

SERVICES AGREEMENT

This Child Abuse Specialist SERVICES AGREEMENT (“Agreement”) is entered into as of the September 1, 2018, by and between The Regents of the University of California, a California Constitutional corporation, 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 owns and operates Hospital, an acute care hospital that offers a variety of medical services including various outpatient clinics such as the Bates Eldredge Child Abuse Clinic;
- B. UCSF operates a School of Medicine, which includes a Department of Pediatrics and employs or contracts with physicians (“Physicians”) who are licensed to practice medicine in the State of California and are qualified to provide the services identified in this Agreement;
- C. COUNTY desires that UCSF provide Child Abuse Specialist services for Hospital and its patients;
- D. COUNTY has considered the following factors in determining the necessity and amount of compensation payable to UCSF pursuant to this Agreement: (1) the nature of UCSF’s duties as contemplated by this Agreement; (2) UCSF’s qualifications; (3) the difficulty in obtaining qualified physicians to provide the services described in this Agreement to Hospital; (4) the benefits to Hospital’s community resulting from UCSF’s performance of the services described in this Agreement; and (5) the economic conditions locally and in the health care industry generally.
- E. UCSF Physicians are qualified to provide those services and UCSF desires to make those services available through its 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 Direction and Administrative Services. UCSF will provide a UCSF Physician to serve as the Child Abuse Specialist of Bates Eldredge Child Abuse Clinic to perform the medical director and other administrative services identified in Exhibit 1.1(a) of this Agreement

("Child Abuse Specialist"). The UCSF Physician shall be identified in Exhibit 1.1(a) by mutual agreement of the parties.

- (b) 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 services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as Exhibit 1.1(b). UCSF shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for services provided during the immediately preceding month. Child Abuse Specialist shall provide a minimum of fifteen (15) hours per month but not to exceed (20) hours per month in medical direction and administrative services.

1.2 Qualifications. Prior to providing any Child Abuse Specialist Services under this Agreement, each UCSF Physician shall apply for and obtain membership on Hospital's Medical Staff, with appropriate Hospital Department privileges. Performance of the terms of this Agreement by UCSF and by any of the UCSF Physicians shall be subject to such Physician's admission to the Medical Staff, and to the granting of the privileges necessary to provide the Child Abuse Specialist Services described herein. During the term of this Agreement, each 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. 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) The Hospital policies and rules;
- (d) The Hospital's Medical Staff bylaws, rules and policies; and
- (e) The terms of this Agreement.

ARTICLE 2
RESPONSIBILITIES OF HOSPITAL

2.1 Space, Equipment and Supplies.

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 Physician(s)) 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 Physician(s) 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 2.1.

2.2 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's 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 AND BILLING

- 4.1 Compensation to UCSF. Hospital shall pay to UCSF the amount determined in accordance with Exhibit 4.1 (the "Compensation"), upon the terms and conditions set forth therein for the Child Abuse Specialist Services. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of \$46,428.57.

- 4.2 Billing. There is no billing associated with the Child Abuse Specialist Services.

ARTICLE 5
TERM AND TERMINATION

- 5.1 Term of Agreement. This Agreement shall be effective as of September 1, 2018 and shall continue through September 30, 2019 unless terminated earlier as set forth hereunder.

- 5.2 Termination. Notwithstanding any other provision in this Agreement, this Agreement may be terminated as follows:

(a) Termination Without Cause. 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) Termination With Cause. Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party ninety (90) days' prior written notice of such breach. If such breach is not cured by the breaching party within thirty (30) days of receipt of this notice, this Agreement shall terminate at the end of such ninety (90)-day period.

(c) Immediate Termination. Notwithstanding any other provision herein, this Agreement may be terminated immediately by either party if: (a) UCSF Physicians or Hospital have their respective license to practice medicine or operate a general acute care hospital in the State of California suspended or revoked; (b) if the insurance coverage for UCSF Physician(s) or Hospital, as required hereunder, is cancelled or modified; or (c) if Hospital fails to maintain or meet the requirements of the Joint Commission or the Medicare conditions of participation.

(d) Termination or Modification in the Event of Government Action.

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 thirty (30) calendar days after one party notifies the other of such fact. 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 alignment 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 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.

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 Compliance. The Compliance Officer of either party, on advice of legal counsel, may terminate the Agreement at any time upon notice to the other party (within the limits of Section 5.2(b)) based upon a determination, in the Compliance Officer's reasonable discretion, that this Agreement presents a compliance risk for that party.
- 5.4 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 and Exhibit 6.2.

ARTICLE 7
INDEMNIFICATION

- 7.1 Indemnification of Hospital by UCSF. UCSF and/or its 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 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.
- (a) 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.

- (b) Each party agrees to notify the other party's Privacy Office or Compliance Officer of the unauthorized access, use, or disclosure of any personally identifiable information, or protected health information known or suspected by such party within two 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 days of detection to the California Department of Public Health (CDPH) and as appropriate, to the Office of Civil Rights (OCR) and Centers for Medicare and Medicaid Services (CMS). Each party's Privacy Office will oversee the required notification to CDPH.
- (c) 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 the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

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

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 UC 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 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 following:

If to UCSF: UCSF Department of Pediatrics
Phil O'Brien
Associate Chair, Finance and Administration
550 16th Street
San Francisco, CA 94143-0110

If to Hospital: Jeanne-Ann Balza
Physician Services Manager
Natividad Medical Center
1441 Constitution Boulevard
Salinas, CA 93906

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 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 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 or, 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. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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 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 Page to Follow]

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")



Neal Cohen
Vice Dean, School of Medicine

Date: 8/10/18

Read and Acknowledged:



Kevin Shannon, M.D.
Interim Chair, Department of Pediatrics

Date: 8/16/18

NATIVIDAD MEDICAL CENTER



Deputy Purchasing Agent

Date: 8/21/18

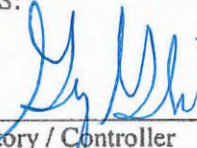
APPROVED AS TO LEGAL
PROVISIONS:



Stacy Saetta, Deputy County Counsel

Date: 8/27/18

APPROVED AS TO FISCAL
PROVISIONS:



Deputy Auditor / Controller

Date: 8/27/18

EXHIBIT 1.1(a)
Child Abuse Specialist Services

UCSF shall provide a board certified child abuse UCSF Physician to act as the Child Abuse Specialist for the Bates Eldredge Child Abuse Clinic. The Child Abuse Specialist will provide the following services:

- A. Provide supervision, direction and expert consultation on cases of physical child abuse and neglect by being available as possible full-time by pager or phone for Hospital pediatricians or forensic nurse practitioner. Estimated need: six to ten (6-10) cases per month. The parties acknowledge and agree that the Hospital does not guarantee any minimum number of cases will be referred to Child Abuse Specialist during the term of this Agreement. The parties understand that the Child Abuse Specialist shall not be expected to perform work at the Bates-Eldredge Child Abuse Clinic, but shall be available for consultation from remote locations by phone or computer.
- B. Participate as available in weekly telemedicine conferences with SCAN/Child Abuse Team (average 1 hr/wk)
- C. Review of photo documentation of all child abuse cases referred to Child Abuse Specialist . Review will be conducted via electronic communication.
- D. Provide training session(s), as reasonably requested by Hospital, for medical and social service providers and assist with Bates-Eldredge program planning to meet National Alliance for Children standards. This activity will be approximately 8-12 hours per year.
- E. Works closely with Hospital's Child Advocacy Center Staff including quarterly peer review and policy meetings (4 hrs per quarter)
- F. Attend National Children's Alliance Director's meeting as schedule permits

EXHIBIT 1.1(b) MONTHLY TIME REPORT



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 Administration and Teaching Services							Other Admin		Non-Productive Hrs			Total	
		00001	00002	00003	00004	00005	00006	00007	00008	00009	00010	00011	00012			
Name:		Direct Patient Care Services	Supervision & Teaching of Nurses & Techs, etc.	Education Review and Other Conferences	Quality Control, Medical Records, Audits	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Adult Non-Physicians	Other Administrative Activities	Clinical	Conferences and Training	PTSD Time Off (Sick/Vacation)	Holiday	Personal	Other Non-Billable Activities	TOTAL HOURS
Dept Name:		Subed. in House Care (PR)	OS-See Call (PR)													
Coat Number:																
Period Ending:																
1	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														
2	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														
3	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														
4	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														
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10	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														
11	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														
12	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														
13	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														
14	Date:	A Hospital & NMC Clinic Time B Non-Hosp & Non-NMC Clinic Time														

SIGN IN BLUE INK

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

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

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

Service Director: _____

Telephone Number: _____ Date: _____

EXHIBIT 4.1
Compensation

1. Compensation. Hospital shall pay UCSF \$46,428.57 for Child Abuse Specialist Services, provided, that UCSF is in compliance with the terms and conditions of this Agreement. Such compensation shall be paid monthly in the amount of Three Thousand Five Hundred Seventy One Dollars and Forty Three Cents (\$3,571.43) per month. UCSF shall not be reimbursed for travel expenses under this Agreement. UCSF warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by Hospital.

2. Timing. Hospital shall pay the Compensation due for 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 services were performed, Hospital shall not be obligated to pay UCSF for 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."

EXHIBIT 6.1
Hospital Insurance

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

1. Professional Medical 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 three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to 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 HOSPITAL shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.
2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of five million dollars (\$5,000,000) per occurrence. 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.
3. 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.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

It should be expressly understood, however, that the coverages required under this Agreement 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) days' advance written notice to UCSF of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT 6.2
UCSF Insurance

UCSF warrants that it maintains a program of self-insurance that covers its activities in connection with this Agreement as follows:

1. Professional Medical 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 three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000).
2. Comprehensive General Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence.
3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.
4. 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 relating to performance.

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

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) days' advance written notice to Hospital of any modification, change or cancellation of any of the above insurance coverages.