

UCSF at Natividad Medical Center

PROFESSIONAL SERVICES AGREEMENT
(Pediatric Services)

This Professional Services Agreement (the “Agreement”) entered into as of January 1, 2025, by and between The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the University of California, San Francisco, School of Medicine, Department of Pediatrics (hereinafter referred to as “UCSF”), and the County of Monterey (“COUNTY”) on behalf of Natividad Medical Center (“HOSPITAL”), and sets forth the terms and conditions under which UCSF will provide professional medical services to Hospital.

RECITALS

A. COUNTY owns and operates HOSPITAL, a general acute care teaching hospital facility located in Salinas, California, that offers a variety of medical services, including services Level III neonatal intensive care services and various outpatient clinics, including the pediatric cardiology clinic (collectively, the “Service”) under its acute care license.

B. UCSF operates a School of Medicine which includes a Department of Pediatrics and employs or contracts with physicians who are licensed to practice medicine in the State of California and are qualified to provide the services identified in this Agreement for the HOSPITAL’s patients;

C. HOSPITAL is in need of professional services and coverage for the Service.

D. UCSF desires to provide those services through its physicians as set forth in this Agreement. In doing so, UCSF shall support the mission of the University of California by providing teaching as well as involvement in research and community service.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and restrictions set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF UCSF

1.1 Professional Services and Coverage. During the term of this Agreement, UCSF shall provide professional services (“Contracted Services”) by its employed physicians (the “UCSF Physician(s)”), who are board certified or eligible in pediatrics (the “Specialty”), to HOSPITAL patients in need of Specialty services while at HOSPITAL’s outpatient clinics or admitted as inpatients at HOSPITAL, as set forth in Exhibit 1. The UCSF Physicians shall be available in the Service on the schedule established by UCSF and HOSPITAL by mutual agreement.

1.2 Location of HOSPITAL Facilities. The Contracted Services shall be provided at HOSPITAL's facilities in the Service located at 1441 Constitution Boulevard, Salinas, California.

1.3 Scope of Services. A detailed description of the Contracted Services is described in Exhibit 1, attached hereto and incorporated herein by reference. Each UCSF Physician(s) providing Contracted Services herein shall perform his or her professional medical duties in accordance with (a) HOSPITAL's Medical Staff Bylaws, rules and regulations, and policies; and (b) all rules and regulations generally applicable to physicians practicing medicine in California.

UCSF shall assure that the UCSF Physician(s) provide their respective Contracted Services, and complete all medical records and other required reports, in accordance with this Agreement, and with the applicable policies, by-laws, regulations, procedures established by HOSPITAL.

1.4 Physician Qualifications. Each UCSF Physician providing services under this Agreement shall be licensed in California as a physician and/or surgeon and board certified or board eligible in the Speciality, and shall have medical staff privileges in good standing at HOSPITAL.

1.5 Hours of Availability. UCSF Physicians will provide Services 8 hours per week, unless other arrangements have been made as agreed to in writing by the parties.

1.6 Standards. To the extent permitted by law, each UCSF Physician providing Services hereunder shall perform his or her professional medical duties in accordance with: (a) Hospital's Medical Staff Bylaws, rules and regulations, and policies; (b) all rules and regulations generally applicable to physicians practicing medicine in California; and (c) the standards and recommendations of The Joint Commission (TJC).

1.7 Time Reports. UCSF shall maintain and submit to HOSPITAL monthly time sheets that provide a true and accurate accounting of time spent providing the Contracted Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as Exhibit 2. UCSF shall submit all such time sheets to HOSPITAL no later than the tenth (10th) day of each month for Services provided during the immediately preceding month.

2. RESPONSIBILITIES OF HOSPITAL

HOSPITAL shall provide the following space, equipment, services, supplies and personnel in this Article 2 in accordance with sound medical and legal practices and any applicable federal and state laws and regulations, including the requirements of TJC and the Medicare Conditions of Participation.

2.1 Space. HOSPITAL shall provide UCSF Physicians with suitable space to perform the Services at the times described in Exhibit 1.. UCSF Physicians will perform the

services for Hospital solely at the location as set forth in this Agreement. HOSPITAL shall remain responsible for the overall operation of the Service and shall maintain such space and facilities in good and sanitary order, condition, and repair.

2.2 Equipment. HOSPITAL shall furnish all equipment and supplies necessary for UCSF Physicians to perform the Services in the Service. HOSPITAL will be responsible for ensuring that the equipment used by UCSF Physicians pursuant to this Agreement is maintained in good operating order, including any necessary maintenance and/or repairs.

2.3 Services and Supplies. HOSPITAL shall provide or arrange for the provision of janitorial services, housekeeping services, laundry and utilities, together with such other services, including medical records, administrative and engineering services, and expendable supplies as HOSPITAL and UCSF agree are necessary for the proper operation and conduct of the Service.

2.4 Personnel. HOSPITAL shall employ or otherwise retain all non-physician personnel, including nurses, technicians, therapists, and clerical personnel necessary for the proper operation and conduct of the Service. Hospital shall ensure that such personnel are appropriately trained and certified or licensed as necessary and are covered by HOSPITAL's insurance or have obtained equivalent coverage. HOSPITAL shall be solely responsible for satisfying any and all obligations for any personnel it retains, employs or contracts with to assist it to perform this Agreement. Such obligations shall include, but are not limited to, paying all federal and state withholding taxes applicable to employees, complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

3. COMPENSATION AND BILLING

3.1 Compensation to UCSF. HOSPITAL shall pay UCSF the sum of determined in accordance with Exhibit 3 (the "Compensation"), upon the terms and conditions set forth therein. The total amount payable by HOSPITAL to UCSF under this Agreement shall not exceed the sum of Two Hundred Thousand Dollars (\$200,000)

3.2 Billing. HOSPITAL shall be responsible for all billing and collection activities for Contracted Services provide by UCSF Physician(s), and shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such Contracted Services. HOSPITAL shall comply with applicable laws and customary professional practices governing billing for Medicare and Medi-Cal programs.

(a) UCSF shall cooperate with HOSPITAL in the billing and collection of fees with respect to Contracted Services rendered by UCSF or UCSF Physician(s). Without limiting the generality of the foregoing, UCSF shall cooperate with HOSPITAL in completing such claim forms with respect to Contracted Services rendered by UCSF or UCSF Physician(s) pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(b) UCSF shall seek and obtain compensation for the performance of Contracted Services only from HOSPITAL. UCSF shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for Contracted Services rendered by UCSF or UCSF Physician(s) pursuant to this Agreement.

(c) To the extent that HOSPITAL and UCSF are held jointly and severally liable for Federal Health Care Program overpayments relating to claims with respect to Contracted Services furnished by UCSF pursuant to this Agreement, such liability shall not be construed to diminish, limit, alter or otherwise modify in any way the parties' respective indemnification obligations under this Agreement. "Federal Health Care Program" shall mean Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f).

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

3.3 Compliance with Laws. HOSPITAL represents that it maintains a compliance program designed to promote adherence to applicable federal and state laws, regulations, and interpretations. HOSPITAL shall use its best efforts to ensure that all claims relating to the Services satisfy all applicable payor rules, regulations, and instructions. Without limiting the scope of the indemnification provided in Section 7.1 below, HOSPITAL shall indemnify, defend and hold harmless UCSF and UCSF Physicians from any liability, loss, damage, claim, fine, or expense, including costs and reasonable attorneys' fees, arising from any actual or alleged billing errors, false claims, or insurance fraud relating to claims for any Service.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be for a period of one (1) year, ^{mm} commencing on January 1, 2025 (the "Commencement Date"), and continuing through December 31, 2025 (the "Termination Date"), subject to the termination provisions of this Agreement

4.2 Termination Without Cause. Either party may terminate this Agreement without cause upon at least thirty (30) days' prior written notice to the other party.

4.3 Termination With Cause. Either party may terminate this Agreement upon the material breach of this Agreement by the other party by giving the other party fifteen (15) days'

prior written notice of such breach. If such breach is not cured by the breaching party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15)-day period.

4.4 Immediate Termination. Notwithstanding any other provision herein, this Agreement may be terminated immediately by either party if: (a) UCSF Physicians or HOSPITAL (including its individual physicians) have their respective license to practice medicine in the State of California suspended or revoked; (b) if the insurance coverage for UCSF Physicians or HOSPITAL, as required hereunder, is canceled or modified; or (c) if HOSPITAL fails to maintain its TJC accreditation or meet the requirements of the Medicare Conditions of Participation.

4.5 Termination or Modification in the Event of Government Action.

(a) If the parties receive notice of any Government Action, the parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate thirty (30) calendar days after one party notices the other of such fact.

(c) For the purposes of this Section, "Government Action" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to HOSPITAL, because of the alignment between the parties pursuant to this Agreement, if or when implemented, would:

(i) revoke or jeopardize the status of any health facility license granted to HOSPITAL or any Affiliate of HOSPITAL;

(ii) revoke or jeopardize the federal, state or local tax-exempt status of HOSPITAL or any Affiliate of HOSPITAL, or their respective financial obligations;

(iii) prevent UCSF or any UCSF Physician from being able to access and use the facilities of HOSPITAL or any Affiliate of HOSPITAL;

(iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if UCSF or any Group Physician referred patients to HOSPITAL or any Affiliate of HOSPITAL;

(v) prohibit HOSPITAL or any Affiliate of HOSPITAL from billing for

services provided to patients referred to by UCSF or any UCSF Physician;

(vi) subject HOSPITAL or UCSF, any UCSF Physician, or any Affiliate of HOSPITAL, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or

(vii) jeopardize HOSPITAL's full accreditation with any accrediting organization as HOSPITAL designates from time to time.

(d) For the purposes of this Agreement, "Affiliate" shall mean any entity which, directly or indirectly, controls, is controlled by, or is under common control with HOSPITAL.

4.6 Compliance. The Compliance Officer of either party, on advice of legal counsel, may terminate the Agreement at any time upon notice to the other party based upon a determination, in the Compliance Officer's reasonable discretion, that this Agreement presents a compliance risk for that party.

5. MEDICAL RECORDS

5.1 Confidentiality. The parties agree to maintain the confidentiality of all medical records pertaining to the provision of services under this Agreement in accordance with applicable federal and state laws and regulations including but not limited to the California Confidentiality of Medical Records Information Act, codified at Section 56.1 of the California Civil Code and California Evidence Code Sections 1156 and 1157.

5.2 Ownership. All medical records and charts created at HOSPITAL by UCSF Physicians pursuant to this Agreement shall be and remain the property of HOSPITAL; provided, however, UCSF and/or UCSF Physicians shall be entitled to inspect and/or obtain copies of all such records upon request.

5.3 Notification of Disclosures. Each party agrees to notify the other party's privacy office of the unauthorized access, use, or disclosure of any personally identifiable information, or protected health information known or suspected by such party within two (2) days of learning of the same in order to ensure that the reporting of such unauthorized access, use or disclosure of this information is reported within five (5) days of detection to the California Department of Public Health (CDPH) and as appropriate, to the Office of Civil Rights and Centers for Medicare and Medicaid Services. Each party's privacy office will oversee the required notification to CDPH.

5.4 Costs Associated with Disclosure. Each party agrees that if they fail to adhere to any of the privacy, confidentiality, and/or data security provisions set forth herein and, as a result, personally identifiable information or protected health information is unlawfully accessed, used or disclosed, that they agree to pay, upon written demand of the other party, all costs

associated with any notification to affected individuals required by law or deemed appropriate, and that they also agree to pay for any and all fines and/or administrative penalties imposed for such unauthorized, access, use or disclosure of personally identifiable information or protected health information or for delayed reporting.

6. STATUS OF THE PARTIES

It is the express intention of the parties that the legal status of UCSF to HOSPITAL shall be that of an independent practice, furnishing the services of its employees to HOSPITAL under a contractual arrangement which constitutes neither a partnership, joint venture, or a cost-sharing arrangement. UCSF shall be solely responsible for paying or withholding all relevant taxes arising from the compensation of the UCSF Physicians, and UCSF shall be solely responsible for all other governmental requirements applicable to UCSF and the UCSF Physicians arising out of their employment relationship. The UCSF Physicians shall have no claim under this Agreement, or otherwise, against HOSPITAL for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of UCSF.

7. INDEMNIFICATION AND INSURANCE

7.1 Indemnification by HOSPITAL. HOSPITAL shall, defend, indemnify and hold UCSF, UCSF Physicians, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOSPITAL, its officers, employees, or agents.

7.2 Indemnification by UCSF. UCSF shall, defend, indemnify and hold HOSPITAL, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCSF, its officers, employees, or agents.

7.3 Insurance for HOSPITAL. HOSPITAL shall secure and maintain the insurance coverage described in **Exhibit 4**, a copy of which is attached hereto and incorporated herein by this reference.

7.4 Insurance for UCSF Physicians. UCSF shall secure and maintain coverage on behalf of UCSF Physicians in accordance with UCSF policies and procedures described in **Exhibit 5**, attached hereto and incorporated herein by this reference.

8. USE OF NAME AND MARKETING

8.1 Use of Name. The parties agree that any use of the “UCSF,” or the “University of California” name or other similar references to the University of California San Francisco, its physicians or facilities, shall be subject to the prior written approval of The Regents of the University of California in accordance with the provisions of applicable law, including but not limited to California Education Code Section 92000.

8.2 Marketing of UCSF Physicians. HOSPITAL shall not advertise or use any of the UCSF Physician’s names in any marketing materials without UCSF’s prior written consent.

9. COOPERATION IN DISPOSITION OF CLAIMS.

HOSPITAL and UCSF agree to cooperate with each other in the timely investigation and disposition of certain audits, disciplinary actions and third-party liability claims arising out of any Services provided under this Agreement. To the extent allowed by law, HOSPITAL and UCSF shall have reasonable and timely access to the medical records, charts, and/or de-identified quality assurance data of the other party relating to any claim or investigation related to Services provided pursuant to this Agreement. Provided, however, that nothing shall require either HOSPITAL or UCSF to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege. UCSF shall be responsible for discipline of UCSF Physicians in accordance with UCSF’s applicable policies and procedures.

To the extent allowed by law and in accordance with the applicable institution policies, the parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. HOSPITAL shall notify UCSF of any disciplinary concern involving UCSF Physicians that it becomes aware of, including but not limited to allegations of sexual harassment or sexual violence. The failure to provide notice shall not be deemed a breach of the Agreement, and such failure to do so shall not relieve the indemnifying party of its indemnity obligations if such delay does not prejudice the defense thereof.

It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from Services performed under this Agreement, and making witnesses available; provided, however only to the extent consistent with UCSF policies and only so long as any personnel assistance by UCSF does not materially interfere with any UCSF employee’s performance of his or her UCSF employment responsibilities.

10. PATIENT RECORDS.

Any and all of HOSPITAL’s medical records and charts created at HOSPITAL’s facilities as a result of performance under this Agreement shall be and shall remain the property of HOSPITAL. Both during and after the term of this Agreement, UCSF shall be permitted to inspect and/or duplicate, at UCSF’s expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any

disciplinary action; (3) for educational or research purposes; and/or (4) necessary for UCSF to ensure compliance with all regulatory requirements. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

11. COMPLIANCE WITH LAWS

The parties shall comply with all applicable state and federal laws and regulations and with the requirements of TJC and CCS.

11.1 Records. If required by the applicable provisions of the Social Security Act related to reasonable cost determinations of hospitals, until the longer of ten (10) years after the termination of this Agreement or the length of time required by law, UCSF shall make available upon written request from the Secretary of the United States Department of Health and Human Services, or upon request from the Comptroller General of the United States, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to verify the nature and extent of the costs of the services provided by UCSF under this Agreement.

11.2 Nature of Services, Compensation. Neither UCSF nor any UCSF Physician shall perform hereunder, and none is being compensated hereunder for, any marketing services with respect to the Contracted Services to be performed at HOSPITAL. HOSPITAL represents that no part of the compensation paid hereunder is in exchange for the referral or arrangements for referral of any patient to HOSPITAL. UCSF represents that, in connection with the Contracted Services to be performed by UCSF Physician(s) hereunder, all compensation to its employees, independent contractors or other entities or persons performing Contracted Services on behalf of UCSF pursuant to this Agreement shall be compensation in a manner that complies fully with a “safe harbor” to the Federal Anti-Kickback Statute, an exception to the Stark Laws and an appropriate exception to any state statutes similar to either or both of the foregoing federal statutes, as applicable.

11.3 Application of Requirements. HOSPITAL and UCSF specifically recognize that it is each party’s intent to provide services to patients covered by the Medicare program (Title XVIII of the Social Security Act) and that each has an obligation to comply with the requirements of the Medicare program for payment for services provided by hospital-based physicians to the extent that such services are provided pursuant to this Agreement. Each party hereby agrees to cooperate with the other in order to assure that these requirements are met.

11.4 Compliance, Generally. Both parties to this Agreement shall comply fully with all applicable provisions of federal and state law and other rules and regulations of any and all governmental authorities and accrediting agencies relating to the transfer of patients, including without limitation EMTALA, the Consolidated Omnibus Budget Reconciliation Act (42 U.S.C. section 1395dd, also known as COBRA), the Health Insurance Portability Act of 1996 (42 U.S.C. § 1320 through d-8, also known as HIPAA), California laws and regulations.

12. FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, a pandemic or other national, state or locally declared public health crises, strikes or other work interruptions by the parties' employees, or any similar or dissimilar cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstance.

13. GENERAL

13.1 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with and subject to the laws of the State of California without regard to its conflict of law provision.

13.2 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

13.3 Assignment. Neither party may assign, delegate or transfer in any manner the obligations and rights set forth in this Agreement.

13.4 Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

13.5 Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

13.6 Notice. All notices, demands and other communications to be given or delivered under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered, if personally delivered by hand; (ii) when received, if sent by UPS, FedEx or other similar overnight service; (iii) 3 business days after being mailed, if sent by first class mail, return receipt requested, or (iv) when receipt is acknowledged by an affirmative act of the Party receiving notice, if sent electronically (provided that such an acknowledgment does not include an acknowledgment generated automatically by an electronic transmission device). Notice given by e-mail shall be to the address provided in this Agreement and shall include the following text in the Subject field: FORMAL LEGAL NOTICE.

If to UCSF: UCSF Department of Pediatrics
550 16th Street Box 0110
San Francisco, CA 94143
c/o Peds Accounting

With a copy to:

Business Contracts Director
Office of Sponsored Research
University of California, San Francisco
490 Illinois Street, Fourth Floor
Campus Box 0962
San Francisco, CA 94143
use 94158 for Federal Express.
orbusinesscontracts@ucsf.edu

If to HOSPITAL:

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

13.7 Change in Law. In the event that a change in state or federal law, statute, regulation, or enforcement or same materially affects this Agreement, the parties agree to negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the terms of this Agreement. If the parties fail to reach a mutually agreeable amendment within sixty (60) days of such negotiation period, this Agreement shall terminate at the end of such sixty- (60) day period.

13.8 Third Parties. This Agreement is not intended and shall not be construed to create any rights for any third party.

13.9 Exhibits. All exhibits referred to herein are hereby incorporated herein. In the event that any provision of this Agreement conflicts with any exhibit to this Agreement, the exhibit shall control with respect to the subject matter of such exhibit.

13.10 Counterparts; Electronic Copies. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, electronic signature, .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties to this document agree that a digital signature or copy of the original signature may be used for any and all purposes for which the original signature may have been used. The parties agree they will have no rights to challenge the use or authenticity of this document based solely on the absence of an original signature.


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

13.12 Ability to Enter Agreement. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

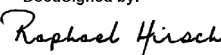
*[Space intentionally left blank]
[Signature page to follow]*

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year set forth in Article 4 above.


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

By: 
016A8FBA9C704C8...
Neal Cohen, MD

Its: Vice Dean, UCSF, School of Medicine
Date: 12/19/2024

Read By: 
A92FE51CFE014F7...
Raphael Hirsch, M.D.
Chair, Department of Pediatrics

NATIVIDAD MEDICAL CENTER (“HOSPITAL”)

By: 
4E1F837D204E481...
Charles R. Harris, MD

Its: Chief Executive Officer
Date: 12/20/2024 | 5:13 PM PST

APPROVED AS TO LEGAL PROVISIONS: (“HOSPITAL”)

By: 
696D21D44G4341D...
Stacy Saetta, Deputy County Counsel

Date: 12/20/2024 | 5:01 PM PST

APPROVED AS TO FISCAL PROVISIONS:

By: 
4E7E657875454AE...
Deputy Auditor/Controller

Date: 12/20/2024 | 5:07 PM PST

EXHIBIT 1

SCOPE OF SERVICES

UCSF shall provide a UCSF Physician to provide the following services:

In the Pediatric Cardiology Services

- Provide patient care services eight (8) hour days per week
- See patients with a wide variety of pediatric cardiac and cardiovascular disease
- Perform echocardiographic and electrocardiographic evaluation as needed, during the days mentioned above and outside such days as needed, either in person or remotely.
- Teach family practice residents.
- Provide inpatient consultation when needed.
- Provide telephone consultation for various departments (i.e. emergency department, hospitalists, etc).

EXHIBIT 2

MONTHLY REPORT



Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.
Directions and examples are located on back of timesheet.

		Direct 00001	Hospital Administrations and Teaching Services							Other Admin 00009	Non-billable Activities			Total	
			00002	00003	00004	00005	00006	00007	00008		00010	00011	00012		
		Direct Patient Care Services	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Health Professionals	Other Administrative (specify)	CME (PR)	Conferences and Training (PR)	Non-Productive Hrs Paid Time Off (Sick/ Vacation) (PR)	Holiday (PR)	Research	Other Non- Billable Activities (specify)
		Sched. PR/OP Care (PR)	In House On-Call (PR)	Off-Site Call (PR)											TOTAL HOURS
1	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
2	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
3	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
4	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
5	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
6	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
7	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
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		B. Non-Hosp & Non-NMC Clinic Time													
11	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
12	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
13	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													
14	Date:	A Hospital & NMC Clinic Time													
		B. Non-Hosp & Non-NMC Clinic Time													

SIGN IN BLUE INK

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

Provider: _____

Telephone Number: _____ Date: _____

SIGN IN BLUE INK

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

Service Director: _____

Telephone Number: _____ Date: _____

REV. 4/20/2011

EXHIBIT 3

COMPENSATION

1. Compensation. HOSPITAL shall pay to UCSF the amount of One Thousand Six Hundred Dollars (\$1,600) per each eight (8) hour day for Contracted Services rendered by UCSF under this Agreement (the “Compensation”); provided, however, that UCSF is in compliance with the terms and conditions of this Agreement.
2. Timing. HOSPITAL shall pay the Compensation due for Contracted Services performed by UCSF after UCSF’s submission of the monthly invoice of preceding month’s activity and time report in accordance with this Agreement; provided, however, that if UCSF does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, HOSPITAL shall not be obligated to pay UCSF for Contracted Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is (30 days after receipt of the certified invoice in the Auditor-Controller’s Office.”

EXHIBIT 4

HOSPITAL INSURANCE

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

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Hospital shall obtain extended reporting (tail) coverage for the remainder of the five (5)-year period.
2. Comprehensive or Commercial Form General Liability Insurance consistent with industry standards (contractual liability included) with a limit of (1) one million dollars (\$1,000,000) per occurrence (2) one million dollars (\$1,000,000) Personal and Advertising Injury; and (3) five million (\$5,000,000) General Aggregate. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Insurance in a form and amount covering Hospital's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

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

Hospital, upon execution of this Agreement, shall furnish UCSF with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to UCSF of any modification, change or cancellation of any of the above insurance coverages.

EXHIBIT 5

UCSF PHYSICIANS' INSURANCE

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

1. Professional Medical Liability Insurance with self-insured retention of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then UCSF shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.
2. Comprehensive or Commercial Form General Liability Insurance consistent with industry standards (contractual liability included) with a limit of two and a half million dollars (\$2,500,000) per occurrence. If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Worker's Compensation Liability Insurance with self-insured retention in amounts required by the State of California.
4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurance risks relating to performance.

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

UCSF, upon execution of this Agreement, shall furnish Hospital with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Hospital of any modification, change or cancellation of any of the above insurance coverages.

Certificate Of Completion

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 Certificate Pages: 5
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 balzaj@natividad.com
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Signer Events

Stacy Saetta
 SaettaSL@co.monterey.ca.us
 Chief Deputy
 Security Level: Email, Account Authentication (None)

Signature

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Jennifer Forsyth
 forsythj@countyofmonterey.gov
 Auditor-Controller Analyst II
 County of Monterey
 Signing Group: Auditor/Controller Signers
 Security Level: Email, Account Authentication (None)

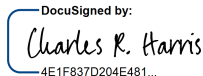
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Charles R. Harris
 HarrisCR@natividad.com
 CEO
 Natividad Medical Center
 Security Level: Email, Account Authentication (None)

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In Person Signer Events

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Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	12/20/2024 5:13:09 PM

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