

PROFESSIONAL SERVICES AGREEMENT

by and between

SOLEDAD COMMUNITY HEALTH CARE DISTRICT (“CONTRACTOR”)

and

NATIVIDAD MEDICAL CENTER (“NMC”)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of May 1, 2021, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**NMC**”), and SOLEDAD COMMUNITY HEALTH CARE DISTRICT, a political subdivision of the State of California, doing business as “Women’s Health Center” (“**Contractor**”). County, NMC, and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties**.”

RECITALS

A. Contractor is the owner and operator of Soledad Medical Clinic located in Soledad, California, and operates various outpatient clinics (collectively, the “**Clinics**”) under its acute care license.

B. NMC employs, contracts with, or otherwise engages medical professionals (collectively, “**Physicians**” and each, a “**Physician**”), each of whom is a physician duly licensed and qualified to practice medicine in the State of California (“**State**”). Each Physician is board certified for the practice of medicine in the specialty of obstetrics and gynecology (the “**Specialty**”).

C. Contractor must arrange for the provision of professional consultation and treatment of Clinic patients (collectively, the “**Patients**”), without regard to any consideration other than medical condition.

D. Contractor and NMC desire that NMC, through the services of the Physicians, provide professional Specialty services in the Clinics on the terms and conditions described herein.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I.

NMC’S OBLIGATIONS

1.1 Services. NMC, through Physicians, shall provide Specialty medical care and treatment to Patients at Women’s Health Center located at 600B Main Street, Soledad, CA 93960 from 8:00 AM to 5:00 PM, Monday through Friday, with the exception of certain designated holidays as designated by Contractor (each, a “**Clinic Day**”), in accordance with a schedule mutually agreed to by the Parties, not to exceed forty (40) hours per week. Contractor shall notify NMC at least ninety (90) days in advance of the Clinic’s staffing need for Services. Contractor shall use best efforts to make the Services consistently available to Patients at the Clinic forty (40) hours per week, and Contractor agrees to maintain a forty (40) hours a week schedule for the remainder of the Agreement, or such other period as may be mutually agreed upon by the Parties in writing. NMC shall use its best efforts to notify Contractor at least forty-eight (48) hours in advance of any inability to provide a Physician to perform Services on a Clinic Day.

1.2 Availability. On or before the first (1st) day of each month , NMC shall inform Contractor of Physicians' schedule of availability to perform the Services during the following month.

1.3 Records Available to NMC. Both during and after the term of this Agreement, Contractor shall permit NMC and NMC's agents to inspect and/or duplicate, at NMC's sole cost and expense, any medical chart and record to the extent necessary to meet NMC's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. NMC shall be solely responsible for maintaining patient confidentiality with respect to any information which NMC obtains pursuant to this Section.

1.4 Physicians. NMC shall employ, contract with, or otherwise engage Physicians. NMC has initially engaged those Physicians listed (and identified by NPI number) on Exhibit 1.4 to provide the Services, which Physicians are hereby approved and accepted by Contractor. NMC may from time to time engage one (1) or more additional Physicians (including locum tenens physicians) to provide the Services under this Agreement, subject to Contractor's prior written approval. NMC shall notify Contractor within two (2) business days of learning that a Physician is no longer qualified to provide Services or is no longer engaged by NMC.

1.5 Use of Space. Contractor shall provide Physician(s) with suitable space to perform the Services. Contractor shall remain responsible for the overall operation of the Services and shall maintain such space and facilities in good and sanitary order, condition, and repair.

1.6 Equipment. Contractor shall furnish such equipment and supplies as Contractor deems necessary for Physician(s) to perform the Services. Contractor will be responsible for ensuring that the equipment so used by Physician(s) pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.

1.7 Services and Supplies. Contractor shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including medical records, administrative and engineering services, and expendable supplies as Contractor deems is necessary for the proper operation and conduct of the Services.

ARTICLE II. **COMPENSATION**

2.1 Compensation. Contractor shall pay to NMC an amount equal to One Thousand Eight Hundred Dollars (\$1,800) per eight (8) hours ("Clinic Day"), and Nine Hundred Dollars (\$900) per four (4) hours ("Half Day Clinic"), for those Services provided to Patients by Physicians under this Agreement. Contractor shall pay the compensation due for Services

performed by NMC after NMC's submission of the monthly invoice of preceding month's activity.

2.2 Billing and Collection. Contractor shall have the sole and exclusive right to bill and collect for any and all Services rendered to Patients by NMC or any Physician under this Agreement. Contractor shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such Services.

(a) **Assignment of Claims.** NMC hereby assigns (or reassigns, as the case may be) to Contractor all claims, demands and rights of NMC for any and all Services rendered by NMC or Physicians pursuant to this Agreement. NMC shall, and shall cause Physicians to, take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Contractor of all claims, demands and rights of NMC and Physicians for any and all Services rendered by NMC and Physicians pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** NMC shall, and shall cause Physicians to, cooperate with Contractor in the billing and collection of fees with respect to Services rendered by NMC and Physicians. Without limiting the generality of the foregoing, NMC shall, and shall cause Physicians to, cooperate with Contractor in completing such claim forms with respect to Services rendered by NMC and Physicians pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Contractor as Exclusive Source for Compensation for Services.** NMC shall seek and obtain compensation for the performance of Services only from Contractor, and Physicians shall seek and obtain compensation for the performance of Services only from NMC. Neither NMC nor Physicians shall not, bill, assess or charge any fee, assessment or charge of any type against any Contractor patient or any other person or entity for Services rendered by NMC and Physicians pursuant to this Agreement.

(d) **Joint and Several Liability.** Contractor and NMC acknowledge that they will be jointly and severally liable for any Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the "**Federal Health Care Programs**") overpayments relating to claims with respect to Services furnished by NMC and Physicians pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

ARTICLE III. INSURANCE AND INDEMNITY

3.1 Insurance Coverage Requirements. NMC shall obtain and maintain or cause to be obtained and maintained throughout the term of this Agreement, at no expense to Contractor, (i) professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate to insure it and the Physicians, (ii) general liability insurance in the minimum amount of One Million Dollars

(\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate to insure it and the Physicians and (iii) cyber liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate annually. NMC shall provide Contractor with certificates evidencing all such insurance coverage prior to the commencement of this Agreement. All insurance policies providing such coverage shall provide for at least thirty (30) days' written notice to Contractor of any expiration, cancellation, reduction, or other material change in the amount or scope of such insurance. In the event that NMC obtains "claims made" insurance, it shall, following termination of this Agreement, maintain such insurance coverage or obtain unlimited extended reporting ("tail") coverage covering all activities conducted by it and the Physicians in connection with the Services provided hereunder, as applicable, throughout the term of this Agreement.

3.2 Indemnification.

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless County, NMC, its officers, agents, employees and Physicians, from and against any and all claims, liabilities, 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 Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of NMC. "Contractor's performance" includes Contractor's acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by NMC.** NMC agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of NMC or any of its agents or employees.

3.3 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV. RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor. NMC and each Physician is and shall at all times be an independent contractor with respect to Contractor in the performance of NMC's and Physician's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Contractor and NMC or Contractor and any Physician.

4.2 Limitation on Control Contractor shall neither have nor exercise any control or direction over any Physician's professional medical judgment or the methods by which any Physician performs professional medical services.

4.3 Practice of Medicine. NMC and Contractor acknowledge that Contractor is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Contractor in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Contractor shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 Referrals. NMC and the Physicians shall be entitled to refer patients to any hospital or other health care facility or provider deemed by NMC or the Physicians best qualified to deliver medical services to any particular patient. Nothing in this Agreement or in any other written or oral agreement between Contractor and NMC or the Physicians, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Contractor or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. NMC's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Contractor or any Affiliate by NMC, Physician or any person employed or retained by NMC.

4.5 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "**Action**") arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on May 1, 2021 (the “**Effective Date**”), and shall continue until June 30, 2024 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.

5.2 Termination for Cause. Either Party shall have the right to terminate this Agreement upon breach of this Agreement by the other Party where the breach is not cured within thirty (30) calendar days after one Party gives written notice of the breach to the other Party.

5.3 Termination or Modification in the Event of Government Action.

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notifies the other of such fact.

(c) For the purposes of this Section, “**Government Action**” shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to either Party, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

- (i) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if NMC or any Physician referred patients to Contractor or any Affiliate of Contractor;
- (ii) prohibit Contractor or any Affiliate of Contractor from billing for services provided to patients referred to by NMC or any Physician; or
- (iii) subject Contractor, NMC, any Physician, or any Affiliate of Contractor or NMC, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement.

(d) For the purposes of this Agreement, “**Affiliate**” shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with a Party.

5.4 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.5 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, and (ii) those rights and obligations which expressly survive termination or expiration of this Agreement. This Section 5.5 shall survive the expiration or termination for any reason of this Agreement.

5.6 Return of Property. Upon any termination or expiration of this Agreement, NMC shall immediately return to Contractor all of Contractor's property, including Contractor's equipment, supplies, furniture, furnishings and patient records, which is in NMC's or any Physician's possession or under NMC's or any Physician's control.

ARTICLE VI. GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. Neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. NMC and Physicians acknowledge that each are a separate "Covered Entity" as such term is defined under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d *et seq.*), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "**HIPAA**"). As a Covered Entity separate from Contractor, NMC and Physicians shall implement all necessary policies, procedures, and training to comply with HIPAA and other laws applicable to the creation, receipt, maintenance, transmittal, use, and disclosure of patient-related information.

6.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.5 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a "**Dispute**"), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the

other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in Monterey County and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.
- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering Monterey County (the “**Panel**”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party

shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.
- (viii) Except as set forth in Section 6.5(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Compliance with HIPAA of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept

monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within Monterey County for purposes of enforcing this Section and sections governing Compliance with HIPAA of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.6 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.7 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.8 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.9 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.10 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.11 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) “days” shall be considered “calendar days;” (ii) “months” shall be considered “calendar months;” and (iii) “including” means “including, without limitation” in this Agreement and its exhibits and attachments.

6.12 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.13 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Contractor, addressed to:

Soledad Medical Clinic
600 Main Street
Soledad, CA 93960

If to NMC, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

6.14 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties’ agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party’s own choice or has elected not to be represented by legal counsel in this matter.

6.15 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.16 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.17 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[signature page follows]

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

SOLEDAD COMMUNITY HEALTH CARE DISTRICT, a California nonprofit corporation

By: *Ada Pavan*
Its CEO

Date: 3/19, 2021

NMC

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____, 20__

APPROVED AS TO LEGAL PROVISIONS:

Stacy L. Saetta
Stacy Saetta, Deputy County Counsel

Date: 3/31/2021, 20__

APPROVED AS TO FISCAL PROVISIONS:

gary k giboney
Deputy Auditor/Controller

Date: 3/31/2021, 20__

Exhibit 1.4

PHYSICIANS/PROVIDERS

[List Approved Physicians Below]

Physician	NPI Number