

PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement (this "**Agreement**") is entered into as of October 1, 2017 (the "**Effective Date**"), by and between Lucile Salter Packard Children's Hospital at Stanford ("**LPCH**"), a California non-profit public benefit corporation, and the County of Monterey on behalf of its Health Department (the "**County**"), a political subdivision of the State of California.

WHEREAS, The Health Department operates community clinics certified by the State of California under the provisions of Health & Safety Code § 1206 (b) and designated Federally Qualified Health Centers Look-Alikes (collectively, the "**Clinic(s)**"). County has determined that it requires professional physician services provided to perinatology patients in order to meet the needs of its patients.

WHEREAS, the County desires the assistance of certain physicians who can provide specialized services at sites of service convenient to patients of the County;

WHEREAS, LPCH provides specialty perinatal physician services through its arrangement with the Stanford University School of Medicine ("**Stanford**") and is willing to make such services available to the County and the community it serves in accordance with the terms and conditions set forth herein; and

WHEREAS, LPCH and the County previously entered into that certain Physician Services Agreement effective October 1, 2008 as amended, for perinatal professional services (the "**Previous Agreement**"), and desire for this Agreement to replace the Previous Agreement in its entirety.

NOW, THEREFORE, the parties agree as follows:

1. **RESPONSIBILITIES AND DUTIES OF LPCH**

1.1 **Professional Services.** LPCH shall provide the professional services of the physicians listed in Exhibit A (the "**Physicians**"), as described and at the sites of service specified in Exhibit B (the "**Professional Services**"). LPCH shall ensure that the Physicians complete all medical records and other required reports, in accordance with this Agreement and with the applicable policies and procedures and rules and regulations of the County and the Clinics, as communicated to LPCH and the Physicians, that govern the activities of Physicians while engaged in providing Professional Services at the Clinics.

1.2 **Excluded Provider Representation and Warranty.** LPCH represents and warrants that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal healthcare programs**"); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) is not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and LPCH shall immediately notify County of any change in the status of the representation and warranty set forth in this Section. If LPCH becomes excluded from Federal healthcare program participation, this Agreement may be terminated immediately by County for cause.

1.3 Physician Compensation Warranty. LPCH warrants that no Physician will be compensated in any manner that varies with the volume or value of services provided under this Agreement.

1.4 Medicare/Medicaid Participation. During the term of this Agreement, each Physician shall be and remain authorized to participate in the Medicare and Medicaid Programs.

1.5 Laboratory Test Utilization Monitoring. LPCH shall ensure that Physicians take appropriate measures to monitor laboratory testing ordered for each patient, so as to assure that tests ordered are medically necessary for diagnosis and/or treatment.

1.6 Physician Qualifications. Physicians providing services under this Agreement shall be licensed in California as a physician and board certified or board eligible. LPCH shall provide the County with provider specific credentialing information such as a copy of the California medical license, Curriculum Vitae, DEA certificate, NPI document and proof of professional liability insurance at a minimum of two weeks prior to physician starting services in Clinic. For emergent situations, LPCH will provide the County with credentialing information at least forty-eight (48) hours prior to the provision of Professional Services. Each Physician shall have an active appointment, as approved by the Clinic's Community Health Center Board (CHCB) and in accordance with the Health Department protocols, policies and procedures, and maintain all clinical privileges at the Clinics necessary for the performance of physician's obligations under this Agreement.

2. RESPONSIBILITIES AND DUTIES OF COUNTY

2.1 County is responsible for the operations of the Clinics, including coordinating the delivery of services provided to Clinic patients by the Physicians under this Agreement. County shall, at its sole expense, furnish the Physicians with necessary medical supplies, and employ such nurses or physicians assistants, medical assistants, and any other non-physician personnel ("**Non-Physician Personnel**") necessary for the delivery of services by the Physicians under this Agreement and shall be solely responsible for payment of Non-Physician Personnel salary, social security, workers compensation and other employee benefits of any kind as well as for any liabilities that may arise in connection with the employment on Non-Physician Personnel by County and for their direction and control. Such Non-Physician Personnel shall not be deemed to be employees of the Physicians or LPCH for any purpose. Except as explicitly provided for herein, County shall be solely responsible for all costs associated with the provision of services by the Physicians pursuant to this Agreement, including the cost, if any, associated with obtaining and maintaining credentials with respect to managed care organizations with which County contracts. County shall be solely responsible for complying with all applicable laws, regulations and ordinances, including without limitation all such laws and regulations associated with third party reimbursement of services provided by County.

In addition, County agrees to purchase additional instruments and equipment that Physicians and County determine are necessary for the Physicians' performance of Professional Services under this Agreement after reviewing current equipment and instruments available at the Clinics. County shall have final approval on any and all purchase decisions.

2.2 County shall be solely responsible for complying with all federal, state and local environmental and health and safety laws, regulations and ordinances ("**Environmental Laws**") and obtaining all necessary environmental and health and safety permits, licenses and authorizations ("**Environmental Permits**"), and for otherwise operating its premises (including

that which is used by the Physicians) in a manner which is protective of human health and the environment. The responsibilities of County 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 the Physician, subject to Physician's complying with good biohazardous waste management procedures and professional practices, (c) providing any reports, warnings or other notifications that may be required of County, LPCH or the Physicians under any Environmental Laws or Environmental Permits solely relating to activities at the Clinics, (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 Physician, and (e) providing for the safety and well-being 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. County expressly waives and releases any claims against the Physicians, LPCH and their respective successors, members, officers, directors, trustees, employees and agents in connection with the environmental matters addressed herein.

2.3 County shall promptly advise LPCH in writing of any suit, proceeding, investigation, other action or event commenced or threatened against County which, if adversely determined, would result in a material adverse change in the condition or business, financial or otherwise, of County and of any facts that come to County's attention which might materially affect the operation of the Clinics or County's ability to properly carry out the terms and conditions of this Agreement.

2.4 County shall permit LPCH and/or LPCH's authorized representatives, during normal business hours and as often as reasonably requested, to visit and inspect, at the expense of LPCH, County's records, including its visit and patient statistics, records and patient records, for purposes of monitoring the quality and amount of professional services rendered by the Physicians pursuant to this Agreement.

2.5 County shall make available to LPCH copies of policies and procedures and rules and regulations of the Clinics that govern the activities of Physicians while engaged in providing Professional Services at the Clinics, as specifically requested by LPCH.

2.6 County represents and warrants that it (i) is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs; (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services, and (iii) is not under investigation or otherwise aware of any circumstances which may result in being excluded from participation in the Federal healthcare programs. This shall be an ongoing representation and warranty during the term of this Agreement and County shall notify LPCH within twenty-four (24) hours of any change in the status of the representation and warranty set forth in this Section. If County becomes excluded from Federal program participation, this Agreement may be terminated immediately by LPCH for cause.

3. PAYMENT OF SALARY OF PHYSICIANS

County shall not pay and shall have no responsibility to pay salary, social security, workers compensation, or other employee benefits of any kind to or on behalf of the Physicians.

4. INSURANCE

4.1 LPCH Insurance. LPCH shall, at its expense, maintain policies of (i) general liability insurance in amounts of at least Three Million Dollars (\$3,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate and (ii) professional liability insurance in amounts of at least Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the annual aggregate to insure it, its employees and agents under this Agreement, against claims and liabilities arising out of or related to this Agreement. Evidence of such coverage shall be presented to County upon request. In the event that such coverage is written on a claims-made basis, LPCH shall arrange for appropriate tail coverage consistent with the requirements of this Section 4 in the event that such claims-made policy is canceled or not renewed.

4.2 County Insurance. County shall, at its expense, maintain coverages of (i) general liability insurance in amounts of at least Twenty Million Dollars (\$20,000,000) per occurrence and Forty Million Dollars (\$40,000,000) in the annual aggregate and (ii) medical professional liability insurance in amounts of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate to insure it, its employees and agents under this Agreement, against claims and liabilities arising out of or related to this Agreement. Evidence of such coverage shall be presented to LPCH upon execution of this Agreement. In the event that such coverage is written on a claims-made basis, County shall arrange for appropriate tail coverage consistent with the requirements of this Section 4 in the event that such claims-made policy is canceled or not renewed.

5. INDEMNIFICATION

LPCH shall indemnify, defend and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by LPCH and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the comparative negligence or willful misconduct of personnel employed by the County. LPCH shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which LPCH is obligated to indemnify, defend and hold harmless the County under this Agreement.

County of Monterey (hereinafter "County") shall indemnify, defend and hold harmless LPCH, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the comparative negligence or willful misconduct of personnel employed by LPCH. The County shall reimburse LPCH for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless LPCH under this Agreement.

6. COMPENSATION

In consideration of LPCH's provision of Professional Services to Clinic patients, County shall pay LPCH 30 days after receipt of the certified invoice in the Auditor-Controller's Office in accordance with the compensation schedule described in Exhibit C (Compensation for Professional Services).

7. CHARGES AND BILLINGS

The parties agree that the County shall set any and all charges to patients of the Clinics for the Professional Services. To the extent permitted by law, the County shall be solely responsible for billing and collecting fees and charges from patients, payors or other responsible third parties for any professional medical services performed by Physicians pursuant to this Agreement. The County shall bill and collect in accordance with applicable laws and regulations, customary professional practice, Medicare and Medicaid programs or any other Federal health care programs and shall indemnify and hold harmless LPCH and Physicians if any amount of reimbursement is denied or disallowed because of the County's failure to comply with the obligations set forth in this Section. The parties agree that LPCH shall not bill or charge any other party or entity including, without limitation, the Medicare program or any other third party payor, for Professional Services provided under this Agreement.

This section shall not affect such rights as LPCH may have to set any and all charges to patients for any services rendered by the Physicians which are not Professional Services provided pursuant to this Agreement.

LPCH shall ensure Physicians are reasonably available during compensated hours of service to participate in any appeal or other action by or against any payor, reimbursement or payment program in connection with any denial, refund, or other payment dispute in which Physician's performance of professional medical services are at issue. Neither LPCH nor any Physician or other person shall attempt to bill and collect from any patient, payor or any other person for any of the Professional Services performed by Physicians under this Agreement, other than as described in this Agreement. LPCH shall and hereby does assign to the County all of the Physician's rights, if any, to monies due on account of Professional Services rendered by the Physicians to patients of the Clinics pursuant to this Agreement. LPCH shall require each Physician to execute a separate assignment to the County in the form attached as Exhibit D. LPCH shall, and shall ensure that each Physician shall, cooperate fully with the County in facilitating such collections, including completion of all forms necessary for the collection of said monies. The provisions of this Section shall not affect the right of LPCH to bill for services provided by the Physicians at sites other than those listed on Exhibit B.

Cooperation with Billing and Collections: LPCH shall cooperate with County in the billing and collection of fees with respect to Professional Services rendered by the Physicians. Without limiting the generality of the foregoing, LPCH shall cooperate with County in completing such claim forms with respect to Professional Services rendered by the Physicians pursuant to this Agreement as may be required by insurance carriers, health care service plans, government agencies, or other third party payors.

8. INTENT OF PARTIES

Neither LPCH nor County intend that any payments or other consideration provided under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. All payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the services provided.

9. TERM AND TERMINATION OF AGREEMENT

9.1 Term. This Agreement shall commence on the Effective Date and continue in full force and effect for term of three (3) year(s), unless terminated earlier in accordance with this Agreement.

9.2 Termination.

9.2.1 Termination Without Cause. Either party may terminate this Agreement, without cause or penalty, by giving sixty (60) days prior written notice to the other party.

9.2.2 Termination For Cause. Either party may terminate this Agreement for cause by giving the other party thirty (30) days written notice and opportunity to cure the alleged default. Notwithstanding the foregoing, LPCH may terminate this Agreement for cause by giving County ten (10) days written notice and opportunity to cure if County fails to make any payment to LPCH required to be made under this Agreement.

9.2.3 Termination Upon Occurrence of Action. If (i) either party receives notice of any Action (as defined below), and (ii) (A) the parties, acting in good faith, are unable to agree upon or make the amendments to this Agreement necessary to comply with the Action, or (B) the parties determine in good faith that compliance with the Action is impossible or infeasible, then either party may terminate this Agreement immediately upon giving written notice to the other.

For purposes of this Section 9.2.3, "Action" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any governmental or legislative body or agency or other third party, or any notice of a decision, finding or action by any governmental or private agency, court or other third party which, in the reasonable and good faith opinion of either counsel to either party, if or when implemented, would (I) revoke or jeopardize the status of any license or permit granted to either party or any of its affiliates, (ii) revoke or jeopardize the federal, state or local tax-exempt status of either party or any of its affiliates, or (iii) subject either party, or any of its employees or agents, to civil or criminal prosecution or liability on the basis of their participation in executing this Agreement or performing their obligations under this Agreement.

10. USE OF NAMES AND LOGOS

Neither party may use the name, brand, logo or corporate identity of the other party or any affiliate of the other party, for any purpose without the prior written consent of the entity whose name, brand, logo or corporate identity is proposed to be used; provided, however, that nothing herein shall prohibit any Physician or County from using the Stanford name solely to identify a Physician's status as a current member of the LPCH medical staff or Stanford University faculty. Both parties understand and agree that:

(i) Any use of the other party's name requires the prior written approval of the other party and, in the case of LPCH and Stanford, of the Dean of the Stanford University School of Medicine or his designee;

(ii) Any restrictions on the use of the name that may be imposed from time to time shall be applicable to the other party's use of the name;

(iii) The use of the name by the other party is subject to termination, and that any such termination shall effect a termination of the right to use the name; and

(iv) Either party has the right to terminate, with or without cause, the other party's right to use the name upon 30 days prior written notice to the other party.

11. NOTICES

All notices required by this Agreement shall be deemed given when in writing and delivered personally, sent by overnight delivery service, or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or on such other address as the party may designate in writing in accordance with this Section:

To LPCH: Lucile Salter Packard Children's Hospital
770 Welch Road, Suite 150
Palo Alto, CA 94304
Attn: Kim Roberts, Chief Strategy Officer

With a copy to: Office of the General Counsel
Building 170, 3rd Floor, Main Quad
Stanford, CA 94305
Attn: Chief Hospital Counsel

To the County: County of Monterey
1270 Natividad Road
Salinas, California 93906
Attn: Elsa Jimenez, Director of Health

With a copy to: Clinic Services Division
County of Monterey, Health Department
1615 Bunker Hill Way, Suite 140
Salinas, CA 93906
Attn: Bureau Chief, Clinic Services

12. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of LPCH and its successors and assigns, and shall be binding upon and shall inure to the benefit of County and its successors and assigns.

13. GOVERNING LAW

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California.

14. NON-ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the specific written consent of County and LPCH.

15. RELATIONSHIP OF PARTIES

None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and shall not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party shall have the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publications or advertisements, except with the written consent of the other party or as is explicitly provided for herein.

16. AMENDMENTS

This Agreement and each Exhibit to this Agreement may be amended only by a written instrument signed by the parties.

17. ENTIRE AGREEMENT

This Agreement, including all Exhibits, represents the entire agreement of the parties and supersedes any previous agreements between the parties relating to the same subject matter.

18. 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.

19. SEVERABILITY

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

20. 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, and shall apply to the specific instance expressly stated.

21. FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by either party'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 circumstances.

22. DISPUTE RESOLUTION

Any dispute, controversy or claim concerning or relating to this Agreement (a "Dispute"), shall be resolved in the following manner:

a. The parties shall use all reasonable efforts to resolve the Dispute through direct discussions between persons associated with each party who have the authority to resolve the Dispute. A party may give the other party notice of any Dispute not resolved in the normal course of business. Within ten (10) days after such notice is given, the receiving party shall submit to the other party a written response. The notice and the response shall include (i) a statement of that party's position and a summary of arguments in support of that position and (ii) the name and title of the person who will represent that party in any negotiations to resolve the dispute.

b. Within twenty (20) days of written notice that there is a Dispute, employees of each party with authority to settle such Dispute shall meet in Stanford, California (or such other location as the parties mutually agree) or confer by telephone in an effort to reach an amicable settlement and to explore alternative means to resolve the dispute expeditiously (e.g., mediation).

c. If the Dispute, has not been resolved as a result of the procedure in Section 24(a) and (b) above or otherwise within forty-five (45) days of the initial written notice that there is a Dispute (or such additional time to which the parties may agree), the matter shall be resolved by final and binding arbitration in Palo Alto, California, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedure. If the parties are unable to agree on the arbitrator within sixty (60) days of the original written notice of Dispute (or such additional time to which the Parties may agree), the parties shall each appoint one arbitrator approved by JAMS and the two arbitrators shall select a third neutral, independent and impartial arbitrator from the list of arbitrators approved by JAMS.

d. Judgment on an arbitral award may be entered by any court of competent jurisdiction, or application may be made to such a court for judicial acceptance of the award and any appropriate order including enforcement.

e. Nothing herein, however, shall prohibit either party from seeking judicial relief in the Monterey County, California Superior Court or the U.S. District Court for the Northern District of California (and the corresponding appellate venues), if such party would be substantially prejudiced by a failure by the other party to act during such time that such good faith efforts are being made to resolve the claim or controversy.

f. The fees and costs of JAMS 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.

g. If any party should bring any action (arbitration, at law or in equity) to resolve any claim related to this Agreement or to interpret any term contained in this Agreement and except as set forth in Section 22(f), each party shall be responsible for the costs and expenses incurred by such party in connection with such action, including its own attorneys' fees and costs; provided, however, that the arbitrator or judge (or equivalent) 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 action if the arbitrator or judge (or equivalent) determines that the claim and/or position of a party were frivolous and without reasonable foundation.

23. MEDICARE AUDIT

LPCH will permit the Secretary of Health and Human Services, the U.S. Comptroller General, and their authorized representatives to have access to all data and records relating to the nature and extent of cost of Professional Services provided under this contract until four (4) years after furnishing of such Professional Services, in accordance with the Social Security Act and regulations. If LPCH carries out the requirements of this contract through a subcontract with a related party with a value of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, LPCH will include this right of access to books and records in each subcontract. This Section shall be in force and effect only to the extent required by law.

24. CONFIDENTIALITY AND PRIVACY

LPCH agrees to maintain, and ensure Physicians maintain, the confidentiality, privacy, and security of patient information to the extent required by law and County policy. Without limiting the generality of the foregoing, LPCH agrees to comply, and ensure Physicians comply, with the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder ("HIPAA") with respect to the privacy and security of "protected health information" (as defined by HIPAA) created, transmitted, maintained or received by LPCH or Physicians pursuant to, or in connection with, the performance of LPCH or Physicians' obligations under this Agreement. County shall be responsible for providing patients with a notice of privacy practices which covers Physicians' rights to access protected health information for patients treated by Physicians at the Clinics. County shall be responsible for any HIPAA compliance obligations with respect to patients treated by Physicians at the Clinics under this Agreement. For purposes of this section only, Physicians shall be considered to be part of the County's workforce. Additionally, all proceedings, files, records and related information of County and its committees pertaining to the evaluation and improvement of the quality of patient care at the Clinics shall be kept strictly confidential. Neither party shall voluntarily disclose such confidential information, either orally or in writing, except as may be expressly required by law and pursuant to a written authorization by the other party. This covenant shall survive the termination or expiration of this Agreement.

25. COMPLIANCE WITH LAWS

It is the intent of the parties that this Agreement and each of its provisions comply, in all respects, with applicable laws.

[Remainder of page intentionally left blank]

IN WITNESS, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

COUNTY OF MONTEREY

LPCH

By: _____

By: Kim Roberts

Date: _____

Elsa Jimenez, Director of Health
Department of Health

Name: Kim Roberts

Title: Chief Strategy Officer

Approved as to Fiscal Provisions:

Date: _____

By: [Signature]
Gary Giboney, Auditor-Controller

Acknowledged and Agreed:

Date: 8-30-17

By: [Signature]

Name: Leslee Subak, M.D.

Title: Chair, Dept. of Obstetrics &
Gynecology

Approved as to Legal Form:

By: [Signature]
Stacy L. Saetta, Deputy County Counsel

Date: 8/24/17

Date: 8/30/17

RISK MANAGEMENT

COUNTY OF MONTEREY

Approved as to Liability Provisions:
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: [Signature]
Steve Mauck, Risk Management

By: _____

Date: 9/6/17

EXHIBIT A

Physicians Providing Professional Services

Marcy Rode, M.D.
Mark Boddy, M.D.
Scarlett Karakash, M.D.

The Physicians listed above are provided by LPCH subject to his/her availability. If the scheduled Physician is not available, LPCH reserves the right to substitute and add another similarly qualified Physician with the prior approval of County. Only one LPCH Physician will be present at each of the clinic sessions.

EXHIBIT B

1. Sites of Service

The services shall primarily be provided at the following location:

Laurel Clinics
1441 Constitution Blvd., Bldg. 400, ,
Salinas, CA 93906.

2. Services Schedule and Requirements

LPCH shall ensure Physician(s) provide the professional services one (1) full day per week to perinatology patients of County during the term of this Agreement, at Sites of Service during regular operating hours (i.e., 8 am to 5 pm, excluding holidays recognized by Stanford University and vacation as allowed under Stanford University's employment policies and scheduled with County) according to a mutually agreed upon schedule. If Physician scheduled is unavailable or his/her schedule needs modification, LPCH shall inform County in advance. LPCH will be responsible for ensuring adequate coverage, if needed. Both parties shall provide notice, with a minimum of thirty days (30) days, should frequency of clinics change.

Clinics falling on a County holiday will be cancelled or rescheduled on agreement between LPCH and County. If patients are unable to obtain a clinic appointment within a reasonable time period, additional clinics may be arranged by LPCH with the approval of the County's Outpatient Services Manager and/or Clinic Services Bureau Chief.

LPCH shall provide prompt written notice to County in the event any Physician resigns, is terminated by LPCH, or otherwise ceases to provide professional services.

3. Description of Services

LPCH shall ensure Physician(s):

A. Provide all perinatology medical services (i) in accordance with the standards of ethics and practice and quality consistent with the standards of medical practice in the community and in conformity with all applicable legal requirements, and (ii) adhere to the provisions of this Agreement, to all applicable federal, state and local statutes, regulations and rules, and to applicable County policies.

B. Be provided with applicable medical records and results from required diagnostic tests, including laboratory and radiology, available for review at the time of patient visit.

C. Provide guidance to the mid-levels and those working in the clinics.

D. Perform routine administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports. When a patient requires hospital admission, the Physician will consult with clinic staff and/or ob-gyn physician(s), who will direct that process in consultation with the Physician.

E. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered.

F. Perform functions assigned by the clinic's Medical Director, including:

- a. Patient care reviews
- b. Evaluation of patient care practice

G. Cooperate with clinic staff, peers and supervisors in providing perinatology services. Comply with all applicable laws, standards, regulations, and accreditation requirements applicable to the operation of the clinics.

H. Use best efforts to keep current with developments and changes occurring in his/her field of practice or scope of employment.

I. Comply with all Bylaws, Policies, Rules and Regulations of the Health Department, the Medical Staff, and LPCH's Clinical Medical Department, and with all State and Federal laws and regulations regarding the transfer of patients and treatment of emergency department patients.

J. Not be required by this Agreement to treat a type of illness or injury that falls outside the scope of obstetrics and gynecology; however, Physician(s) are expected to make every reasonable effort to arrange for alternate treatment for such a patient.

K. Provide guidance and leadership to the Laurel Health Clinics, High Risk Obstetrics Program, which includes consulting on high risk OB patients; being role models for respectful communication; working with clinic staff to establish a quality agenda and to develop a quality dashboard that demonstrates quality of care; developing reliable care pathways for common clinical diagnoses and assisting in the development of measurements for these pathways.

L. Actively participate in the weekly High Risk Obstetrics meeting.

M. Give Grand Rounds each year.

N. Consult with the clinic's physicians to develop the highest quality OB ultrasound capabilities.

EXHIBIT C

Compensation for Professional Services

A. In consideration for performance of Professional Services, the County shall pay to LPCH One Hundred Twenty Thousand Dollars (\$120,000.00) per year (Ten Thousand Dollars (\$10,000.00) per month) for services provided by Physician at the Clinic(s) during the term of this Agreement. County shall not pay LPCH for days Physician is not in Clinic per the service schedule stated in Exhibit B. Compensation under this Agreement shall only be for one physician providing services per clinic session. The County shall not compensate LPCH for additional providers in Clinic.

B. LPCH shall invoice County on a monthly basis and County shall make all payments to the "Lucile Salter Packard Children's Hospital at Stanford" on or before the first day every month during the term of this Agreement. All payments, along with a copy of the invoice, shall be sent to the following address:

Accounting Department
Lucile Salter Packard Children's Hospital at Stanford
725 Welch Road, MC 5553
Palo Alto CA 94304
Attn: Controller

EXHIBIT D

Reassignment

At the direction of Stanford University and LPCH, I hereby reassign to the County, all of my rights, if any, to bill and receive payment for my services furnished to patients at the sites of service specified in Exhibit B and rendered pursuant to that certain Physician Services Agreement effective October 1, 2017 between LPCH and the County. This reassignment shall terminate upon termination of the above-referenced Agreement or upon written notice by LPCH to the County.

Print Name _____

Signed _____

Date _____