

THREE RIVERS PROVIDER NETWORK
AGREEMENT WITH
COUNTY OF MONTEREY, NATIVIDAD MEDICAL CENTER

This Agreement is made this first day of December 2016, by and between Three Rivers Provider Network, Inc., a Nevada Corporation ("TRPN") and County of Monterey, a political subdivision of the State of California, on behalf of the County owned and operated Natividad Medical Center, a Hospital provider of health care services. TRPN contracts with hospitals, physicians, ancillaries and entities hereinafter referred to as "Hospital" rendering medical and health care services at pre-determined rates as follows.

1. Clients, Covered Services, Contract Rates: TRPN contracts with insurance companies, third party administrators, health plans, individuals and entities hereinafter referred to as "Clients" that directly or indirectly access TRPN contracted providers for covered services. Covered Services shall include all services that are medically necessary including health, workers' compensation, automobile, no fault/PIP and general liability. The rates used in conjunction with this Agreement are stated below, less any applicable co-payments, co-insurance or deductibles. Clients are obligated to make payment directly to Hospital only at the contracted rate as payment in full. Hospital shall not balance bill the patient upon receipt of payment in full at the contracted rate. TRPN has no responsibility to make payments on behalf of Clients and it is agreed no party will bring any claim against TRPN due to any non-payment by Client. TRPN does not apply benefits and therefore cannot guarantee any application of benefits to this agreement. For the client to take any discount under this agreement, payments shall be made within thirty (30) calendar days of receipt of clean claim. Payments made and cashed by the Hospital shall be accepted as payment in full and fulfillment of all terms of the agreement, providing the total payment including the member's portion is not less than the contracted rate.

The Hospital agrees to the contracted payment rates of:

1. RATES REDACTED
- 2.
- 3.
- 4.

2. Licenses, Standards of Care: Hospital agrees to deliver health care services that meet all legal standards of care complying with applicable Federal, State and Local laws and maintains the standards of NCQA and/or JCAHO. The Hospital is delegated by TRPN to carry out and/or assign credentialing responsibilities. Evidence of such licenses, certificates and standards shall be made available to TRPN upon request. Hospital identifies that the Employer Identification Number/TIN of this contract is for the EIN under this agreement and authorizes that this contracted rate will apply only to Natividad Medical Center bills submitted under this EIN.

3. Term and Termination: This Agreement shall continue in effect for a period of one (1) years with automatic successive one (1) year terms. This Agreement may be terminated by either party without cause with a ninety (90) day prior written notice to the other party at the mailing addresses listed under the signatures. This Agreement may be immediately terminated with cause by TRPN should Hospital lose applicable licenses, malpractice coverage, fail to honor the applicable contracted rates pursuant to this Agreement, or if any information provided in Attachment A is illegible, incomplete, or invalid.

4. Dispute Resolution: This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Hospital agrees to meet and confer in good faith to resolve any disputes that may arise under this Agreement. If a dispute between TRPN and Hospital arises out of this Agreement and is not resolved, either party may submit the dispute to arbitration which shall be commenced and conducted in Monterey County in accordance with the Rules of Practice and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") as in effect at the time ("JAMS Rules"). Both parties agree to waive the right to a jury trial and to submit any dispute to arbitration instead.

5. Attachment A: All information provided in Attachment A of this Agreement is complete and accurate to the best of Hospital's knowledge and Hospital shall immediately notify TRPN of any changes thereto. Hospital agrees to mark "N/A" next to any blank that is not applicable to Hospital's business.

6. Facsimile Signatures: The parties agree that facsimile signatures of authorized representatives of the parties shall legally bind the parties to the terms and conditions of this Agreement as if the signatures were original and shall be considered evidence of a fully executed Agreement.

7. Indemnification: Each party agrees to accept and be responsible for the acts or omissions of its individual employees and agents, and hold the other party harmless from liability which may arise from any such act or omission, and shall indemnify such other party for any expenses incurred in the defense of claims and/or lawsuits arising from such act or omissions, including reasonable attorneys' fees.

8. Final Agreement: All terms and conditions agreed upon by the parties are contained in this Agreement. All prior negotiations, promises, agreements and representations, either spoken or written concerning the subject matter of this Agreement that are not set forth herein are null and void and have no bearing on this Agreement. No modification of this agreement can take place except in writing.

IN WITNESS WHEREOF, the authorized parties hereto have executed this Agreement and intend to be bound thereby.

Hospital Name (please print):

TRPN ATTENTION: LANI HAZELTON

NATIVIDAD MEDICAL CENTER

THREE RIVERS PROVIDER NETWORK

Signature: _____

Signature: _____

Name/Title: Gary R. Gray DO, Chief Executive Officer

Name: Matthew Jacobs

Mailing Address: 1441 Constitution Boulevard

Mailing Address: 910 Hale Place Suite 101

Salinas, CA 93906

Chula Vista, CA 91914

831-755-4111

619-600-4832

Date: _____

Date: _____

ATTACHMENT A: HOSPITAL INFORMATION

(Attach a roster of all Providers and Facilities that will be participating under this Agreement, use Addendum A)

Tax ID: 94-6000624	Primary Address: 1441 Constitution Boulevard Salinas, CA 93906
National Provider Identifier (NPI):	_____
IP 1205863255 OP 1063616613	County: Monterey
(If there is more than one NPI Number, please attach a listing.)	Phone: (831) 755-4111 Fax: (831) 755-6254
Specialty: General Acute Inpatient/Outpatient/Inpatient Mental Health/Inpatient Acute Rehabilitation/Trauma Level II	Email: majewskins@natividad.com Please note, upon execution a fully executed version of this agreement will be sent to the above email address.
Subspecialty I: _____	<i>Other Practice and/or Billing Address? Yes ☐ / No ☒ x</i> <i>If "yes", attach page with additional information</i>
	Hospital Affiliations (list name, date and type): _____ _____ _____ _____

Business Associate Agreement Attached

Provider agrees to mark "N/A" next to any blank that is not applicable to Provider's business.

ADDENDUM A:

PROVIDER LISTING & FACILITY LOCATIONS

The attached roster of providers and or locations will be participating under this Agreement between County of Monterey, Natividad Medical Center and Three Rivers Provider Network and shall include provider names, Tax Identification Numbers, NPI Numbers, Address(s), Phone and Fax Numbers.

1. Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906
94-6000524
NPI 1205863255 (IP)
NPI 1063616613 (OP)
(831) 755-4111 (phone)
(831) 755-6254 (fax)
2. Physician Roster (see attached)