M Natividad MEDICAL CENTER

COUNTY OF MONTEREY AGREEMENT FOR SERVICES (MORE THAN \$200,000)

This Agreement for Services (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center ("COUNTY"), a general acute care teaching hospital wholly owned and operated by the County, and Coker Group Holdings, LLC dba Coker (hereinafter "CONTRACTOR", collectively COUNTY and CONTRACTOR are referred to as the "Parties").

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

١.	GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED. COUNTY 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:
	Consulting Services to Provide Hospital Operational & Resource Effciency

- 2. **PAYMENTS BY COUNTY.** COUNTY 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 COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$300,000
- 3. TERM OF AGREEMENT.
 - 3.1. The term of this Agreement is from December 1, 2025 through November 30, 2026 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and COUNTY and with COUNTY signing last and CONTRACTOR may not commence work before COUNTY signs this Agreement.
 - 3.2. COUNTY 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:

Addendum No. 1

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: BAA

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 COUNTY, or immediate family of an employee of COUNTY.
- 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 COUNTY 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. COUNTY 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 (COUNTY) 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. COUNTY shall certify the invoice, either in the requested amount or in such other amount as COUNTY 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.

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7.1. During the term of this Agreement, COUNTY 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

12/1/25

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. COUNTY 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 COUNTY terminates this Agreement for good cause, COUNTY may be relieved of the payment of any consideration to Contractor, and COUNTY may proceed with the work in any manner, which COUNTY deems proper. The cost to COUNTY shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.3 COUNTY'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 COUNTY's purchase of the indicated quantity of services, then COUNTY 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 Natividad's Contracts Department, unless otherwise directed. The CONTRACTOR shall <u>not</u> receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.2 <u>Qualifying Insurers</u>: 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 Natividad's Contracts Department Manager.

9.3 <u>Insurance Coverage Requirements:</u> 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.

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to COUNTY 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 COUNTY 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 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 COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by 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 COUNTY, CONTRACTOR shall file certificates of insurance with Natividad's Contracts 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 COUNTY, annual certificates to Natividad's Contracts Department. If the certificate is not received by the expiration date, COUNTY 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 COUNTY, 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 COUNTY or prepared in connection with the performance of this Agreement, unless COUNTY specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY 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 <u>COUNTY Records</u>. When this Agreement expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from COUNTY to perform services under this Agreement.
- 10.3 <u>Maintenance of Records</u>. 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. COUNTY 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 or \$10,000, the parties to this Agreement may be subject, at the request of COUNTY or as part of any audit of COUNTY, 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 <u>Royalties and Inventions</u>. COUNTY shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all 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 COUNTY.
- 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 COUNTY pursuant to a contract with the state or federal government in which COUNTY 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, COUNTY 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 COUNTY. No offer or obligation of permanent

employment with COUNTY 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 COUNTY 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 COUNTY and the County of Monterey harmless from any and all liability, which COUNTY 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 COUNTY and CONTRACTOR's contract administrators at the addresses listed below

NATIVIDAD MEDICAL CENTER:

Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906

FAX: 831-757-2592

CONTRACTOR:

Name: Coker Group Holdings, LLC dba Coker

Attn: Josh Nazarian

Address: 2400 Lakeview Parkway, Suite 400

City, State, Zip: Alpharetta, GA 30009

FAX: (800) 345-5829

Email: jnazarian@acuvance.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 COUNTY and the CONTRACTOR.
- 15.3 Waiver: Any waiver of any terms and conditions of this Agreement must be in writing and signed by COUNTY 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 <u>Contractor</u>: 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 <u>Disputes</u>: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 <u>Assignment and Subcontracting</u>: CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of COUNTY. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 <u>Successors and Assigns</u>: This Agreement and the rights, privileges, duties, and obligations of COUNTY 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 <u>Compliance with Applicable Law</u>: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 <u>Headings</u>: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence</u>: 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 COUNTY and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: COUNTY 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 <u>Counterparts</u>: 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 <u>Integration</u>: This Agreement, including the exhibits, represents the entire Agreement between COUNTY 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 COUNTY and CONTRACTOR as of the effective date of this Agreement, which is the date that COUNTY signs the Agreement.
- 15.16 <u>Interpretation of Conflicting Provisions</u>: 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.

COUNTY OF MONTEREY, FOR THE PROVISION OF SERVICES FOR NATIVIDAD MEDICAL CENTER

By: Charles R. Harris, CEO Natividad				
Date: 11/26/2025				
APPROVED AS TO LEGAL PROVISIONS				
By: Stay Satta Monterey County Deputy County Counsel				
12/1/2025 8:54 AM PST				
APPROVED AS TO FISCAL PROVISIONS				
Docusigned by: Patricia Ruiy ETOFERALESTASAFE				
Monterey County Deputy Auditor/Controller				
Date:				

Coker Group Holdings, LLC dba Coker

Contractor's Business Name*** (see instructions)

Josh Nazarian Digitally signed by Josh Nazarian Date: 2025,11,28 11:16:59 -05'00'

Signature of Chair, President, or Vice-President

Josh Nazarian, CEO

Name and Title

Date: 11/26/2025

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Alex Graves, CFO

Name and Title

11/28/2025

***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 and individual capacity. the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

CONTRACTOR

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COKER GROUP HOLDINGS, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND

THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR PERFORMANCE IMPROVEMENT SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Coker Group Holdings, LLC, a Georgia limited liability company (hereinafter "CONTRACTOR") and the County of Monterey, on behalf of Natividad Medical Center (hereinafter "NMC"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. <u>Section 7.1. TERMINATION</u>. <u>Section 7.1 is hereby deleted in its entirety and replaced with the following</u>:

During the term of this Agreement, COUNTY 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, COUNTY shall be responsible for paying CONTRACTOR all undisputed fees and other sums due under this Agreement for work provided through the effective date of termination, but no further. During the term of this Agreement, CONTRACTOR may terminate the Agreement: (1) if COUNTY breaches and terms or conditions of this Agreement, including, without limitation, payment obligations as set forth herein, provided, however, that CONTRACTOR shall provide COUNTY with written notice of any breach hereunder and an opportunity to cure such breach for a period of thirty (30) days after receipt of written notice thereof, if COUNTY fails to cure such breach within the aforementioned 30-day period, CONTRACTOR shall have the right to immediately terminate this Agreement: and (2) for any reason by giving written notice of termination to the COUNTY at least thirty (30) days prior to the effective date of termination.

Docusign Envelope ID: B45232FD-C50A-40DF-8193-E25D66F98397

Signature page to follow.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No.1 the day and year set forth herein.

Natividad Medical Center	Coker Group Holdings, LLC
Charles R. Harris, Interim CEO Date Approved as to Legal Provisions:	Signature of Chair, President or Vice-President ash Nazari-n CED Printed Name and Title 1 2 3 2 2 2 3 Date
Signed by: Stay Satta Monterey County Deputy County Counsel 12/1/2025 8:54 AM PST	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer
Date	Printed Name and Title
Approved as to Fiscal provisions: DocuSigned by: Patricia Ruiy E70EF64E57454F0	Date
Monterey County Chief-Deputy Auditor-Controller 12/2/2025 7:46 AM PST	Signature Instructions For 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).
Date	

Exhibit A: Scope of Services and Payment Provisions

Engagement Scope, Approach, and Timeline

This Scope of Services and Payment Provisions ("Scope of Services") sets forth the work (the "Project") to be completed by Coker Group Holdings, LLC, d.b.a. Coker ("Coker") for the County of Monterey, on behalf of Natividad Medical Center ("Natividad" and/or the "Client") and the overall processes and deliverables related thereto. To build a more efficient, data-driven, and performance-oriented operating model, Coker shall provide Natividad a comprehensive assessment in five(5) identified areas, including supply chain and purchased services, revenue cycle, information technology ("IT"), ambulatory and physician enterprise operations, and pharmacy. This engagement will require a strategic lens that balances operational efficiency with the preservation of high-quality patient care, while identifying actionable solutions to strengthen Natividad's financial foundation in preparation for their next chapter of growth and service to its communities.

Coker's assessment will be grounded in a combination of both quantitative analysis and qualitative information related to Natividad's operations, infrastructure, and financial performance. We employ a data-driven approach that utilizes benchmarks, key performance indicators ("KPIs"), and industry-leading practices. We will also conduct interviews with key stakeholders and complete onsite observations, as applicable.

Together with Natividad leadership, we will follow a structured approach that emphasizes Phase 1: Assessment activities while actively preparing for Phase 2: Implementation. While Phase 1 is diagnostic in scope, it is strategically designed to prepare Natividad for rapid execution. Our team will develop actionable recommendations, financial impact analyses, and an implementation roadmap, creating a strong foundation for Phase 2: Implementation, where identified savings and efficiencies can be fully realized.

Coker will provide Natividad with a detailed data request aligned to the five (5) prioritized focus areas. We will collaborate closely with Natividad leadership to determine the most efficient and secure method for data collection and transfer, ensuring a comprehensive understanding of Natividad's operational and financial performance. Upon receipt, Coker will review the data for completeness, conduct detailed analyses, and validate preliminary findings through targeted discussions with Natividad subject matter experts ("SMEs"). Additionally, our team will conduct onsite and/or virtual interviews with key stakeholders, as needed, in coordination with Natividad leadership.

At the conclusion of our assessment, Coker will synthesize our data analysis, operational findings, and stakeholder input into a comprehensive Findings and Recommendation Report ("Report"). The Report will outline specific, prioritized initiatives based on financial impact, operational improvement potential, and strategic alignment. Our approach emphasizes speed-to-value, where we rapidly identify and validate, through partnership with Natividad leadership, the highest-impact opportunities within each priority area to accelerate measurable results. Through agreed upon business cases, timeliness and resource requirements, the focus will be on delivering actionable insights that enable Natividad to transition seamlessly from assessment to implementation, achieving early financial and operational gains while establishing a sustainable performance model that delivers ongoing value.

Assessment and Implementation Phased Approach

Our structured approach accelerates speed-to-value by moving efficiently from opportunity identification to execution, translating assessment insights into tangible and sustainable performance improvements.

PROJECT PHASES

Phase 1: Assessment

PHASE GOALS

Leverage quantitative and qualitative analysis to create a prioritized list of financial and operational initiatives, addressing leadership objectives

ACTIVITIES & WORK PRODUCT

- Collect data and conduct baseline performance data analysis
- Interview key stakeholders and conduct onsite observations, as needed
- · Benchmark against peers and best practices
- Identify quick wins and longer-term opportunities for improvement
- Prioritize and validate recommendations with leadership
- Present final report to key stakeholders

Within this approach we will assess both revenue enhancements and cost reduction opportunities across the five (5) identified areas: Supply Chain and Purchased Services, Revenue Cycle, Information Technology ("IT"), Ambulatory and Physician Enterprise Operations, and Pharmacy Services. These focus areas are outlined in detail below.

in Phase I

Revenue Cycle Advisory Scope of Services

The key focus areas to deliver financial imperative and enable clinically integrated revenue cycle strategy can be found below.

Front End		Middle		Back End			
Pre-Cla	aim, Pre-Reg and Reg	istration	Revenue Integrity	Claim Submissio	n & Accounts Receiva	bles Management	
Provider Credentialing	Scheduling & Pre-Reg	Clean & Accurate Registration	Charge Capture	EDI/ERA Management	Follow Up & Workflows	Inbound & Outbound Calls	KPI Dashboai
Financial Counseling	Authorization	Insurance Verification	Coding	Claim Edits	Denïals Management	Credit Balances	Productivity (QA
Appointment Reminders	Price Estimation	POS Collections	Case Management	Claim Submission	Payment Variance	Small Balances	Training
			DNFB / CFB	Payments & Lockbox	Patient Payment Strategy	Collection Agency	Vendor Managemen

Legacy Revenue Cycle System & Bolt-On Technologies

Our approach to Revenue Cycle is holistic, encompassing front-, middle- and back-end processes and the supporting infrastructure. We evaluate technologies, configurations, and resource management practices, including KPIs, staff training, productivity, quality assurance, and vendor management. Using performance and cost metrics, we benchmark current performance to identify opportunities to increase net revenue, improve collections, and reduce costs. Our methodology integrates quantitative analysis, qualitative insights, and industry expertise to deliver an actionable assessment, as illustrated below.

Key Activities **Natividad Deliverables** Project Initiation Petalled data request package receive and validate data request Landared data invervorvix in data quality issue og niciate interview requests and interview dates for revenue cycle kell § gkeholder angagement blan with interview sunedule stakeno ders Toservation and walk-mough plan liber thing representative Attess areas Inhequile revenue dince observations and wark throughs of facilities Interviews across the Revenue Cycle with key findings summary Operational Review Representative Access areas (Scheduling Pre-Registration and Registration) Conduct interviews and with leadership management, and frontline staff · HIM! (Documentation and Charge Capture, Coding, and Record Operations) across scheduling registration coding billing denials and AR - Business Office (Billing Posting AR Follow-Up Denials Patient Pay Customer Service) Revenue Cycle Management (KPIs Training and QA Vendor Mgt and Managed Care) - Observe daily activities of staff at representative sites to validate interview insights, assess workflows, and identify inefficiencies not evident in data Current-state workflow documentation including intersections with Outsourced Vandors Matrices of operational standardizations and inconsistencies alone · Workflow bottleneck and inconsistency inventory Observe daily activities and workflows in the pusiness office to evaluate System limitations (core EMR and "Boll-Ons") and enhancement opportunities EHR work queues, role execution, and optimization opportunities Preliminary list of issues and improvement opportunities Revenue tivo e analytics dashboard, RE i-driven. Starting assessment and intrinsation encommendations including penaltication of Triganizational argument Operating Margin Opportunity Identification Review imancial scerational and sendomance data including xeviewees excellence such APIs baser mix. AIR aging idental sends cash will ections • Benzint ink dat affañ sis Toporthiols, based in variation to centromarks. Using enganced Net Revenue and reduced incense scheduling at limes, and patient throughout Conduct incaper tookding accuracy and documentation dual of consuler indiahent coding and documental on apportunity lepon, dentitying notificevel incomplete ductine hallon evenge and firms lance improvement opportunities Timpare Natividad siperformance with peer henchmarks and indirect. and thicked appear in field Enancial apportunity compend units this suantified improvement and inclementation cost indext. easing practices in identity more rement occordinates. Tut he of molementation rasks and timeline including this factors and suggested prior treation. Reporting and Phase 2 Readiness · Full Revenue Ovcie Assessment repor Develop and submit a comprehensive final report of observations, findings · Recommendations and improvement roadmap and recommendations Margin improvement opportunity summaix Present a pain to Phase 2 Implementation utilizing the information gained. Phase 2 implementation pathway

Supply Chain and Purchased Services Advisory Scope of Services

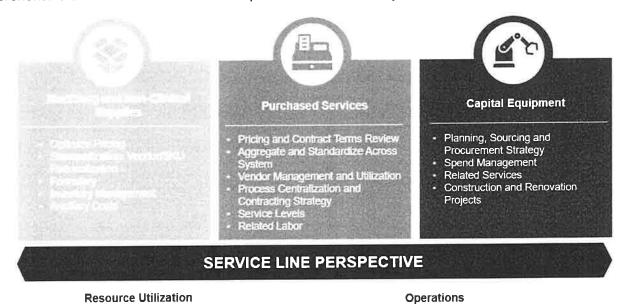
Our understanding is Natividad is seeking to assess its Supply Chain capabilities across the organization and identify near-term opportunities to improve margins within non-labor categories, including medical/surgical and non-clinical supplies, purchased services, and capital equipment.

Our approach will involve close collaboration with Natividad to evaluate performance in the key areas that drive supply chain excellence, while simultaneously conducting a detailed analysis of your data and contracts to uncover specific margin improvement opportunities.

Effectively managing supplies and purchased services within a health system requires true community effort. The numerous stakeholders and decision-makers involved in sourcing, contracting, and utilization create a complex environment, one where valuable resources can easily be misused or wasted without clear alignment and oversight. At Coker, we take a holistic view of the entire Supply Chain ecosystem to identify opportunities for greater efficiency, transparency, and value.



Our Supply Chain and Purchased Services approach is both data-driven and strategic, designed to deliver a comprehensive assessment of current-state performance across key cost drivers and operational processes.



Resource Utilization

- Appropriate Utilization (Resource/Quantity)
- Resource Unjustified Variation.
- Waste Elimination
- Clinical Preferences
- Procedural Testina
- Order Sets

- Overall Strategy and Operations
- Infrastructure and Resources
- Procure-to-Pay
- Strategic Sourcing (Compliance, Coverage, etc.)
- · Decision-Making and Value Analysis Process
- · Analytics and Intelligence
- · Logistics
- · Other Service

The following outlines the core activities and deliverables included in this phase of work.

Key Activities

Natividad Deliverables

Project Initiation

- · Initiate interview requests and dates for supply chain key
- Finalize supply chain walk throughs of facilities (if preferred)

Operational Review

- Conduct walk throughs of facilities (e.g. Storerooms, Warehouse Surgical Services Central Sterile Cath Lab ICU. Med Surg unit)
- · Conduct interviews with key stakeholders (e.g. Surgical Services, Cath Lab EP IR Lab Food BioMed EVS Facilities Supply Chain, etc.)
- Review select Supply Chain policies and procedures
- Review Vendor Management Policies
- Review product management and standardization processes (e.g., Value Analysis clinical variation management)

Operating Margin Opportunity Identification

- · Analyze AP PO and General Ledger Spend
- · Analyze financial statements
- Review selected Physician Preference Agreements with associated repates and discount collections.
- Review selected purchased services agreements

Reporting and Phase 2 Readiness

- Develop and submit a comprehensive final report of
- Present a path to Phase 2 Implementation utilizing the

- · Data request and acquisition
- · interview list and meetings scheduled - .../aik throughs scheduled
- Review of Natividad's Vendor Management policies, contract signature policies, contract management policies. new product/technology introduction policies and process, conflict of interest policies and reporting, and other
- related policies and procedures governing products, services and contracts Tour and review supply management practices in Central Sterile Procedure Areas like Cathilability OR Cores
- and in primary storerooms and selected nursing areas (ICU Med/Surd and ED)
- Review minutes and processes for approving and managing new and existing products and services within Natividad
- Review the integration Natividad has between Supply Chain and clinical variation with their clinical staff and physicians
- Provide findings and recommendations to Natividad executives as well as a report against Coker's Supply Chain Maturity Model
- Perform spend analytics on Natividad's AP IPO data and confirm against Natividad's BL data to identify spend by category and to identify potential supply management opportunities
 - : Supplier Fragmentation Analysis
 - : Spend on PC against fotal A- spend
 - Amount of ispecials iscend
- Year-over-Year Financial Trend analysis utniting uperating stats and income statement data, which provides overall benchmarking against pneself and like-sized been
- Review selected PPI and Purchased Services contracts based on Natividad's Science Amailties review to confirm opportunity potential
- Perform benchmarking on selected categories where there is opportunity potential identified and business. tases will be developed for these areas

- observations, findings and recommendations
- information gained in Phase 1
- · Final report with findings and recommendations for Natividad
- · Potential areas of margin improvement opportunities identified for Natividad

We prioritize opportunities based on impact, feasibility, and speed-to-value, setting the stage for sustainable cost reduction and performance improvement.

Healthcare Information Technology Advisory Scope of Services

From our discussions, we understand that Natividad is evaluating a potential transition to a new enterprise Electronic Health Record ("EHR") and Revenue Cycle platform. In anticipation of this potential move, we propose a tailored review of your Information Technology ("IT") environment, as a material portion of IT spend will remain even as the organization transitions from Meditech to a new EHR. Additionally, an EHR's full functionality depends on a broad ecosystem of third-party applications, such as document imaging, Picture Archiving and Communication System ("PACS"), medical device integration, claims and eligibility management, and various ancillary clinical systems (e.g., blood bank).

The objective of this investment analysis is to identify potential cost savings opportunities and areas for optimization in preparation for a future EHR environment. Our work will build upon any analyses already completed related to EHR planning and will begin with an application rationalization assessment aligned to the desired EHR's future-state architecture.

Our team brings deep experience with a multitude of EHR environments (e.g., Meditech, Epic, Oracle), including implementation, integration, and ongoing optimization. Through this engagement, we will take a holistic view of your current IT function to identify near-term efficiencies and strategic opportunities to reduce the overall investment required for a new EHR implementation and long-term sustainment.

Key Activities

Project Initiation

- · Submit receive and validate data request to include a prior total cost of ownership analysis and new EHR planning deliverables, application and technology inventory budget, and vendor spend data
- Schedule information technology leadership and key stakeholder interviews

Discovery

- · Conduct interviews
- · Review current application and technology environments
- · Conduct a current spend analysis and a projected EHR spend analysis

Project Future State Opportunities for Cost Savings

Conduct functional area-by-area review with IS-IT leadership jeither review past analysis in light of contemporary opportunities, or conduct review with management where there are opportunities to create economies in a new EHR direction).

Reporting and Phase 2 Readiness

- Develop and submit a comprehensive final report of observations, findings and recommendations
- · Develop a plan for achieving current state savings
- Document strategic recommendations for future state cost savings

Natividad Deliverables

- · Data request and acquisition
- · Interview list and meetings scheduled
- · Current state review and observations related to near-term areas of opportunity to create efficiencies
- Identify near-term non-labor spend opportunities (e.g., contracting consolidations, sourcing opportunities)
- Report of future state cost savings opportunities based on our experience with a multitude of EHRs and EHR-related third-party requirements
- identified areas which could "bend the cost curve down" should Natividad take proactive steps
- · Final report with specific action plans for Natividad to achieve near term operating and capital spend reductions and longer-term cost savings with a new EHR program

Pharmacy Advisory Scope of Services

The Pharmacy Advisory team is structured to identify opportunities by analyzing complex data sets to enhance the pharmacy practice through a reduction in drug costs and optimization of therapeutic alternatives to deliver advance integrated patient care.

Pharmacy Services support our clients to drive performance and to demonstrate the value of Pharmacy within the health system through

Formulary Optimization

- Cost-Effective Formulary

- Standardization
- · Pharmacist Intervention Dashpoards/Trends
- Decentralized Clinical
- Patient Drug Utilization Benchmarking
- Internal by Provider
- External by Peers
- Purchasing
- Price Verification Failure to Supply
- Contract Management
- Rebates
- Purchasing
- · Inventory Management

Outpatient Pharmacy Services

- Market & Demand
 - Retail Proforma Creation

 - Own-Use Review Central vs Decentral Fill
 - Mail Order
 - Meds-to-Beds
 - Transitions-of-Care
 - Retail Specially Mail Order and Telehealth Pharmacy

Operations &

- · Workflow Assessment & Labor
- Capital Equipment & IT
- · Waste Control
- · Diversion Prevention
- Medication Safety
- Central Distribution
- Revenue Cycle - Sterile and Non-Sterile
- · Hazardous Drug Compounding

340B Optimization

- Policies & Procedures
- · Charge Capture
- WAC Reduction
- Contract Pharmacy
- Child Site
- Assessment
- HRSA Audit Risk

Ambulatory Care

- · Revenue Cycle
- · Prior Authorization Denials
- · Site of Care Strategy
- · Patient Assistance
- Programs
- · Long Term Care Facilities Payer & PBM Strategy
- · Infusion Centers
- Home Health

Business Model



- We operate as a **long-term partner**, coordinating our advisory work with your internal teams and trusted partners
- Wide spectrum of deal options as per customer need with ROI from 4x –5x (depends on scope tools and risk)

Talent

Top tier advisory talent

Purpose built practice – we have created a functional structure to organize around our customer's most challenging problems

Having assisted other health systems with similar work. Coker has outstanding qualifications and hands-on experience in pharmacy to perform a comprehensive assessment of enterprise pharmacy practices related to clinical services, acute care operations, ambulatory services, pharmacy practice and purchasing to develop a strategic plan.

Coker is well-positioned as a partner with Natividad throughout this journey such that we deploy the right SMEs to collaborate with your leaders and key stakeholders.

The following aspects will be included in the assessment scope:

Key Activities

Project Initiation

- · Submit receive and validate data request
- Initiate interview requests and interview dates for pharmacy key stakeholders
- · Schedule observations and walk throughs of pharmacy spaces

Clinical Services

- · Assess Natividad's current approach to medication formulary management
- Review the clinical programs, medication interchanges, order sets and KPIs currently in place

Acute Care Operations

- Review of pharmacy inventory practices and management
- Evaluation of medication revenue cycle to assess medication charging idrug replacement programs and patient medication assistance
- Assess pharmack contracts, purchasing activities including direct purchases

340B Program Reestablishment

- Validate eligibility to participate in the 340B program as reported in the Medicare Cost Report
- Review documentation of ownership status government certification, authorizing official, contact, and reimbursable cost centers for registration as child sites
- Assess physician eligibility throughout facility and outpatient sites to gage the potential impact on the 340B program
- Evaluate operational readiness including but not limited to pharmacy. IT, and supporting departments

Reporting and Phase 2 Readiness

- Develop and submit a comprehensive final report of observations, findings and recommendations.
- Present a path to Phase 2 implementation utilizing the information gained in Phase

Natividad Deliverables

- Data request and acquisition
 ■
- interview list and meetings scheduled
- * Walk throughs scheduled as needed
- · Formulary recommendations (adds, removes, modifications)
- Executive summary of the clinical programs and recommended enhancements
- Executive summary of inventor, management, medication charging drug replacement and catient medication assistance improvements ennancements
- Outline of pharmacy contract and purchasing activities to drive savings

Summary of recommendations and steps for the reestablishment of a 340B program

- · Readiness gap assessment summary
- Implementation roadmap highlighting key milestones and activities to successfully reestablish the program
- Einal lepon with current state assessment findings, and recommendations for all areas.
- Summan, report of margin, incrovement appointunities with initiative prioritization.

Ambulatory and Physician Enterprise Advisory Scope of Services

The key area of focus is to optimize the physician enterprise value across all areas of operational and financial performance including patient access, productivity, governance, and network strategy.



Patient Access & Retention

- Patient Engagement Center (Contact Center)
- Provider capacity and utilization
- Template optimization
- Scheduling processes
- Pre-registration and financial clearance
- Registration
- Patient retention
- Omnichannel communication



Performance Improvement

- Provider productivity
- Clinician standards & clinical reconciliation
- Physician and APP standards
- Coding alignment
- Operating expense optimization
- · Ambulatory workflows
- · Workforce management
- Professional revenue strategy



Org. Design & Governance

- · Operating model design
- · Organizational structure
- Administrative leadership and culture
- Clinical leadership structure & responsibilities
- · Care delivery models
- · Patient experience
- Leadership development



Network Integrity & Alignment

- Provider union operational requirements and dynamics
- Provider network development & affiliations
- Ambulatory footprint
- Site of service optimization
- CIN strategy & operations
- Co-management Agreements
- Care coordination

Our Ambulatory Services experts will evaluate Natividad's ambulatory operations to identify specific areas of opportunity that will enhance the return on investment ("ROI") of the employed physician enterprise and provide a foundation for developing a highly efficient, truly integrated care delivery network. Our analysis will be used to quantify and prioritize areas of financial, strategic, and operational opportunity that will enable us to target realistic improvement initiatives and to develop a go-forward action plan for strengthened alignment, efficiency, and value creation. The engagement will specifically evaluate the following areas:

Natividad Deliverables Key Activities Project Initiation · Data request and acquisition Submit receive and validate data request · Interview ist and meetings scheduled Initiale interview requests and interview dates for physician enterprise key stakeholders · On site review scheduled Schedule observations and on-site review of ambulatory facilities Operational Review Assess Natividad's current approach to new practice onboarding and integration identifying Summary of operational findings and recommendations for all areas reviewed possible opportunities for optimization · Detailed data analysis will include an evaluation of physician and APP productivity, ambulatory Outline of key issues and opportunities for improvement (from interviews) High-level review of operational workflows and bottlenecks/issues workflows assessment, staffing benchmarking (front office, clinical, administrative, business office, etc.). E/M coding distribution, and investment per provider/operating expense review Inventory of observed system limitations constraints Review organizational structure provider engagement and administrative roles and mechanisms for accountability considering provider union dynamics Operating Margin Opportunity Identification Analyses and penchmarking of KPIs in each reviewed area. Summar zing findings across all deas of performance improvement integration, and * Estimate of financial improvement opportunity for each area and overall trhanizational design with breakdowns across specially and specially type Identification and prolitization of specific implementation factors and Comparative benchmarking for provider productivity. Linic staffing, and provider coding Actionable strategies for increased efficiencies and ordivider performance improvement, with

Reporting and Phase 2 Readiness

Develop and present a comprehensive final report of observations findings and recommendations to Natividad leadership

quantified value creation in consideration of provider union environment

- Present a path to Phase 2 Implementation utilizing the findings and strategies identified in Phase I
- strategies
- . Final report with findings and recommendations
- Summary of prioritized margin improvement initiatives to serve as foundation for an implementation work plan
- · Identification of potential barriers and resource requirements to achieve sustainable outcomes

Performance Improvement Implementation

While this Scope of Services focuses on Phase 1: Assessment, Coker's process is designed to position Natividad for rapid and seamless transition into implementation following completion of the assessment. Findings and recommendations will be used to inform strategic discussions and the development of preliminary business cases, outlining expected financial impact, resource requirements, and timelines for each identified opportunity. To support speed-to-value, Natividad may elect to initiate implementation of select opportunities as they are validated, as progress in each area is not dependent on completion of all assessment workstreams.

As we transition to implementation, we will coordinate the optimal mix of Natividad and Coker resources to execute strategies and tactics within the broader work plan. A multidisciplinary Project Steering Committee ("PSC") will be established to provide oversight, review progress, and make key decisions. The work plan will evolve throughout the project, and we will maintain proactive communication with the PSC to ensure all stakeholders are informed and aligned.

Implementation will focus on agreed upon priorities and objectives that drive sustainable operational and financial performance improvements. Progress will be monitored using the work plan and associated KPIs, enabling transparent tracking of results. All strategies and tactics will leverage Coker's extensive experience managing complex improvement initiatives across health systems nationwide, ensuring practical, actionable and highimpact results.

Structured Business Case Process

Each initiative will follow the below business case approval process. During the life cycle of the transformation engagement, initiatives may be in different phases of the approval process, including both quick wins and longer-term implementation plans.



- Coker will work alongside Natividad stakeholders to identify and quantify opportunities
- Opportunities will have associated implementation plans, timelines, and assumptions
- Natividad workstream leads will approve and validate financial methodology approach



Submit Proposed Business Case for Review and Agreement

- Submit full business case file to executive steering committee for awareness and review of impact to broader organization
- Natividad executive sponsor to approve financial methodology and sign off approval for implementation



Implement Initiative and Validate Opportunity

- Coker to partner with Natividad stakeholders to execute implementation plan ensuring sustainability and avoidance of roadblocks
- When implementation is complete, the finalized run-rate financial opportunity and review with Natividad workstream lead will occur



Submit Completed Business Case for Sign-Off

- Final implemented business case is sent to steering committee for review.
- Natividad executive sponsor signs off on completed business case, indicating business case fulfillment
- Natividad pays Coker fees associated with business case where applicable

Projected Timeline

The Project will be completed in a timely and efficient manner, contingent on the availability of accurate, validated data and ongoing, responsive collaboration from Natividad. We anticipate that the assessment phase will require approximately ten (10) weeks from receipt of all necessary information and access to necessary systems. As all workstreams and workstream-specific initiatives will run in parallel, and as the depth of analysis may differ depending on the level of opportunity, organizational priorities, and the complexity or quality of available data, the proposed timeline should be considered flexible. It may be modified if delays occur due to limited data availability, scheduling challenges, and/or the need for more extensive evaluation, etc.

Proposed Assessment Timeline

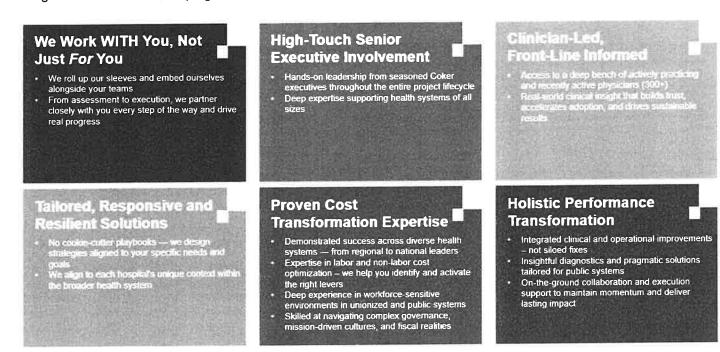
Anticipated Weeks	Category	Category Sub-Activities
Pre-Weeks (~4 weeks anticipation)	Data and Project Mobilization	 Finalize project governance, communication channels, and meeting rhythm Launch Enterprise Data Request (including detailed requests for RCM, supply chain and purchased services, pharmacy, ambulatory services, and healthcare IT services), establish secure data exchange process and necessary timelines for data retrieval Validate initial data extracts for completeness, consistency, definitions Collection of necessary organizational policies, organizational charts, etc. Obtain access to necessary organizational systems
Weeks 1-4 Data Analysis and Review		 Develop a comprehensive baseline of operational, clinical, and financial performance across all relevant workstreams to establish current state compared to leading practice Produce initial analytic dashboards and variation analyses to identify patterns, performance gaps, and areas requiring deeper investigation Develop outliers, systemic bottlenecks, and preliminary indicators of improvement opportunities using quantitative and qualitative data sources Conduct preliminary process mapping informed by available data to frame onsi interviews of key stakeholders, workflow observations, and subsequent validation activities

Weeks 2-4	Stakeholder Engagement, Interviews and Observations	 Conduct structured interviews with system, facility, departmental, and physician leaders to validate objectives and surface critical issues Perform frontline workflow observations to assess real-time processes, staffing patterns, and operational variation Facilitate workstream-specific discovery sessions to gather targeted insights and contextualize preliminary data findings Validate pain points, sources of variation, and operational levels identified during early analysis Synthesize emerging operational, cultural, clinical, and financial themes to inform downstream analyses
Weeks 3-6	Cross-Workstream Opportunity Identification	 Quantity preliminary operational and financial opportunity ranges informed by baseline data and stakeholder input Prioritize emerging opportunities based on impact, feasibility, resource requirements, and organizational readiness Align identified opportunities with system-level strategic objectives and market positioning priorities
Weeks 4-8	Deep Dive Workstream Analysis	 Validate baseline performance metrics, process flows, and clinical operations within each workstream and conduct root-cause analysis Perform operational and financial modeling of opportunity by workstream activity Identify early 'quick win' opportunities for immediate performance improvement, and long-term opportunities with prioritization matrixes Socialize interim findings with workstream sponsors and operational leaders to ensure accuracy and alignment
Weeks 7-9	Final Synthesis and Recommendations Development	 Integrate workstream-specific analyses into a unified transformation roadmap and prioritized opportunity portfolio Define implementation sequencing, governance structure, and required support mechanisms Refine financial projections, investment needs, and expected returns across short- and long-term horizons Review and validate the draft recommendations package with executive sponsors
Week 10	Executive Report- Out and Phase 2 Implementation Planning	 Present the executive-level synthesis, prioritized roadmap and key recommendations Deliver the comprehensive opportunity inventory, financial model and associated analyses by workstream Define Phase 2 implementation scope, timeline, resource requirements, governance approach, and ROI tracking plan Conduct formal project closeout and transition to implementation leadership

Following the assessment, preparation for Phase 2 implementation, including the development of preliminary implementation timelines, will be co-developed with Natividad leadership to ensure alignment with organizational readiness, strategic priorities, and resource availability. These timelines will be refined as opportunities are confirmed and prioritized in partnership with key stakeholders.

Why Coker?

We believe Natividad deserves a partner who not only understands the complexity of this engagement but is also fully invested in the success of your organization and community. Our firm brings a broad team of experienced healthcare professionals with extensive experience across similar markets and organizations. Every engagement is led by senior-level experts with decades of strategic and operational experience, ensuring Natividad's leadership has direct access to proven advisors. We are committed to delivering results with speed, insight and confidence, helping Natividad achieve meaningful operational and financial improvements.



Coker Resources

The Project will be led by Coker's Senior Vice President and Chief Physician Executive, Daniel DeBehnke, MD, MBA and Senior Vice President, Paul Weintraub, MBA, and assisted by, along with other qualified associates, as applicable.

Professional Fees

Our fixed professional fees will be a total of \$300,000 to complete the Project. If Natividad requests additional assistance beyond the scope outlined herein, such as continued support on implementation objectives, development of additional tools or management reports, or expansion of performance improvement initiatives, Coker will prepare an amended agreement to define the scope, fees, and terms for this additional support.

Assessment Fee Credit

Should Natividad engage Coker for services following completion of the assessment, fees paid for the assessment will be credited against future performance-based fees. This credit will be applied as a "first dollars out," and structured proportionally to the scope of implementation work and the magnitude of identified improvement opportunities. This ensures that the investment made in the assessment is directly aligned with,

and offset by, the value realized through subsequent implementation.

Agreement and Payment Terms

Fees will be invoiced in **three (3) increments of \$100,000** at execution of contract, four (4) weeks into the assessment and upon completion of the work.

Reimbursable Expenses

- (a) The Client agrees to reimburse Coker for the following actual, reasonable, and necessary expenses incurred in the direct performance of the Services and only as expressly authorized in this Agreement:
 - (1) Project-specific supplies and materials, including photocopying, printing or binding of board-ready reports; project-specific training or meeting materials; encrypted flash drives or secure media for HIPAA/CMIA or other protected County data security compliance; and software or data access tools purchased solely for this project;
 - (2) Communications and data transfer, including postage, courier or secure delivery services; project-specific long-distance telephone charges; secure file-transfer services required to transmit protected health information or other protected County data;
 - (3) Data, records, and verification fees, including fees for obtaining required health data;
 - (4) Travel and related expenses as required by this Scope of Services will be billed and paid in accordance with the County of Monterey's travel and reimbursement policy, a copy of which is attached hereto as Attachment 1; and
 - (5) Other expenses when approved in advance.
- (b)
 Client will not reimburse Coker for any general overhead or administrative costs or for late fees, penalties or finance charges.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective December 1	, 20 <u>25</u>
("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 M	edical Center
("Covered Entity") and Coker Group Holdings. LLC dba Coker	("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**

- 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. <u>PERMITTED USES AND DISCLOSURES OF PHI</u>

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):

- (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. <u>Responsibilities of Business Associate</u>. With regard to its Use and/or Disclosure of PHI, Business Associate shall:
- 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:

- (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:

- 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:
- (I) 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 <u>Responsibilities of Covered Entity</u>. 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

- 4.1 <u>Term</u>. 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 <u>Termination</u>. 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** <u>Automatic Termination</u>. 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.
- Effect of Termination. Upon termination or expiration of this BAA for 4.4 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 <u>Survival</u>. 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 <u>Amendments; Waiver</u>. 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

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 <u>No Third Party Beneficiaries</u>. 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:

Coker Group Holdings, LLC dba, Coker	
Attn: Josh Nazarian	
2400 Lakeview Parkway.Suite 400	
Phone: (800) 345-5829	
Fax:	

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 <u>Counterparts: Facsimiles.</u> 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.

- 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.
- 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 <u>Legal Actions</u>. 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.

BUSINESS ASSOCIATE

5.12 <u>Audit or Investigations</u>. 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.

By: / Eller.	By:
Print Name Josh Nazarian	Print Name:
Print Title CEO	Print Title:

COVERED ENTITY