

PROFESSIONAL SERVICES AGREEMENT

This Memorandum of Agreement ("Agreement") entered into by and between Dave Godley, M.D., ("PHYSICIAN"), and COUNTY OF MONTEREY on behalf of its Health Department CCS Medical Therapy Program ("COUNTY"), a political subdivision of the State of California, sets forth the terms and conditions under which PHYSICIAN, will provide pediatric orthopedic services to COUNTY.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF PHYSICIAN AND COUNTY

- 1.1 Professional Services and Coverage. During the term of this Agreement, PHYSICIAN, licensed to practice medicine in the State of California, California Children's Services (CCS) paneled, and experienced in Pediatric Orthopedics, will provide services described herein. PHYSICIAN, and COUNTY mutually agree that contract services shall render the aforesaid services.
- 1.2 Scope of Services. PHYSICIAN agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.
- 1.3 Policies and Procedure. PHYSICIAN shall comply with all COUNTY policies and procedures.
- 1.4 Overall Responsibility for COUNTY. COUNTY shall remain responsible for the overall operation of the COUNTY and shall maintain such space and facilities in good and sanitary order, condition, and repair. COUNTY shall provide the space, equipment, services, supplies, and personnel required for the Services provided under this Agreement in accordance with sound medical and legal practices and any applicable federal and state laws and regulations.

2. PAYMENT PROVISIONS

- 2.1 There is no exchange of funds between parties associated with this AGREEMENT.

3. TERM AND TERMINATION

- 3.1 Term. This Agreement's term shall be **retroactive** to March 01, 2018, to June 30, 2028.
- 3.2 Termination without cause. Either party may terminate this Agreement without cause upon at least sixty (60) days prior written notice to the other party.

- 3.3. Termination with Cause. Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.
- 3.4. Immediate Termination. Notwithstanding any other provision herein, either party upon notification may terminate the services if: (a) PHYSICIAN, has respective license to practice medicine in the State of California suspended or revoked. Notwithstanding any other provision herein, either party upon notification may terminate this Agreement immediately if PHYSICIAN, or COUNTY fails to maintain its accreditation or meet the requirements of the Medicare and Medical conditions of participation.
- 3.5 Compliance. The Compliance Officer of either party, on advice of legal counsel, may terminate the Agreement at any time upon notice to the other party based upon a determination, in the Compliance Officer's reasonable discretion, that this Agreement presents a compliance risk for that party. If party's Compliance Officer determines the compliance risk does not require immediate termination, both parties may mutually agree to cure the risk by amending the Agreement and changing related policies and procedures, if in each Compliance Officer's reasonable discretion, the compliance risk can be eliminated within an appropriate period of time.

4. INDEMNIFICATION AND INSURANCE

- 4.1 Indemnification by COUNTY.
COUNTY shall defend, indemnify and hold PHYSICIAN, its officers, employees, and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.
- 4.2 Indemnification by PHYSICIAN
PHYSICIAN, shall defend, indemnify, and hold the COUNTY, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PHYSICIAN, its officers, employees, or agents.

4.3 Insurance. The COUNTY shall carry the levels indicated in Exhibit B, below.

5. COMPLIANCE WITH LAWS

The parties shall comply with all applicable state and federal laws and regulations and with the requirements of Medicare, Medi-Cal and CCS.

6. GENERAL

6.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California.

6.2 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

6.3 Assignment. Neither party may assign, delegate or transfer in any manner the obligations and rights set forth in this Agreement.

6.4 Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

6.5 Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

6.6 Notice. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

DAVE GODLEY, M.D.:

Dave Godley, M.D.

513 Poppy Hill

Watsonville, CA 95076

Health Department:

Christine Betts or Supervising Therapist

County of Monterey Health Department

CCS Medical Therapy Program

1270 Natividad Road

Salinas, CA 93906

- 6.7 Use of Name. The parties agree that any use of the PHYSICIAN, name or other similar references to PHYSICIAN, shall be subject to the prior written approval of PHYSICIAN, in accordance with the provisions of applicable law.
- 6.8 Cooperation in Disposition of Claims. COUNTY and PHYSICIAN, agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any Services provided under this Agreement. To the extent allowed by law, COUNTY and PHYSICIAN, shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to Services provided pursuant to this Agreement. Provided, however, that nothing shall require either COUNTY or PHYSICIAN, to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. The failure to provide notice shall not be deemed a breach of the Agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

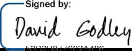
It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from Services performed under this Agreement and making witnesses available; only so long as any personnel assistance by PHYSICIAN, does not materially interfere with any PHYSICIAN's performance of his/her/their employment responsibilities.

- 6.9 Patient Records. Any and all of COUNTY's medical records and charts created at COUNTY's locations as a result of performance under this Agreement shall be and shall remain the property of COUNTY. Both during and after the term of this Agreement, PHYSICIAN, shall be permitted to inspect and/or duplicate, at PHYSICIAN's expense, any individual charts or records, *subject to any requisite patient authorization and consent, as required by law*, which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; (3) for educational or research purposes; and/or (4) necessary for PHYSICIAN, to ensure compliance with all regulatory requirements. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient privacy and confidentiality in accordance with applicable federal, state and local laws.

- 6.10 Change in Law. In the event that a change in state or federal law, statute, regulation, or enforcement or same materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.
- 6.11 Third Parties. This Agreement is not intended and shall not be construed to create any rights for any third party.
- 6.12 Exhibits. All Exhibits referred to herein are hereby incorporated herein. In the event that any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.
- 6.13 Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 6.14 Ability to Enter Agreement. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.
- 6.15 Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth in Article 4 above.

PHYSICIAN

By: 
Name: David Godley
Date: 12/18/2024 | 9:37 AM PST

Read and acknowledged by:

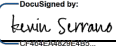
By: _____
Title: _____
Date: _____

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing
Date: _____

By: _____
Elsa Mendoza Jimenez, Director of Health Services
Date: _____

Approved as to Legal Form:

By: 
Deputy County Counsel
Date: 12/23/2024 | 7:55 AM PST

Approved as to Liability Provisions:

By: _____
Risk Management
Date: _____

Approved as to Fiscal Provisions:

By: 
Auditor/Controller
Date: 12/23/2024 | 8:55 AM PST

EXHIBIT A

Scope of Services

A. County of Monterey Health Department operates the Medical Therapy Conference and serves as the focal point for the coordination of all California Children's Services (CCS) physical and occupational therapy and medically related services for physically handicapped children eligible for CCS located in Monterey County, California.

B. The Medical Therapy Conference (MTC) physician is the team leader and makes the final determination of the child's MTC plan of care. The physician shall work with the family and other team members to develop a coordinated treatment plan based on the child's comprehensive medical information and current physical and functional status consistent with CCS guidelines.

C. The physician provides dispute resolution and oversight for the prescriptions from private physicians. The physician's goal is to assure that the Medical Therapy Plan provides the child with appropriate medical intervention to allow the child the opportunity to reach maximum physical function. MTC physician services will be provided in Monterey County.

D. COUNTY desires to retain a person or firm to provide the following service: Pediatric physician services as set forth in this Agreement. In doing so, PHYSICIAN, shall support the CCS MTC purpose of providing qualified and competent physician to render the aforesaid services.

EXHIBIT B

COUNTY INSURANCE

COUNTY, at its sole cost and expense, shall insure its activities in connection with this Agreement, and obtain, keep in force and maintain insurance as follows:

1.

Professional Liability Insurance Benefit. In addition to the general liability coverage that Monterey County carries on each and every *Physician*, the *County* shall, at its own cost and expense, obtain and maintain in force during the term hereof a professional liability insurance policy or policies, in amounts to be determined by *County* covering only those medical services and administrative services rendered by the *Physician* within the course and scope of his/her/their *services* hereunder. Such insurance coverage shall include any self-insured by *County*. *County* may change deductibles, modify any self-insured retention, and/or adopt any other insurance arrangement as *County* deems appropriate within its sole discretion, so long as *County* maintains the minimum liability insurance coverage for the medical and administrative services rendered by the *Physician* that is required by the Hospital Medical Staff Bylaws, as currently amended.

1. The County maintains “claims made” professional liability insurance coverage. As a condition of *services*, *Physician* shall be required from time to time to complete all insurance forms and supply other information deemed necessary or appropriate by *County* or by any insurer who provides or may provide coverage to *County*.

2. **“Continuous Coverage.”** Because *County* has procured professional liability insurance covering *Physician* on a "claims made" basis, *County* shall hereafter at its sole cost and expense obtain and maintain "Continuous Coverage" that provides professional liability coverage to the *Physician* after this agreement expires or terminates for occurrences during *services*. The Continuous Coverage shall be in such amounts as *County* deems appropriate for medical services and administrative services rendered by the *Physician* within the course and scope of his/her/their *services* hereunder. If the current underlying insurance agreement between *County* and its insurance carrier expires or terminates, the Continuous Coverage will expire or terminate, and Extended Reporting Period coverage or Prior Acts coverage shall be obtained and maintained at *County*’s sole cost and expense.

3. **Investigation of Professional Liability Claims.** To the extent that (1) a professional liability insurance policy or policies is/are provided pursuant to this Paragraph V.B.3, and/or (2) the *Physician* was acting within the course and scope of his/her/their duties under this Agreement at the time of the alleged act or omission, the insurer and/or *County* shall have the complete authority to process and administer any investigation and/or defense of any claims brought either (1) under the professional liability insurance policy, or any claim within the retained limits of such policy, or (2) based on the *County-Physician* relationship, on behalf of or for the benefit of *Physician*. Such authority shall include, without limiting the

foregoing, authority to appoint an agent to process and administer the investigation and/or defense of (i) all claims within the limits of such professional liability policy, and (ii) all claims within the retained limits of such professional liability policy. The applicable provisions of the Governmental Tort Claims Act, Government Code §810, *et seq.*, shall govern the *County's* duty to defend and indemnify the *Physician*. *Physician* shall have a duty to cooperate fully with *County* and/or the insurer in any and all such matters, without additional compensation, in the prosecution and/or defense of any threatened or initiated legal proceeding, claim, investigation, or hearing of any nature whatsoever with respect to which the *County's* and/or *Physician's* liability is at issue or the *County* is/may be entitled to indemnification hereunder. Such duty shall survive the termination of this Agreement for any incident(s) occurring, either all or in part, within the term of this Agreement.

COUNTY, upon execution of this Agreement, shall furnish PHYSICIAN, with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to PHYSICIAN, of any modification, change or cancellation of any of the above insurance coverages.