

**NATIVIDAD MEDICAL CENTER
PROGRAM LETTER OF AGREEMENT**

This PROGRAM LETTER OF AGREEMENT (“**Agreement**”) is made and entered into as of September 1, 2019 by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“**County**”) and Compañeros en Salud (“**Participating Site**”). County and Participating Site may be described singularly as a “**Party**” or together as “**Parties**” throughout this Agreement.

RECITALS

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

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

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

AGREEMENT

1. TERM.

The term of this Agreement shall commence on September 1, 2019 and terminate on August 31, 2021 unless earlier terminated as provided in Section 4 below. The duration of each Rotation shall be four (4) weeks, or as otherwise mutually agreed to by the Parties.

2. COUNTY RESPONSIBILITIES.

a. Appropriate Paperwork. Prior to the Rotation by a Program resident (a “**Resident**”) pursuant to this Agreement, Program will require the Resident to complete the required Participating Site paperwork and international collaborator registration process, as described in Section 7(a), and will work with Participating Site to ensure paperwork is complete.

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

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

d. **Qualifications.** Program and Participating Site shall mutually select Residents to participate in the Rotation. Program is responsible for ensuring that each Resident is appropriately credentialed, licensed, or otherwise authorized to participate in the Rotation.

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

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

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

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

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

3. **PARTICIPATING SITE RESPONSIBILITIES.**

a. **Site Director.** Dr. Patrick Newman shall be the faculty member who will serve as site coordinator (“**Site Director**”). The Site Director shall act as liaison with Program and shall communicate with Program as necessary on all matters related to Residents, and will assume day to day administrative, educational, and supervisory responsibility for the Residents during the Rotation, in cooperation with the Program Director. The Site Director will work with Program to establish mutually agreed upon requirements of the Rotation prior to each Resident’s Rotation, will make sure the Resident meets these requirements and will ensure the Resident has reviewed the goals for the rotation if applicable. Program will provide an appropriate experience for each Resident based on the communicated level of the Resident’s education, ability, and training. Supervision and teaching of Residents will be in accordance with ACGME requirements

and all applicable policies and regulations, including any Program policies as provided to Participating Site. Participating Site, and not Program, is solely responsible for any remuneration provided to Participating Site preceptors.

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

c. Staff and Facilities. Participating Site will use reasonable efforts to maintain adequate staff and facilities at its site to meet the educational goals and objectives of the Rotation, and provide education, supervision and evaluation in a manner consistent with the standards and requirements established by Program and ACGME, and shall maintain all appropriate licenses and accreditations for applicable Participating Site activities. With respect to the foregoing, Program acknowledges and understands that Participating Site operates in a rural, resource-limited setting, which may unexpectedly impact staffing and facility conditions at any of its sites.

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

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

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

e. Evaluation of Residents. Within four (4) weeks of the completion of the Rotation for each Resident, Participating Site shall provide to Program all required evaluation materials, as specified in writing to Participating Site by Program, to allow for Program to properly evaluate the Resident’s performance during the Rotation and determine if the Rotation has fulfilled the requirements for the Resident to receive credit towards program completion.

f. Health Insurance. Participating Site shall not be responsible for the cost of Residents’ health insurance or for any medical care costs incurred for the medical treatment of Residents. Notwithstanding the foregoing, Participating Site will provide Residents first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Residents in the event of a needlestick injury to or other exposure of Residents to blood or body fluids or airborne contaminants. In the case of

suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the community's standard of care. In the event of a work-related injury, Participating Site will notify Program within 24 hours of the injury and work with Program's emergency evacuation provider to coordinate follow-up care and transportation back to Monterey County as needed.

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

h. Authority. Participating Site warrants and represents to County that it has full power and authority to enter into this Agreement for the Rotation of Program residents through the clinical facilities with which Participating Site is affiliated.

4. TERMINATION.

a. Termination of Rotation. Participating Site may, upon written notice to Program, prohibit further attendance at Participating Site of a Resident; provided, however, that Participating Site will not take any action against a Resident in an arbitrary or capricious manner.

b. Termination of Agreement. Notwithstanding any other provision to the contrary, either Party to this Agreement may terminate it at any time, with or without cause, by providing written notice to the other Party, provided that the Parties shall, in any event of termination under this section, use reasonable efforts to minimize the impact on a Resident then in Rotation.

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

5. INSURANCE.

a. Professional Medical and Hospital Liability Insurance or Self- Insurance.

i. County represents and warrants that it maintains comprehensive professional liability insurance or self-insurance for Residents and Program employees for County and its employed staff other than physicians and allied healthcare professionals covered under its policy. County shall carry health care entity comprehensive liability coverage with a minimum limit of one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) aggregate limit for County and its employed staff other than physicians and allied healthcare professionals covered under its policy. Physicians and allied healthcare professionals shall carry individual coverage of \$1 million (\$1,000,000) per claim and \$3 million (\$3,000,000) aggregate, which are

sub-limits and are intended to be inclusive of County's \$1 million and \$5 million limits. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then County shall obtain extended (tail) coverage for the remainder of the three (3) year period.

ii. [DELETED]

b. General Liability Insurance or Self-Insurance.

i. County represents and warrants that it maintains comprehensive or commercial form general liability or self-insurance for Residents and Program employees. County shall carry general liability insurance or a self-insurance program with a minimum limit of one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) aggregate limits for County and its employed staff and physicians and allied healthcare professionals covered under its policy.

ii. Participating Site represents and warrants that it maintains comprehensive or commercial form general liability for Participating Site. Participating Site shall carry general liability insurance with a minimum limit of one million dollars (\$1,000,000) per claim and five million dollars (\$5,000,000) aggregate limits for Participating Site and its employed staff and physicians and allied healthcare professionals covered under its policy.

c. Worker's Compensation Liability Insurance.

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

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

H.A. 11/7/2017

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

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

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

6. INDEMNIFICATION.

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

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

7. APPLICABLE SITE RULES; EMERGENCIES.

a. Prior to departure for Participating Site, Residents shall register in accordance with Partners In Health's procedures for international collaborators and sign a release of legal claims; Residents may start this process by emailing hrhelp@pih.org.

b. Participating Site may remove a Resident from participation in this Program at any time that Participating Site deems that it is not in the interest of Participating Site for the Resident to continue participation. Program understands and agrees that Participating Site may remove a Resident and require that the Resident return to the United States in the event that a Resident violates Participating Site's policies and procedures or in the event of an emergency.

c. Residents shall not conduct any research in connection with the Program without obtaining the prior written consent of the Participating Site and obtaining all required ethics committee approvals.

8. MISCELLANEOUS.

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

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

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

Participating Site Compañeros En Salud
c/o Dr. Patrick Newman
Calle Primera Poniente Sur No. 25
Angel Albino Corzo
Chiapas, 30370

c. Patient Records. [DELETED]

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

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

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

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

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

i. Counterparts and Authority. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts

together shall constitute but one and the same instrument. Each Party represents that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

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

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

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

m. Governing Law and Venue. [DELETED]

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

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

*[Remainder of Page Intentionally Left Blank]
[Signature Page Follows]*

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

“COUNTY”

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

By: _____
Gary R. Gray, DO, CEO

Date: _____

“PARTICIPATING SITE”

Compañeros en Salud

By: Hugo Flor
Executive Director CFS
Name and Title

Date: 16th July 2017

Approved by NMC Residency Director

By: _____
Dr. Melissa Nothnagle

Date: _____

Approved as to Legal Provisions

By: Stacy Saeth
Monterey County Deputy County Counsel

Stacy Saeth
Name and Title

Date: 9/11/19

Approved as to Fiscal Provisions

By: Gary K. Gibany
Monterey County Deputy Auditor-Controller

Gary K. Gibany
Name and Title

Date: 9-12-19

EXHIBIT A

Goals and Objectives

Learning objectives for resident rotators at Companeros En Salud (CES), Chiapas

Overall responsibilities: Residents will assist in training Mexican social service year physicians and implementing quality improvement programs in the CES catchment area.

Rotating Residents will:

- Provide one-on-one bedside teaching for CES social service year physicians in rural Secretaria de Salud and Instituto Mexicano de Seguro Social clinics.
- Review exam and diagnostic skills, and discuss treatment regimens for a wide range of primary care issues
- Reinforce CES clinical algorithms for diagnosis and treatment of common primary care issues.
- Where appropriate/desired, include nurses in these teaching discussions.
- Where scheduling permits, provide group instruction at monthly courses at the CES office.
- Participate in other CES activities such as outreach brigades, training or assisting acompañantes.
- Identify potential areas for quality improvement; propose and discuss solutions with the CES team. Participate in QI projects as desired.