

County of Monterey

Board of Supervisors Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901



Meeting Agenda - Final

Friday, June 12, 2026

12:00 PM

**50+ page Advance Reports for the Board of Supervisors meeting on Tuesday,
June 23, 2026 .**

Advance Reports Over 50 Pages

The following reports are scheduled for the Board of Supervisors meeting on Tuesday, June 23, 2026. The reports are being distributed 11 + days prior to the Board of Supervisors meeting due to the large volume of information. These reports are not numbered at this time.

Natividad Medical Center - Consent

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Professional Services Agreement with Ventana Faculty Medical Associates of Monterey County, Inc. to provide family medicine physician and physician assistant services for an amount not to exceed \$500,000 for the period of July 1, 2026 to June 30, 2028; and
- b. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to sign up to three (3) future amendments to the Agreement where the total amendments do not significantly change the scope of work, do not exceed 10% (\$50,000) of the original contract amount, and do not increase the total contract amount above \$550,000.

Attachments: [Board Report](#)
 [Ventana Faculty Medical Associates of Monterey County New Agreement](#)

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Sixth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) for neonatology services, extending the term by three months (August 1, 2026 to October 31, 2026) for a revised full agreement term of April 1, 2021 to October 31, 2026, but with no change to the board approved not to exceed amount of \$2,100,988 in the aggregate; and
- b. Authorize the Chief Executive Officer (CEO) or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,170,988.

Attachments: [Board Report](#)
 [UCSF Dept of Pediatrics Neonatology Services Amendment 6](#)
 [UCSF Dept of Pediatrics Neonatology Services Amendment 5](#)
 [UCSF Dept of Pediatrics Neonatology Services Amendment 4](#)
 [UCSF Dept of Pediatrics Neonatology Services Amendment 3](#)
 [UCSF Dept of Pediatrics Neonatology Services Amendment 2](#)
 [UCSF Dept of Pediatrics Neonatology Services Amendment 1](#)
 [UCSF Dept of Pediatrics Neonatology Services Agreement](#)



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 26-250

June 23, 2026

Introduced: 6/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Professional Services Agreement with Ventana Faculty Medical Associates of Monterey County, Inc. to provide family medicine physician and physician assistant services for an amount not to exceed \$500,000 for the period of July 1, 2026 to June 30, 2028; and
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SUMMARY:

Natividad Medical Center (NMC) must ensure the availability of qualified providers to care for hospitalized patients and those who present to the emergency department, outpatient and hospital clinics, the Mental Health Unit, and the County Juvenile Hall. Entering into a new agreement with Ventana Faculty Medical Associates of Monterey County, Inc. will allow Natividad Medical Center (NMC) to provide consistent physician and physician assistant coverage across these areas, ensuring continuity of care and supporting the operational needs. These services are essential to meeting patient-care demands, maintaining regulatory compliance, and supporting the hospital's teaching mission.

DISCUSSION

Natividad Medical Center (NMC) wishes to enter into a new agreement with Ventana Faculty Medical Associates of Monterey County, Inc. to provide family medicine physicians and physician assistant services, including inpatient and outpatient care, resident supervision within the Family

Practice Residency Program, coverage for the County NIDO Clinic, and physician assistant services in the Mental Health Unit and the County Juvenile Hall with physician oversight provided by Ventana Faculty Medical Associates of Monterey County, Inc.

Natividad Medical Center (NMC) has obtained an independent opinion of fair market value supporting the payment terms of this agreement.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to legal form, and the Auditor-Controller has reviewed and approved as to fiscal provisions. The agreement has also been reviewed and approved by Natividad Medical Center’s (NMC) Finance Committee and by its Board of Trustees.

FINANCING:

The cost for this agreement is \$500,000 for the period of July 1, 2026 to June 30, 2028 of which \$250,000 is included in the FY 2026-27 Recommended Budget. Amounts for the remaining years of the agreement will be included in those budgets as appropriate. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

The services rendered in this agreement are required for Natividad Medical Center’s (NMC) Family Medicine Residency Program and provide Natividad Medical Center with the additional support it needs in order to provide reliable and high-quality patient care, which improves the health and quality of life for patients and their families.

- Well-Being and Quality of Life
- Sustainable Infrastructure for Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Administrative

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506

Approved by: Charles R. Harris, Chief Executive Officer, 783.2551

Attachment(s):

- Board Report
- Agreement

Attachments on file with the Clerk of the Board



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Approved by: Charles R. Harris, Chief Executive Officer, 783.2551

Attachment(s):

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Agreement

Attachments on file with the Clerk of the Board

PROFESSIONAL SERVICES AGREEMENT

by and between

COUNTY OF MONTEREY (“County”)

on behalf of

NATIVIDAD MEDICAL CENTER (“Hospital”)

and

**VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC.
 (“Contractor”)**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of July 1, 2026, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC., a California corporation (“**Contractor**”). County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics, including the Natividad Immunology Division Outpatient (NIDO) Clinic (collectively, the “**Clinic**”) under its acute care license.

B. Contractor is a professional corporation organized under the laws of the State of California (the “**State**”). Hospital desires to retain Contractor to provide professional services and certain administrative services through qualified physicians (collectively, the “**Group Physicians**” and each, a “**Group Physician**”) and advanced practice practitioners (collectively, the “**Group APPs**” and each, a “**Group APP**”) who are employed or otherwise engaged by Group (collectively, the “**Group Providers**” and each, a “**Group Provider**”). Each Group Physician is board certified, or is otherwise in compliance with the board certification requirements set forth in the Hospital’s medical staff (“**Medical Staff**”) bylaws, for the practice of medicine in the specialty of family medicine (the “**Specialty**”) and is a physician duly licensed and qualified to practice medicine in the State of California (the “**State**”). Each Group APP is trained and/or experienced in the Specialty, or in another specialty as deemed fit by Hospital, or is otherwise in compliance with the certification requirements set forth in the Hospital’s advanced practice professional staff (“**APP Staff**”).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (“**ED**”), who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital’s operating room and/or who present to Hospital’s Clinic (collectively, the “**Patients**”), without regard to any consideration other than medical condition.

D. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor’s duties as contemplated by this Agreement.
2. Contractor’s qualifications.
3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.
4. The benefits to Hospital’s community resulting from Contractor’s performance of the services described in this Agreement.

5. The economic conditions locally and in the health care industry generally.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. CONTRACTOR'S OBLIGATIONS

1.1 Professional Services. Contractor shall provide the professional services in the Specialty (the "**Professional Services**") to Patients, upon the terms and subject to the conditions set forth in this Agreement.

(a) With respect to Family Medicine Residency Program, Contractor shall provide Professional Services as scheduled by the Family Medicine Program Director in the Hospital's Labor and Delivery Unit (the "**L&D Services**").

(b) Contractor shall provide Professional Services to Clinic Patients on a schedule mutually agreed to by the parties from time to time ("**Clinic Services**").

(c) With respect to the Natividad Immunology Division Outpatient Clinic, Contractor shall provide Professional Services as scheduled by Clinic, initially one (1) Half Day per week (the "**NIDO Clinic Services**"). For purposes of this Agreement, a "**Half Day**" shall mean a minimum of four (4) hours.

(d) With respect to the Central Coast Respite Center located at 780 Hamilton Avenue, Seaside, CA 93955 (the "**Respite Center**"), Contractor shall ensure a Group Physician is available for the medical care and medical direction of the Respite Center, (the "**Respite Center Services**"). Such Respite Center Services shall be performed remotely and in accordance with a schedule mutually agreed to by the Parties.

1.2 H&P Exams.

(a) Contractor shall also ensure that one (1) Group Physician or a physician assistant who is licensed by the Physician Assistant Examining Committee of the Division of Advanced Practice Professionals of the Medical Board of California (or any successor licensing authority) and, due to his or her professional training and experience is capable of rendering physician assistant services in accordance with 16 C.C.R. Section 1399.540 et seq., or a successor rule or regulations ("**PA**") is available on a 24/7 on-call basis to perform history and physical exams as needed in the Hospital's Mental Health Unit (the "**H&P Exams**").

(b) Contractor shall provide a Group Physician for the supervision of the PA providing the H&P Exams (the "**H&P Exams Supervision Services**") in accordance with all applicable Laws and all applicable bylaws, rules and regulations of the Hospital's Medical Staff. Such H&P Exams Supervision Services shall not exceed six (6) hours per month.

1.3 Juvenile Hall Services.

(a) Contractor shall ensure that one (1) PA is available on a twenty-four (24) hour per day, seven (7) day per week on-call basis to provide Professional Services at the Monterey County Juvenile Hall located at 1420 Natividad Road, Salinas, California 93906 (“**Juvenile Hall**”) and be on-site a minimum of two (2) four (4) hour shifts per week (“**Physician Assistant Services**”). Contractor shall ensure that the PA is trained and/or experienced in the Specialty, or in another specialty as deemed fit by Hospital and shall be a member in good standing of Hospital’s advanced practice professional staff (“**APP Staff**”) and maintain the appropriate licensure, qualifications and certifications required in accordance with applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, “**Laws**”) and bylaws, rules and regulations of the APP Staff. To the extent Physician Assistant Services are billable to a third-party payor, Section 2.2 of the Agreement shall govern the billing and collection of all such Physician Assistant Services.

(b) Contractor shall provide a Group Physician to provide supervision of PAs providing the Physician Assistant Services at the Juvenile Hall (the “**Supervision Services**”) in accordance with all applicable Laws and all applicable bylaws, rules and regulations of the Hospital’s medical staff (the “**Medical Staff**”). Contractor shall ensure that the Group Physician providing the Supervision Services is available by telephone at all times when the PA is providing Professional Services at Juvenile Hall and review and sign at least ten (10) medical records per month.

(c) Contractor shall also provide a Group Physician to provide certain administrative services at the Juvenile Hall, including, without limitation attending quarterly and annual meetings, reviewing applicable policies for annual inspection and reviewing and inspecting emergency kits (“**Administrative Services**”).

(d) Contractor shall use its best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet the Juvenile Hall’s needs for the Physician Assistant Services, Supervision Services and Administrative Services.

1.4 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.4** (collectively, the “**Teaching Services**”). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.5 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.5** (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Clinic Services, NIDO Clinic Services, H&P Exams, H&P Exams Supervision Services, Physician Assistant Services, Supervision Services, Administrative Services, Teaching Services, and Additional Services are sometimes referred to collectively in this Agreement as the “**Services**.”

1.6 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services and Additional Services as reasonably requested by Hospital from time to time.

1.7 Availability. On or before the first (1st) day of each month, Contractor shall inform Hospital of Group Providers’ schedule of availability to perform the Services during the

following month. Group Providers shall use their best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.8 Absences. In the event Contractor is unable to perform the obligations under this Agreement for any justifiable cause, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. Contractor shall notify the Service Director or his/her designee in writing and in accordance with Hospital Rules and ED Policies. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.9 Time Reports. Contractor 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 1.9**. Contractor 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.

1.10 Medical Staff. Each Group Provider shall be a member in good standing and active on the Hospital's Medical Staff and have and maintain all clinical privileges at Hospital necessary for the performance of Group Provider's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), any Group Provider is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Group Provider's obligations hereunder, such Group Provider shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that such Group Provider diligently pursues such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws; and provided, however, that, at all times, Group Provider has been granted privileges to perform the Services. Any Group Provider may obtain and maintain medical staff privileges at any other hospital or health care facility at Group Provider's sole expense.

1.11 Professional Qualifications. Each Group Provider shall have and maintain an unrestricted license to practice medicine in the State. Each Group Physician shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Each Group Physician shall have and maintain a valid and unrestricted United States Drug Enforcement Administration ("DEA") registration.

1.12 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor and each Group Provider shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.13 Performance Standards. Contractor and each Group Provider shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the “**Hospital Rules**”), and all protocols applicable to the Services or the Hospital (the “**Protocols**”).

1.14 Code of Conduct. Contractor hereby acknowledges receipt of Hospital’s Code of Conduct which is attached to this Agreement as **Exhibit 1.14** (the “**Code**”), and agrees that Contractor and each Group Provider has been given ample opportunity to read, review and understand the Code. With respect to Contractor’s and the Group Providers’ business dealings with Hospital and their performance of the Services described in this Agreement, neither Contractor nor any Group Provider shall act in any manner which conflicts with or violates the Code, nor cause another person to act in any manner which conflicts with or violates the Code. Contractor and each Group Provider shall comply with the Code as it relates to their business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.15 Continuing Medical Education. Contractor shall ensure that each Group Provider participates in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.16 Use of Space. Contractor and each Group Provider shall use Hospital’s premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital’s prior written consent.

1.17 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor or any Group Provider becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “**Federal Health Care Programs**”) or state equivalent, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) the medical staff membership or clinical privileges of any Group Provider at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) any Group Provider becomes the subject of any suit, action or other legal proceeding arising out of Contractor’s professional services;

(d) any Group Provider voluntarily or involuntarily retires from the practice of medicine;

(e) any Group Provider’s license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

- (f) Contractor or any Group Provider is charged with or convicted of a criminal offense;
- (g) Contractor changes the location of Contractor's office;
- (h) any act of nature or any other event occurs which has a material adverse effect on Contractor's or any Group Provider's ability to provide the Services; or
- (i) Contractor or any Group Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.18 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) no Group Provider's license to practice medicine in any state has ever been suspended, revoked or restricted; (b) neither Contractor nor any Group Provider has ever been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) neither Contractor nor Group Provider has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) no Group Provider has ever been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) no Group Provider's medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) no Group Provider has ever been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.19 Nondiscrimination. Neither Contractor nor any Group Provider shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.20 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.21 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor and Group Providers shall comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.22 Medical Records and Claims.

(a) Contractor shall ensure that each Group Provider prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and

regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.22(b) shall survive the expiration or termination of this Agreement.

1.23 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.24 Group Providers.

(a) Contractor shall employ, contract with, or otherwise engage Group Providers. Contractor has initially engaged those Group Providers listed (and identified by NPI number) on **Exhibit 1.24(a)** to provide the Services, which Group Providers are hereby approved and accepted by Hospital.

(b) Contractor may from time to time engage one (1) or more additional Group Providers (including locum tenens physicians) to provide the Services under this Agreement, subject to Hospital's prior written approval, which approval may be given, withheld or conditioned by Hospital in its sole discretion. Requests for a new Group Provider will be made in the form of a Pre-Application to Medical Staff. In the event Hospital withholds approval with respect to any additional Group Provider, such Group Provider shall not be entitled to any "fair hearing" or any other hearing or appellate review under any provision of the Medical Staff Bylaws, unless Hospital determines that the withholding of approval is reportable to any state's medical board or other agency responsible for professional licensing, standards or behavior.

(c) Contractor shall ensure that, during the term of this Agreement, any and all Group Providers (including locum tenens physicians) providing the Services satisfy the professional standards and qualifications set forth in this Article I of this Agreement.

(d) Contractor shall provide prompt written notice to Hospital in the event any Group Provider resigns, is terminated by Contractor, or otherwise ceases to provide the Services.

(e) Contractor shall ensure that the Services are performed only on the Hospital's premises by Group Providers who have been approved and accepted by Hospital, and have not been removed in accordance with this Agreement.

(f) Contractor shall cause each Group Provider providing the Services to comply with all obligations, prohibitions, covenants and conditions imposed on Contractor pursuant to this Agreement. Contractor shall cause each Group Provider to execute and deliver to Hospital a letter of acknowledgment in the form attached as **Exhibit 1.24(f)** prior to providing any Services under this Agreement.

ARTICLE II. **COMPENSATION**

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the "**Compensation**"), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Five Hundred Thousand Dollars (\$500,000).

2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor or any Group Provider under this Agreement (the "**NMC Services**"). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.**

Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor or any Group Provider for NMC Services rendered by Contractor or any Group Provider pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor or any Group Provider pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that

they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to

indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate

Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor

arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

- (i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a "**Managed Care Organization**") designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

- (iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or
- (iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 Evidence of Coverage. Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Hospital’s Medical Staff Office, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Hospital’s Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor’s or Group Provider’s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor’s sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance,** covering Contractor and each Group Provider with coverage of not less than One-Million Dollars (\$1,000,000) per physician per occurrence and Three-Million Dollars (\$3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital’s Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Group Provider is procured on a “Claims Made” rather than “Occurrence” basis, then Contractor and Group Provider shall either continue such coverage or obtain extended reporting coverage (“**Tail Coverage**”), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue

in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **Commercial general liability insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(c) **Business automobile liability insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(d) **Workers' Compensation Insurance**, if Contractor employs others in the performance of this Agreement, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor and Group Providers complete their performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Group Providers, and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor and each Group Provider shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor and each Group Provider shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor’s or Group Providers’ performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. “Contractor’s performance” includes Contractor’s and Group Providers’ acts or omissions and the acts or omissions of Contractor’s officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor and Group Providers, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or any Group Provider shall be construed to make or render Contractor or any Group Provider the agent, employee or servant of County. Contractor and each Group Provider agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney’s fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital’s retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties’ obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor and each Group Provider is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's and Group Provider's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor or Hospital and any Group Provider. No Group Provider shall hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service ("**IRS**") or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or any Group Provider with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with any Group Provider.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's or any Group Provider's professional medical judgment or the methods by which Contractor or any Group Provider performs professional medical services; provided, however, that Contractor and Group Providers shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor and the Group Providers shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or the Group Providers best qualified to deliver medical services to any particular patient; provided; however, that neither Contractor nor any Group Provider shall refer any Hospital patient to any provider or health care services which either Contractor or any Group Provider knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor or Hospital and the Group Providers, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor, Group Provider or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an “**Action**”) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital’s compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor’s Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital’s Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or any Group Provider to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Contractor and its subcontractors related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

ARTICLE V.
TERM AND TERMINATION

5.1 Term. This Agreement shall become effective on July 1, 2026 (the “**Effective Date**”), and shall continue until June 30, 2028 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or any Group Provider where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) neglect of professional duty by Contractor or any Group Provider in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital’s policies, rules or regulations;

(c) there is a “substantial change” in Contractor which has not received prior written approval or subsequent ratification by Hospital. The retirement, withdrawal, termination, or suspension of one (1) or more Group Providers of Contractor at any time during the term of this Agreement shall be considered to be a “substantial change” in Contractor only if there is a reduction in hours equivalent to in excess of one full-time Group Provider. Notwithstanding anything in the foregoing to the contrary, the retirement, withdrawal, termination, or suspension of any single Group Provider of Contractor shall not constitute a “substantial change” in Contractor as that term is used herein;

(d) breach by Contractor or any Group Provider of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(e) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(f) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(g) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(h) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) 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.

(b) 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.

(c) 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 Contractor or any Group Provider 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 Contractor or any Group Provider 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 Contractor or any Group Provider;
- (vi) subject Hospital or Contractor, any Group Provider, 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.

(d) 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.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, (ii) those rights and obligations which expressly survive termination or expiration of this Agreement, and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's and Group Providers' care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician;

(b) upon Hospital's request, Contractor and any Group Provider shall immediately vacate the premises, removing any and all of Contractor's and Group Providers' personal property, and Hospital may remove and store, at Contractor's expense, any personal property that either Contractor or any Group Provider has not so removed;

(c) Contractor and Group Providers shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's or Group Providers' possession or under Contractor's or Group Providers' control;

(d) Contractor and Group Providers shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital;

(e) The expiration or termination of this Agreement shall not entitle Contractor or Group Providers to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Immediate Removal of Group Providers. Contractor shall immediately remove any Group Provider from furnishing Services under this Agreement who:

(a) has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(b) has his or her license to practice medicine in the State, DEA registration denied, suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) is convicted of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to Professional Services or the practice of medicine;

(d) is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;

(e) fails to satisfy any of the standards and qualifications set forth in Sections 1.10, 1.11, 1.13 and 1.15 of this Agreement; or

(f) fails to be covered by the professional liability insurance required to be maintained under this Agreement.

5.8 Removal of Group Providers upon Hospital Request. Upon written request by Hospital, Contractor shall immediately remove any Group Provider from furnishing Services under this Agreement who:

(a) engages in conduct that, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital;

(b) fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;

(c) is unable to perform services as required under this Agreement for more than thirty (30) days in the aggregate over any three (3) month period; or

(d) within a twelve (12) month period, has two (2) or more medical malpractice judgments filed against him or her, or he or she becomes the subject of two (2) or more proceedings by the Medical Staff regarding the performance of professional medical services.

5.9 Effect of Removal. Upon the removal of a Group Provider pursuant to Section 5.7 or Section 5.8 of this Agreement, Contractor shall employ, contract with, or otherwise engage, at its cost and expense, a qualified substitute for the removed Group Provider, or shall demonstrate to Hospital's satisfaction Contractor's ability to continuously perform the Services without such a substitute. Failure to take such action shall constitute a material breach of this Agreement, subject to Section 5.2. Nothing herein shall be construed to limit Hospital's rights under Section 5.2 or any other provision of this Agreement.

5.10 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's or any Group Provider's possession or under Contractor's or any Group Provider's control.

5.11 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI. **GENERAL PROVISIONS**

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor and Group Providers shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, “HIPAA,” the obligations collectively referred to herein as “HIPAA Obligations”), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor and Group Providers shall comply with all Laws applicable to Contractor and Group Providers, the provision of the Services, or the obligations of Contractor and Group Providers under this Agreement, including without limitation laws that require Contractor or any Group Provider to disclose any economic interest or relationship with Hospital. Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws. Contractor and Group Providers shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, a copy of this Agreement and Contractor’s books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor’s failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor and Group Providers may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. “**Trade Secrets**” includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. “**Confidential Information**” includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor or Group Providers, or to which Contractor or Group Providers may gain access in the performance of the Services under this Agreement, or which Contractor or any Group Provider knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient’s individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital’s or any Affiliate’s possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Contractor nor any Group Provider shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor and Group Providers shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor and any Group Provider protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor and Group Providers prepare, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital’s premises.

(c) Contractor and Group Providers shall return to Hospital all Confidential Information and all copies thereof in Contractor’s and Group Providers’ possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Neither Contractor nor any Group Provider shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor or any Group Provider shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor’s or any Group Provider’s immediate family members, in any entity providing “designated health services” (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor or any Group Provider under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor and Group Providers shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “Dispute”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “Dispute Notice”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “Meet and Confer”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“JAMS”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “Arbitration Notice”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

- (ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.
- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.
- (viii) Except as set forth in Section 6.9 (b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall ensure that no Group Provider accepts consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that no Group Provider accepts similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which a Group Provider served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) “days” shall be considered “calendar days;” (ii) “months” shall be considered “calendar months;” and (iii) “including” means “including, without limitation” in this Agreement and its exhibits and attachments.

6.18 New Group Providers. Each new Group Provider shall agree in writing to be bound by the terms of and conditions of this Agreement.

6.19 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor’s duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor’s or Group Providers’ duties under this Agreement.

6.20 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.21 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

If to Contractor, addressed to:

VENTANA FACULTY MEDICAL ASSOCIATES OF
MONTEREY COUNTY, INC.
Post Office Box 2879
Salinas, CA 93902

6.22 Participation in Federal Health Care Programs. Contractor hereby represents that neither it nor any Group Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.23 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.24 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.25 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.26 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[signature page follows]

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC., a California corporation

Signed by:
By: Wendell Harry
7A09F354FD0B496...

Date: 5/26/2026 | 11:26 AM PDT

Its President/CEO

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 5/27/2026 | 3:22 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Andrew Valentine
25834C99491E449...
Deputy Auditor/Controller

Date: 5/28/2026 | 1:54 PM PDT

Exhibit 1.4

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor 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

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;
2. participate in utilization review programs, as reasonably requested by Hospital;
3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;
4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;
6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;
7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations;
8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;
9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and
10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

Exhibit 1.9

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)



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 Patient Care Services			Hospital Administrations and Teaching Services								Other Admin		Non-billable Activities			Total
		00001			00002	00003	00004	00005	00006	00007	00008	00009		00010		00011	00012	
		Sched. IP/ OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	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	
														Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Re-search		
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																
5	Date:	A Hospital & NMC Clinic Time																
		B. Non-Hosp & Non-NMC Clinic Time																
6	Date:	A Hospital & NMC Clinic Time																
		B. Non-Hosp & Non-NMC Clinic Time																
7	Date:	A Hospital & NMC Clinic Time																
		B. Non-Hosp & Non-NMC Clinic Time																
8	Date:	A Hospital & NMC Clinic Time																
		B. Non-Hosp & Non-NMC Clinic Time																
9	Date:	A Hospital & NMC Clinic Time																
		B. Non-Hosp & Non-NMC Clinic Time																
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

SIGN IN BLUE INK

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

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

Provider: _____

Service Director: _____

Telephone Number: _____ Date: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

Exhibit 1.14



MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	Number: MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.
2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.
6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.
8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.
2. Falsification of medical records, including timekeeping records and other Natividad documents.
3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.
8. Harassment
 - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
 1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
 2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
 3. Otherwise adversely affects an individual's employment opportunity.
 - b. Harassing conduct includes, but is not limited to:
 1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or

sexual orientation.

2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.
10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.



MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	Effective: 05/09 Reviewed/Revised: 12/22
Standard: MSP004-2	Approved: MEC 12/22 BOT 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name _____

Signature: _____

Date: _____

Exhibit 1.24(a)

GROUP PROVIDERS

[List Approved Group Providers Below]

Group Provider	NPI Number
Wendell M. Harry MD	1508956889
Cristobal Alcaraz PA	1184634677
Kong, Anna W., MD	1548649361
Eva Campos, DO	1619594421

Exhibit 1.24(f)

LETTER OF ACKNOWLEDGEMENT

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906

I acknowledge that NATIVIDAD MEDICAL CENTER ("*Hospital*") and VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC. ("*Contractor*") have entered into a Professional Services Agreement ("*Agreement*") under which Contractor shall perform specified Services (as defined in the Agreement), and that I have been engaged by Contractor to provide Professional Services as a "*Group Provider*" (as defined in the Agreement). In consideration of Hospital's approval of me as a Group Provider eligible to furnish the Services, I expressly:

1. Acknowledge that I have read those portions of the Agreement referenced in this Letter of Acknowledgement, and agree to abide by and comply with all of the requirements of the Agreement applicable to Group Providers;

2. Acknowledge that I have read the Code, and agree to abide by and comply with the Code as they relate to my business relationship with Hospital or any Affiliates, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind;

3. Acknowledge that I have no employment, independent contractor or other contractual relationship with Hospital, that my right to practice at Hospital as a Group Provider is derived solely through my employment or contractual relationship with Contractor;

4. Acknowledge that upon the expiration or termination of the Agreement for any reason, or the termination of my employment or other affiliation with Contractor for any reason, my clinical privileges to provide Professional Services and my Medical Staff membership if such clinical privileges are the only privileges I hold, will each immediately be relinquished, without any action on the part of Hospital and/or the Medical Staff;

5. Acknowledge that, with regard to all of the foregoing, I will not be entitled to any “fair hearing” or any other hearing or appellate review under any provision of the Medical Staff Bylaws, unless Hospital determines that my removal, or the termination of my right to provide Professional Services, as applicable, is reportable to any state’s medical board or other agency responsible for professional licensing, standards or behavior, and hereby waive any right to demand or otherwise initiate any such hearing or appellate review under any provision of the Medical Staff Bylaws.

Sincerely,

Name of Group Provider

Exhibit 2.1

COMPENSATION

1. **L&D Services.** Hospital shall pay to Contractor an amount of One Hundred Forty-Five Dollars (\$145) per hour for those Professional Services rendered by Contractor to Patients while physically present at Hospital or Clinic; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Clinic Services.** Hospital shall pay to Contractor an amount of One Hundred Forty-Five Dollars (\$145) per hour for those Clinic Services; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

3. **NIDO Services.** Hospital shall pay to Contractor an amount of One Hundred Forty-Five Dollars (\$145) per hour for those NIDO Services rendered by Contractor to Patients while physically present at Hospital or Clinic; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

4. **Respite Center Services.** Hospital shall pay Contractor an amount equal to Six Hundred Dollars (\$600) per week for those Respite Center Services provided by Physicians under this Agreement and One Hundred Fifty Dollars (\$150) per hour for each hour over four (4) hours per week.

5. **H&P Exams.** Hospital shall pay Contractor One Hundred Ten Dollars (\$110) per H&P Exam that is performed as needed in the inpatient Mental Health Unit by a PA, not to exceed an amount equal to Eighty-Nine Thousand Four Hundred Ten Dollars (\$89,410) per Contract Year. For purposes of this Agreement, “**Contract Year**” shall mean each consecutive twelve (12) month period beginning on the Effective Date during the term of this Agreement.

6. **H&P Exams Supervision Services.** Hospital shall pay Contractor One Hundred Forty-Five Dollars (\$145) per hour for H&P Exams Supervision Services rendered according to the terms and conditions of this Agreement.

7. **Physician Assistant Services.**

(a) **For the period July 1, 2026 to June 30, 2027,** Hospital shall pay to Contractor an amount equal to One Hundred Eight Thousand Three Hundred Seventy-Six Dollars (\$108,376) per Contract Year for Physician Assistant Services provided in the Juvenile Hall under this Agreement, such compensation shall be paid monthly in amount equal to Nine Thousand Thirty-One Dollars (\$9,031); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

(b) **For the period July 1, 2027 to June 30, 2028,** Hospital shall pay to Contractor an amount equal to One Hundred Twelve Thousand Seven Hundred Eleven Dollars (\$112,711) per Contract Year for Physician Assistant Services provided in the Juvenile Hall under this Agreement, such compensation shall be paid monthly in amount equal to Nine

Thousand Three Hundred Ninety-Three Dollars (\$9,393) provided; however, that Contractor is in compliance with the terms and conditions of this Agreement.

8. **Supervision and Administrative Services.**

(a) Hospital shall pay Contractor One Thousand Dollars (\$1,000) per month for Supervision Services provided by Group Physicians under this Agreement,

(b) Hospital shall pay Contractor Two Hundred Fifty Dollars (\$250) per month for Administrative Services provided for Juvenile Hall, not to exceed Three Thousand Dollars (\$3,000) per Contract Year. In the event that Contractor provides less than thirty (30) hours of Administrative Services per Contract Year, Hospital shall deduct One Hundred Dollars (\$100) per hour for each hour of Administrative Service not provided by Contractor during such Contract Year.

9. **Professional Liability Reimbursement.** In the event Contractor does not purchase the professional liability insurance set forth in Article III of the Agreement, Hospital will deduct the then-current monthly premium as set forth in this **Exhibit 2.1**, adjusted by actual number of days worked, from the monthly invoice to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. These rates represent the then-current rates and are subject to change.

Provider	Specialty	Daily	Month NTE
Physician Group 4A	Family Medicine w/OB	\$21.90	\$666.00
Physician Group 3	Family Medicine w/o OB	\$9.75	\$296.50
Physician Assistant		n/a	\$113.85

10. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor’s submission of the monthly invoice of preceding month’s activity and time report in accordance with this Agreement; provided, however, that if Contractor 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 Contractor 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 6.3**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective July 1, 2026 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC. (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law , or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Ventana Faculty Medical Associates of Monterey County, Inc.
Post Office Box 2879
Salinas, CA 93902
Attn: Wendell Harry
Fax: (563) 204-6022

If to Covered Entity, to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd.
Salinas, California 93906
Attention: Compliance Officer
Fax: 831.755.6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**VENTANA FACULTY MEDICAL ASSOCIATES
OF MONTEREY COUNTY, INC.**

Signed by:
By: Wendell Harry
7A09F354FD0B496...

Print Name: Wendell Harry

Print Title: President/CEO

Date: 5/26/2026 | 11:26 AM PDT

**COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER**

By: _____

Print Name: Charles R. Harris, M.D.

Print Title: Chief Executive Officer

Date: _____



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 26-251

June 23, 2026

Introduced: 6/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Sixth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) for neonatology services, extending the term by three months (August 1, 2026 to October 31, 2026) for a revised full agreement term of April 1, 2021 to October 31, 2026, but with no change to the board approved not to exceed amount of \$2,100,988 in the aggregate; and
- b. Authorize the Chief Executive Officer (CEO) or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,170,988.

RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Sixth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) for neonatology services, extending the term by three months (August 1, 2026 to October 31, 2026) for a revised full agreement term of April 1, 2021 to October 31, 2026, but with no change to the board approved not to exceed amount of \$2,100,988 in the aggregate; and
- b. Authorize the Chief Executive Officer (CEO) or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,170,988.

SUMMARY:

Natividad Medical Center (NMC) seeks approval to amend its agreement with the Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to extend the contract term and ensure uninterrupted neonatology services for the Neonatal Intensive Care Unit (NICU). The amendment provides a three-month extension to allow continued physician coverage and medical oversight. There is no change to the Agreement's not-to-exceed amount.

DISCUSSION:

Natividad Medical Center’s Level III NICU relies on specialized neonatology services to provide stabilization, intensive care, and ongoing management for critically ill and high-risk newborns. Through this agreement, the Regents of the University of California, on behalf of UCSF, provide 24/7 neonatologist coverage, medical direction, and clinical leadership essential to maintaining patient safety, regulatory compliance, and high-quality clinical outcomes.

This three-month extension is necessary to maintain continuity of neonatology services while Natividad Medical Center negotiates a new agreement for neonatology physician coverage. The additional time ensures uninterrupted physician services without modifying the financial terms of the existing agreement.

The High-Risk Infant Follow-Up (HRIF) program is a required component of Level III NICU operations and ensures that infants at risk for developmental delays receive timely evaluation and coordinated follow-up care. Continuation of these services is critical to meeting State program requirements, supporting long-term infant health, and sustaining NMC’s capacity to care for the region’s most vulnerable newborns. The proposed amendment maintains all existing financial terms, including the not-to-exceed amount, while ensuring continuity of these essential services.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment as to legal form, and the Auditor-Controller has reviewed and approved as to fiscal provisions. The amendment has also been reviewed and approved by Natividad Medical Center’s (NMC) Finance Committee and by its Board of Trustees.

FINANCING:

There is no additional cost associated with this amendment. The total cost of this agreement is \$2,100,988 for the period of April 1, 2021 through October 31, 2026. Subsequent amounts will be included in future fiscal years as appropriate. The amendment term is August 1, 2026 through October 31, 2026. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

Partnering with the Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics will enhance the breadth of services now being provided at Natividad Medical Center for children in Monterey and neighboring counties, thus allowing more children and their families to remain closer to home for acute pediatric care.

- Well-Being and Quality of Life
- Sustainable Infrastructure for Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Administrative

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506

Approved by: Charles R. Harris, Chief Executive Officer, 783.2551

Attachment(s):

Board Report

Sixth Amendment

Fifth Amendment

Fourth Amendment

Third Amendment

Second Amendment

First Amendment

Agreement

Attachments on file with the Clerk of the Board



County of Monterey

Item No.

Board Report

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Legistar File Number: A 26-251

June 23, 2026

Introduced: 6/5/2026

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Sixth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) for neonatology services, extending the term by three months (August 1, 2026 to October 31, 2026) for a revised full agreement term of April 1, 2021 to October 31, 2026, but with no change to the board approved not to exceed amount of \$2,100,988 in the aggregate; and
- b. Authorize the Chief Executive Officer (CEO) or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,170,988.

RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or a designee to execute the Sixth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) for neonatology services, extending the term by three months (August 1, 2026 to October 31, 2026) for a revised full agreement term of April 1, 2021 to October 31, 2026, but with no change to the board approved not to exceed amount of \$2,100,988 in the aggregate; and
- b. Authorize the Chief Executive Officer (CEO) or a designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,170,988.

SUMMARY:

Natividad Medical Center (NMC) seeks approval to amend its agreement with the Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to extend the contract term and ensure uninterrupted neonatology services for the Neonatal Intensive Care Unit (NICU). The amendment provides a three-month extension to allow continued physician coverage and medical oversight. There is no change to the Agreement's not-to-exceed amount.

DISCUSSION:

Natividad Medical Center’s Level III NICU relies on specialized neonatology services to provide stabilization, intensive care, and ongoing management for critically ill and high-risk newborns. Through this agreement, the Regents of the University of California, on behalf of UCSF, provide 24/7 neonatologist coverage, medical direction, and clinical leadership essential to maintaining patient safety, regulatory compliance, and high-quality clinical outcomes.

This three-month extension is necessary to maintain continuity of neonatology services while Natividad Medical Center negotiates a new agreement for neonatology physician coverage. The additional time ensures uninterrupted physician services without modifying the financial terms of the existing agreement.

The High-Risk Infant Follow-Up (HRIF) program is a required component of Level III NICU operations and ensures that infants at risk for developmental delays receive timely evaluation and coordinated follow-up care. Continuation of these services is critical to meeting State program requirements, supporting long-term infant health, and sustaining NMC’s capacity to care for the region’s most vulnerable newborns. The proposed amendment maintains all existing financial terms, including the not-to-exceed amount, while ensuring continuity of these essential services.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this amendment as to legal form, and the Auditor-Controller has reviewed and approved as to fiscal provisions. The amendment has also been reviewed and approved by Natividad Medical Center’s (NMC) Finance Committee and by its Board of Trustees.

FINANCING:

There is no additional cost associated with this amendment. The total cost of this agreement is \$2,100,988 for the period of April 1, 2021 through October 31, 2026. Subsequent amounts will be included in future fiscal years as appropriate. The amendment term is August 1, 2026 through October 31, 2026. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

Partnering with the Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics will enhance the breadth of services now being provided at Natividad Medical Center for children in Monterey and neighboring counties, thus allowing more children and their families to remain closer to home for acute pediatric care.

- Well-Being and Quality of Life
- Sustainable Infrastructure for Present and Future
- Safe and Resilient Communities
- Diverse and Thriving Economy
- Administrative

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506

Approved by: Charles R. Harris, Chief Executive Officer, 783.2551

Attachment(s):

Board Report

Sixth Amendment

Fifth Amendment

Fourth Amendment

Third Amendment

Second Amendment

First Amendment

Agreement

Attachments on file with the Clerk of the Board

**SIXTH AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Sixth Amendment to Medical Director and Professional Services Agreement (“Sixth Amendment”) is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and subsequently, a First Amendment with an effective date of April 1, 2023; a Second Amendment with an effective date of April 1, 2024; a Third Amendment with an effective date of April 1, 2025; a Fourth Amendment effective August 1, 2025; and a Fifth Amendment effective August 1, 2025 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until October 31, 2026 (the “Expiration Date”), subject to the termination provisions of this Agreement.”
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Sixth Amendment and shall continue in full force and effect.
4. This Sixth Amendment shall be effective as of August 1, 2026.

[Signature page to follow]

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Sixth Amendment to be signed by its duly authorized office as of the day and year written below.

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

NATIVIDAD MEDICAL CENTER (“Hospital”)

DocuSigned by:
Patrick Ha
BD0E602E82C5446...

Patrick Ha, MD
Vice Dean, Clinical Affairs and Partnerships
UCSF School of Medicine

Date: 05/22/2026

Name: _____
Title: _____

Date: _____

READ AND ACKNOWLEDGED:

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Name: Stacy Saetta
Title: Chief Deputy County Counsel

Date: 5/27/2026 | 3:22 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Andrew Valentine
25834C99491E449...

Name: Andrew Valentine
Title: Auditor-Controller Analyst I

Date: 5/28/2026 | 1:58 PM PDT

**FIFTH AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Fifth Amendment to Medical Director and Professional Services Agreement (“Fifth Amendment”) is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and subsequently, a First Amendment with an effective date of April 1, 2023; a Second Amendment with an effective date of April 1, 2024; a Third Amendment with an effective date of April 1, 2025; and a Fourth Amendment effective August 1, 2025 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments, to modify the billing arrangements for clinical services provided by UCSF for Hospital’s High Risk Infant Follow-up program.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 4.1 is hereby amended and restated to read in its entirety as follows:

“4.1.1 NICU Services.

- (a) Professional Services Fee Schedule. UCSF shall have sole discretion in establishing its professional fees for Professional Services provided in the NICU (“NICU Services”) pursuant to this Agreement; provided, however, that all professional fees shall be competitive with customary local fees for comparable services.
- (b) UCSF Billing. UCSF shall be solely responsible for billing and collecting for NICU Services provided by UCSF Physicians pursuant to this Agreement. UCSF is enrolled with Centers for Medicare and Medicaid Services (CMS), and other federal and state health care programs for reimbursement for services provided to federal and state healthcare beneficiaries.
- (c) Billing Compliance. UCSF shall use its best efforts to comply with all applicable laws, including those of the federal health care programs, customary professional practice, and other third-party payor programs, whether public or private, in connection with billing and coding for NICU Services provided pursuant to this Agreement. UCSF and Hospital shall cooperate in good faith to resolve any billing issues that arise under the Agreement. UCSF shall bill patients and/or appropriate third-party payors in a timely manner.

- (d) Patient Information. Hospital shall take all necessary and reasonable steps to provide sufficient patient information and obtain and provide any required insurance authorization to UCSF for services provided to facilitate UCSF's billing and collecting for NICU Services provided pursuant to this Agreement. Hospital shall provide to UCSF appropriate demographics for billing as well as insurance authorization information including outpatient registration and inpatient registration, including each admission face sheet.
- (e) Separate Billing. Each party shall separately bill all patients for its respective fees and charges, and neither UCSF nor Hospital shall bill for, or have any claim or interest in or to the amounts billed or collected by the other party. UCSF shall cooperate and shall ensure that UCSF Physicians cooperate with Hospital in completing such claim forms for Hospital patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third-party payors.
- (f) Debt Collection Practices. UCSF shall comply and shall use its best efforts to ensure that any collection agency engaged by UCSF, in relation to the NICU Services hereunder, complies with the UCSF's charity care policy.

4.1.2 HRIF Clinic Services. Hospital shall be solely responsible for billing and collecting for Professional Services rendered in the HRIF Clinic by UCSF Physicians pursuant to this Agreement (“HRIF Clinical Services”).”

2. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

“4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the “Guarantee”) between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term “Professional Services Net Collections” shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass-through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term “UCSF Physicians Compensation Expense” shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed \$468,000 per year. The Guarantee is based on UCSF Department of Pediatrics’ fair market value assessment using the Medical Group Management Association (“MGMA”) published rate for a neonatologist of \$338,686 (median) and \$410,162 (75th tile).”

3. Section 4.3.6 is hereby amended and restated to read in its entirety as follows:

“4.3.6 Fee for HRIF Clinical Services. Hospital shall pay UCSF at a rate of \$213.62 per hour for the HRIF Clinical Services rendered by UCSF Physicians under this Agreement.”

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Fifth Amendment and shall continue in full force and effect.
5. This Fifth Amendment shall be effective as of August 1, 2025.

[Signature page to follow]

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Fifth Amendment to be signed by its duly authorized office as of the day and year written below.

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

NATIVIDAD MEDICAL CENTER (“Hospital”)

DocuSigned by:
Patrick Ha
BD0E602E82C5446...

Patrick Ha, MD
Vice Dean, Clinical Affairs and Partnerships
UCSF School of Medicine

Date: 7/23/2025

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

DocuSigned by:
Andrea J. Rosenberg, Assistant Administrator, Operations & Support
69FE3A7515BA4AD...

Name: Andrea J. Rosenberg, Assistant Administrator, Operations & Support
Title: Assistant Administrator

Date: 7/24/2025 | 1:47 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Name: Stacy Saetta
Title: Chief Deputy County Counsel

Date: 7/23/2025 | 1:22 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Name: Patricia Ruiz
Title: Auditor Controller Analyst I

Date: 7/23/2025 | 1:34 PM PDT



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-15194 ; Amendment No.: 4

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Fourth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) increasing the neonatology services, extending the term by four months (April 1, 2026 to July 31, 2026) for a revised full agreement term of April 1, 2021 to July 31, 2026, and adding \$132,988 for a revised total not to exceed amount of \$2,100,988 in the aggregate; and
- b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,170,988.

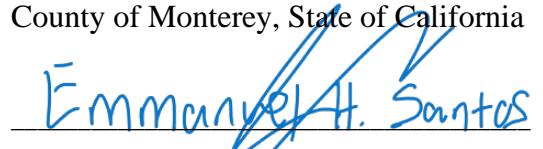
PASSED AND ADOPTED on this 1st day of July 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
 NOES: None
 ABSENT: None

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 July 1, 2025.

Dated: July 2, 2025
 File ID: A 25-271
 Agenda Item No.: 22

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


 Emmanuel H. Santos, Deputy

**FOURTH AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment to Medical Director and Professional Services Agreement (“Fourth Amendment”) is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and subsequently, a First Amendment with an effective date of April 1, 2023; a Second Amendment with an effective date of April 1, 2024; and a Third Amendment with an effective date of April 1, 2025 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments, to include clinical services for Hospital’s High Risk Infant Follow-up program.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. The following language is added as a new Section 1.1(c), High Risk Infant Follow-up Program:

“(c) High Risk Infant Follow-Up program (HRIF) Clinical Services. The UCSF Physician providing HRIF clinical services shall be identified in Exhibit 1.1 by mutual agreement of the parties, keep monthly time logs submitted to the Hospital and shall provide twelve (12) hours per –week , but not to exceed sixty (60) hours per month in HRIF clinical services, described in Exhibit 1.1a of this Agreement. The total hours of HRIF clinical services provided by UCSF shall not exceed six hundred twenty four (624) hours per year.”

2. A new Section 4.3.6, Fee for HRIF Clinical Services:

“Fee for HRIF Clinical Services is \$213.62 per hour equaling \$11,108 per month for the HRIF clinical services rendered by UCSF Physicians under this Agreement. The payments for the HRIF clinical services shall not exceed \$193,300 per contract year and is subject to quarterly billing and payment reconciliation by the parties in Section 4.3.2.”

3. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

“4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the aggregate sum of \$2,100,988.

4. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

“4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the “Guarantee”) between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term “Professional Services Net Collections” shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term “UCSF Physicians Compensation Expense” shall mean the sum of (i) 2.3 FTE of Pediatric Neonatology and HRIF clinical services total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed \$600,988 per year (August 1, 2025 to July 31, 2026). The Guarantee is based on UCSF Department of Pediatrics’ fair market value assessment using the Medical Group Management Association (“MGMA”) published rate for a neonatologist of \$346,322 (median) and \$419,178 (75th tile).”

5. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until July 31, 2026 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

6. Exhibit 1.1a, HRIF Services, as attached to this Amendment 4, is added to the Agreement and incorporated herein.
7. Exhibit 1.1b, HRIF Clinical Services Timesheet, as attached to this Amendment 4, is added to the Agreement and incorporated herein.
8. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Fourth Amendment and shall continue in full force and effect.
9. This Fourth Amendment shall be effective as of August 1, 2025.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Fourth Amendment to be signed by its duly authorized office as of the day and year written below.

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

NATIVIDAD MEDICAL CENTER (“Hospital”)

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 6/6/2025

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

DocuSigned by:
Charles Harris
4E1F8E17204448...

Charles Harris
Name: Charles Harris
Title: CEO

Date: 7/10/2025 | 3:59 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECC1E99F44A8...

Stacy Saetta
Name: Stacy Saetta
Title: Chief Deputy County Counsel

Date: 6/9/2025 | 5:31 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Patricia Ruiz
Name: Patricia Ruiz
Title: Auditor Controller Analyst I

Date: 6/10/2025 | 1:59 PM PDT

EXHIBIT 1.1a

HRIF Clinical Services

UCSF, within the context of California's California Children's Services (CCS) program, will provide a UCSF Physician who leads and oversees the High Risk Infant Follow-up (HRIF) program, ensuring the coordinated follow-up and care of high-risk infants after their discharge from a CCS-approved Neonatal Intensive Care Unit (NICU). The responsibilities of the UCSF Physician providing HRIF clinical services include ensuring compliance with CCS standards, providing medical leadership and support to the HRIF team, and collaborating with other healthcare providers and agencies to ensure comprehensive care for these infants.

The UCSF Physician providing HRIF clinical services: Allison Falck, MD

Responsibilities of Natividad Medical Center HRIF clinical services:

§ **Clinical Leadership and Support:**

- Providing guidance and expertise to the HRIF team
- Patient care- 4 clinics/month x 8 hours/day
- Clinic visit: to include comprehensive history and physical and a developmental assessment at each clinic visit
- **Program Oversight:**
- Ensuring the HRIF program functions according to CCS standards and regulations, including eligibility criteria, service provision, and documentation.

§ **Coordination of Care:**

- Facilitating communication and collaboration between the HRIF team, the child's primary care physician, specialists, and other relevant agencies
- Communication and oversight by County CCS Program or State SCD Office.

§ **Referral and Referral Management:**

- Ensuring proper referrals are made for eligible infants, including referral and service authorization request submissions.

§ **Family Engagement:**

- Collaborating with families to ensure they understand their child's health status, available services, and how to access them.

§ **Quality Improvement:**

- Participating in quality improvement initiatives to enhance the HRIF program and improve patient outcomes.

§ **Policy and Procedure Development:**

- Contributing to the development and implementation of HRIF program policies and procedures.

§ **Data Collection and Reporting:**

- Ensuring accurate data collection and reporting related to HRIF services and outcomes.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15194 ; Amendment No.: 3

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Third Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services extending the term by twelve months (April 1, 2025 to March 31, 2026) for a revised full agreement term of April 1, 2021 to March 31, 2026, and adding \$468,000 for a revised total not to exceed amount of \$1,968,000 in the aggregate; and
- b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than ten percent 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,038,000.

PASSED AND ADOPTED on this 18th day of March 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Daniels

NOES: None

ABSENT: Supervisor Askew

Motion Passed 4 to 0

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 March 18, 2025.

Dated: March 18, 2025

File ID: A 25-058

Agenda Item No.: 45

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

Emmanuel H. Santos, Deputy

**THIRD AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment to Medical Director and Professional Services Agreement (“Third Amendment”) is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and subsequently, aa First Amendment with an effective date of April 1, 2023 and a Second Amendment with an effective date of April 1, 2024 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

“4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Nine Hundred Sixty-Eight Thousand Dollars (\$1,968,000).”

2. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

“4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the “Guarantee”) between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term “Professional Services Net Collections” shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term “UCSF Physicians Compensation Expense” shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed \$468,000 per year. The Guarantee is based on UCSF Department of Pediatrics’ fair market value assessment using the Medical Group Management Association (“MGMA”) published rate for a neonatologist of \$338,686 (median) and \$410,162 (75th tile).”

3. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until March 31, 2026 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Third Amendment and shall continue in full force and effect.
5. This Third Amendment shall be effective as of April 1, 2025.

[SIGNATURE PAGE FOLLOWS]

[SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Third Amendment to be signed by its duly authorized office as of the day and year written below.

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

NATIVIDAD MEDICAL CENTER (“Hospital”)

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...
Neal Cohen, MD
Vice Dean, UCSF School of Medicine
Date: 3/10/2025

DocuSigned by:
Charles R. Harris
4E1F837D204E481...
Name:
Title:
Date: 3/25/2025 | 12:58 PM PDT

READ AND ACKNOWLEDGED:

APPROVED AS TO LEGAL PROVISIONS:

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

Signed by:
Stacy Saetta
696D21D44C4341D...
Name: Stacy Saetta
Title: Chief Deputy
Date: 3/10/2025 | 6:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Name: Jennifer Forsyth
Title: Auditor-Controller Analyst II
Date: 3/11/2025 | 5:17 PM PDT



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15194 ; Amendment No.: 2

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Second Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services extending the term by twelve months (April 1, 2024 to March 31, 2025) for a revised full agreement term of April 1, 2021 to March 31, 2025, and adding \$450,000 for a revised total not to exceed amount of \$1,500,000 in the aggregate; and
- b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$1,570,000.

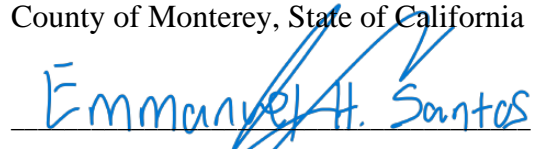
PASSED AND ADOPTED on this 26th day of March 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
 NOES: None
 ABSENT: None

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 March 26, 2024.

Dated: April 2, 2024
 File ID: A 24-113
 Agenda Item No.: 25

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


 Emmanuel H. Santos, Deputy

**SECOND AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment to Medical Director and Professional Services Agreement (“Second Amendment”) is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and a First Amendment to the Medical Director and Professional Services Agreement with an effective date of April 1, 2023 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

“4.3.1 Compensation. The total The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Five Hundred Thousand Dollars (\$1,500,000).

2. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

“4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the “Guarantee”) between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term “Professional Services Net Collections” shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term “UCSF Physicians Compensation Expense” shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed \$450,000 per year. The Guarantee is based on UCSF Department of Pediatrics’ fair market value assessment using the Medical Group Management Association (“MGMA”) published rate for a neonatologist of \$338,686 (median) and \$410,162 (75th percentile).

3. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until March 31, 2025 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Second Amendment and shall continue in full force and effect.
5. This Second Amendment shall be effective as of April 1, 2024.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Second Amendment to be signed by its duly authorized office as of the day and year written below.

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

NATIVIDAD MEDICAL CENTER (“Hospital”)

DocuSigned by:
Neal Cohen
Neal Cohen, MD
Vice Dean, UCSF School of Medicine
Date: 2/5/2024

DocuSigned by:
Charles R. Harris
4E1F837D204E481...
Name: Charles R. Harris
Title: CEO
Date: 4/1/2024 | 10:24 AM PDT

READ AND ACKNOWLEDGED:

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Raphael Hirsch
Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Name: Stacy Saetta
Title: Chief Deputy County Counsel.
Date: 2/5/2024 | 3:17 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF83E57454F6...
Name: Patricia Ruiz
Title: Auditor Controller Analyst I
Date: 2/6/2024 | 9:22 AM PST

Certificate Of Completion

Envelope Id: 516D4AD7FDFC4EDEAD391E74B8DC07CD	Status: Completed
Subject: Complete with DocuSign: Natividad_UCSF Pediatrics_Neonatology MDA PSA_AMD 2.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Megan DeLain
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1855 Folsom St
	Suite 601
	San Francisco, CA 94103
	megan.delain@ucsf.edu
	IP Address: 128.218.42.200

Record Tracking

Status: Original	Holder: Megan DeLain	Location: DocuSign
2/5/2024 11:28:31 AM	megan.delain@ucsf.edu	

Signer Events

Neal Cohen
 CohenN@ucsf.edu
 Vice Dean
 University of California, San Francisco
 Security Level: Email, Account Authentication (Optional)

Signature

DocuSigned by:

 016A8FBA9C704C8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 128.218.42.155

Timestamp

Sent: 2/5/2024 11:29:31 AM
 Viewed: 2/5/2024 12:26:41 PM
 Signed: 2/5/2024 12:26:50 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Raphael Hirsch
 Raphael.Hirsch@ucsf.edu
 Chair
 University of California, San Francisco
 Security Level: Email, Account Authentication (Optional)

DocuSigned by:

 A92FE51CFE014F7...
 Signature Adoption: Pre-selected Style
 Using IP Address: 128.218.42.238

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jenny Godbout
 Jenny.Godbout@ucsf.edu
 Division Administrator, Neonatology
 University of California, San Francisco
 Security Level: Email, Account Authentication (Optional)

COPIED

Sent: 2/5/2024 1:07:00 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/5/2024 1:06:59 PM
Completed	Security Checked	2/5/2024 1:07:00 PM

Payment Events	Status	Timestamps
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Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Chris Lopez with Supervisor Mary L. Adams voting no to approve Consent Calendar Item Numbers 16 through 30:

Agreement No.: A-15194 ; Amendment No.: 1

- a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional Services Agreement with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services extending the term by twelve months (April 1, 2023 to March 31, 2024) for a revised full agreement term of April 1, 2021 to March 31, 2024, and adding \$350,000 for a revised total not to exceed amount of \$1,050,000 in the aggregate; and
- b. Authorize the Chief Executive Officer or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$70,000) of the original contract amount.

PASSED AND ADOPTED on this 21st day of March 2023, by roll call vote:

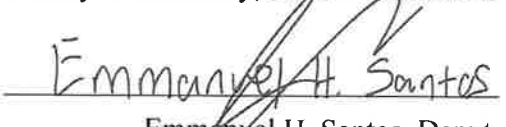
AYES: Supervisors Alejo, Church, Lopez, and Askew
NOES: Supervisor Adams
ABSENT: None

Motion Passed 4 to 1

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 March 21, 2023.

Dated: March 23, 2023
File ID: A 23-071
Agenda Item No.: 18

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


Emmanuel H. Santos, Deputy

**FIRST AMENDMENT TO THE MEDICAL DIRECTOR AND
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment to the Medical Director and Professional Services Agreement (the “First Amendment”) is made and entered into by and between The Regents of the University of California, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (“UCSF”), and the County of Monterey (“County”), on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital have heretofore entered into that certain Medical Director and Professional Services Agreement for UCSF to provide pediatric neonatology services on behalf of Hospital effective April 1, 2021(the “Agreement”); and

WHEREAS, the Agreement permits the parties to amend the Agreement by mutual written consent of duly authorized representatives of the parties;

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement, as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

“4.3.1. Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Fifty Thousand Dollars (\$1,050,000).

2. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until March 31, 2024 (the “Expiration Date”), subject to the termination provisions of the Agreement.”

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this First Amendment and shall continue in full force and effect.
4. The effective date of this First Amendment is April 1, 2023.

(Signature page to follow)

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this First Amendment to be signed by its duly authorized officer as of the day and year written below.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Neal Cohen
016A8FBA9C704C8
Signature

Neal Cohen, MD
Printed Name

Vice Dean, UCSF School of Medicine
Title

3/8/2023
Date

Read and acknowledged by:

DocuSigned by:
Raphael Hirsch, MD
A02EF510FE014F7
Raphael Hirsch, MD

Chair, Department of Pediatrics
Title

3/8/2023
Date

NATIVIDAD MEDICAL CENTER

DocuSigned by:
Charles Harris
4E1F837D204E481...
Deputy Purchasing Agent

Date: 3/28/2023 | 10:57 AM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
60EE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 3/8/2023 | 3:33 PM PST

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E6378754B4FE...
Deputy Auditor/Controller

Date: 3/13/2023 | 11:18 AM PDT



Monterey County Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15194

- a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center of the Professional Services Agreement with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services at NMC the April 1, 2021 to March 31, 2023 for an amount not to exceed \$700,000 in the aggregate; and
- b. Authorize the Deputy Purchasing Agent for NMC or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$70,000) of the original contract amount.

PASSED AND ADOPTED on this 27th day of April 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 April 27, 2021.

Dated: May 5, 2021
File ID: A 21-136
Agenda Item No.: 15

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


Julian Lorenzana, Deputy

MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

This Medical Director and Professional Services Agreement (“Agreement”) is entered into as of the 1 day of April, 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 County of Monterey (“County”) on behalf of Natividad Medical Center (“Hospital”).

RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license ;
- B. Hospital’s services include a Level III neonatal intensive care nursery;
- C. 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;
- D. Hospital desires that UCSF provide Medical Director and professional neonatology services for Hospital and its patients; and
- E. 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. UCSF will provide a UCSF Physician to serve as the director of neonatal intensive care nursery (“Medical Director”) to perform the services identified in Exhibit 1.1 of this Agreement (“Medical Director Services”). The UCSF Physician serving as Medical Director shall be identified in Exhibit 1.1 by mutual agreement of the parties. Medical Director shall keep monthly time logs submitted to Hospital and shall provide a minimum of ten (10) hours per month in Medical Director Services.
- (b) Professional Services and Coverage. During the term of this Agreement, UCSF Physicians shall provide professional services to Hospital patients as scheduled by Hospital in mutual agreement with UCSF as further described in Exhibit 1.1 (“Professional 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/or surgeon;
- (b) Federal Drug Enforcement Administration certification;
- (c) Hospital Medical Staff membership and appropriate clinical privileges at Hospital;
- (d) Board eligible or board certified in neonatology;
- (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. UCSF shall have authority and responsibility for providing the UCSF Physicians to Hospital (including recruiting, hiring, promoting, compensating, and disciplining) and for establishing the terms of the UCSF Physicians' employment with UCSF. The UCSF Physicians shall be employees of UCSF and shall be carried on UCSF's payroll. The UCSF Physicians providing services under this Agreement are identified in Exhibit 1.1, attached hereto and incorporated herein by reference.

1.4 Standard of Care. To the extent permitted by law, 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.

ARTICLE 2
RESPONSIBILITIES OF HOSPITAL

- 2.1 Space, Equipment and Supplies. Hospital shall furnish UCSF and UCSF 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. Hospital's responsibilities are further described in Exhibit 2.1.
- 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

BILLING AND COMPENSATION

- 4.1 Billing.
- 4.1.1 Professional Services Fee Schedule. UCSF shall have sole discretion in establishing its professional fees for Professional Services provided pursuant to this Agreement; provided, however, that all professional fees shall be competitive with customary local fees for comparable services.
- 4.1.2 UCSF Billing. UCSF shall be solely responsible for billing and collecting for Professional Services provided by UCSF Physicians pursuant to this Agreement. UCSF is enrolled with Centers for Medicare and Medicaid Services (CMS), and other federal and state health care programs for reimbursement for services provided to federal and state healthcare beneficiaries.
- 4.1.3 Billing Compliance. UCSF shall use its best efforts to comply with all applicable laws, including those of the federal health care programs, customary professional practice, and other third-party payor programs, whether public or private, in connection with billing and coding for Professional Services provided pursuant to this Agreement. UCSF and Hospital shall cooperate in good faith to resolve any billing issues that arise under the Agreement. UCSF shall bill patients and/or appropriate third-party payors in a timely manner.

- 4.1.4 Patient Information. Hospital shall take all necessary and reasonable steps to provide sufficient patient information and obtain and provide any required insurance authorization to UCSF for services provided to facilitate UCSF's billing and collecting for Professional Services provided pursuant to this Agreement. Hospital shall provide to UCSF appropriate demographics for billing as well as insurance authorization information including outpatient registration and inpatient registration, including each admission face sheet.
- 4.1.5 Separate Billing. Each party shall separately bill all patients for its respective fees and charges, and neither UCSF nor Hospital shall bill for, or have any claim or interest in or to the amounts billed or collected by the other party. UCSF shall cooperate and shall ensure that UCSF Physicians cooperate with Hospital in completing such claim forms for Hospital patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third-party payors.
- 4.1.6 Debt Collection Practices. UCSF shall comply and shall use its best efforts to ensure that any collection agency engaged by UCSF, in relation to the Professional Services hereunder, complies, with the UCSF's charity care policy.
- 4.2 Third-Party Payor Arrangements. UCSF shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third-party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations. UCSF shall have no obligation to enter into any third-party payor contracts or arrangements with any of Hospital's third-party payors. UCSF and Hospital will work together to facilitate alignment with each party's respective third-party payor contracts or arrangements to the extent possible.
- 4.3 Compensation to UCSF.
- 4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of Seven Hundred Thousand Dollars (\$700,000).
- 4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the "Guarantee") between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term "Professional Services Net Collections" shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term "UCSF Physicians Compensation Expense" shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital,. The Guarantee paid by

Hospital to UCSF shall not exceed \$300,000 per year. The Guarantee is based on UCSF Department of Pediatrics' fair market value assessment using the Medical Group Management Association ("MGMA") published rate for a neonatologist of \$333,235.

- 4.3.3 To the extent the Guarantee was utilized during the preceding quarter, UCSF shall submit an invoice to Hospital for the amount payable as the Guarantee for the preceding quarter, together with mutually acceptable documentation for the calculation of the Guarantee for that quarter. UCSF and Hospital shall conduct a final reconciliation of Guarantee payments for each year within six (6) months after each anniversary of the Commencement Date.
- 4.3.4 Hospital will provide payment for the Guarantee to UCSF 30 days following receipt in the Auditor-Controller's Office of the quarterly invoice, unless Hospital shall contest that invoice. Payment shall be made by check payable to the Regents of the University of California and mailed to: Department of Pediatrics, 550 16th Street, Fourth Floor, San Francisco, CA 94158.
- 4.3.5 Medical Director Services

- (a) Fee. Hospital shall pay UCSF at a rate of \$150 per hour for the Medical Director Services rendered by UCSF Physicians under this Agreement (the "Fee"). The Fee shall not exceed \$50,000 per contract year. Payment shall be made by check payable to the Regents of the University of California and mailed to: Department of Pediatrics, 550 16th Street, Fourth Floor, San Francisco, CA 94158.
- (b) Payment. Hospital shall remit payment of the Fee in full to UCSF thirty (30) days after receipt in the Auditor-Controller's Office of a detailed monthly invoice, including annual balance, from UCSF reflecting the Medical Director Services rendered by UCSF Physicians during the immediately preceding month. The invoice shall be completed and certified by the completing UCSF Physician in the form attached as **Exhibit 4(a)** to this Agreement.

4.4 Referrals and Fair Market Value

- (a) Referrals and Fair Market Value. Nothing in this Agreement shall be construed as an offer, solicitation, promise or payment by one party to any other party, or any affiliate of other party, of any cash or other remuneration, whether directly or indirectly overtly or covertly specifically for patent referrals or for recommending or arranging the sale, purchase, lease, or order for any item of service. Any payments made by Hospital to UCSF represent the fair market value of the Services rendered under this Agreement and are not in any way related to or depend upon referrals by and between the parties.
- (b) UCSF Physician Compensation. UCSF shall make all decisions regarding the distribution of compensation payments made to UCSF Physicians.

- 4.5 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 of Agreement. This Agreement shall become effective on April 1, 2021 (the “**Effective Date**”), and shall continue until March 31, 2023 (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 one hundred twenty (120) 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 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, 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 or 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. 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 following:

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.

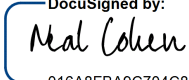
8.23 Singular and Plural. Words used herein in the singular, where the context so permits shall be deemed to include the plural and vice versa.

[Signature Page to Follow]

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.

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

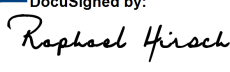
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, on behalf of UCSF,
Department of Pediatrics (“UCSF”)

By: 
016A8EBA9C704C8...
Neal Cohen, MD

Its: Vice Dean, UCSF, School of Medicine

Date: 4/1/2021

Read and Acknowledged:

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

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

MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT

HOSPITAL

— *Gary R Gray*
Gary Gray D.O., Chief Executive Officer

Date: 04/01, 2021

APPROVED AS TO LEGAL PROVISIONS:

— *Stacy L Saetta*
Stacy Saetta, Deputy County Counsel

Date: 4/1/2021, 20

APPROVED AS TO FISCAL PROVISIONS:

— *gary k giboney*
Deputy Auditor/Controller

Date: 4/1/2021, 20

EXHIBIT 1.1

Medical Director Services and Professional Services

The parties shall mutually agree on UCSF Physicians who will provide Professional Services.

UCSF will provide two (2) full-time equivalent neonatologists to staff the Level III Neonatal Intensive Care Unit (“NICU”). UCSF Physicians will provide in house neonatal services 8 hours per day, 5 days per week, provide inpatient neonatal attending coverage on weekends, and be available for neonatal call coverage 24x7 (unless other arrangements have been made as agreed to in writing by the parties). UCSF Physicians will comply with the physician standards for neonatology established by the California Children's Services (CCS) program for a community level III NICU and as defined by the local county CCS offices covering patients hospitalized at Hospital.

Upon approval of Hospital, one of the UCSF Physicians will be designated as Medical Director of the NICU at Natividad Medical Center, initially Martha Douglas-Escobar, MD. The Neonatal Medical Director shall report to the Chair, Department of Pediatrics at UCSF and the Chief Medical Officer or his designee at Hospital.

Physician coverage to be provided shall include:

- Medical Director to a Level III NICU
- Attending physician coverage for all Infants admitted to the NICU
- Supervision of UCSF medical students and/or residents

Additional responsibilities of the NICU Medical Director include the following:

- Management and oversight of quality medical care for all infants
- Development and annual review of clinical policies and procedures including coordination with related ancillary services
- Oversight of a continuous performance improvement program
- Medical supervision of nurse practitioners in the NICU
- Monitoring of patient, physician, and staff satisfaction
- Participation in staff training and continuous education
- Participation in Hospital committee structure on behalf of the NICU and its ambulatory clinics
- Participation in maintaining California Children’s Services approval for a Level III NICU
- Participation in outreach and community relations activities
- Participation in marketing activities including the establishment of transfer agreements with surrounding hospitals for neonatal services

UCSF shall provide initial and ongoing consultation and educational services to physicians and non-physician employees through a Neonatal/Perinatal Outreach Agreement

UCSF physicians shall timely and accurately complete time studies as required by Medi-Cal for cost report purposes. Time studies will be submitted on a monthly basis by the 10th business day after the close of each month. Hospital agrees to inform UCSF of delinquent time studies by the 15th business day after the close of each month.

EXHIBIT 2.1

Responsibilities of Hospital

Hospital shall be responsible for providing UCSF Physicians with space, equipment, services, supplies and other physician and non-physician personnel required to operate a CCS approved Community Level III Intensive Care Nursery as described in the CCS Manual of Procedures, Chapter 3.35.

EXHIBIT 6.1

Insurance

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 five (5) 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 (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.
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.

UCSF PHYSICIANS' 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 self-insured retention 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). 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.
2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of two and a half million dollars (\$2,500,000) per occurrence. 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.
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.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-15194 ; Amendment No.: 3

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Third Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) to provide neonatology services extending the term by twelve months (April 1, 2025 to March 31, 2026) for a revised full agreement term of April 1, 2021 to March 31, 2026, and adding \$468,000 for a revised total not to exceed amount of \$1,968,000 in the aggregate; and
- b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than ten percent 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,038,000.

PASSED AND ADOPTED on this 18th day of March 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Daniels

NOES: None

ABSENT: Supervisor Askew

Motion Passed 4 to 0

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 March 18, 2025.

Dated: March 18, 2025

File ID: A 25-058

Agenda Item No.: 45

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

Emmanuel H. Santos, Deputy

**THIRD AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Third Amendment to Medical Director and Professional Services Agreement (“Third Amendment”) is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and subsequently, aa First Amendment with an effective date of April 1, 2023 and a Second Amendment with an effective date of April 1, 2024 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

“4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the sum of One Million Nine Hundred Sixty-Eight Thousand Dollars (\$1,968,000).”

2. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

“4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the “Guarantee”) between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term “Professional Services Net Collections” shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term “UCSF Physicians Compensation Expense” shall mean the sum of (i) 2.0 FTE of Pediatric Neonatology total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed \$468,000 per year. The Guarantee is based on UCSF Department of Pediatrics’ fair market value assessment using the Medical Group Management Association (“MGMA”) published rate for a neonatologist of \$338,686 (median) and \$410,162 (75th tile).”

3. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until March 31, 2026 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Third Amendment and shall continue in full force and effect.
5. This Third Amendment shall be effective as of April 1, 2025.

[SIGNATURE PAGE FOLLOWS]

[SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Third Amendment to be signed by its duly authorized office as of the day and year written below.

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

NATIVIDAD MEDICAL CENTER (“Hospital”)

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 3/10/2025

DocuSigned by:
Charles R. Harris
4E1F837D204E481...

Name:
Title:

Date: 3/25/2025 | 12:58 PM PDT

READ AND ACKNOWLEDGED:

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

Signed by:
Stacy Saetta
696D21D44C4341D...

Name: ~~Stacy Saetta~~
Title: Chief Deputy

Date: 3/10/2025 | 6:09 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Name: ~~Jennifer Forsyth~~
Title: Auditor-Controller Analyst II

Date: 3/11/2025 | 5:17 PM PDT



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-15194 ; Amendment No.: 4

- a. Authorize the Chief Executive Officer (CEO) for Natividad Medical Center (NMC) or his designee to execute the Fourth Amendment to the Professional Services Agreement (A-15194) with The Regents of the University of California on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (UCSF) increasing the neonatology services, extending the term by four months (April 1, 2026 to July 31, 2026) for a revised full agreement term of April 1, 2021 to July 31, 2026, and adding \$132,988 for a revised total not to exceed amount of \$2,100,988 in the aggregate; and
- b. Authorize the CEO or his designee to sign up to three (3) future amendments to this agreement where the total amendments do not significantly change the scope of work, do not cause an increase of more than 10% (\$70,000) of the original contract amount and do not increase the total contract amount above \$2,170,988.

PASSED AND ADOPTED on this 1st day of July 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels
NOES: None
ABSENT: None

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 July 1, 2025.

Dated: July 2, 2025
File ID: A 25-271
Agenda Item No.: 22

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

Emmanuel H. Santos, Deputy

**FOURTH AMENDMENT
TO
MEDICAL DIRECTOR AND PROFESSIONAL SERVICES AGREEMENT**

This Fourth Amendment to Medical Director and Professional Services Agreement (“Fourth Amendment”) is entered into by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of School of Medicine, Department of Pediatrics (“UCSF”) and County of Monterey, on behalf of Natividad Medical Center (“Hospital”).

RECITALS:

WHEREAS, UCSF and Hospital entered into a Medical Director and Professional Services Agreement for UCSF to provide medical director and professional neonatology services (the “Services”) for Hospital patients with an effective date of April 1, 2021, and subsequently, a First Amendment with an effective date of April 1, 2023; a Second Amendment with an effective date of April 1, 2024; and a Third Amendment with an effective date of April 1, 2025 (collectively, the “Agreement”).

WHEREAS, UCSF and Hospital wish to amend certain terms of the Agreement in accordance with Section 8.17 of the Agreement, Amendments, to include clinical services for Hospital’s High Risk Infant Follow-up program.

NOW THEREFORE, UCSF and Hospital hereby agree to amend the Agreement as follows:

1. The following language is added as a new Section 1.1(c), High Risk Infant Follow-up Program:

“(c) High Risk Infant Follow-Up program (HRIF) Clinical Services. The UCSF Physician providing HRIF clinical services shall be identified in Exhibit 1.1 by mutual agreement of the parties, keep monthly time logs submitted to the Hospital and shall provide twelve (12) hours per –week , but not to exceed sixty (60) hours per month in HRIF clinical services, described in Exhibit 1.1a of this Agreement. The total hours of HRIF clinical services provided by UCSF shall not exceed six hundred twenty four (624) hours per year.”

2. A new Section 4.3.6, Fee for HRIF Clinical Services:

“Fee for HRIF Clinical Services is \$213.62 per hour equaling \$11,108 per month for the HRIF clinical services rendered by UCSF Physicians under this Agreement. The payments for the HRIF clinical services shall not exceed \$193,300 per contract year and is subject to quarterly billing and payment reconciliation by the parties in Section 4.3.2.”

3. Section 4.3.1. is hereby amended and restated to read in its entirety as follows:

“4.3.1 Compensation. The total amount payable by Hospital to UCSF under this Agreement shall not exceed the aggregate sum of \$2,100,988.

4. Section 4.3.2 is hereby amended and restated to read in its entirety as follows:

“4.3.2 Guarantee. Hospital and UCSF agree that Hospital shall pay to UCSF the difference (the “Guarantee”) between (i) the Professional Services Net Collections, and (ii) the UCSF Physicians Compensation Expense. For purposes of this section, the term “Professional Services Net Collections” shall mean all net income (including adjustments for, but not limited to, fees, charges, taxes, direct pass through expenses, etc.) collected by UCSF on behalf of the Professional Services performed under this Agreement. The term “UCSF Physicians Compensation Expense” shall mean the sum of (i) 2.3 FTE of Pediatric Neonatology and HRIF clinical services total salaries and fringe benefits paid and/or provided to the UCSF Physicians and (ii) professional liability coverage expenses in accordance with Exhibit 6.1 and other related expenses for the UCSF Physicians to provide clinical coverage at Hospital. The Guarantee paid by Hospital to UCSF shall not exceed \$600,988 per year (August 1, 2025 to July 31, 2026). The Guarantee is based on UCSF Department of Pediatrics’ fair market value assessment using the Medical Group Management Association (“MGMA”) published rate for a neonatologist of \$346,322 (median) and \$419,178 (75th tile).”

5. Section 5.1 is hereby amended and restated to read in its entirety as follows:

“5.1 Term of Agreement. This Agreement shall become effective on April 1, 2021 (the “Effective Date”) and shall continue until July 31, 2026 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

6. Exhibit 1.1a, HRIF Services, as attached to this Amendment 4, is added to the Agreement and incorporated herein.
7. Exhibit 1.1b, HRIF Clinical Services Timesheet, as attached to this Amendment 4, is added to the Agreement and incorporated herein.
8. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Fourth Amendment and shall continue in full force and effect.
9. This Fourth Amendment shall be effective as of August 1, 2025.

IN WITNESS, WHEREOF, intending to be legally bound, each party has caused this Fourth Amendment to be signed by its duly authorized office as of the day and year written below.

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

NATIVIDAD MEDICAL CENTER (“Hospital”)

DocuSigned by:
Neal Cohen
016A8FBA9C704C8...

Neal Cohen, MD
Vice Dean, UCSF School of Medicine

Date: 6/6/2025

READ AND ACKNOWLEDGED:

DocuSigned by:
Raphael Hirsch
A92FE51CFE014F7...

Raphael Hirsch, MD
Chair, UCSF Department of Pediatrics

DocuSigned by:
Charles Harris
4E1F8E17204448...

Name: Charles Harris
Title: CEO

Date: 7/10/2025 | 3:59 PM PDT

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECC1E99F44A8...

Name: Stacy Saetta
Title: Chief Deputy County Counsel

Date: 6/9/2025 | 5:31 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Patricia Ruiz
E79EF64E57454F6...

Name: Patricia Ruiz
Title: Auditor Controller Analyst I

Date: 6/10/2025 | 1:59 PM PDT

EXHIBIT 1.1a

HRIF Clinical Services

UCSF, within the context of California's California Children's Services (CCS) program, will provide a UCSF Physician who leads and oversees the High Risk Infant Follow-up (HRIF) program, ensuring the coordinated follow-up and care of high-risk infants after their discharge from a CCS-approved Neonatal Intensive Care Unit (NICU). The responsibilities of the UCSF Physician providing HRIF clinical services include ensuring compliance with CCS standards, providing medical leadership and support to the HRIF team, and collaborating with other healthcare providers and agencies to ensure comprehensive care for these infants.

The UCSF Physician providing HRIF clinical services: Allison Falck, MD

Responsibilities of Natividad Medical Center HRIF clinical services:

§ **Clinical Leadership and Support:**

- Providing guidance and expertise to the HRIF team
- Patient care- 4 clinics/month x 8 hours/day
- Clinic visit: to include comprehensive history and physical and a developmental assessment at each clinic visit
- **Program Oversight:**
- Ensuring the HRIF program functions according to CCS standards and regulations, including eligibility criteria, service provision, and documentation.

§ **Coordination of Care:**

- Facilitating communication and collaboration between the HRIF team, the child's primary care physician, specialists, and other relevant agencies
- Communication and oversight by County CCS Program or State SCD Office.

§ **Referral and Referral Management:**

- Ensuring proper referrals are made for eligible infants, including referral and service authorization request submissions.

§ **Family Engagement:**

- Collaborating with families to ensure they understand their child's health status, available services, and how to access them.

§ **Quality Improvement:**

- Participating in quality improvement initiatives to enhance the HRIF program and improve patient outcomes.

§ **Policy and Procedure Development:**

- Contributing to the development and implementation of HRIF program policies and procedures.

§ **Data Collection and Reporting:**

- Ensuring accurate data collection and reporting related to HRIF services and outcomes.

PROFESSIONAL SERVICES AGREEMENT

by and between

COUNTY OF MONTEREY (“County”)

on behalf of

NATIVIDAD MEDICAL CENTER (“Hospital”)

and

**VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC.
 (“Contractor”)**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of July 1, 2026, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC., a California corporation (“**Contractor**”). County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics, including the Natividad Immunology Division Outpatient (NIDO) Clinic (collectively, the “**Clinic**”) under its acute care license.

B. Contractor is a professional corporation organized under the laws of the State of California (the “**State**”). Hospital desires to retain Contractor to provide professional services and certain administrative services through qualified physicians (collectively, the “**Group Physicians**” and each, a “**Group Physician**”) and advanced practice practitioners (collectively, the “**Group APPs**” and each, a “**Group APP**”) who are employed or otherwise engaged by Group (collectively, the “**Group Providers**” and each, a “**Group Provider**”). Each Group Physician is board certified, or is otherwise in compliance with the board certification requirements set forth in the Hospital’s medical staff (“**Medical Staff**”) bylaws, for the practice of medicine in the specialty of family medicine (the “**Specialty**”) and is a physician duly licensed and qualified to practice medicine in the State of California (the “**State**”). Each Group APP is trained and/or experienced in the Specialty, or in another specialty as deemed fit by Hospital, or is otherwise in compliance with the certification requirements set forth in the Hospital’s advanced practice professional staff (“**APP Staff**”).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (“**ED**”), who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital’s operating room and/or who present to Hospital’s Clinic (collectively, the “**Patients**”), without regard to any consideration other than medical condition.

D. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor’s duties as contemplated by this Agreement.
2. Contractor’s qualifications.
3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.
4. The benefits to Hospital’s community resulting from Contractor’s performance of the services described in this Agreement.

5. The economic conditions locally and in the health care industry generally.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. CONTRACTOR'S OBLIGATIONS

1.1 Professional Services. Contractor shall provide the professional services in the Specialty (the "**Professional Services**") to Patients, upon the terms and subject to the conditions set forth in this Agreement.

(a) With respect to Family Medicine Residency Program, Contractor shall provide Professional Services as scheduled by the Family Medicine Program Director in the Hospital's Labor and Delivery Unit (the "**L&D Services**").

(b) Contractor shall provide Professional Services to Clinic Patients on a schedule mutually agreed to by the parties from time to time ("**Clinic Services**").

(c) With respect to the Natividad Immunology Division Outpatient Clinic, Contractor shall provide Professional Services as scheduled by Clinic, initially one (1) Half Day per week (the "**NIDO Clinic Services**"). For purposes of this Agreement, a "**Half Day**" shall mean a minimum of four (4) hours.

(d) With respect to the Central Coast Respite Center located at 780 Hamilton Avenue, Seaside, CA 93955 (the "**Respite Center**"), Contractor shall ensure a Group Physician is available for the medical care and medical direction of the Respite Center, (the "**Respite Center Services**"). Such Respite Center Services shall be performed remotely and in accordance with a schedule mutually agreed to by the Parties.

1.2 H&P Exams.

(a) Contractor shall also ensure that one (1) Group Physician or a physician assistant who is licensed by the Physician Assistant Examining Committee of the Division of Advanced Practice Professionals of the Medical Board of California (or any successor licensing authority) and, due to his or her professional training and experience is capable of rendering physician assistant services in accordance with 16 C.C.R. Section 1399.540 et seq., or a successor rule or regulations ("**PA**") is available on a 24/7 on-call basis to perform history and physical exams as needed in the Hospital's Mental Health Unit (the "**H&P Exams**").

(b) Contractor shall provide a Group Physician for the supervision of the PA providing the H&P Exams (the "**H&P Exams Supervision Services**") in accordance with all applicable Laws and all applicable bylaws, rules and regulations of the Hospital's Medical Staff. Such H&P Exams Supervision Services shall not exceed six (6) hours per month.

1.3 Juvenile Hall Services.

(a) Contractor shall ensure that one (1) PA is available on a twenty-four (24) hour per day, seven (7) day per week on-call basis to provide Professional Services at the Monterey County Juvenile Hall located at 1420 Natividad Road, Salinas, California 93906 (“**Juvenile Hall**”) and be on-site a minimum of two (2) four (4) hour shifts per week (“**Physician Assistant Services**”). Contractor shall ensure that the PA is trained and/or experienced in the Specialty, or in another specialty as deemed fit by Hospital and shall be a member in good standing of Hospital’s advanced practice professional staff (“**APP Staff**”) and maintain the appropriate licensure, qualifications and certifications required in accordance with applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, “**Laws**”) and bylaws, rules and regulations of the APP Staff. To the extent Physician Assistant Services are billable to a third-party payor, Section 2.2 of the Agreement shall govern the billing and collection of all such Physician Assistant Services.

(b) Contractor shall provide a Group Physician to provide supervision of PAs providing the Physician Assistant Services at the Juvenile Hall (the “**Supervision Services**”) in accordance with all applicable Laws and all applicable bylaws, rules and regulations of the Hospital’s medical staff (the “**Medical Staff**”). Contractor shall ensure that the Group Physician providing the Supervision Services is available by telephone at all times when the PA is providing Professional Services at Juvenile Hall and review and sign at least ten (10) medical records per month.

(c) Contractor shall also provide a Group Physician to provide certain administrative services at the Juvenile Hall, including, without limitation attending quarterly and annual meetings, reviewing applicable policies for annual inspection and reviewing and inspecting emergency kits (“**Administrative Services**”).

(d) Contractor shall use its best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet the Juvenile Hall’s needs for the Physician Assistant Services, Supervision Services and Administrative Services.

1.4 Teaching Services. Contractor shall provide to Hospital those teaching services set forth in **Exhibit 1.4** (collectively, the “**Teaching Services**”). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

1.5 Additional Services. Contractor shall provide to Hospital those additional services set forth in **Exhibit 1.5** (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Clinic Services, NIDO Clinic Services, H&P Exams, H&P Exams Supervision Services, Physician Assistant Services, Supervision Services, Administrative Services, Teaching Services, and Additional Services are sometimes referred to collectively in this Agreement as the “**Services**.”

1.6 Time Commitment. Contractor shall allocate time among the Professional Services, Teaching Services and Additional Services as reasonably requested by Hospital from time to time.

1.7 Availability. On or before the first (1st) day of each month, Contractor shall inform Hospital of Group Providers’ schedule of availability to perform the Services during the

following month. Group Providers shall use their best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services.

1.8 Absences. In the event Contractor is unable to perform the obligations under this Agreement for any justifiable cause, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. Contractor shall notify the Service Director or his/her designee in writing and in accordance with Hospital Rules and ED Policies. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

1.9 Time Reports. Contractor 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 1.9**. Contractor 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.

1.10 Medical Staff. Each Group Provider shall be a member in good standing and active on the Hospital's Medical Staff and have and maintain all clinical privileges at Hospital necessary for the performance of Group Provider's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), any Group Provider is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Group Provider's obligations hereunder, such Group Provider shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that such Group Provider diligently pursues such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws; and provided, however, that, at all times, Group Provider has been granted privileges to perform the Services. Any Group Provider may obtain and maintain medical staff privileges at any other hospital or health care facility at Group Provider's sole expense.

1.11 Professional Qualifications. Each Group Provider shall have and maintain an unrestricted license to practice medicine in the State. Each Group Physician shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Each Group Physician shall have and maintain a valid and unrestricted United States Drug Enforcement Administration ("DEA") registration.

1.12 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins. The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor and each Group Provider shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

1.13 Performance Standards. Contractor and each Group Provider shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the “**Hospital Rules**”), and all protocols applicable to the Services or the Hospital (the “**Protocols**”).

1.14 Code of Conduct. Contractor hereby acknowledges receipt of Hospital’s Code of Conduct which is attached to this Agreement as **Exhibit 1.14** (the “**Code**”), and agrees that Contractor and each Group Provider has been given ample opportunity to read, review and understand the Code. With respect to Contractor’s and the Group Providers’ business dealings with Hospital and their performance of the Services described in this Agreement, neither Contractor nor any Group Provider shall act in any manner which conflicts with or violates the Code, nor cause another person to act in any manner which conflicts with or violates the Code. Contractor and each Group Provider shall comply with the Code as it relates to their business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

1.15 Continuing Medical Education. Contractor shall ensure that each Group Provider participates in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

1.16 Use of Space. Contractor and each Group Provider shall use Hospital’s premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital’s prior written consent.

1.17 Notification of Certain Events. Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor or any Group Provider becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “**Federal Health Care Programs**”) or state equivalent, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) the medical staff membership or clinical privileges of any Group Provider at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) any Group Provider becomes the subject of any suit, action or other legal proceeding arising out of Contractor’s professional services;

(d) any Group Provider voluntarily or involuntarily retires from the practice of medicine;

(e) any Group Provider’s license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

- (f) Contractor or any Group Provider is charged with or convicted of a criminal offense;
- (g) Contractor changes the location of Contractor's office;
- (h) any act of nature or any other event occurs which has a material adverse effect on Contractor's or any Group Provider's ability to provide the Services; or
- (i) Contractor or any Group Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

1.18 Representations and Warranties by Contractor. Contractor represents and warrants that: (a) no Group Provider's license to practice medicine in any state has ever been suspended, revoked or restricted; (b) neither Contractor nor any Group Provider has ever been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) neither Contractor nor Group Provider has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) no Group Provider has ever been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) no Group Provider's medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) no Group Provider has ever been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

1.19 Nondiscrimination. Neither Contractor nor any Group Provider shall differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

1.20 Non-Exclusive Services. The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

1.21 Compliance with Grant Terms. If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor and Group Providers shall comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

1.22 Medical Records and Claims.

(a) Contractor shall ensure that each Group Provider prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and

regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.22(b) shall survive the expiration or termination of this Agreement.

1.23 Records Available to Contractor. Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

1.24 Group Providers.

(a) Contractor shall employ, contract with, or otherwise engage Group Providers. Contractor has initially engaged those Group Providers listed (and identified by NPI number) on **Exhibit 1.24(a)** to provide the Services, which Group Providers are hereby approved and accepted by Hospital.

(b) Contractor may from time to time engage one (1) or more additional Group Providers (including locum tenens physicians) to provide the Services under this Agreement, subject to Hospital's prior written approval, which approval may be given, withheld or conditioned by Hospital in its sole discretion. Requests for a new Group Provider will be made in the form of a Pre-Application to Medical Staff. In the event Hospital withholds approval with respect to any additional Group Provider, such Group Provider shall not be entitled to any "fair hearing" or any other hearing or appellate review under any provision of the Medical Staff Bylaws, unless Hospital determines that the withholding of approval is reportable to any state's medical board or other agency responsible for professional licensing, standards or behavior.

(c) Contractor shall ensure that, during the term of this Agreement, any and all Group Providers (including locum tenens physicians) providing the Services satisfy the professional standards and qualifications set forth in this Article I of this Agreement.

(d) Contractor shall provide prompt written notice to Hospital in the event any Group Provider resigns, is terminated by Contractor, or otherwise ceases to provide the Services.

(e) Contractor shall ensure that the Services are performed only on the Hospital's premises by Group Providers who have been approved and accepted by Hospital, and have not been removed in accordance with this Agreement.

(f) Contractor shall cause each Group Provider providing the Services to comply with all obligations, prohibitions, covenants and conditions imposed on Contractor pursuant to this Agreement. Contractor shall cause each Group Provider to execute and deliver to Hospital a letter of acknowledgment in the form attached as **Exhibit 1.24(f)** prior to providing any Services under this Agreement.

ARTICLE II. **COMPENSATION**

2.1 Compensation. Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the "**Compensation**"), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Five Hundred Thousand Dollars (\$500,000).

2.2 Billing and Collection. Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor or any Group Provider under this Agreement (the "**NMC Services**"). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.**

Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor or any Group Provider for NMC Services rendered by Contractor or any Group Provider pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor or any Group Provider pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that

they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to

indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

2.3 Third Party Payor Arrangements.

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate

Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital or the Clinic to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

- (i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital and Clinic, with any third party payor or intermediate organization (including any independent practice association) (each, a "**Managed Care Organization**") designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;

- (iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or
- (iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

ARTICLE III.
INSURANCE AND INDEMNITY

3.1 Evidence of Coverage. Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to Hospital’s Medical Staff Office, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

3.2 Qualifying Insurers. All coverages except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Hospital’s Contracts/Purchasing Director.

3.3 Insurance Coverage Requirements. Without limiting Contractor’s or Group Provider’s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor’s sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance,** covering Contractor and each Group Provider with coverage of not less than One-Million Dollars (\$1,000,000) per physician per occurrence and Three-Million Dollars (\$3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital’s Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor and Group Provider is procured on a “Claims Made” rather than “Occurrence” basis, then Contractor and Group Provider shall either continue such coverage or obtain extended reporting coverage (“**Tail Coverage**”), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue

in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **Commercial general liability insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(c) **Business automobile liability insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(d) **Workers' Compensation Insurance**, if Contractor employs others in the performance of this Agreement, in accordance with California Labor Code Section 3700 and with Employer's Liability limits not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

Exemption/Modification (Justification attached; subject to approval).

3.4 Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date Contractor and Group Providers complete their performance of services under this Agreement.

Each liability policy shall provide that Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor, Group Providers, and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff Office, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Contractor and each Group Provider shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Contractor to maintain such insurance is a default of this Agreement, which entitles Hospital, at its sole discretion, to terminate the Agreement immediately.

3.5 Right to Offset Insurance Costs.

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

3.6 Indemnification.

(a) **Indemnification by Contractor.** Contractor and each Group Provider shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's or Group Providers' performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "Contractor's performance" includes Contractor's and Group Providers' acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor and Group Providers, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

3.7 Indemnification for Timely Payment of Tax Contributions. It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor or any Group Provider shall be construed to make or render Contractor or any Group Provider the agent, employee or servant of County. Contractor and each Group Provider agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

3.8 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospital and/or Clinic, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

3.9 Survival of Obligations. The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

ARTICLE IV.
RELATIONSHIP BETWEEN THE PARTIES

4.1 Independent Contractor.

(a) Contractor and each Group Provider is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's and Group Provider's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor or Hospital and any Group Provider. No Group Provider shall hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service ("**IRS**") or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor or any Group Provider with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract with any Group Provider.

4.2 Limitation on Control. Hospital shall neither have nor exercise any control or direction over Contractor's or any Group Provider's professional medical judgment or the methods by which Contractor or any Group Provider performs professional medical services; provided, however, that Contractor and Group Providers shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

4.3 Practice of Medicine. Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

4.4 No Benefit Contributions. Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

4.5 Referrals. Contractor and the Group Providers shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor or the Group Providers best qualified to deliver medical services to any particular patient; provided; however, that neither Contractor nor any Group Provider shall refer any Hospital patient to any provider or health care services which either Contractor or any Group Provider knows or should have known is excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program or state equivalent. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor or Hospital and the Group Providers, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor, Group Provider or any person employed or retained by Contractor.

4.6 Form 1099 or W-2. If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

4.7 Contractor Compensation Arrangements. Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an “**Action**”) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital and/or Clinic. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital’s compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

4.9 Contractor’s Performance. County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital’s Medical Director/Chief Medical Officer and from other professionals within Hospital.

4.10 Right of Inspection. Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor or any Group Provider to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

4.11 Access to and Audit of Records. Hospital shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the Contractor and its subcontractors related to services provided under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

**ARTICLE V.
TERM AND TERMINATION**

5.1 Term. This Agreement shall become effective on July 1, 2026 (the “**Effective Date**”), and shall continue until June 30, 2028 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.

5.2 Termination by Hospital. Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor or any Group Provider where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) neglect of professional duty by Contractor or any Group Provider in a manner that poses an imminent danger to the health or safety of any individual, or violates Hospital’s policies, rules or regulations;

(c) there is a “substantial change” in Contractor which has not received prior written approval or subsequent ratification by Hospital. The retirement, withdrawal, termination, or suspension of one (1) or more Group Providers of Contractor at any time during the term of this Agreement shall be considered to be a “substantial change” in Contractor only if there is a reduction in hours equivalent to in excess of one full-time Group Provider. Notwithstanding anything in the foregoing to the contrary, the retirement, withdrawal, termination, or suspension of any single Group Provider of Contractor shall not constitute a “substantial change” in Contractor as that term is used herein;

(d) breach by Contractor or any Group Provider of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(e) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law of any jurisdiction;

(f) the insurance required to be maintained by Contractor under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or Contractor) for any reason, and Contractor has not obtained replacement coverage as required by this Agreement prior to the effective date of such termination, reduction, non-renewal or cancellation;

(g) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(h) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

5.3 Termination by Contractor. Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

5.4 Termination or Modification in the Event of Government Action.

(a) 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.

(b) 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.

(c) 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 Contractor or any Group Provider 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 Contractor or any Group Provider 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 Contractor or any Group Provider;
- (vi) subject Hospital or Contractor, any Group Provider, 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.

(d) 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.

5.5 Termination without Cause. Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

5.6 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) all rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement, (ii) those rights and obligations which expressly survive termination or expiration of this Agreement, and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's and Group Providers' care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician;

(b) upon Hospital's request, Contractor and any Group Provider shall immediately vacate the premises, removing any and all of Contractor's and Group Providers' personal property, and Hospital may remove and store, at Contractor's expense, any personal property that either Contractor or any Group Provider has not so removed;

(c) Contractor and Group Providers shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in Contractor's or Group Providers' possession or under Contractor's or Group Providers' control;

(d) Contractor and Group Providers shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital;

(e) The expiration or termination of this Agreement shall not entitle Contractor or Group Providers to the right to a "fair hearing" or any other similar rights or procedures more particularly set forth in the Medical Staff bylaws or otherwise; and

(f) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

5.7 Immediate Removal of Group Providers. Contractor shall immediately remove any Group Provider from furnishing Services under this Agreement who:

(a) has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(b) has his or her license to practice medicine in the State, DEA registration denied, suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) is convicted of a felony, a misdemeanor involving fraud, dishonesty, or moral turpitude, or any crime relevant to Professional Services or the practice of medicine;

(d) is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent;

(e) fails to satisfy any of the standards and qualifications set forth in Sections 1.10, 1.11, 1.13 and 1.15 of this Agreement; or

(f) fails to be covered by the professional liability insurance required to be maintained under this Agreement.

5.8 Removal of Group Providers upon Hospital Request. Upon written request by Hospital, Contractor shall immediately remove any Group Provider from furnishing Services under this Agreement who:

(a) engages in conduct that, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital;

(b) fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;

(c) is unable to perform services as required under this Agreement for more than thirty (30) days in the aggregate over any three (3) month period; or

(d) within a twelve (12) month period, has two (2) or more medical malpractice judgments filed against him or her, or he or she becomes the subject of two (2) or more proceedings by the Medical Staff regarding the performance of professional medical services.

5.9 Effect of Removal. Upon the removal of a Group Provider pursuant to Section 5.7 or Section 5.8 of this Agreement, Contractor shall employ, contract with, or otherwise engage, at its cost and expense, a qualified substitute for the removed Group Provider, or shall demonstrate to Hospital's satisfaction Contractor's ability to continuously perform the Services without such a substitute. Failure to take such action shall constitute a material breach of this Agreement, subject to Section 5.2. Nothing herein shall be construed to limit Hospital's rights under Section 5.2 or any other provision of this Agreement.

5.10 Return of Property. Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's or any Group Provider's possession or under Contractor's or any Group Provider's control.

5.11 Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

ARTICLE VI. GENERAL PROVISIONS

6.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

6.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Contractor. Contractor shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement. Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

6.3 Compliance with HIPAA. Contractor and Group Providers shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, “HIPAA,” the obligations collectively referred to herein as “HIPAA Obligations”), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

6.4 Compliance with Laws and Accreditation. Contractor and Group Providers shall comply with all Laws applicable to Contractor and Group Providers, the provision of the Services, or the obligations of Contractor and Group Providers under this Agreement, including without limitation laws that require Contractor or any Group Provider to disclose any economic interest or relationship with Hospital. Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws. Contractor and Group Providers shall take actions necessary to ensure that the Hospital and/or Clinic are operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

6.5 Compliance with Medicare Rules. To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, a copy of this Agreement and Contractor’s books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor’s failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

If Contractor carries out any of the duties of the contract through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of ten (10) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

6.6 Confidential Information.

(a) During the term of this Agreement, Contractor and Group Providers may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. “**Trade Secrets**” includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. “**Confidential Information**” includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor or Group Providers, or to which Contractor or Group Providers may gain access in the performance of the Services under this Agreement, or which Contractor or any Group Provider knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient’s individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital’s or any Affiliate’s possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Neither Contractor nor any Group Provider shall use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor and Group Providers shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor and any Group Provider protects his, her, or its own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor and Group Providers prepare, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital’s premises.

(c) Contractor and Group Providers shall return to Hospital all Confidential Information and all copies thereof in Contractor’s and Group Providers’ possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Neither Contractor nor any Group Provider shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6.8 Disclosure of Interests. Contractor or any Group Provider shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's or any Group Provider's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor or any Group Provider under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor and Group Providers shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

6.9 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a "**Dispute**"), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the "**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the "**Meet and Confer**"). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**"), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the "**Arbitration Notice**"). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

- (ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.
- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.
- (viii) Except as set forth in Section 6.9 (b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

6.10 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

6.11 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement, wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

6.12 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

6.13 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State.

6.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

6.15 Litigation Consultation. Contractor shall ensure that no Group Provider accepts consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall ensure that no Group Provider accepts similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which a Group Provider served as a treating physician.

6.16 Master List. The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

6.17 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) “days” shall be considered “calendar days;” (ii) “months” shall be considered “calendar months;” and (iii) “including” means “including, without limitation” in this Agreement and its exhibits and attachments.

6.18 New Group Providers. Each new Group Provider shall agree in writing to be bound by the terms of and conditions of this Agreement.

6.19 No Conflicting Obligations. Contractor represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor’s duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor’s or Group Providers’ duties under this Agreement.

6.20 No Third Party Beneficiary Rights. The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

6.21 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906
Attention: Physician Services

If to Contractor, addressed to:

VENTANA FACULTY MEDICAL ASSOCIATES OF
MONTEREY COUNTY, INC.
Post Office Box 2879
Salinas, CA 93902

6.22 Participation in Federal Health Care Programs. Contractor hereby represents that neither it nor any Group Provider is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

6.23 Representations. Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

6.24 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

6.25 Statutes and Regulations. Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

6.26 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[signature page follows]

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

CONTRACTOR

VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC., a California corporation

Signed by:
By: Wendell Harry
7A09F354FD0B496...

Date: 5/26/2026 | 11:26 AM PDT

Its President/CEO

NATIVIDAD MEDICAL CENTER

Deputy Purchasing Agent

Date: _____

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta, Deputy County Counsel

Date: 5/27/2026 | 3:22 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Andrew Valentine
25834C99491E449...
Deputy Auditor/Controller

Date: 5/28/2026 | 1:54 PM PDT

Exhibit 1.4

TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor 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

ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;
2. participate in utilization review programs, as reasonably requested by Hospital;
3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;
4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;
6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;
7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital or Clinic conducted by governmental agencies or accrediting organizations;
8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;
9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and
10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

Exhibit 1.9

CONTRACTOR'S MONTHLY TIME REPORT

(See attached.)



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.

Name:	Employee #:	Dept Name:	Cost Center:	Period Ending:	Direct Patient Care Services		Hospital Administrations and Teaching Services								Other Admin		Non-billable Activities			Total	
					00001	00002	00003	00004	00005	00006	00007	00008	00009	00010	00011	00012					
					Sched. IP/ OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)	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	
																	Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Re-search		
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																			
5	Date:	A Hospital & NMC Clinic Time																			
		B. Non-Hosp & Non-NMC Clinic Time																			
6	Date:	A Hospital & NMC Clinic Time																			
		B. Non-Hosp & Non-NMC Clinic Time																			
7	Date:	A Hospital & NMC Clinic Time																			
		B. Non-Hosp & Non-NMC Clinic Time																			
8	Date:	A Hospital & NMC Clinic Time																			
		B. Non-Hosp & Non-NMC Clinic Time																			
9	Date:	A Hospital & NMC Clinic Time																			
		B. Non-Hosp & Non-NMC Clinic Time																			
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

SIGN IN BLUE INK

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

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

Provider: _____

Service Director: _____

Telephone Number: _____ Date: _____

Telephone Number: _____ Date: _____

Exhibit 1.14



MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	Number: MSP004-2 BOT Approval: 1/2023
Standard: Medical Staff (MS)	MEC Approval: 12/22 Responsible: Medical Staff Services Manager

As a member of the Medical Staff or an Advanced Practice Professional (APP) of Natividad (collectively Practitioners), you must acknowledge that the ability of Practitioners and Natividad employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team, recognizing that patients, family members, visitors, colleagues and Natividad staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of Natividad, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at Natividad, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the Natividad health care team.
2. Recognize the individual and independent responsibilities of all other members of the Natividad health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, Natividad employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Reflect positively upon the reputation of the health care profession, the Medical Staff, and Natividad in their language, action, attitude, and behavior.

6. Commit and contribute to the overall educational mission of Natividad and promote an effective, inclusive, equitable and supportive clinical learning environment.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior.

Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of Natividad, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at Natividad, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the Natividad health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude, and behavior which consistently convey to patients, families, colleagues, and all other members of the Natividad health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all Natividad professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post- discharge planning and follow-up.
6. Respect the right of patients, families, or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within Natividad with courtesy, respect, and human dignity.
8. Conduct one's practice at Natividad in a manner that will facilitate timely commencement of medical/surgical procedures at Natividad, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of Natividad owned property.
2. Falsification of medical records, including timekeeping records and other Natividad documents.
3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport, or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or Natividad employees should generate an Occurrence Report in Verge and submit pursuant to Natividad policy and should not be entered into the patient's medical record.
8. Harassment
 - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
 1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
 2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
 3. Otherwise adversely affects an individual's employment opportunity.
 - b. Harassing conduct includes, but is not limited to:
 1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or

sexual orientation.

2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on Natividad's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects.
10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages.
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling, or shouting at a person, or threatening violence or retribution.
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of Natividad staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at Natividad who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident via an Occurrence Report in Verge.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.



MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	Effective: 05/09 Reviewed/Revised: 12/22
Standard: MSP004-2	Approved: MEC 12/22 BOT 1/23

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

Printed name _____

Signature: _____

Date: _____

Exhibit 1.24(a)

GROUP PROVIDERS

[List Approved Group Providers Below]

Group Provider	NPI Number
Wendell M. Harry MD	1508956889
Cristobal Alcaraz PA	1184634677
Kong, Anna W., MD	1548649361
Eva Campos, DO	1619594421

Exhibit 1.24(f)

LETTER OF ACKNOWLEDGEMENT

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd., Bldg. 300
Salinas, California 93906

I acknowledge that NATIVIDAD MEDICAL CENTER ("*Hospital*") and VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC. ("*Contractor*") have entered into a Professional Services Agreement ("*Agreement*") under which Contractor shall perform specified Services (as defined in the Agreement), and that I have been engaged by Contractor to provide Professional Services as a "*Group Provider*" (as defined in the Agreement). In consideration of Hospital's approval of me as a Group Provider eligible to furnish the Services, I expressly:

1. Acknowledge that I have read those portions of the Agreement referenced in this Letter of Acknowledgement, and agree to abide by and comply with all of the requirements of the Agreement applicable to Group Providers;

2. Acknowledge that I have read the Code, and agree to abide by and comply with the Code as they relate to my business relationship with Hospital or any Affiliates, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind;

3. Acknowledge that I have no employment, independent contractor or other contractual relationship with Hospital, that my right to practice at Hospital as a Group Provider is derived solely through my employment or contractual relationship with Contractor;

4. Acknowledge that upon the expiration or termination of the Agreement for any reason, or the termination of my employment or other affiliation with Contractor for any reason, my clinical privileges to provide Professional Services and my Medical Staff membership if such clinical privileges are the only privileges I hold, will each immediately be relinquished, without any action on the part of Hospital and/or the Medical Staff;

5. Acknowledge that, with regard to all of the foregoing, I will not be entitled to any “fair hearing” or any other hearing or appellate review under any provision of the Medical Staff Bylaws, unless Hospital determines that my removal, or the termination of my right to provide Professional Services, as applicable, is reportable to any state’s medical board or other agency responsible for professional licensing, standards or behavior, and hereby waive any right to demand or otherwise initiate any such hearing or appellate review under any provision of the Medical Staff Bylaws.

Sincerely,

Name of Group Provider

Exhibit 2.1

COMPENSATION

1. **L&D Services.** Hospital shall pay to Contractor an amount of One Hundred Forty-Five Dollars (\$145) per hour for those Professional Services rendered by Contractor to Patients while physically present at Hospital or Clinic; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Clinic Services.** Hospital shall pay to Contractor an amount of One Hundred Forty-Five Dollars (\$145) per hour for those Clinic Services; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

3. **NIDO Services.** Hospital shall pay to Contractor an amount of One Hundred Forty-Five Dollars (\$145) per hour for those NIDO Services rendered by Contractor to Patients while physically present at Hospital or Clinic; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

4. **Respite Center Services.** Hospital shall pay Contractor an amount equal to Six Hundred Dollars (\$600) per week for those Respite Center Services provided by Physicians under this Agreement and One Hundred Fifty Dollars (\$150) per hour for each hour over four (4) hours per week.

5. **H&P Exams.** Hospital shall pay Contractor One Hundred Ten Dollars (\$110) per H&P Exam that is performed as needed in the inpatient Mental Health Unit by a PA, not to exceed an amount equal to Eighty-Nine Thousand Four Hundred Ten Dollars (\$89,410) per Contract Year. For purposes of this Agreement, “**Contract Year**” shall mean each consecutive twelve (12) month period beginning on the Effective Date during the term of this Agreement.

6. **H&P Exams Supervision Services.** Hospital shall pay Contractor One Hundred Forty-Five Dollars (\$145) per hour for H&P Exams Supervision Services rendered according to the terms and conditions of this Agreement.

7. **Physician Assistant Services.**

(a) **For the period July 1, 2026 to June 30, 2027,** Hospital shall pay to Contractor an amount equal to One Hundred Eight Thousand Three Hundred Seventy-Six Dollars (\$108,376) per Contract Year for Physician Assistant Services provided in the Juvenile Hall under this Agreement, such compensation shall be paid monthly in amount equal to Nine Thousand Thirty-One Dollars (\$9,031); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

(b) **For the period July 1, 2027 to June 30, 2028,** Hospital shall pay to Contractor an amount equal to One Hundred Twelve Thousand Seven Hundred Eleven Dollars (\$112,711) per Contract Year for Physician Assistant Services provided in the Juvenile Hall under this Agreement, such compensation shall be paid monthly in amount equal to Nine

Thousand Three Hundred Ninety-Three Dollars (\$9,393) provided; however, that Contractor is in compliance with the terms and conditions of this Agreement.

8. **Supervision and Administrative Services.**

(a) Hospital shall pay Contractor One Thousand Dollars (\$1,000) per month for Supervision Services provided by Group Physicians under this Agreement,

(b) Hospital shall pay Contractor Two Hundred Fifty Dollars (\$250) per month for Administrative Services provided for Juvenile Hall, not to exceed Three Thousand Dollars (\$3,000) per Contract Year. In the event that Contractor provides less than thirty (30) hours of Administrative Services per Contract Year, Hospital shall deduct One Hundred Dollars (\$100) per hour for each hour of Administrative Service not provided by Contractor during such Contract Year.

9. **Professional Liability Reimbursement.** In the event Contractor does not purchase the professional liability insurance set forth in Article III of the Agreement, Hospital will deduct the then-current monthly premium as set forth in this **Exhibit 2.1**, adjusted by actual number of days worked, from the monthly invoice to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. These rates represent the then-current rates and are subject to change.

Provider	Specialty	Daily	Month NTE
Physician Group 4A	Family Medicine w/OB	\$21.90	\$666.00
Physician Group 3	Family Medicine w/o OB	\$9.75	\$296.50
Physician Assistant		n/a	\$113.85

10. **Timing.** Hospital shall pay the compensation due for Services performed by Contractor after Contractor’s submission of the monthly invoice of preceding month’s activity and time report in accordance with this Agreement; provided, however, that if Contractor 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 Contractor 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 6.3**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective July 1, 2026 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and VENTANA FACULTY MEDICAL ASSOCIATES OF MONTEREY COUNTY, INC. (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

3. **RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(i) if all or any portion of the PHI is maintained in a Designated Record Set:

(i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and

(ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;

(j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

Ventana Faculty Medical Associates of Monterey County, Inc.
Post Office Box 2879
Salinas, CA 93902
Attn: Wendell Harry
Fax: (563) 204-6022

If to Covered Entity, to:

NATIVIDAD MEDICAL CENTER
1441 Constitution Blvd.
Salinas, California 93906
Attention: Compliance Officer
Fax: 831.755.6254

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**VENTANA FACULTY MEDICAL ASSOCIATES
OF MONTEREY COUNTY, INC.**

Signed by:
By: Wendell Harry
7A09F354FD0B496...

Print Name: Wendell Harry

Print Title: President/CEO

Date: 5/26/2026 | 11:26 AM PDT

**COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER**

By: _____

Print Name: Charles R. Harris, M.D.

Print Title: Chief Executive Officer

Date: _____