	\$	50.94
Top Shelf	510244	Boa SI Belt	\$	50.94
Top Shelf	510245	Boa SI Belt	\$	50.94
Top Shelf	510503	Boa Duel TLSO	\$	306.65
Top Shelf	510504	Boa Duel TLSO	\$	306.65
Top Shelf	510505	Boa Duel TLSO	\$	306.65
Top Shelf	510506	Boa Duel TLSO	\$	306.65
Top Shelf	510507	Boa Duel TLSO	\$	306.65
Top Shelf	550020	Shoulder Therapy Kit	\$	38.61
Aspen	984002	Vista Cervical Collar w/ Replacement Pads	\$	80.11
ASPEN	984020	VISTA COLLAR REPLACEMENT PAD SET ADULT UNIVERSAL	\$	24.33
Aspen	984100	Vista Cervical Collar TX	\$	63.86
Deroyal	13780400	Female Rib Belt (female)	\$	13.65
Breg	00123	Post OP Rehab Knee Brace	\$	143.64
Aircast	02MLL	Aircast Airsport Ankle Brace	\$	41.78
Aircast	02MLR	Aircast Airsport Ankle Brace	\$	41.78
Aircast	02MML	Aircast Airsport Ankle Brace	\$	41.78
Aircast	02MMR	Aircast Airsport Ankle Brace	\$	41.78
Aircast	02MSL	Aircast Airsport Ankle Brace	\$	41.78
Aircast	02MSR	Aircast Airsport Ankle Brace	\$	41.78
Aircast	02MXLL	Airsport Ankle Brace	\$	41.78
Aircast	02MXLR	Airsport Ankle Brace	\$	41.78
Breg	07714	Breg T-Scope Post-Op Brace	\$	118.07
Breg	08512	Kool Sling Immobilizer	\$	52.45
Breg	08513	Kool Sling Immobilizer	\$	52.45
Breg	08514	Kool Sling Immobilizer	\$	52.45
Breg	08515	Kool Sling Immobilizer	\$	52.45
galveston	101L	Metacarpal Brace	\$	72.90
galveston	101M	Metacarpal Brace	\$	72.90
galveston	101S	Metacarpal Brace	\$	72.90
galveston	101XL	Metacarpal Brace	\$	72.90
DJ Ortho	11-1543-2	Serf Strap	\$	82.92
DJ Ortho	11-1543-3	Serf Strap	\$	82.92
DJ Ortho	11-1543-4	Serf Strap	\$	82.92
DJ Ortho	11-1544-2	Serf Strap	\$	82.92
DJ Ortho	11-1544-3	Serf Strap	\$	82.92
DJ Ortho	11-1544-4	Serf Strap	\$	82.92
DONJOY	11-9114-9	TELESCOPING TROM ADVANCE COOL	\$	156.45
Deroyal	13780300	Female Rib Belt (male)	\$	13.65
Ossur	308LG	Cast Boot, Open Toe	\$	6.08
Ossur	308MLG	Cast Boot, Open Toe	\$	6.08
Ossur	308SM	Cast Boot, Open Toe	\$	6.08
Ossur	308XS	Cast Boot, Open Toe	\$	6.08
Hely & Weber	364-BLK-M	Cast Shoe, Molded Sole	\$	12.83
Corflex	37-1204-000	BOXER SPLINT XL RT CORFLEX	\$	34.38

Corflex	37-1212-000	BOXER SPLINT MD LEFT	\$	34.38
Ortho Outfitter	37-2161-000	Extended Length Humeral Splint	\$	106.03
Ortho Outfitter	37-2162-000	Extended Length Humeral Splint	\$	106.03
Ortho Outfitter	37-2163-000	Extended Length Humeral Splint	\$	106.03
Ortho Outfitter	37-2164-000	Extended Length Humeral Splint	\$	106.03
hely & weber	3835-BLK-L	Neoprene Elbow Sleeve	\$	15.27
hely & weber	3835-BLK-M	Neoprene Elbow Sleeve	\$	15.27
hely & weber	3835-BLK-S	Neoprene Elbow Sleeve	\$	15.27
hely & weber	3835-BLK-XL	Neoprene Elbow Sleeve	\$	15.27
hely & weber	3838-BLK-L	Tennis Elbow Brace w/ Compression Pad	\$	13.45
hely & weber	3838-BLK-M	Tennis Elbow Brace w/ Compression Pad	\$	13.45
hely & weber	3838-BLK-S	Tennis Elbow Brace w/ Compression Pad	\$	13.45
hely & weber	3838-BLK-XL	Tennis Elbow Brace w/ Compression Pad	\$	13.45
hely & weber	3838-BLK-XS	Tennis Elbow Brace w/ Compression Pad	\$	13.45
hely & weber	3842-BLK	Santa Barba Splint	\$	21.44
hely & weber	3848-LT	TKO Knuckle Orthosis	\$	32.10
hely & weber	3848-RT	TKO Knuckle Orthosis	\$	32.10
hely & weber	393-FM	Wooden Post Op Shoe	\$	13.77
hely & weber	393-MM	Wooden Post Op Shoe	\$	13.77
Bioskin	41362	Q BRACE CONFORMA HINGE MD BIOSKIN	\$	71.93
hely & weber	450-LT	Titan Wrist	\$	16.66
hely & weber	450-LT-XS	Titan Wrist	\$	16.66
hely & weber	450-RT	Titan Wrist	\$	16.66
hely & weber	450-RT-XS	Titan Wrist	\$	16.66
hely & weber	450TINY-LT	Titan Wrist	\$	16.66
hely & weber	450TINY-RT	Titan Wrist	\$	16.66
hely & weber	452-LT	Titan Wrist Lacing Orthosis	\$	21.94
hely & weber	452-RT	Titan Wrist Lacing Orthosis	\$	21.94
hely & weber	455-LT	Titan Wrist/Thumb Brace	\$	26.65
hely & weber	455-RT	Titan Wrist/Thumb Brace	\$	26.65
Mckesson	4704-LG	Snoopy Arm Sling	\$	19.31
Mckesson	4704-MD	Snoopy Arm Sling	\$	20.41
Mckesson	4704-SM	Snoopy Arm Sling	\$	20.41
Mckesson	4704-XS	Snoopy Arm Sling	\$	20.41
Top Shelf	500302	I-FIT FOAM WRIST SUPP W/THUMB XS LT	\$	23.17
Top Shelf	500303	I-FIT FOAM WRIST SUPP W/THUMB S LT	\$	23.17
Top Shelf	500304	I-FIT FOAM WRIST SUPP W/THUMB MD LT	\$	23.17
Top Shelf	500305	I-FIT FOAM WRIST SUPP W/THUMB LG LT	\$	23.17
Top Shelf	500306	I-FIT FOAM WRIST SUPP W/THUMB XL LT	\$	23.17
Top Shelf	500312	I-FIT FOAM WRIST SUPP W/THUMB XS RT	\$	23.17
Top Shelf	500313	I-FIT FOAM WRIST SUPP W/THUMB S RT	\$	23.17
Top Shelf	500314	I-FIT FOAM WRIST SUPP W/THUMB MD RT	\$	23.17
Top Shelf	500315	I-FIT FOAM WRIST SUPP W/THUMB L RT	\$	23.17
Top Shelf	500316	I-FIT FOAM WRIST SUPP W/THUMB XL RT	\$	23.17
hely & weber	500-L	Black H&W Arm Sling	\$	15.04
hely & weber	500-MD	Black H&W Arm Sling	\$	15.04
hely & weber	500-S	Black H&W Arm Sling	\$	15.04
hely & weber	500-XS	Black H&W Arm Sling	\$	15.04
Top Shelf	501790	CRUTCHES ADULT TALL 5FT 10IN - 6FT 6IN	\$	14.11
Top Shelf	501791	CRUTCHES ADULT 5FT 2IN - 5FT 10IN	\$	14.11
Top Shelf	501792	CRUTCHES YOUTH 4FT 6IN - 5FT 2IN	\$	14.11
Top Shelf	501793	CRUTCHES PEDIATRIC 4FT - 4FT 6IN	\$	14.11
Top Shelf	501811	Two Button Walker w 5" wheels Adult	\$	35.64
Top Shelf	501812	Two Button Walker w 5" wheels Youth	\$	35.64
Top Shelf	502003	Arm Sling	\$	5.32
Top Shelf	502004	Arm Sling	\$	5.32
Top Shelf	502005	Arm Sling	\$	5.32

Top Shelf	502007	Arm Sling	\$	5.32
Top Shelf	502008	Arm Sling	\$	7.25
Top Shelf	502009	ARM SLING PEDIATRIC LG/XL	\$	7.25
Top Shelf	502050	UNIVERSAL ARM SLING WITH PAD	\$	6.52
Top Shelf	502210	UNIVERSAL SHOULDER IMMOBILIZER	\$	24.14
Top Shelf	502230	SHLDER IMMOB/SLING W/WEB STRAP UNIV	\$	10.14
Top Shelf	502235	Clinic Shoulder Immobilizer	\$	7.72
Top Shelf	502236	Clinic Shoulder Immobilizer	\$	7.72
Top Shelf	502237	Clinic Shoulder Immobilizer	\$	7.72
Top Shelf	502238	Clinic Shoulder Immobilizer	\$	10.61
Top Shelf	502239	SHLDER IMMOB/SLING W/WEB STRAP PEDIATRIC LG/XL	\$	10.61
Top Shelf	502350	Stabilizing Air Gel Ankle Brace	\$	21.75
Top Shelf	502351	Stabilizing Air Gel Ankle Brace	\$	21.75
Top Shelf	502352	Stabilizing Air Gel Ankle Brace	\$	21.75
Top Shelf	502421	Post Op Shoe, Flex	\$	8.21
Top Shelf	502422	Post Op Shoe, Flex	\$	8.21
Top Shelf	502423	Post Op Shoe, Flex	\$	8.21
Top Shelf	502424	Post Op Shoe, Flex	\$	8.21
Top Shelf	502425	Post Op Shoe, Flex	\$	8.21
Top Shelf	502426	Post Op Shoe, Flex	\$	8.21
Top Shelf	502427	Post Op Shoe, Flex	\$	8.21
Top Shelf	502428	Post Op Shoe, Flex	\$	8.21
Top Shelf	502506	CAST SHOE LOW-PROFILE MEDIUM	\$	8.25
Top Shelf	502582	SOLAR AIR WALKER TALL XS	\$	49.75
Top Shelf	502583	SOLAR AIR WALKER TALL S	\$	49.75
Top Shelf	502584	SOLAR AIR WALKER TALL M	\$	49.75
Top Shelf	502585	SOLAR AIR WALKER TALL L	\$	49.75
Top Shelf	502586	SOLAR AIR WALKER TALL XL	\$	49.75
Top Shelf	502592	SOLAR AIR WALKER ANKLE XS	\$	48.26
Top Shelf	502593	SOLAR AIR WALKER ANKLE S	\$	48.26
Top Shelf	502594	SOLAR AIR WALKER ANKLE M	\$	48.26
Top Shelf	502595	SOLAR AIR WALKER ANKLE L	\$	48.26
Top Shelf	502596	SOLAR AIR WALKER ANKLE XL	\$	48.26
Top Shelf	502800	T-Scope Post OP Brace	\$	136.17
Top Shelf	503010	Cervical Collar Black	\$	8.25
Top Shelf	503020	Cervical Collar Black	\$	8.25
Top Shelf	503030	Cervical Collar Black	\$	8.25
Top Shelf	505001	Patellar Tendonitis Knee Strap	\$	10.40
Top Shelf	505003	Patellar Tendonitis Knee Strap	\$	15.44
Top Shelf	505111	Knee Immobilizer	\$	22.50
Top Shelf	505112	Knee Immobilizer	\$	22.50
Top Shelf	505113	Knee Immobilizer	\$	22.50
Top Shelf	505114	Knee Immobilizer	\$	22.50
Top Shelf	505115	Knee Immobilizer	\$	22.50
Top Shelf	505253	Knee Sleeve w/ Open Patella	\$	9.94
Top Shelf	505254	Knee Sleeve w/ Open Patella	\$	9.94
Top Shelf	505530	TR REHAB POST-OP BRACE UNIV	\$	106.18
Top Shelf	505715	TRI-PANEL KNEE IMMOBILIZER 20 INCH	\$	24.35
Top Shelf	505716	TRI-PANEL KNEE IMMOBILIZER 22 INCH	\$	25.25
Top Shelf	505717	TRI-PANEL KNEE IMMOBILIZER 24 INCH	\$	26.14
Top Shelf	550020-2	Shoulder Therapy Pulley Kit	\$	18.35
hely & weber	5819-LT	Modabber Wrist Orthosis	\$	18.52
hely & weber	5819PED-LT	Pediatric Modabber Wrist	\$	16.79
hely & weber	5819PED-RT	Pediatric Modabber Wrist	\$	16.79
hely & weber	5819-RT	Modabber Wrist Orthosis	\$	18.52
Alimed	60404/NA/NA/L	Desc Uco Adjustable Heel Lift	\$	7.75
Alimed	60404/NA/NA/M	Desc Uco Adjustable Heel Lift	\$	7.75

Allmed	60404/NA/NA/S	Desc Uco Adjustable Heel Lift	\$	7.75
ANATOMICAL CONCEPTS	650RKG	AFO RAPO ADULT KODEL GUN METAL ANATOMICAL CONCEPTS	\$	96.59
hely & weber	661-L	Clavicle Splint	\$	14.81
hely & weber	661-M	Clavicle Splint	\$	14.81
ORTHOAMERICA	783.095	A-FLEX ADULT XL BLUE W/STRAP - ORTHOMERICA PRODUCTS INC	\$	138.36
Procare	79-72117	Padded Colles Splint	\$	7.51
Procare	79-72127	Padded Colles Splint	\$	7.51
Procare	79-81110	Rocker Cast Boot/Sandal	\$	9.87
Procare	79-81111	Rocker Cast Boot/Sandal	\$	9.87
PROCARE	79-81225	ROCKER CAST SHOE W/FLEXSOLE/MED	\$	15.66
PROCARE	79-83183	CALIFORNIA CERVICAL COLLAR 3.25 INCH SM PROCARE	\$	27.50
Procare	79-83227	Miami J Collar w/ Repl Pad	\$	69.44
Procare	79-83228	Miami J Collar w/ Repl Pad	\$	69.44
Procare	79-83275	Aspen Collar	\$	41.94
Procare	79-83278	Aspen Collar	\$	41.94
PROCARE	79-84037	ELASTIC SHOULDER IMMOBILIZER-MALE LRG	\$	14.39
Procare	79-84100	Deluxe Shoulder Immobilizer	\$	13.64
Procare	79-85023	Heavy Padded Clavical Splint Support Brace	\$	11.27
Procare	79-85025	Heavy Padded Clavical Splint Support Brace	\$	11.27
Procare	79-85027	Heavy Padded Clavical Splint Support Brace	\$	11.27
Procare	79-85028	Heavy Padded Clavicle Splint	\$	11.27
Procare	79-85100	Clavical Splint	\$	12.68
Procare	79-87073	Elastic Wrist Brace	\$	7.53
Procare	79-87075	Elastic Wrist Brace	\$	7.53
Procare	79-87077	Elastic Wrist Brace	\$	7.53
Procare	79-87078	Elastic Wrist Brace	\$	7.53
Procare	79-87083	Elastic Wrist Brace	\$	7.53
Procare	79-87085	Elastic Wrist Brace	\$	7.53
Procare	79-87087	Elastic Wrist Brace	\$	7.53
Procare	79-87088	Elastic Wrist Brace	\$	7.53
Procare	79-89376	10" Abdominal Binder	\$	14.97
PROCARE	79-90173	HIP ABDUCTION PILLOW SM	\$	40.57
PROCARE	79-90175	HIP ABDUCTION PILLOW MED	\$	46.98
PROCARE	79-90177	HIP ABDUCTION PILLOW-LRG	\$	52.12
Procare	79-92470	Cuff & Collar	\$	12.69
Procare	79-92471	Cuff & Collar	\$	12.69
PROCARE	79-95063	NEXTEP CONTOUR BOOT WALKER/SM	\$	80.68
PROCARE	79-97863	SURROUND GEL ANKLE/SM 8.5	\$	25.79
PROCARE	79-97867	SURROUND ANKLE W/GEL REG 10	\$	25.79
Breg	96500	16" Knee Immobilizer	\$	39.47
Breg	96510	20" Knee Immobilizer	\$	38.31
Breg	96520	24" Knee Immobilizer	\$	38.31
LAERDAL	980020	STIFNECK PEDI-SELECT EXTRICATION COLLAR LAERDAL	\$	20.25
LAERDAL	980200	STIFNECK PEDIATRIC EXTRICATION COLLAR LAERDAL	\$	12.15
ASPEN	984000	VISTA COLLAR	\$	58.05
ASPEN	984600	VISTA ICU BACK PANEL - ASPEN MEDICAL PRODUCTS	\$	46.39
Sammons & Preston	A571200	Edema Glove, Open Finger	\$	12.10
Sammons & Preston	A571201	Edema Glove, Open Finger	\$	12.10
Sammons & Preston	A571202	Edema Glove, Open Finger	\$	12.10
Sammons & Preston	A571203	Edema Glove, Open Finger	\$	12.10
Sammons & Preston	A571204	Edema Glove, Open Finger	\$	12.10
Sammons & Preston	A571205	Edema Glove, Open Finger	\$	12.10
Sammons & Preston	A571206	Edema Glove, Open Finger	\$	12.10
Sammons & Preston	A571207	Edema Glove, Open Finger	\$	12.10
Sammons & Preston	A571212	Edema glove full finger glove wrist length	\$	12.10
Sammons & Preston	A571213	Edema glove full finger glove wrist length	\$	12.10
Sammons & Preston	A571214	Edema glove full finger glove wrist length	\$	12.10

Sammons & Preston	A571215	Edema glove full finger glove wrist length	\$	12.10
Bledsoe	AL185003BB	Wee Walker	\$	69.66
Bledsoe	AL185007BB	Wee Walker	\$	69.66
Ossur	B-221500000	Rehab Contour Full Foam	\$	107.19
Ossur	B-242900002	Rebound Air Walker	\$	81.27
Ossur	B-242900003	Rebound Air Walker	\$	81.27
Ossur	B-242900004	Rebound Air Walker	\$	81.27
Chopat	CP-02	Dual Action Knee Strap SM	\$	21.53
Chopat	CP-03	Dual Action Knee Strap MD	\$	21.53
Chopat	CP-04	Dual Action Knee Strap LG	\$	21.53
Chopat	CP-05	Dual Action Knee Strap XL	\$	21.53
Chopat	CP-15	Chopat Knee Strap SM	\$	15.39
Chopat	CP-17	Chopat Knee Strap MD	\$	15.39
Chopat	CP-19	Chopat Knee Strap LG	\$	15.39
Chopat	CP-21	Chopat Knee Strap XL	\$	20.93
Chopat	CP-22	Chopat Knee Strap XXL	\$	12.69
rhino	CS-M	Pediatric Clavicle Strap	\$	12.15
rhino	CS-S	Pediatric Clavicle Strap	\$	12.15
rhino	CS-XS	Pediatric Clavicle Strap	\$	12.15
BREG	EK061000	G3 POST OP BRACE	\$	160.65
Medline	G07702	WALKER PLATFORM ATTACHMENT	\$	61.07
Medline	G30757W	Adult Two Button Folding Walker w %" wheels	\$	32.40
Ossur	GB28	Hot/Cold Gel Insert for Airform Inflatable Back Support	\$	6.08
hapad	HP35	3 x 5/16" Heel Pads	\$	8.78
Medline	MDS86222CHR	ALUMINUM QUAD CANE SMALL BASE CHROME	\$	12.20
Medline	MDS86415	Cane -Adjustable Aluminum	\$	5.54
Medline	MD586420	ALUMINUM CANE	\$	5.41
MEDLINE	MDSV80534	Crutches	\$	12.83
MEDLINE	MDSV80535	Crutches	\$	12.83
MEDLINE	MDSV80536	Crutches	\$	12.83
OSSUR	MJR-300	MIAMI J COLLAR W/EXTRA PAD SET SHORT	\$	12.83
hapad	ML	Arch Metatarsal Pad	\$	8.10
hapad	MM	Arch Metatarsal Pad	\$	8.10
hapad	MS	Arch Metatarsal Pad	\$	8.10
Darco	NS3B	Pneumatic Night Splint	\$	51.30
Serola Biomechanics	NSIB-L	SEROLA SACROILIAC BELT-LG	\$	28.35
Serola Biomechanics	NSIB-M	SEROLA SACROILIAC BELT-MD	\$	28.35
Serola Biomechanics	NSIB-S	SEROLA SACROILIAC BELT-SM	\$	28.35
Serola Biomechanics	NSIB-XL	SEROLA SACROILIAC BELT-XL	\$	28.35
Ossur	OSS-PAR-100	Papoose Infant Immobilizer	\$	150.19
OSSUR	PHP-T3L	TRACHEOTOMY COLLAR 3-1/4 LG OSSUR	\$	13.93
OSSUR	PHP-T3M	TRACHEOTOMY COLLAR 3-1/4 MD OSSUR	\$	13.93
OSSUR	PHP-T3S	TRACHEOTOMY COLLAR 3-1/4 SM OSSUR	\$	13.93
OSSUR	PHP-T3XL	TRACHEOTOMY COLLAR 3-1/4 XL OSSUR	\$	13.93
OSSUR	PHP-T3XS	TRACHEOTOMY COLLAR 3-1/4 XS OSSUR	\$	13.93
Serola Biomechanics	SIBV2-L	SEROLA SACROILIAC BELT-LG	\$	31.05
Serola Biomechanics	SIBV2-M	SEROLA SACROILIAC BELT-MD	\$	31.05
Serola Biomechanics	SIBV2-S	SEROLA SACROILIAC BELT-SM	\$	31.05
Serola Biomechanics	SIBV2-XL	SEROLA SACROILIAC BELT-XL	\$	31.05
Alimed	TAS	Toe Alignment Splint	\$	13.34
Breg	VP40105-010	16" Knee Immobilizer	\$	34.72
Breg	VP40105-055	20" Knee Immobilizer	\$	34.72
Breg	VP40105-070	24" Knee Immobilizer	\$	34.72
Ossur	W0200BLK	Equalizer Premium Walker	\$	29.70
Ossur	W0400BLK	Equalizer Premium Walker	\$	29.70
Ossur	W0600BLK	Equalizer Premium Walker	\$	29.70
Ossur	W0800BLK	Equalizer Premium Walker	\$	29.70

Ossur	W1000BLK	Equalizer Premium Walker	\$	29.70
Ossur	W-10601	Ankle Gameday w/ Stay	\$	16.47
Ossur	W-10602	Ankle Gameday w/ Stay	\$	16.47
Ossur	W-10603	Ankle Gameday w/ Stay	\$	16.47
Ossur	W-10605	Ankle Gameday w/ Stay	\$	16.47
Ossur	W-10607	Ankle Gameday w/ Stay	\$	16.47
Ossur	W-10608	Ankle Gameday w/ Stay	\$	16.47
Ossur	W-10609	Ankle Gameday w/ Stay	\$	16.47
Benik	W-303-LL-B	Pediatric Wrist/Hand Thumb Support	\$	38.48
Benik	W-303-LM-B	Pediatric Wrist/Hand Thumb Support	\$	38.48
Benik	W-303-LS-B	Pediatric Wrist/Hand Thumb Support	\$	38.48
Benik	W-303-LXS-B	Pediatric Wrist/Hand Thumb Support	\$	38.48
Benik	W-303-RL-B	Pediatric Wrist/Hand Thumb Support	\$	38.48
Benik	W-303-RM-B	Pediatric Wrist/Hand Thumb Support	\$	38.48
Benik	W-303-RS-B	Pediatric Wrist/Hand Thumb Support	\$	38.48
Benik	W-303-RXS-B	Pediatric Wrist/Hand Thumb Support	\$	38.48
Ossur	W-823101	Innovator X Post OP Elbow	\$	86.00
CASCADE	WHW-5	WARWICK HEEL WEDGE SMALL	\$	9.19
rhino	WR7.5-L	Rhino Wrist/Forearm Sppt.	\$	20.25
rhino	WR7.5-R	Rhino Wrist/Forearm Sppt.	\$	20.25
rhino	WR8.5-L	8" Pediatric Wrist Support	\$	20.25
rhino	WR8.5-R	8" Pediatric Wrist Support	\$	20.25

**pricing effective 2.13.20

EXHIBIT B BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective July 1, 2020 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Pacific Medical, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code §1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. **PHI includes EPHI.**

(d) "Services" shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

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and revised on 12/09/16*

(d) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached;

(f) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

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(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/quality-and-safety/patient-privacy> . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA, the HITECH Act, or California Confidentiality

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Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Pacific Medical, Inc.
1700 N. Chrisman Road
Tracy, CA 95304-9314
Phone: 510-676-5365
Fax:408-564-0138

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
Fax: 831-755-6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE

COVERED ENTITY

By: Natividad Medical Center

By: 
Pacific Medical, Inc.

Print Name _____

Print Name: MARY WEAVER

Print Title _____

Print Title: General Counsel / C.L.O.

Date: _____

Date: 3.13.2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0G66614 One Risk Group, LLC DBA: One Risk Management & Insurance Services 6701 Koll Center Parkway, Suite 350 Pleasanton, CA 94566	CONTACT NAME: PHONE (A/C, No, Ext): (925) 226-7350 FAX (A/C, No): (925) 226-7380	
	E-MAIL ADDRESS: Certificates@oneriskgroup.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Pacific Medical, Inc. 1700 N. Chrisman Road Tracy, CA 95304	INSURER A: Hartford Insurance Company of the Midwest 37478	
	INSURER B: Hartford Accident & Indemnity Co 22357	
	INSURER C: Hartford Casualty Insurance Company 29424	
	INSURER D: Everest Premier Ins Co 18045	
	INSURER E: Medmarc Casualty Insurance Company 22241	
	INSURER F: Travelers Casualty and Surety Co America 31194	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		57 UUN VJ5973	5/27/2019	5/27/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 0
							WA STOP GAP \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		57 UUN VJ5973	5/27/2019	5/27/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			57 RHU VJ5674	5/27/2019	5/27/2020	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CA10003843191	5/27/2019	5/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Product Liab / E&O			19CA380067	5/27/2019	5/27/2020	Each Occ / Agg \$ 5,000,000
F	Cyber Liability			106745415	5/27/2019	5/27/2020	Each Claim / Agg \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is additional insured to the extent provided in the attached form. Primary wording applies to the extent provided in the attached form.

CERTIFICATE HOLDER

CANCELLATION

Natividad Medical Center
 1441 Constitution Blvd.
 Salinas, CA 93906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Hannon Train