



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Agreement No.: A-15373

- a. Authorize the Chief Executive Officer for Natividad Medical Center or his designee to execute the Professional Services Agreement with The Regents of the University of California, a California Constitutional corporation, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide pediatric hospitalist services for an amount not to exceed \$233,520 for the period July 1, 2021 to June 30, 2022; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$23,352) of the original contract amount and do not significantly change the scope of work.

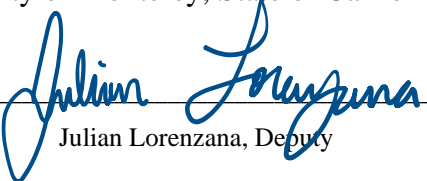
PASSED AND ADOPTED on this 22nd day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 22, 2021.

Dated: June 30, 2021
File ID: A 21-315
Agenda Item No.: 39

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

PROFESSIONAL SERVICES AND MEDICAL DIRECTOR SERVICES
AGREEMENT

This Professional Services and Medical Director Services Agreement (“Agreement”) is entered into as of the first day of July 1, 2021, by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of its UCSF School of Medicine, Department of Pediatrics (“UCSF”), and the County of Monterey (“County”) on behalf of Natividad Medical Center (“Hospital”).

RECITALS

- A. The County of Monterey is the owner and operator of Natividad Medical Center, located in Salinas, California, an acute care hospital which offers a variety of medical services, including Level III neonatal intensive care services in its Department of Pediatrics (“Department”).
- B. UCSF operates a School of Medicine which includes a Department of Pediatrics and employs or contracts with physicians (“UCSF Physicians”) who are licensed to practice medicine in the State of California;
- C. Hospital desires that UCSF provide professional pediatric services and medical director services for Hospital and its patients.
- D. UCSF Physicians are qualified to provide those services and UCSF desires to make those services available through its UCSF Physicians.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

ARTICLE 1
RESPONSIBILITIES OF UCSF

1.1 Services.

- (a) Medical Director Services. UCSF will provide a UCSF Physician to serve as the Medical Director and provide medical direction and administrative services to the Natividad Medical Center’s Pediatric Hospital Medicine Program and perform the services identified in Exhibit 1.1(a) of this Agreement (the “Medical Director Services”). The UCSF Physician shall be identified in Exhibit 1.1(a) by mutual agreement of the parties. The Medical Director shall keep monthly time logs submitted to Hospital and shall provide on average thirty-six (36) hours per month , with a total of no less than four hundred (400) per year and not to exceed four hundred and forty (440) hours per year of Medical Director Services .
- (b) Professional and Coverage Services. UCSF shall provide Hospital professional services by its UCSF Physicians, who are board certified or eligible pediatricians to Hospital patients in need of pediatric

hospitalist services while admitted as inpatients at Hospital (the "Professional Services") as identified in Exhibit 1.1(b) of this Agreement. UCSF Physicians shall provide on average three (3) to five (5) twenty-four (24) hour shifts per month with a total of no less than one thousand (1,000) hours per year, and not to exceed one thousand and twenty-one (1,021) hours per year.

- (c) Teaching Services. UCSF through its UCSF Physician shall provide to Hospital those teaching services set forth in Exhibit 1.1(c) (collectively, the "Teaching Services"). UCSF shall not be separately compensated for the provision of Teaching Services under this Agreement. The Teaching Services, Professional and Coverage Services, and Medical Director Services are sometimes referred to collectively in this Agreement as the "Contracted Services."

1.2 Qualifications. During the term of this Agreement, each UCSF Physician providing services pursuant to this Agreement shall be experienced in rendering such services and shall maintain on an unrestricted basis:

- (a) California Licensure as a physician;
- (b) Federal Drug Enforcement Administration certification;
- (c) Hospital Medical Staff membership and appropriate clinical privileges at Hospital;
- (d) Board eligible or board certified in pediatrics.
- (e) Faculty appointment at UCSF; and
- (f) Professional liability coverage as set forth in this Agreement.

1.3 UCSF's Obligations to Personnel. UCSF shall be solely responsible for satisfying any and all obligations for any UCSF Physician providing services under this Agreement. Such obligations shall include, but not be limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

1.4 Standard of Care. To the extent permitted by law, UCSF and each UCSF Physician shall, at all times, perform services in accordance with and comply with the following:

- (a) All applicable laws, regulations, and policies of all government authorities relating to the Hospital, including all applicable hospital and professional licensure and reimbursement laws, regulations, and policies;
- (b) The Joint Commission standards and recommendations;

- (c) Hospital policies and rules;
 - (d) Hospital's Medical Staff bylaws, rules and policies; and
 - (e) The terms of this Agreement.
- 1.5 Time Reports. UCSF shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Contracted Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as Exhibit 1.5. UCSF shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Contracted Services provided during the immediately preceding month.

ARTICLE 2

RESPONSIBILITIES OF HOSPITAL

- 2.1 Space, Equipment and Supplies. Hospital shall furnish UCSF and Physicians with such space, equipment, staff, supplies and support services as reasonably necessary for UCSF to fulfill its responsibilities hereunder. Hospital agrees to keep and maintain said premises in good and sanitary order, condition and repair.
- 2.2 Environmental Laws. Hospital shall be solely responsible for complying with all federal, state and local environmental and health and safety laws, regulations and ordinances ("Environmental Laws"), and all environmental health and safety permits, licenses, and authorizations ("Environmental Permits"), and for otherwise operating its premises (including that which it provides to the UCSF Physicians) in a manner which is protective of human health and the environment. The responsibilities of Hospital include, but are not limited to: (a) obtaining and maintaining all necessary Environmental Permits, (b) being the designated generator of wastes and otherwise arranging for the lawful treatment, storage, disposal, transport and other management of medical and hazardous materials, chemicals and wastes associated with the activities conducted by UCSF Physicians hereunder, (c) providing any reports, warnings or other notifications that may be required of Hospital or physicians providing care at Hospital under any Environmental Laws or Environmental Permits, (d) identifying, investigating and remediating any threatened or actual releases of medical or hazardous materials, chemicals or wastes to the environment, whether or not caused by a UCSF Physician, and (e) providing for the safety and wellbeing of persons who enter its premises, including but not limited to, the exposure of persons to medical and hazardous materials, chemicals, wastes building materials, and environmental media or other conditions at and in the vicinity of such premises. Hospital on its own behalf and on behalf of any persons entering the premises provided to UCSF Physicians expressly waives and releases any claims against each UCSF Physician, UCSF and their respective

successors, members, officers, directors, employees and agents in connection with the environmental matters addressed herein this Section 2.2.

2.3 Hospital Staff.

- (a) Hospital shall employ or otherwise retain all non-physician personnel required for providing the services in this Agreement. Such personnel shall be appropriately licensed or certified as required under California law. Hospital shall make all decisions regarding hiring, retaining, and terminating such personnel, but Hospital shall first attempt to consult with UCSF.
- (b) Hospital shall be solely responsible for satisfying any and all obligations for personnel that Hospital retains, employs, or contracts with in order to assist it in performing this Agreement. Such obligations shall include, but not be limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

ARTICLE 3
INDEPENDENT CONTRACTOR

- 3.1 Independent Contractor Status. In performing all work, duties, and obligations under this Agreement, it is mutually understood and agreed that UCSF and UCSF Physicians are at all times acting and performing as independent contractors in relation to the Hospital herein. Nothing in this Agreement is intended to, nor shall be, construed to create between Hospital and UCSF or between Hospital and any of UCSF Physicians an employer/employee relationship, a joint venture relationship, a lease or landlord/tenant relationship, or any other relationship, except that of independent entities contracting with each other solely for the purpose of effectuating this Agreement. Hospital shall neither have nor exercise any control or direction over the methods by which UCSF shall perform its work and functions. Hospital's sole interest and responsibility is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

ARTICLE 4
COMPENSATION

- 4.1 Compensation. Hospital shall pay to UCSF the amount determined in accordance with **Exhibit 4.1** (the "**Compensation**"), upon the terms and conditions set forth therein. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of Two Hundred Thirty-Three Thousand Five Hundred Twenty Dollars (\$233,520).

- 4.2. Compliance with Laws. Hospital represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. Hospital shall use its best efforts to ensure that all claims relating to the services satisfy all applicable payor rules, regulations, and instructions. Without limiting the scope of the indemnification provided in Section 7.2 below, Hospital shall indemnify, defend and hold harmless UCSF and UCSF Physicians from any liability, loss, damage, claim, fine, or expense, including costs and reasonable attorneys' fees, arising from any actual or alleged billing errors, false claims, or insurance fraud relating to claims for any service.

ARTICLE 5

TERM AND TERMINATION

- 5.1 Term. This Agreement shall become effective on July 1, 2021 (the “**Effective Date**”), and shall continue until June 30, 2022 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.
- 5.2 Termination. Notwithstanding any other provision in this Agreement, this Agreement may be terminated as follows:
- (a) Either party may terminate this Agreement without cause at any time by giving at least ninety (90) days' prior written notice to the other party; provided that the parties shall not enter into another agreement for the same services during the course of one year.
 - (b) Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party thirty (30) days prior written notice. The party claiming the right to terminate hereunder shall set forth in the required notice of intended termination the facts underlying its claim that the other party has breach this Agreement. If such breach is remedied within twenty (20) days of the receipt of such notice, this Agreement shall remain in effect for the remainder of its term. If the breach is not cured, this Agreement shall terminate at the end of the thirty (30)-day notice period.
 - (c) Either party may terminate this Agreement immediately on written notice to the other party if, in the reasonable opinion of the notifying party's legal counsel, the performance of the notifying party of its obligations hereunder presents a material risk of noncompliance with any applicable law, ordinance, code, or regulation of federal, state, and local governments.
 - (d) If the parties receive notice of any Government Action, the parties shall attempt to amend this Agreement in order to comply with the Government Action. If the parties, acting in good faith, are unable to make the amendments necessary to comply with the Government

Action, or, alternatively, if either party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one party notifies the other of such fact.

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

- i. revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;
- ii. revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;
- iii. prevent UCSF or any UCSF Physician from being able to access and use the facilities of Hospital or any Affiliate of Hospital;
- iv. constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if UCSF or any UCSF Physician referred patients to Hospital or any Affiliate of Hospital;
- v. prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by UCSF or any UCSF Physician;
- vi. subject Hospital or UCSF, any UCSF Physician, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or
- vii. jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(f) For the purposes of this Agreement, "Affiliate" shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with Hospital.

- 5.3 Effects of Expiration or Termination. Upon expiration or termination of this Agreement, neither party shall have any further obligation hereunder except for: (i) obligations due and owing which arose prior to the date of termination and (ii) obligations, promises, or covenants contained herein which expressly extend beyond the term of this Agreement.

ARTICLE 6 **INSURANCE**

- 6.1 Insurance. Each party shall maintain the insurance coverage set forth in Exhibit 6.1.

ARTICLE 7 **INDEMNIFICATION**

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

ARTICLE 8 **GENERAL PROVISIONS**

- 8.1 Patient Records. Any and all patient records and charts created at Hospital produced as a result of either party's performance under this Agreement shall be and remain the property of Hospital both during and after the term of this Agreement. UCSF and its agents shall be permitted to inspect and/or duplicate, at UCSF's sole expense, any individual chart or record upon request, provided that such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Each party shall be responsible for

maintaining patient confidentiality of all patient records created hereunder in accordance with applicable laws and regulations.

Each party agrees to notify the other party's privacy office of the unauthorized access, use, or disclosure of any personally identifiable information, or protected health information known or suspected by such party within two (2) days of learning of the same in order to ensure that the reporting of such unauthorized access, use or disclosure of this information is reported within five (5) days of detection to the California Department of Public Health (CDPH) and as appropriate, to the Office of Civil Rights and Centers for Medicare and Medicaid Services. Each party's privacy office will oversee the required notification to CDPH.

Each party agrees that if they fail to adhere to any of the privacy, confidentiality, and/or data security provisions set forth herein and, as a result, personally identifiable information or protected health information is unlawfully accessed, used or disclosed, that they agree to pay, upon written demand of the other party, all costs associated with any notification to affected individuals required by law or deemed appropriate, and that they also agree to pay for any and all fines and/or administrative penalties imposed for such unauthorized, access, use or disclosure of personally identifiable information or protected health information or for delayed reporting.

- 8.2 Cooperation in Disposition of Claims. Hospital and UCSF agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any Services provided under this Agreement. To the extent allowed by law, Hospital and UCSF shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to Services provided pursuant to this Agreement. Provided, however, that nothing shall require either Hospital or UCSF to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. UCSF shall be responsible for discipline of UCSF Physicians in accordance with UCSF's applicable policies and procedures.

To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. Hospital shall notify UCSF of any disciplinary concern involving UCSF Physicians that it becomes aware of, including but not limited to allegations of sexual harassment or sexual violence. The failure to provide notice shall not be deemed a breach of the Agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

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

- 8.3 No Requirement to Refer. Nothing in this Agreement, or any other written or oral agreement, or any consideration in connection with this Agreement contemplates or requires the admission or referral of any patient to the Hospital or UCSF. This Agreement is not intended to influence any Physicians' judgment in choosing the medical facility appropriate for the proper care and treatment of their patients.
- 8.4 Non-Discrimination. The parties agree that they shall not discriminate against patients on the basis of race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, physical or mental handicap, insurance status, economic status, or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition, or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient in accordance with applicable laws and regulations.
- 8.5 Access to Books and Records.
- (a) UCSF agrees to cooperate fully with Hospital by, among other things, generating, maintaining, and making available all necessary records, in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public or private third party payment programs.
 - (b) Until the expiration of four years after the expiration or termination of this Agreement, UCSF shall make available, upon written request of the Secretary of the United States Department of Health and Human Services ("Secretary") or the Comptroller General of the United States General Accounting Office ("Comptroller"), or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records of UCSF as are necessary to certify the nature and extent of costs of the services UCSF provided under this Agreement. UCSF further agrees that if it carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period with a related organization, that such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract,

books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

- 8.6 Assignment and Delegation. Neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by either party except as expressly authorized in writing by both parties.
- 8.7 Binding on Successors in Interest. The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors of each of the parties hereto.
- 8.8 Notice. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the follow

If to UCSF: Phil O'Brien
Associate Chair, Finance & Administration
Department of Pediatrics
550 16th Street, Fourth Floor
San Francisco, CA 94158

Government & Business Contracts
Senior Associate Director
Office of Sponsored Research
University of California, San Francisco
490 Illinois Street, Fourth Floor
Campus Box 0962
San Francisco, CA 94143
use 94158 for Federal Express.
orbusinesscontracts@ucsf.edu

If to Hospital: Attn: Chief Executive Officer
Natividad Medical Center
1441 Constitution Blvd., Bldg. 300
Salinas, CA 93912-1611

- 8.9 Use of Name. Hospital agrees that any use of the "UCSF" or "the "University of California" name, or other similar references to the University of California, San Francisco, its UCSF Physicians, or facilities, shall be subject to the prior written approval of The Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000. Hospital shall not advertise or market any of the UCSF Physicians' names in any marketing materials without the consent of UCSF.
- 8.10 Construction of Agreement. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the

internal laws of the State of California. The parties agree that the terms and provisions of this Agreement embody their mutual intent and agreement and that they are not to be construed more liberally in favor of, nor more strictly against, any party hereto.

- 8.11 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- 8.12 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- 8.13 Waiver of Provisions. Any waiver of any terms and conditions hereby must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.
- 8.14 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by Hospital's employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.
- 8.15 Change in Law. In the event that a change in state or federal law, statute, regulation or enforcement, or same materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days of such negotiation period, this Agreement shall terminate at the end of such thirty (30) day period.
- 8.16 Third-Party Beneficiaries. This Agreement is not intended and shall not be construed to create any rights for any third party.
- 8.17 Amendments. This Agreement may be amended or modified only in a written document signed by both Hospital and UCSF.
- 8.18 Exhibits. All Exhibits referred to herein are hereby incorporated herein. In the event any provision of this Agreement conflicts with any Exhibit to this Agreement, the Exhibit shall control with respect to the subject matter of such Exhibit.

- 8.19 Counterparts; Electronic Copies. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic signature, .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties to this document agree that a digital signature or copy of the original signature may be used for any and all purposes for which the original signature may have been used. The parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.
- 8.20 Ability to Enter Agreement. The Hospital and UCSF each represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.
- 8.21 No Exclusion. Hospital represents and warrants to UCSF that Hospital and Hospital's representatives are not:
- (a) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b-(f) (the "Federal health care programs") and/or present on the exclusion database of the Office of the Inspector General ("OIG") or the Government Services Administration ("GSA");
 - (b) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and/or
 - (c) debarred, suspended, excluded or disqualified by any federal governmental agency or department or otherwise declared ineligible from receiving federal contracts or federally approved subcontracts or from receiving federal financial and nonfinancial assistance and benefits.

This shall be an ongoing representation and warranty during the term of this Agreement and Hospital shall immediately notify UCSF of any change in the status of any of the representations and/or warranties set forth in this Section. Any breach of this Section shall give UCSF the right to terminate this Agreement immediately for cause.

- 8.22 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California without regard to its conflict of law provision.

- 8.23 Singular and Plural. Words used herein in the singular, where the context so permits shall be deemed to include the plural and vice versa.
- 8.24 Entire Agreement. This Agreement including its Exhibits contains a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, written or oral, previously made by the parties with respect to the subject matter herein.

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[Signature Pages to Follow]

**PROFESSIONAL SERVICES AND MEDICAL DIRECTOR SERVICES
AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of UCSF, Department of Pediatrics (“UCSF”)

By: DocuSigned by:
Neal Cohen
016A8FBA9C704C8... _____
Neal Cohen, MD

Its: Vice Dean, UCSF, School of Medicine
6/16/2021

Date: _____

Read and Acknowledged:

By: DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7... _____
Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

*[County of Monterey/Natividad
Medical Center Signatures Next Page]*

PROFESSIONAL SERVICES AND MEDICAL DIRECTOR SERVICES
AGREEMENT

HOSPITAL

Dr. Charles R. Harris
Interim Chief Executive Officer

Date: 7/1/21, 20__

APPROVED AS TO LEGAL PROVISIONS:

Stacy Saetta
Stacy Saetta, Deputy County Counsel

Date: 6/17/2021, 20__

APPROVED AS TO FISCAL PROVISIONS:

gary k giboney
Deputy Auditor/Controller

Date: 6-18-2021, 20__

EXHIBIT 1.1(a)
Medical Director Services

UCSF Physician: Christopher Carpenter, MD

The Medical Director, and this position's responsibilities are as follows:

- Provides general administration of the day-to-day operations of the Department;
- Advises and assists in the development of protocols and policies for the Department;
- Ensures physician coverage of the Department;
- Schedules, coordinates and supervises the provision of medical and ancillary services within the Department;
- Ensures the maintenance of consistently high quality service, and advise Hospital in the development and implementation of an appropriate quality assurance program with respect to the Department;
- Coordinates and consults with Hospital and Medical Staff regarding the efficiency and effectiveness of the Department, and makes recommendations and analyses as needed for Hospital to improve services provided in the Department and reduce costs;
- Develops, reviews, and provides training programs for Medical Staff and Hospital personnel;
- Prepares such reports and records as may be required by this Agreement, Hospital or the Medical Staff;
- Participates in Hospital and Medical Staff committees upon request by Hospital;
- Participates in continuing medical education, research and teaching activities upon request by Hospital;
- Participates in utilization review programs, as reasonably requested by Hospital;
- Participates in risk management and quality assurance programs, as reasonably requested by Hospital; and
- Assists Hospital management with preparation for, and conduct of, any inspections and on-site surveys of Hospital or the Department conducted by governmental agencies, accrediting organizations, or payors contracting with Hospital.

UCSF shall also provide:

- Academic and strategic resources to help guide overall program development for all pediatric services at Hospital.
- Business development oversight for growth of hospital based pediatric and neonatal programs.
- Exploration of telemedicine services by pediatric specialists to augment care provided by on-site physicians.
- Academic affiliation and membership in UCSF's regional community hospital medicine and neonatal quality collaboratives.
- Integration of Hospital into UCSF's Northern California Children's Health Network.

EXHIBIT 1.1(b)
Professional and Coverage Services

UCSF Physician: Christopher Carpenter, MD

UCSF shall provide professional services through its UCSF Physicians to Hospital patients in need of pediatric hospitalist services while admitted as inpatients at Hospital. Scheduling of clinical shifts shall be mutually agreed upon by the Hospital and UCSF Physician.

EXHIBIT 1.1(c)

Teaching Services

UCSF Physician shall:

1. supervise patient care in a constructive and supportive way;
2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;
3. create a professional role model; and
4. evaluate resident performance in a meaningful, objective fashion.

EXHIBIT 1.5 Time Reports



Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

		Direct			Hospital Administrations and Teaching Services							Other Admin		Non-billable Activities			Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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Name:		Direct Patient Care Services			Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Hlth Professionals	Other Administrative (specify)	CME (PR)	Conferences and Training (PR)	Non-Productive Hrs			Other Non-Billable Activities (specify)	TOTAL HOURS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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SIGN IN BLUE INK

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I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: _____

Telephone Number: _____ Date: _____

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: _____

Telephone Number: _____ Date: _____

EXHIBIT 4.1
Compensation

1. Compensation.
 - a) For the period July 1, 2021 to June 30, 2022, Hospital shall pay UCSF the amount equal to \$19,460 per month (the “Base Compensation”) for Services rendered under this Agreement; provided, however, that UCSF is in compliance with the terms and conditions of this Agreement.
 - b) Medical Director and Coverage Services are included in the Base Compensation. In the event that UCSF Physician provides less than the minimum Services set forth in Section 1.1, the Base Compensation shall be reduced by \$160 per hour.
2. Timing. Hospital shall pay the Compensation due for Contracted Services performed by UCSF after UCSF's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if UCSF does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Contracted Services were performed, Hospital shall not be obligated to pay UCSF for Contracted Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is “30 days after receipt of the certified invoice in the Auditor-Controller’s Office.” Payments shall be made payable to The Regents of the University of California delivered to:

UCSF Department of Pediatrics
Division of Pediatric Hospital Medicine
550 16th Street, Fourth Floor (Box 0110)
San Francisco, CA 94158
Attn: Accounting

EXHIBIT 6.1
Insurance

- I. Insurance to be Maintained by Hospital. Hospital, at its sole cost and expense, shall procure and maintain insurance and shall insure its activities in connection with this Agreement during the term of this Agreement with a carrier and in a form acceptable to UCSF as follows:
- (a) Professional Medical and Hospital Liability Insurance with financially sound and reputable companies with limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then UCSF shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.
 - (b) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of (1) one million dollars (\$1,000,000) per occurrence (2) one million dollars (\$1,000,000) Personal and Advertising Injury; and (3) five million (\$5,000,000) General Aggregate. If such insurance is written on a claims made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
 - (c) Workers' Compensation Insurance in a form and amount covering Hospital's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - (d) Such other insurance in such amounts that from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Exhibit shall not in any way limit the liability of Hospital.

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

II. Insurance to be Maintained by the UCSF. UCSF shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

- (a) Professional Medical and Hospital Liability self-insurance with limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000).
- (b) General Liability Self-Insurance Program with a general aggregate limit of two and a half million dollars (\$2,500,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
- (c) Workers' Compensation Self-Insurance Program covering the UCSF's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- (d) Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Exhibit 6.1 shall not in any way limit the liability of the UCSF or its Physicians.

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