

**NATIVIDAD MEDICAL CENTER
PROGRAM LETTER OF AGREEMENT (OUTBOUND RESIDENTS)**

This PROGRAM LETTER OF AGREEMENT (“**Agreement**”) is made and entered into as of 1 December, 2023 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“**County**”) and Clinica de Salud del Valle de Salinas (CSVS) (“**Participating Site**”). County and Participating Site may be described singularly as a “**Party**” or together as “**Parties**” throughout this Agreement.

RECITALS

WHEREAS, Natividad Medical Center, an acute care hospital owned and operated by the County, offers a Family Residency Training Program that has established itself as a high-quality educational program for the training of family medicine residents in hospital-based and ambulatory care, with an emphasis on meeting the needs of underserved populations (“**Program**”). For the avoidance of doubt, any reference to “**Program**” herein shall be a reference to the County. The County is committed to educating family physicians to help meet the rapidly changing scope and complexity of healthcare needs.

WHEREAS, County desires to partner with other U.S. health-care institutions, health-care organizations, community providers and professional schools at which Program residents can participate in a rotation to obtain additional clinical experience (“**Rotation**”), which promotes a valid and substantial public purpose within the authorized mission of the County, and Participating Site desires to provide clinical facilities which can be used to furnish such experience to Program residents and desires to have its facilities so used.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

AGREEMENT

1. TERM.

The term of this Agreement shall commence on December 1, 2023 and terminate on November 30, 2028 unless earlier terminated as provided in Section 4 below. The duration of each Rotation shall be one to two half days per week, or as otherwise mutually agreed to by the Parties.

2. COUNTY RESPONSIBILITIES.

a. **Appropriate Paperwork.** Prior to the Rotation by a Program resident (a “**Resident**”) pursuant to this Agreement, Program will require the Resident to complete the required Participating Site paperwork and will work with Participating Site to ensure paperwork is complete.

b. **Rotation Schedule.** Program shall provide in writing, sufficiently in advance to allow for convenient planning of schedules, the dates of the Rotation for each Resident, the name of each Resident, and other information as necessary to facilitate each Resident's participation in the Rotation, as mutually agreed to by the Parties.

c. **Program Director.** The Program Director shall be Melissa Nothnagle, MD, MSc, or such other person as Program shall designate, in writing, as the liaison who shall be primarily responsible for planning and exchange of information under this Agreement, on behalf of Program ("**Program Director**").

d. **Qualifications.** Program shall select Program residents to participate in the Rotation who are appropriately credentialed, licensed, or otherwise authorized to participate in the Rotation.

e. **Activities.** Program will require each Resident to perform all activities under a designated Participating Site supervisor. During the Rotation, residents will be required to comply with the Residents' Policy Manual Handbook, the bylaws, rules and regulations of the County's medical staff, including the duties indicated in the Resident I/II/III job description outlined by Allied Health Rules and Regulations, and any other County rules, regulations, policies or procedures applicable to Residents. If Residents are engaging in clinical activities, Program acknowledges and understands that Residents will only be permitted to practice medicine under the supervision of a Participating Site physician licensed to practice medicine in Participating Site's state or other licensed professionals, as appropriate, and within the limits of Program's training program. The Goals and Objectives associated with the Rotation are attached hereto and incorporated herein as Exhibit A.

f. **Identification.** Program will require Residents to provide appropriate identification to Participating Site prior to the beginning of each rotation. Program will instruct Residents that while on Participating Site's premises, Residents will follow applicable Participating Site photo identification badge policies.

g. **Dress.** Program will require Residents to dress in a business/professional manner, as appropriate to the Participating Site setting and in accordance with Participating Site policies.

h. **Health Insurance and Salary.** Program is responsible for providing Resident's health insurance and salary.

i. **Discipline.** Program shall be responsible for the discipline of Residents in accordance with Program's policies and procedures.

3. **PARTICIPATING SITE RESPONSIBILITIES.**

a. **Site Director/Faculty Supervisors.** Maximiliano Cuevas, MD shall serve as site coordinator ("**Site Director**").

The Site Director shall act as liaison with Program and shall communicate with Program as necessary on all matters related to Residents, and will assume day to day administrative, educational, and supervisory responsibility for the Residents during the Rotation, in cooperation with the Program Director. The Site Director will work with Program to establish mutually agreed upon requirements of the Rotation prior to each Resident's Rotation, will make sure the Resident meets these requirements and will ensure the Resident has reviewed the goals for the rotation if applicable. Program will provide an appropriate experience for each Resident based on the communicated level of the Resident's education, ability, and training. Supervision and teaching of Residents will be in accordance with ACGME requirements and all applicable policies and regulations, including any Program policies as provided to Participating Site. Participating Site, and not Program, is solely responsible for any remuneration provided to Participating Site preceptors.

b. **Accreditation Requirements.** Where appropriate, Participating Site will be in compliance with Accreditation Council for Graduate Medical Education ("ACGME") requirements.

c. **Staff and Facilities.** Participating Site will maintain adequate staff and facilities at its site to meet the educational goals and objectives of the Rotation, and provide education, supervision and evaluation in a manner consistent with the standards and requirements established by Program and ACGME, and shall maintain all appropriate licenses and accreditations for applicable Participating Site facilities.

d. **Duty Schedules.** Participating Site shall implement duty schedules for Program residents in accordance with Program's educational goals and objectives and applicable requirements of the Rotation and ACGME as follows:

i. Participating Site shall promote the Rotation's educational goals by ensuring that Residents' learning objectives are not compromised by excessive reliance on Residents to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Participating Site must ensure that Residents are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

ii. Participating Site shall ensure that Residents' duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Residents, and the applicable requirements of Program and ACGME.

e. **Evaluation of Residents.** Within two (2) weeks of the completion of the Rotation for each Resident, Participating Site shall provide to Program all required evaluation materials to allow for Program to properly evaluate the Resident's performance during the Rotation and determine if the Rotation has fulfilled the requirements for the Resident to receive credit towards program completion.

f. **Health Insurance.** Participating Site shall not be responsible for the cost of Residents' health insurance or for any medical care costs incurred for the medical treatment of Residents. Notwithstanding the foregoing, Participating Site will provide Residents first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Residents in the event of a needlestick injury to or other exposure of Residents to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") or the community's standard of care. In the event of a work-related injury, Participating Site will notify Program within 24 hours of the injury and coordinate follow-up care and transportation back to Monterey County as needed.

g. **Discipline.** Participating Site agrees to cooperate with and assist Program in the investigation of facts which may serve as a basis for taking any disciplinary or academic action against any Resident, and to inform Program: (1) immediately upon investigation of a Resident; (2) within five (5) days after receipt of service of a complaint, summons or notice of a claim naming a Resident; (3) prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Resident has been named or in which a settlement is being proposed on a Resident's behalf; or (4) prior to making a report to the National Practitioner Data Bank or the Medical Board of California in which a Resident is named.

4. **TERMINATION.**

a. **Termination of Rotation.** Participating Site shall have the right, for good cause and after consultation with Program, to prohibit further attendance at Participating Site of a Resident; provided, however, that Participating Site will not take any action against a Resident in an arbitrary or capricious manner.

b. **Termination of Agreement.** Notwithstanding any other provision to the contrary, either Party to this Agreement may terminate it at any time, with or without cause, by providing written notice to the other Party, provided that the Parties shall, in any event of termination under this section, cooperate to ensure that rotations then in place are terminated in a manner that is not likely to affect the current Residents.

c. **Effect of Termination.** Notwithstanding anything in this Agreement to the contrary, in the event of any termination of this Agreement effective during the initial twelve (12) months of its Term, the parties hereto shall not enter into an arrangement for the same items or services during such initial twelve (12) month period.

5. **INSURANCE.**

a. **Comprehensive Liability Coverage and Professional Liability Coverage.** Each Party shall maintain insurance or a self-insurance program with financially-sound and reputable companies; each party shall carry healthcare entity

comprehensive liability coverage with minimum limits of \$1 Million (\$1,000,000) per occurrence and a general aggregate of \$3 Million (\$3,000,000). 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 the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then each party shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period. At any time during the term of this Agreement, if Participating Site is not covered under the Federal Tort Claims Act ("FTCA"), Participating Site shall obtain and maintain, at Participating Site's sole cost and expense, professional liability insurance covering Participating Site and its employees in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate per year. Such insurance shall be primary with respect to covering the acts and omissions of Participating Site employees.

Notwithstanding the foregoing, the above insurance requirements in this section shall be deemed satisfied by Participating Site for so long as Participating Site continues to be deemed a covered entity under Section 224(a) of the Public Health Services Act entitled to liability protection under the FTCA, or under alternative benefits provided by the United States where the availability of such benefits precludes a remedy under the FTCA. Participating Site represents and warrants that FTCA coverage is occurrence-based coverage.

b. Worker's Compensation Liability Insurance.

i. County represents and warrants that it maintains Worker's Compensation liability insurance with self-insured retention in amounts required by the State of California.

ii. Participating Site represents and warrants that it maintains Worker's Compensation liability insurance with self-insured retention in amounts required by the State of California.

c. The coverage referred to in Section 5(b)(i) above shall be endorsed to include Participating Site as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and/or employees. County upon execution of this Agreement shall furnish Participating Site with Certificates of Insurance evidencing compliance with all requirements.

d. The coverage referred to in Section 5(b)(ii) above shall be endorsed to include County as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Participating Site, its officers, agents, and/or employees. Participating Site upon execution of this Agreement shall furnish County with Certificates of Insurance evidencing compliance with all requirements.

e. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks related to performance. It should be expressly understood that the coverages required under this Agreement shall not in any way limit the liability of Participating Site or County.

6. INDEMNIFICATION.

a. **By County.** County shall defend, indemnify and hold Participating Site, Participating Site Physicians, its officers, employees and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County, County Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Participating Site, Participating Site Physicians, its officers, employees, agents, or sub-contractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for Participating Site. County shall reimburse Participating Site for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which County is obligated to indemnify, defend and hold harmless Participating Site under this Agreement.

b. **By Participating Site.** Participating Site shall defend, indemnify and hold County, County Physicians, its officers, employees, Residents, and agents harmless from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Participating Site, Participating Site Physicians, its officers, employees, agents, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County, County Physicians, its officers, employees, Residents, or agents. It is the intent of the parties to this Agreement to provide the broadest possible coverage for County. Participating Site shall reimburse County for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which Participating Site is obligated to indemnify, defend and hold harmless County under this Agreement.

7. MISCELLANEOUS.

a. **Fair Market Value.** Each party represents and warrants on behalf of itself, that the aggregate benefit given or received by each party under this Agreement has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value under the circumstances, and that any benefit given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation or referral of any patient, directly or indirectly, to or from either party, and further, is not determined in any manner that takes into account the value of business generated between the parties.

b. **Notices.** All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

Program

Natividad Medical Center Family Medicine Residency Program
1441 Constitution Boulevard
Salinas, CA 93906
Attn: Program Director

Participating Site

Clinica de Salud del Valle de Salinas
55 Plaza Circle Ste. A
Salinas, CA 93901
(831) 757-8689

c. **Records.** Any and all of Participating Site's medical records and charts created at Participating Site's facilities as a result of performance under this Agreement shall be and shall remain the property of Participating Site. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA").

d. **Independent Contractor.** Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between Program and Participating Site hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither Program nor Participating Site hereto, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee or representative of the other. Program and Participating Site agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and local laws and regulations.

e. **Use of Name.** Neither Party will use the name of the other or its employees, either expressly or by implication, in any publicity, solicitation, or advertisement without the express written approval of the other Party to this Agreement.

f. **No Third-Party Beneficiaries.** This Agreement is not intended and shall not be construed to create any rights for any third Party.

g. **Assignment.** Neither Participating Site nor Program shall assign their rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the other.

h. **Amendments.** No amendment, changes to or waivers or termination of this Agreement shall be effective unless made in writing and signed and delivered by authorized representatives of the Parties.

i. **Counterparts and Authority.** 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. Each Party represents that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

j. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

k. **Waiver.** Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

l. **Exhibits.** Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

m. **Governing Law and Venue.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California with venue proper in Monterey County, California, without giving effect to conflict of law principles.

n. **No Discrimination.** Program and Participating Site agree not to engage in unlawful discrimination against or harassment of any Resident pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition, ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws.

o. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

The parties hereto are in agreement on the basis set forth in this document and have executed this Agreement as set forth below.

"COUNTY"

COUNTY OF MONTEREY, a political
subdivision of the State of California, on
behalf of Natividad Medical Center

By: _____
Charles Harris, CEO

Date: _____

Approved by NMC Residency Director

By: _____
Dr. Melissa Nothnagle

Date: _____

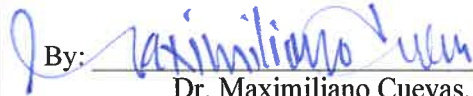
Approved as to Legal Provisions

By: _____
Monterey County Deputy County Counsel

Print Name

Date: _____

**"CLINICA DE SALUD DEL VALLE
DE SALINAS (CSVs)"**

By:  _____
Dr. Maximiliano Cuevas, CEO

Date: 10/31/23 _____

EXHIBIT A

Goals and Objectives

1. Residents will learn to assess and manage common GYN and High-risk OB conditions.
2. Residents will gain skills in primary care GYN procedures.