

**AGREEMENT BETWEEN COUNTY OF MONTEREY ON BEHALF OF
NATIVIDAD MEDICAL CENTER AND MEDICAL DOCTOR ASSOCIATES,
LLC DBA CROSS COUNTRY LOCUMS**

This AGREEMENT is made and entered into by and between County of Monterey, on behalf of Natividad Medical Center, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Medical Doctor Associates, LLC. dba Cross Country Locums, hereinafter referred to as "CONTRACTOR."

1.0 RECITALS

County of Monterey ("County") owns and operates Natividad, a general acute care teaching hospital facility located in Salinas, California and various outpatient clinics (collectively, the "Clinic") under its acute care hospital license.

WHEREAS, COUNTY has issued Request for Proposals ("RFP") RFP# 9600-94 to obtain **Locum Tenens Managed Services Provider (MSP)** services for managing locum tenens physician, certified registered nurse anesthetist, nurse practitioner, and physician assistant staffing needs for Natividad, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested; and

NOW THEREFORE, COUNTY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

2.0 PERFORMANCE OF THE AGREEMENT

- 2.1 After consideration and evaluation of the CONTRACTOR'S proposal, COUNTY hereby engages CONTRACTOR to provide the services set forth in RFP #9600-94 and in this AGREEMENT on the terms and conditions contained herein and in RFP #9600-94. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments and Exhibits
RFP #9600-94 and all associated Addenda

CONTRACTOR’S Proposal dated October 31, 2025
Certificate of Insurance
Additional Insured Endorsements

- 2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: This AGREEMENT, RFP #9600-94 including all attachments and exhibits, Addenda issued, CONTRACTOR’s Proposal, Certificate of Insurance, and Additional Insured Endorsements.
- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - 2.4.1 CONTRACTOR must ensure that assigned providers maintain all necessary licenses and certifications throughout their assignment.
- 2.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

3.0 SCOPE OF SERVICE

3.1 CONTRACTOR Obligations.

- 3.1.1 Through its System, CONTRACTOR shall engage with established locum tenens agencies for the referral of qualified providers, including, but not limited to, physicians, Certified Registered Nurse Anesthetists (“CRNAs”), nurse practitioners (“NPs”), and physician assistants (“PAs”) (collectively referred to as “Providers”) in one or more of the medical specialties listed in Exhibit A-Rate Sheet attached hereto as Exhibit A allowing NMC to fill its vacancy requests promptly with qualified Providers. It shall be CONTRACTOR’s responsibility to search for, screen and pre-

qualify Providers before referring such Providers to NMC for consideration and services.

- 3.1.2 CONTRACTOR shall make available a designated point of contact to assist NMC with its staffing and credentialing needs. Such point of contact shall be available during NMC's normal business hours seven days per week including weekends and holidays at no additional charge. Designated point person must be able to respond to requests within 24 hours.
- 3.1.3 CONTRACTOR must exercise due diligence in selecting its Provider(s) and put forth its best efforts to furnish qualified medical professionals for the specialties listed in Exhibit A-Rate Sheet to County, as requested.
- 3.1.4 CONTRACTOR shall furnish to NMC, upon NMC's request, referrals for Provider(s), for the period requested by NMC and in the Specialty or Specialties identified by NMC (pursuant to Exhibit A-Rate Sheet), to provide medical services to NMC's patients, upon the terms and subject to the conditions set forth in this Agreement.
- 3.1.5 CONTRACTOR shall obtain and provide a completed Request for Medical Staff Application (**Pre-Application**) form for each and all potential applicants to NMC. NMC will review completed forms and determine if potential applicants are eligible to apply to NMC Medical Staff. A copy of the Request for Medical Staff Application (Pre-Application) is attached hereto as **Exhibit C**.
- 3.1.6 CONTRACTOR shall obtain and provide to NMC, the documentation listed in **Exhibit D**, including but not limited to the following documentation for each Provider candidate presented: a) Current Curriculum Vitae for physicians who shall be Board certified, or Board eligible; b) American Medical Association Credentials Verification Report; c) Valid California medical license; d) Current National Provider Identifier (NPI) credentials; e) Current Drug Enforcement Agency (DEA) credentials; f) American Board of Medical Specialty Certification (if any); g) Certification status from Educational Commission for Foreign Medical Graduates (ECFMG) – if applicable; h) Driver's license; i) A minimum of three (3) written references (preferably from hospitals), plus two (2) facility verifications; j) Disciplinary Action Report from the Federation of State Medical Boards and the California Medical Board; and k) Proof of current, unrestricted certification to participate in the Medicare and Medi-Cal programs.
- 3.1.7 CONTRACTOR shall assure that each Provider (1) has an unrestricted license to practice medicine in the State of California ("State"); (2) is board certified in his or her Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties, or Board "eligible;" and (3) has and maintains a valid

and unrestricted United States Drug Enforcement Administration (“DEA”) registration. 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 shall assure that each Provider referred reviews, is familiar with, and complies with all applicable requirements of such OIG compliance bulletins.

- 3.1.8 CONTRACTOR must maintain and make available all historic credentialing and license documents on Providers for a period of no less than seven (7) years in the event of State or TJC audits.
- 3.1.9 CONTRACTOR shall provide NMC with detailed reporting of all NMC staffing utilization requested by NMC from time to time with no additional cost to NMC for such reports.
- 3.1.10 CONTRACTOR shall provide NMC a written letter of confirmation for each assignment. Such assignment letter shall contain the following agreed upon criteria:
 - Name of Provider
 - Assignment start date
 - Assignment end date
 - Rate

Assignments are contingent upon completion of Medical Staff Credentialing.

3.2 Provider Requirements.

- 3.2.1 CONTRACTOR shall expressly require and assure that all Providers referred by CONTRACTOR to NMC comply with the following performance requirements: a) Compliance in all respects with Business Associates Agreement and all applicable confidentiality requirements; b) Compliance in all respects with the Certification of Physician for County of Monterey; c) Compliance in all respects with NMC’s policies, NMC’s Medical Staff Bylaws and Rules and Regulations, and with all applicable Medical Staff policies and protocols; d) Compliance with the Code of Conduct for Medical Staff members; and e) Compliance with all Federal and State health information confidentiality laws, regulations and related requirements, including but not limited to, the Federal HIPAA and HITECH laws, and the California State Confidentiality of Medical Information Act.
- 3.2.2 CONTRACTOR shall require that all Providers referred pursuant to this Agreement provide timely initial care and follow-up services for all NMC patients treated by such Provider, regardless of the patient’s ability to pay for services.

- 3.2.3 CONTRACTOR's provision to NMC of one (1) or more Provider to provide the Services under this Agreement shall be subject to NMC's prior written approval, which approval may be given, withheld, or conditioned by NMC in its sole discretion. In the event NMC withholds approval with respect to any Provider, CONTRACTOR shall furnish a substitute Provider who is acceptable to NMC.
- 3.2.4 CONTRACTOR shall require that, during the term of this Agreement, all Providers providing services to NMC satisfy the professional standards and qualifications set forth in this Agreement, and comply with all obligations, prohibitions, covenants, and conditions imposed on CONTRACTOR pursuant to this Agreement.
- 3.2.5 CONTRACTOR shall ensure that all services are performed on the NMC's premises are provided by Providers who have been approved and accepted by NMC, and who have not been removed in accordance with this Agreement.
- 3.2.6 CONTRACTOR shall require that each Provider referred to NMC has been appropriately credentialed to work at NMC prior to commencing such work and has maintained all temporary clinical privileges at NMC as are necessary for the performance of Provider's obligations under this Agreement.
- 3.2.7 CONTRACTOR shall require that each Provider maintain and submit timesheets that provide a true and accurate accounting of time spent on a daily basis providing the services.
- 3.2.8 CONTRACTOR shall require that each Provider utilize NMC's electronic medical record and telecommunication system.
- 3.2.9 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are not employees of NMC (Monterey County), or immediate family of an employee of NMC.
- 3.2.10 CONTRACTOR shall certify, and shall ensure that each of CONTRACTOR'S locum tenens staffing agencies performing services under this AGREEMENT certifies, one of the following:
 - a. A Provider of a locum tenens staffing agency assigned to NMC is not currently receiving a retirement benefit from the California Public Employees' Retirement System ("CalPERS") (regardless of whether or not such benefit derives from service rendered to NMC or Monterey County); or
 - b. All of the following are true of the Provider of a locum tenens staffing agency assigned to NMC:

1. They have been retained for such work for a limited duration, the ending of such period the certification shall explain;
 2. They will not be permitted to work more than 960 hours in any fiscal year;
 3. They are not currently employed or under contract to work with any other public employer that contracts with CalPERS for retirement benefits (a “CalPERS Employer”);
 4. They have not received unemployment insurance benefits for prior retired annuitant work for any CalPERS Employer during the 12 months prior to their being appointed to provide services to NMC pursuant to this RFP;
 5. They will be paid by the CONTRACTOR at a rate that is at least the minimum rate, and does not exceed the maximum rate, paid by NMC to its regular employees performing comparable duties;
 6. They have been separated from the employment under which they earned CalPERS benefits for at least 180 days prior to being appointed to provide services to NMC pursuant to this RFP, unless an exception applies.
 7. If they are under the applicable normal retirement age:
 - i. There was no verbal or written agreement between them and any agent of NMC; and
 - ii. They have been separated from the employment under which they earned CalPERS benefits for at least 60 days prior to being appointed to provide services to NMC pursuant to this RFP, with no exceptions.
- c. For the avoidance of doubt, under Section 3.2.10 CONTRACTOR shall be responsible for, and shall ensure that each of CONTRACTOR’S locum tenens agencies performing services under this AGREEMENT shall be responsible for, tracking cumulative days of all Providers who are retired annuitants under CalPERS, including retired annuitant Providers who are physicians, CRNAs, NPs, and PAs, for purposes of the 960-hour limitation applicable to retired annuitants.
1. CONTRACTOR shall notify the Director of Medical Center Physician Services, physicianservices@natividad.com when the hours of a retired annuitant Provider of the locum tenens staffing agency working for the NMC are approaching 800 hours within a fiscal year (7/1-6/30).
 2. A retired annuitant Provider of the locum tenens staffing agency shall not be assigned to work at the NMC for more than 960 hours in a fiscal year (7/1-6/30).

3. Neither NMC nor the County shall pay CONTRACTOR for services rendered by a retired annuitant Provider of the locum tenens staffing agency beyond 960 hours per fiscal year.
- d. CONTRACTOR shall indemnify and hold harmless NMC, the County of Monterey, and all of their agents, employees, officers, consultants, elected officials, and board members for any claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees, court costs, and costs of investigation and appeal), suffered or incurred by them as a direct or indirect result of any misrepresentations or false statements with respect to the matters addressed by this Section 3.2.10, or for any violations by them of the provisions of California Gov. Code Section 7522.56.

3.2.11 Pursuant to California Government Code section 20305, subdivision (a)(3)(B), CONTRACTOR shall be responsible for and shall ensure that each of CONTRACTOR'S locum tenens agencies performing services under this AGREEMENT shall be responsible for, tracking cumulative days of Providers who are CRNAs, NPs, and PAs and other employees of locum tenens staffing agencies assigned to NMC.

- a. CONTRACTOR shall notify the Director of Medical Center Physician Services, physicianservices@natividad.com when the hours of Providers who are CRNAs, NPs, PAs, and other employees of the locum tenens staffing agency working for the NMC are approaching 100 days, if employed on a per diem basis or, if employed on other than a per diem basis, 960 hours within a fiscal year (7/1-6/30).
- b. A CRNA, NP, PA, or other employee of the locum tenens staffing agency shall not be assigned to work at the NMC for more than 120 days, if employed on a per diem basis or, if employed on other than a per diem basis, 960 hours in a fiscal year (7/1-6/30).
- c. Neither NMC nor the County shall pay CONTRACTOR for services rendered by a CRNA, NP, PA, or other employee of the locum tenens staffing agency beyond 120 days, if employed on a per diem basis or, if employed on other than a per diem basis, 960 hours per fiscal year.
- d. For avoidance of doubt, Section 3.2.11 does not require tracking of cumulative days of Provider physicians of locum tenens staffing agencies assigned to NMC, for purposes of the CalPERS 125-day /1,000-hour threshold applicable to temporary employees pursuant to California Government Code section 20305, subdivision (a)(3)(B), when certain

temporary employees become eligible for mandatory membership in the retirement system.

- e. CONTRACTOR shall indemnify and hold harmless NMC, the County of Monterey, and all of their agents, employees, officers, consultants, elected officials, and board members for any claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees, court costs, and costs of investigation and appeal), suffered or incurred by them as a direct or indirect result of any misrepresentations or false statements with respect to the matters addressed by this Section 3.2.11, or any other provision of the Government Code section 20305 limiting the hours or days that such person may provide services pursuant to this RFP.

3.2.12 CONTRACTOR shall provide NMC with no more than one single consolidated invoice per month. Such invoice shall include name of specialty, account, and sub account.

4.0 TERM OF AGREEMENT

4.1 This Agreement shall become effective upon the date it is fully executed by the parties (the "Effective Date"). Services shall commence on July 1, 2026 (the "Go-Live Date") and shall continue through and including June 30, 2029 (the "Expiration Date"), unless earlier terminated in accordance with the provisions of this Agreement.

COUNTY shall have the option, in its sole discretion, to extend this Agreement for up to two (2) additional one (1) year terms. COUNTY shall not be required to provide a reason for its decision not to exercise any renewal option.

4.2 CONTRACTOR shall commence negotiations for any desired fee changes a minimum of sixty days (90) prior to the expiration of this AGREEMENT in order to be considered.

4.2.1 Both parties shall agree upon changes to fees in writing.

4.3 COUNTY reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty-day (30) written notice, or immediately with cause.

5.0 COMPENSATION AND PAYMENTS

- 5.1 COUNTY shall pay CONTRACTOR in accordance with the payment provisions set forth in *Exhibit A: Rate Sheet* subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$12,000,000.
- 5.2 CONTRACTOR billing rates attached to the Agreement shall remain firm for the initial term of this AGREEMENT. Any proposed rate adjustments shall adhere to Section 4.2 and 4.2.1 herein.
- 5.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from COUNTY in writing.
- 5.5 Tax:
- 5.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 5.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

6.0 INVOICES AND PURCHASE ORDERS

- 6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly Natividad Medical Center at the following address:
- Natividad Medical Center
Attn: Accounts Payable
PO Box 81611
Salinas, CA 93912
- 6.2 CONTRACTOR shall reference RFP #9600-94 on all invoices submitted to Natividad Medical Center. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information

pertinent to the invoice. Natividad shall certify the invoice, either in the requested amount or in such other amount as Natividad approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor- Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 6.3 All Natividad Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included in the AGREEMENT must be approved by NMC in writing via an Amendment.

7.0 INDEMNIFICATION

- 7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including 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 performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors, except as set forth below solely with respect to medical malpractice.
- 7.2. CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including their respective 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) incurred by the County of Monterey as a result of any act or omission of medical malpractice by the locum tenens Providers but only to the extent arising out of services furnished hereunder by any agent, individual Provider, or employee, up to the amount of coverage secured for such agent, individual Provider or employee, which will be no less than \$1 million (inclusive of the Professional Liability Insurance provided for such Provider) per incident, and \$3 million in the annual aggregate. Notwithstanding anything to the contrary contained in this Agreement or any other agreement attached or incorporated hereto, the failure of an agent or individual Provider to obtain the required medical malpractice insurance coverage shall not relieve CONTRACTOR of its obligations under this Section 7.2 to indemnify, defend, and hold harmless the County of Monterey up to \$1 million per incident and \$3 million in the annual aggregate.

8.0 INSURANCE REQUIREMENTS

- 8.1 **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. CONTRACTOR shall also provide a "Certificate of Insurance" certifying that malpractice coverage as required herein has been obtained for or by each agent, employee, or individual Provider furnishing services under this Agreement.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, 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 the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 8.2 **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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 8.3 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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 \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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 \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional Liability Insurance: if required for the professional services being provided, in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis

rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

CONTRACTOR shall ensure that each agent or individual Provider performing services under this Agreement is required to maintain medical malpractice insurance coverage of no less than \$1 million (inclusive of the Professional Liability Insurance provided for such Provider) per incident, and \$3 million in the annual aggregate.

Cyber Liability Insurance:

CONTRACTOR agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of CONTRACTOR, its officers, employees, agents and Subcontractors under this Agreement and associated Business Associate Agreement. Without limiting the foregoing at a minimum, CONTRACTOR's required insurance shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or certificate evidencing the policy shall be provided to the County at the County's request.

- 8.4 Other Requirements:** All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. 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 years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds 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.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

Primary Coverage: For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against the County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five 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 shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five 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 County, at its sole discretion, to terminate this Agreement immediately.

9.0 RECORDS AND CONFIDENTIALITY

- 9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any

confidential records or other confidential information received from COUNTY or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to COUNTY any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 9.2 County of Monterey Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to COUNTY any COUNTY records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and COUNTY and Natividad Medical Center rules and regulations related to services performed under this AGREEMENT.
- 9.4 Access to and Audit of Records: Natividad Medical Center (COUNTY) have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of COUNTY or as part of any audit of COUNTY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.
- 9.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

10.0 NON-DISCRIMINATION

- 10.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination.
- 10.2 The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- 10.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

11.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 11.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 11.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 11.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 11.4 Any subcontractor shall comply with all of COUNTY requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

12.0 CONFLICT OF INTEREST

- 12.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of County.

13.0 COMPLIANCE WITH APPLICABLE LAWS

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to Natividad's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
- 13.4 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the COUNTY is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this AGREEMENT, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

14.0 DRUG FREE WORKPLACE

- 14.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the County's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads no contest to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the NMC department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

15.0 TIME OF ESSENCE

- 15.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

16.0 PERFORMANCE ASSURANCE

- 16.1 Assurance of Performance: If at any time COUNTY believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of COUNTY'S request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If COUNTY accepts the plan, it shall issue a signed waiver.
- 16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 FORCE MAJEURE

Neither NMC nor CONTRACTOR 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 reasonable control (a "**Force Majeure Event**"), including, without limitation, 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 in good faith use its best efforts to perform its duties and obligations under this Agreement.

If either NMC or CONTRACTOR wishes to claim protection with respect to a Force Majeure Event, it shall as soon as possible following the occurrence or date of such Force Majeure Event, notify the other Party of the nature and expected duration of the force majeure event and shall thereafter keep the other Party informed until such time as it is able to perform its obligations.

18.0 TRAVEL REIMBURSEMENT

18.1 Travel reimbursements are not permitted for this AGREEMENT. All rates are all inclusive.

19.0 EMERGENCY SITUATIONS

- 19.1 CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency. During the emergency, CONTRACTOR shall provide COUNTY with all available supplies, materials, equipment and/or services on a priority basis.
- 19.2 COUNTY expects emergency deliveries to occur within 4 hours of order placement and may be required during evenings, weekends, and holidays. Time is of the essence for delivery during emergency situations. Delivery location(s) and estimated arrival will be mutually agreed upon, by COUNTY and CONTRACTOR, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.

20.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT—HIPAA COMPLIANCE

CONTRACTOR agrees to operate its business in a manner as necessary to permit NMC to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

CONTRACTOR and NMC shall agree to and execute the Business Associates Agreement attached hereto as EXHIBIT B as a binding part of this AGREEMENT.

21.0 NON-APPROPRIATIONS CLAUSE

- 21.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for COUNTY for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, COUNTY will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for COUNTY or are otherwise available for payments.

22.0 NOTICES

- 22.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principal place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.
- 22.2 Notices mailed or faxed to the parties shall be addressed as follows:

TO NMC:

Natividad Medical Center

Attn: CONTRACTS DIVISION
1441 Constitution Blvd
Salinas, CA 93906
PHONE 831-755-4111

TO CONTRACTOR:

**Medical Doctor
Associates, LLC.
DBA dba Cross
Country Locums**

6551 Park of Commerce Blvd.
Boca Raton, FL
33487

23.0 LEGAL DISPUTES

- 23.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 23.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 23.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 23.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

24.0 GENERAL PROVISIONS

- 24.1 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.
- 24.2 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. Subject to Section 22.3, no other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.

25.0 MEDICAL SUPPLIES UTILIZATION

- 25.1 Exclusive Use of Supplies. All Providers assigned to NMC are required to exclusively use medical supplies, equipment, or materials provided by NMC when delivering services under this Agreement. These supplies have been vetted and approved for clinical use by COUNTY.
- 25.2 Prohibition on Independent Procurement. Providers are prohibited from independently procuring or using any medical supplies, equipment, or materials that are not provided by NMC.
- 25.3 Exception to Exclusive Use of Medical Supplies. Any exception to the requirement that Providers exclusively use medical supplies, equipment, or materials provided by NMC will be determined on a case-by-case basis only and must receive prior authorization from NMC through established hospital authorization mechanisms (e.g., Service Chief, Chief Medical Officer, nursing leadership) with documentation as required by NMC policy. No exceptions are permitted for independent procurement by a Provider, which is strictly prohibited.

26.0 FORMAT OF DELIVERABLES

For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the COUNTY under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the COUNTY against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

**COUNTY OF MONTEREY on behalf of
NATIVIDAD MEDICAL CENTER**

By: _____
Charles R. Harris, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: _____

CONTRACTOR

**Medical Doctor Associates, LLC. dba Cross
Country Locums**

See instructions below

DocuSigned by:
By: Karen Mote
(Signature of Chair, President, or Vice-President)

Karen Mote President

Name and Title

Date: 6/9/2026

Signed by:
By: Amiee Hawkins
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Amiee Hawkins Chief Operating Officer

Name and Title

Date: 6/9/2026

*****Instructions*****

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

Exhibit A - Rate Sheet

Specialty	ON SITE HOURLY	OFF SITE 24 HR CALL (Includes 8 hrs. pt care unless otherwise specified)	OFF SITE NIGHT CALL callback billed at hourly rate	Permanent Placement Fee
Anesthesiology	\$522.00 - \$563.00	\$4,580.00 - \$4,910.00	\$627.00 - \$676.00	\$ 27,591.00
Cardiology	\$403.00 - \$435.00	\$3,628.00 - \$3,882.00	\$484.00 - \$522.00	\$ 27,591.00
Cardiology, interventional	\$534.00 - \$576.00	\$4,676.00 - \$5,012.00	\$641.00-\$691.00	\$ 33,958.00
Cardiology, Invasive	\$618.00 - \$667.00	\$5,348.00 - \$5,738.00	\$742.00 - \$800.00	\$ 33,958.00
Critical Care/ICU (12 hour in-house)	\$394.00 - \$425.00	\$3,554.00 - \$3,802.00	\$473.00 - \$510.00	\$ 25,000.00
Critical Care/Traum Surgery (24 hour in-house)	\$250.00 - \$325.00	\$6,000.00 - \$7,800.00	\$250.00 - \$325.00	\$ 33,958.00
CRNA	\$337.00 - \$363.00	\$3,098.00 - \$3,310.00	\$404.00 - \$436.00	\$ 27,591.00
Dermatology	\$338.00 - \$365.00	\$3,110.00 - \$3,324.00	\$406.00 - \$438.00	\$ 27,591.00
Emergency Medicine	\$437.00 - \$472.00	\$3,902.00 - \$4,178.00	\$525.00 - \$566.00	\$ 26,000.00
Endocrinology	\$348.00 - \$376.00	\$3,190.00 - \$3,410.00	\$418.00 - \$451.00	\$ 27,591.00
Family Medicine	\$244.00 - \$281.00	\$2,352.00 - \$2,648.00	\$292.00 - \$337.00	\$ 27,591.00
Family Medicine w/OB	\$403.00 - \$435.00	\$3,630.00 - \$3,884.00	\$484.00 - \$522.00	\$ 27,591.00
Gastroenterology	\$570.00 - \$615.00	\$4,960.00 - \$5,320.00	\$684.00 - \$738.00	\$ 27,591.00
Surgery (General)	\$479.00 - \$517.00	\$4,238.00 - \$4,542.00	\$575.00 - \$621.00	\$ 27,591.00
Hematology/Oncology	\$555.00 - \$599.00	\$4,846.00 - \$5,198.00	\$667.00 - \$719.00	\$ 27,591.00
Hospitalist (FM/IM) (12-hour shift)	\$290.00 - \$315.00	\$2,720.00 - \$2,920.00	\$348.00 - \$378.00	\$ 25,000.00
Infectious Disease	\$310.00 - \$334.00	\$2,882.00 - \$3,078.00	\$372.00 - \$401.00	\$ 27,591.00
Neonatology	\$396.00 - \$428.00	\$3,574.00 - \$3,824.00	\$476.00 - \$513.00	\$ 37,142.00
Nephrology	\$408.00 - \$440.00	\$3,664.00 - \$3,922.00	\$489.00 - \$528.00	\$ 27,591.00
Neurological Surgery	\$587.00 - \$634.00	\$5,102.00- \$5,474.00	\$705.00 - \$761.00	\$ 27,591.00
Neurology	\$380.00 - \$410.00	\$3,440.00 - \$3,680.00	\$456.00 - \$492.00	\$ 27,591.00
Nurse Practitioner - Adult	\$175.00 - \$257.00	\$1,804.00 - \$2,456.00	\$210.00 - \$308.00	\$ 21,224.00
Nurse Practitioner - Critical Care (12-hour in-house)	\$210.00 - \$235.00	\$2,080.00 - \$2,280.00	\$252.00 - \$282.00	\$ 27,591.00
Nurse Practitioner - Neonatal (24-hour in-house)	\$209.00 - \$225.00	\$2,072.00 - \$2,204.00	\$250.00 - \$270.00	\$ 27,591.00
OB/GYN	\$345.00 - \$380.00	\$3,160.00 - \$3,440.00	\$414.00 - \$456.00	\$ 27,591.00
Ophthalmology (Surgery)	\$310.00 - \$334.00	\$2,882.00 - \$3,078.00	\$372.00 - \$401.00	\$ 27,591.00
Orthopedic Surgery	\$389.00 - \$420.00	\$3,514.00 - \$3,760.00	\$467.00 - \$504.00	\$ 27,591.00
Otolaryngology (ENT)	\$310.00 - \$334.00	\$2,882.00 - \$3,078.00	\$372.00 - \$401.00	\$ 27,591.00
Pathology	\$310.00 - \$340.00	\$2,880.00 - \$3,120.00	\$372.00 - \$408.00	\$ 27,591.00
Pediatric Outpatient	\$268.00 - \$289.00	\$2,544.00- \$2,712.00	\$321.00 - \$346.00	\$ 28,000.00

Pediatric Hospitalist (24-hour in-house)	\$140.00- \$170.00	\$3,360.00 - \$4,080.00	\$444.00 - \$552.00	\$ 30,000.00
Physical Medicine and Rehabilitation	\$308.00 - \$320.00	\$2,864.00 - \$2,960.00	\$369.50 - \$384.00	\$ 27,591.00
Physician Assistant	\$175.50 - \$257.00	\$1,804.00 - \$2,456.00	\$210.50 - \$308.50	\$ 21,224.00
Podiatry	\$250.00 - \$275.00	\$2,400.00 - \$2,600.00	\$300.00 - \$330.00	\$ 27,591.00
Primary Care (FM/IM)	\$244.00 - \$281.00	\$2,352.00 - \$2,648.00	\$292.75 - \$337.25	\$ 27,591.00
Pulmonology Outpatient	\$503.25 - \$543.00	\$4,426.00 - \$4,744.00	\$604.00 - \$651.50	\$ 27,591.00
Psychiatry	\$403.75 - \$435.50	\$3,630.00 - \$3,884.00	\$484.50 - \$522.50	\$ 27,591.00
Radiology Diagnostic	\$470.25 - \$507.25	\$4,162.00 - \$4,458.00	\$564.25 - \$608.75	\$ 27,591.00
Radiology interventional	\$498.75 - \$538.25	\$4,390.00 - \$4,706.00	\$598.50 - \$646.00	\$ 27,591.00
Rheumatology	\$323.00 - \$348.50	\$2,984.00 - \$3,188.00	\$387.50 - \$418.25	\$ 27,591.00
Urology	\$550.00 - \$650.00	\$4,800.00 - \$5,600.00	\$660.00 - \$780.00	\$ 27,591.00
Vascular Surgery	\$450.00 - \$600.00	\$4,000.00 - \$5,200.00	\$540.00 - \$720.00	\$ 27,591.00

1. Rates are all-inclusive of travel and administrative fees including Medical *Staff* application fee.
2. Holiday rate will be \$30 per hour in addition to the all-inclusive hourly rate for the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day.
3. Permanent Placement Fee is waived if Provider was previously contracted, employed or otherwise engaged with Hospital.
4. CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged any other client for the same services performed by the same individuals.
5. Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, verification of time spent providing the services, etc.
6. County may, at its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
7. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
8. Quarterly Revenue Share (Rebate). CONTRACTOR agrees to implement a quarterly revenue share based on the below listed amounts of quarterly revenue paid to the CONTRACTOR by the COUNTY for services paid for under this Agreement. Such quarterly revenue share shall be issued as a quarterly credit on COUNTY's account and shall only be applicable to amounts for services incurred and paid after the Effective Date of this Agreement and shall not be applicable to any amounts which remain outstanding on COUNTY's accounts. In order to receive such volume based quarterly revenue share credit, COUNTY must be current on accounts to receive such quarterly revenue share (all outstanding invoices not subject to a good faith dispute paid in full; excludes accounts submitted to COUNTY but not yet due). For purposes of clarity, the quarterly revenue share as described herein is reset every quarter.

Estimated annual rebate based on projected \$4,000,000 annual spending.

From	To	Rebate Earned	Estimated Rebate*
\$0	\$4,000,000	1.00%	\$40,000.00
		Total	\$40,000.00

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective 6/9/2026, 20__ (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Medical Doctor Associates, LLC. dba Cross Country Locums (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

A. WHEREAS, Business Associate provides certain Services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (the “Security Rule”), (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, The Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, To the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, 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”).

E. WHEREAS, The Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA, sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirement.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

AGREEMENT

1. DEFINITIONS

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code §1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality of PHI or Personal Information, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq.), the patient access law (Cal. Health & Safety Code §123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code §120975, et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code §5328, et seq.), and the medical identity theft law (Cal. Civil Code 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individuals, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. **PHI includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a Services Agreement between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

(c) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) Use PHI if necessary for the 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 PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as 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 person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that 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); and

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

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) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted or required by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in a Breach. A ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request. If Business Associate or Covered Entity determines that

such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall comply with the requirements of Section 3.1(a)(i) below;

(i) Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing any required notification to affected individuals, appropriate government agencies, and, if necessary the media, including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

(c) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other

information relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) 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. 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 ten (10) 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 thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) Disclose to its Subcontractors 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 to Covered Entity to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for access to PHI from an Individual; 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. Business Associate shall notify Covered Entity within ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) If applicable, 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) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with

the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(l) Unless prohibited by law, 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; and

(m) Maintain policies and procedures materially in accordance with State Confidentiality 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.

3.2 Business Associate Acknowledgment.

(a) 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.

(b) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA and the HITECH Act. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA or the HITECH Act.

(c) Business Associate further acknowledges that uses and disclosures of protected health information must be consistent with NMC's privacy practices, as stated in NMC's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online at: <http://www.natividad.com/about/quality-and-safety/privacy-practices> . Business Associate agrees to review the NMC Notice of Privacy Practices at this URL at least once annually while doing business with NMC to ensure it remains updated on any changes to the Notice of Privacy Practices NMC may make.

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 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;

(c) 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

(d) Notify Business Associate 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. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Section 4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA 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 BAA for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. 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 with 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. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Section 2 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided

*Approved by the County of Monterey Board of Supervisors on 11/01/16
and revised on 12/09/16*

that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This BAA 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 HIPAA, the HITECH Act, or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA 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 BAA 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:

Medical Doctor Associates, LLC. dba Cross Country Locums

Attn: Contracts Administration

5201 Congress Ave., Suite 160 Boca Raton, FL 33487

contracts@crosscountry.com

Phone: (561) 998-2232

Fax: _____

If to Covered Entity, to:

Natividad Medical Center
Attn: Compliance/Privacy Officer
1441 Constitution Blvd.
Salinas, CA 93906
Phone: 831-755-4111
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 BAA 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.

*Approved by the County of Monterey Board of Supervisors on 11/01/16
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5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with the Privacy Rule, the Security Rule, and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, 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 provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service Agreements and Business Associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this Agreement and associated Business Associate Agreement. Without limiting the foregoing, at a minimum, Business Associate's required insurance shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate.

Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or certificate evidencing the policy shall be provided to the County at the County's request.

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate.

Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

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

BUSINESS ASSOCIATE

COVERED ENTITY

By: _____

Signed by:
By: Amiee Hawkins
9601675C87EB4F0...

Print Name _____

Print Name: Amiee Hawkins

Print Title _____

Print Title: Chief Operating Officer

Date: _____

Date: 6/9/2026



Request for Medical Staff Application (Pre-application)

Name (please print): _____

- To qualify to receive an application packet, the Medical Staff and Board of Trustees of Natividad require the potential applicant to submit a completed pre-application form. If the requirements are met, the applicant will be eligible to apply to Natividad Medical Staff.
- Natividad Medical Staff Leadership will review the completed pre-application form.
- In the event where the pre-application requirements are not met, the potential applicant will be notified that they are not eligible for medical staff membership.

Please read carefully. If you do not meet these qualifications, please do not submit the pre-application.

PLEASE CHECK EITHER **YES** OR **NO** AND RETURN THIS FORM

- Are you currently licensed to practice in the State of California (or pending)?
 - Yes**— Additional information will be requested in the application packet.
 - No—STOP.** You do not meet the minimum requirements for membership and privileges.
- Have you been placed on probation or sanctioned by any State Licensing Board within the past five (5) years?
 - No**— Additional information will be requested in the application packet.
 - Yes—STOP.** You do not meet the minimum requirements for membership and privileges.
- Do you have professional liability insurance coverage with the limits of liability of at least \$1 million/\$3 million affording coverage at Natividad? **OR** Will be applying for Beta or The Mutual
 - Yes**— Additional information will be requested in the application packet.
 - No—STOP.** You do not meet the minimum requirements unless applying for Beta
- Have you ever been or are you excluded, under the authority of the OIG, from participating in federally sponsored health care programs?
 - No**— Additional information will be requested in the application packet.
 - Yes—STOP.** You do not meet the minimum requirements for membership and privileges.
- Have you been denied or removed from Medical Staff or Professional Staff at another Hospital or Healthcare Facility?
 - No**— Additional information will be requested in the application packet.
 - Yes—STOP.** Please provide complete details of the event and submit to the Medical Staff Office. Do not complete the Application until directed to by the Medical Staff Office

6. Have you established or plan to establish a practice or residence within a reasonable distance of the hospital?
 - Yes**— Additional information will be requested in the application packet.
 - No—STOP**. You do not meet the minimum requirements for membership and privileges.

7. Are you currently certified in your primary area of practice by either the American Board of Medical Specialties (ABMS) recognized board or AOA recognized board, ABPS, ABOMS, ABGD, ABPD or ABPP? Applicants who are not board certified at the time of application must obtain board certification within the timeframe defined by their specialty board. For Advance Practice Professionals (APP), are you currently certified by a National Certification board, i.e., CNM, NBCRNA, NCCNP, ANCC, NCCPA? **OR** N/A to Sexual Assault Forensic Examiners
 - Yes**— Additional information will be requested in the application packet.
 - No—STOP**. You do not meet the minimum requirements for membership and privileges.

8. Have you had activity at a Joint Commission, DNV Healthcare, or CMS accredited hospital within the past 24 months?
 - Yes**— Additional information will be requested in the application packet.
 - No—STOP**. You do not meet the minimum requirements for requesting privileges.

9. Has your medical staff membership or clinical privileges ever been involuntarily limited, reduced, surrendered, or revoked? Or have you ever voluntarily allowed to expire or withdrawn a request for membership or clinical privileges while under investigation or to avoid an investigation?
 - No**— Additional information will be requested in the application packet.
 - Yes—STOP**. Please provide complete details of the event and submit to the Medical Staff Office. Do not complete the Application until directed to by the Medical Staff Office

10. Have you ever been convicted of any crime (other than a minor traffic violation) or is any such action pending?
 - No**— Additional information will be requested in the application packet.
 - Yes—STOP**. Please provide complete details of the event and submit to the Medical Staff Office. Do not complete the Application until directed by the Medical Staff Office

11. Do you have any pending malpractice claims, any single action malpractice settlement more than \$100,000, more than two malpractice claims, or any malpractice action in the prior five years?
 - No**— Additional information will be requested in the application packet.
 - Yes—STOP**. Please provide complete details of the event and submit to the Medical Staff Office. Do not complete the Application until directed by the Medical Staff Office

Signature: _____ **Date:** _____