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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
June 19, 2014

SUBJECT: Approval of Professional Medical Service Agreement with The Regents of the University of California, University of California, Health Riverside [All District; \$1,235,000, Hospital Enterprise Fund]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Hospital Director to execute the attached Professional Medical Services Agreement with The Regents of the University of California, University of California, Health Riverside (UCR), without securing competitive bids, in accordance with Ordinance 459.4 effective July 15, 2014 through July 14, 2015 ("initial term"), to include automatic annual renewals, for an aggregate amount not to exceed \$1,235,000 annually beginning with the initial term; and
2. Authorize the Hospital Director to sign amendments that do not change the substantive terms of the agreement.

BACKGROUND:

Summary

Government Code Section 31000 authorizes the County to contract for professional medical services to be provided by persons specifically trained, experienced, and competent to perform required medical services.

Lowell Johnson
Lowell Johnson
Interim Hospital CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,235,000	\$ 0	\$ 1,235,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Hospital Enterprise Fund 100%				Budget Adjustment: No	
				For Fiscal Year: 2014/2015	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: _____

Departmental Concurrence

- ☐ A-30
☐ 4/5 Vote
☐ Positions Added
☐ Change Order

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-42

Previous Agenda Reference:
12/22/09; 3.54, 01/10/12; 3.42

BACKGROUND:

Summary (continued)

Riverside County Regional Medical Center (RCRMC) has a need to obtain obstetrics and gynecology services for the purpose of continuing to serve ongoing community needs, improving the related patient care provided at the hospital, and complying with requirements of Title 22 for acute care hospitals and Title 10 for managed care.

Through this organized health care arrangement with the Regents of University of California, University of California, Health Riverside (UCR), they will provide adequate medical staffing to assume medical care responsibilities for obstetrics and gynecological services under the direction of the hospital Medical Director. Services that will be provided for adults will include professional inpatient and outpatient surgical services, inpatient and outpatient consultations, ambulatory clinical services, obstetrics and gynecology services, labor and delivery, development of treatment protocols, supervision and or performance of obstetric/gynecologic procedures, both inpatient and outpatient, and diagnostic testing (as applicable).

Impact on Citizens and Businesses

This service impacts the patients residing in Riverside County receiving care from Riverside County Regional Medical Center.

Contract History and Price Reasonableness

In accordance with Ordinance 459.4, without securing competitive bids, this professional medical service agreement was established to ensure the hospital is able to provide services of obstetrics and gynecology to both inpatients and outpatients of RCRMC. The contract is expected to begin July 15, 2014 through July 14, 2015 for the initial term, and shall thereafter automatically renew on a year-to-year basis.

As a result of contract negotiations with UCR, it has been established that the hospital shall reimburse UCR a total of \$1,235,000 annually, payable in equal monthly payments during the term of the agreement for the services of adequate number of physicians and/or allied health professionals from UCR's Medical Group. The cost to this agreement is not new or supplemented to the hospital's budget; since UCR is essentially supplanting the responsibilities of the previous provider, DeAnza OB/GYN Medical Group at the same negotiated rates.

**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES**

This Agreement is entered into by and between the County of Riverside (COUNTY), a political subdivision of the State of California, on behalf of the Riverside County Regional Medical Center (HOSPITAL) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California constitutional corporation, (CONTRACTOR) on behalf of the University of California, Health Riverside.

WHEREAS, Government Code Section 31000 authorizes the COUNTY to contract for professional services to be provided by persons who are specially trained, experienced and competent to perform the services required;

WHEREAS, COUNTY has a long history of serving the community needs for obstetric and gynecology services, including the on-call needs of the HOSPITAL, and COUNTY desires to hereby obtain obstetrics and gynecology services for the purpose of continuing to serve the ongoing community needs, improving the related patient care provided at HOSPITAL, and complying with requirements of Title 22 for acute care hospitals and Title 10 for managed care; and

WHEREAS, CONTRACTOR has the expertise, special skills, knowledge, and experience to perform the duties set out herein;

NOW THEREFORE the parties hereto enter into this Organized Health Care Arrangement (ORCA) under the terms of this Agreement, as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

1.0 DEFINITIONS

1.1 "COUNTY" shall mean County of Riverside.

1.2 "HOSPITAL" shall mean Riverside County Regional Medical Center.

1.3 "TJC" shall mean the Joint Commission.

1.4 "Medical Staff Bylaws, Rules, and Regulations" shall mean HOSPITAL's Medical staff bylaws, rules and regulations, as amended from time to time.

1.5 "Department" shall mean the HOSPITAL Department of Obstetrics and Gynecology.

1.6 "COUNTY Patients" shall mean patients treated by the CONTRACTOR in accordance with this Agreement and for the benefit of COUNTY, if: (1) the patients receive professional services from CONTRACTOR in HOSPITAL regardless of the patients' payment source and whether or not CONTRACTOR bills, collects and retains the charges for services rendered, or (2) the patients receive professional services from a COUNTY intern or resident working for CONTRACTOR or under CONTRACTOR's supervision, on COUNTY's behalf, in HOSPITAL regardless of the patients' payment source and whether or not CONTRACTOR bills, collects and retains the charges for services rendered.

1.7 "Riverside County Health System" shall mean the Riverside County Regional Medical Center and the Community Health Clinics located throughout the County.

1.8 "Professional Health Care Services" shall mean any of the following performed on behalf of COUNTY:

a. services performed in the treatment and/or care of any patient, and shall include (except to the extent it constitutes Clinical Trials as defined in (c)):

(i) medical, surgical, dental, nursing, or other professional care or services to any person;

(ii) the furnishing of food, beverages, medications, or appliances in connection with such services;

(iii) the furnishing or dispensing of drugs, blood, blood products and medical, surgical, or dental supplies and appliances;

(iv) the handling of, or performing post-mortem examinations on human bodies;

(v) education and training conducted which results in injury caused or alleged to have been caused by a deficiency or defect in the education or training of any person;

(vi) research and development which results in injury caused or alleged to have been caused by a deficiency or defect in the conduct or the reported results of such research or development

b. service as a member of a formal accreditation, standards review or similar professional board or committee or whilst charged with the duty of executing directives from such board or committee, or whilst communicating information to such professional board or committee.

c. Clinical Trials, including:

(i) the design, conduct or implementation of a human trial involving any drug, medical therapy, or device;

(ii) human subject research that requires oversight by the institutional review board of the COUNTY;

(iii) Services provided as defined by 1.8.a. above provided during the course of 1.8.c.(i) and (ii).

2.0 DESCRIPTION OF SERVICES

2.1 COMPLIANCE WITH HOSPITAL MISSION, VISION, AND VALUES

Obstetrics and gynecology services shall be provided by CONTRACTOR in compliance with the HOSPITAL Mission, Vision, and Values which reflect COUNTY's and CONTRACTOR's commitment to providing quality health services to patients, regardless of their ability to pay, as well as quality education and training programs to resident physicians and other students of the HOSPITAL's teaching programs.

2.2 CONTRACTOR STAFFING

CONTRACTOR shall:

A. Provide adequate staffing to assume medical care responsibilities for obstetrics and gynecological services under the direction of the HOSPITAL Medical Director. CONTRACTOR shall provide services of obstetrics and gynecology, specialists in oncology, endocrinology, urology, and perinatology. CONTRACTOR shall retain, at CONTRACTOR's expense a sufficient number of health professionals as may be required to discharge the duties of CONTRACTOR under this Agreement. CONTRACTOR shall staff to adequately perform diagnostic procedures, consultations, clinic services at Hospital, and on-call availability as specified in Section 2.6 of this Agreement. The clinic services will include low risk obstetrics, high risk obstetrics, uro-

gynecology, gynecologic-oncology, gynecology with colposcopy, family planning, endocrine, and genetics. All administrative issues shall be directed to the HOSPITAL Medical Director for handling.

B. Provide or recruit and maintain American Board of Medical Specialties (ABMS) or American Osteopathic Association (AOA) board-certified or active candidate obstetrics and gynecology specialist physicians to provide obstetrics and gynecology services for the Hospital in the following areas: women's health services clinic, obstetrics and gynecology inpatient units, operating and recovery, same day surgery, emergency room, or other areas as may be needed and agreed upon by CONTRACTOR.

C. Provide suitable staff replacement coverage for any CONTRACTOR obstetrics and gynecology services physician absent due to extended illness, vacation, seminar attendance, or termination of employment with CONTRACTOR, who was assigned at HOSPITAL or the clinics under the terms of this Agreement.

D. Ensure that CONTRACTOR obstetrics and gynecology services physician professionals have verifiable obstetrics and gynecology services experience and training and must obtain and remain credentialed at all times under the term of this Agreement. Such providers also shall be required by CONTRACTOR to meet HOSPITAL teaching faculty credentialing requirements established in conjunction with HOSPITAL teaching programs and affiliation agreements with teaching institutions.

2.3 CONTRACT COORDINATOR

CONTRACTOR agrees to provide the services of a physician who is acceptable to HOSPITAL to serve as the CONTRACTOR contract coordinator (COORDINATOR) for purposes of coordination of the fulfillment of responsibilities under this Agreement. Before replacing the approved CONTRACTOR physician COORDINATOR, if possible, CONTRACTOR will discuss such replacement in advance with HOSPITAL. John Heydt, M.D. shall serve as COORDINATOR for Obstetrics and Gynecology Services in this capacity.

2.4 STAFF REMOVAL

2.4.1 COUNTY shall reserve the right, exercisable in its discretion after consultation with CONTRACTOR, to exclude any CONTRACTOR physician or other CONTRACTOR staff from its premises in the event such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of COUNTY facilities and according to HOSPITAL Medical Staff Bylaws, Rules, and Regulations as may be amended from time to time.

2.4.2 Notwithstanding any other provision of the Agreement, CONTRACTOR will ensure that any CONTRACTOR physician or healthcare professional assigned to COUNTY, if charged with a felony, will be removed from COUNTY premises until said matter is fully resolved to the satisfaction of COUNTY.

2.4.3 The professional services of CONTRACTOR shall be subject to the HOSPITAL Medical Staff Appeals Provision of the Medical Staff Bylaws, Rules, and Regulations, or other appropriate rule or regulation of HOSPITAL as may be amended from time to time.

2.5 OBSTETRICAL AND GYNECOLOGICAL SERVICES

2.5.1 Services to be provided for adults on behalf of the County will include, but not be limited to, professional inpatient and outpatient surgical services, inpatient and outpatient consultations, ambulatory clinical services, obstetrics and gynecology services, labor and delivery, development of treatment protocols, supervision and/or performance of obstetric/gynecologic procedures, both inpatient and outpatient, and diagnostic testing (as applicable).

2.5.2 CONTRACTOR will provide inpatient and outpatients consultations on a routine and emergency basis.

2.6 ON-CALL COVERAGE

CONTRACTOR will provide on-call coverage fifty-two (52) weeks per year, twenty-four (24) hours per day, seven (7) days per week as coordinated by the Chief of the Department of Obstetrics and Gynecology and the Hospital Medical Director.

3.0 RESPONSIBILITIES

3.1 CONTRACTOR AND COUNTY

Each party agrees to maintain an environment which is conducive to quality medical care provision and training as it pertains to obstetrics and gynecology services by providing facilities to properly care for patients and by encouraging critical dialogue between teaching staff and trainees through rounds, conferences, and patient care procedures.

3.2 CONTRACTOR

3.2.1 CONTRACTOR shall be obligated to:

A. Respond by phone consultation or on-site at HOSPITAL for obstetrics and gynecology services in accordance with HOSPITAL Medical Staff Bylaws, Rules, and Regulations, and related HOSPITAL policies and procedures.

B. Assume responsibility for the professional operation and professional services of the Department of Obstetrics and Gynecology. Any patient care procedures that cannot be reasonably performed through the DEPARTMENT will be referred to an outside provider. CONTRACTOR hereby agrees to work in good faith with COUNTY to ensure that the outside provider will agree to provide services consistent with COUNTY's financial obligations to provide such care, as applicable.

C. Include charting the progress of patients and updating the care plan as needed in a timely fashion.

D. Provide complete medical records for all patients cared for no later than fourteen (14) days after patient discharge in compliance with COUNTY Medical Staff Bylaws, Rules and Regulations. CONTRACTOR agrees to require its physicians to write or dictate reports immediately after completion of procedures.

3.2.2 Employer Obligations

CONTRACTOR agrees to all employer obligations for CONTRACTOR staff. COUNTY shall not be, or be construed to be, the employer of CONTRACTOR physicians for any purpose whatsoever. CONTRACTOR shall be solely liable and responsible for all employer

obligations, if any, with respect to such physicians. Such obligations shall include, but are not limited to, any payment of salary and all other compensation and fringe benefits; responsibility for federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and contributions to employment-related insurance and similar programs. In the event that COUNTY is for any reason required to pay any such obligations for physicians employed by CONTRACTOR, CONTRACTOR shall reimburse COUNTY for any and all amounts paid by COUNTY to meet such obligations.

3.2.3 Administrative Obligations

CONTRACTOR shall:

- A. Assist to establish rules and regulations for the operation of the Department and appropriate Sections and Units with its appropriate areas including, but not limited to; Hospital's Gynecology, Labor and Delivery, and Postpartum Obstetric Units, Obstetrics/Gynecology Specialty clinics, and comprehensive Prenatal Services Program clinics
- B. Assist to establish criteria for issuing obstetrics and gynecology clinical and practice privileges and assist when requested to review the credentials of all physicians applying for clinical privileges in the DEPARTMENT in all of its areas of service for making appropriate recommendations for approval by the Chief of the DEPARTMENT, HOSPITAL Medical Staff Credentials Committee for physicians, and by the Medical Executive Committee for all.
- C. Provide proctoring and review on a regular basis for the clinical and educational performances of all obstetrics and gynecology healthcare professionals working on-site at HOSPITAL in accordance with any applicable HOSPITAL Medical Staff Bylaws, Rules, and Regulations, and HOSPITAL policies and procedures, as well as Accreditation Council for Graduate Medical Education (ACGME), American Board of Osteopathic Medicine, and the Joint Commission (TJC) standards as applicable.

D. Upon mutual agreement, establish and implement, in conjunction with HOSPITAL and HOSPITAL affiliated medical schools or other teaching institutions, clinical training programs at HOSPITAL designed to meet the educational requirements for the teaching of physician residents, other medical staff, paramedical trainees, and medical students receiving training at HOSPITAL. CONTRACTOR will ensure that CONTRACTOR's training programs are established and presented on an ongoing basis and updated annually or more frequently as needed and that all pertinent requirements are met and duties performed which are necessary to ensure the CONTRACTOR's training programs do not conflict with the terms of affiliation agreements established between the HOSPITAL and medical schools, universities, colleges, and other institutions or agencies in regard to training in obstetrics and gynecology services. CONTRACTOR's development of affiliation agreements shall be coordinated and approved by HOSPITAL's Administrator/CEO.

E. Require each physician or other CONTRACTOR staff who reports on-site at HOSPITAL to comply with COUNTY and HOSPITAL requirements for health screening tests determined appropriate by COUNTY, to conform to all applicable HOSPITAL Medical Staff Bylaws, Rules, and Regulations, COUNTY policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by representatives of COUNTY and CONTRACTOR.

F. Participate and cooperate in the HOSPITAL Performance Improvement and Safety Programs.

G. Report to HOSPITAL the following information about each physician or other staff or trainee at least two (2) weeks before start of work on-site:

1. Name, address, and telephone number.
2. Health care providers.
3. All other reasonable information about the physicians, other staff, or trainees as requested by COUNTY.
4. An "Application for Professional Liability Insurance for Employed/Contract Physicians and Surgeons Affiliated with the Following Institutions" form

completed by each Physician assigned to work at HOSPITAL under the requirements of this Agreement, submitted to the HOSPITAL Medical Director for review and signature prior to submittal to County Risk Management for approval.

H. Cover any other appropriate administrative area of responsibility as requested by the Chief of the DEPARTMENT and/or the HOSPITAL Medical Director and accepted by CONTRACTOR.

I. Participate in, or in good faith apply to participate in, all managed care programs contracted by, sponsored by, or approved by HOSPITAL and all appropriate practice activities of the HOSPITAL Medical Staff.

J. Require CONTRACTOR physicians and other healthcare staff to attend any orientation program presented for them by HOSPITAL.

K. In conjunction with HOSPITAL, provide residents and student trainee(s) with orientation about COUNTY facilities and operations in accord with any orientation presented by HOSPITAL to CONTRACTOR physicians and/or other staff.

L. In coordination with the Chief of the Department of Medicine, provide monthly schedules for physicians.

3.2.4 Additional Supervisory/Management Responsibilities

3.2.4.1 CONTRACTOR shall ensure that:

A. Those physicians designated by CONTRACTOR pursuant to this Agreement shall be responsible for supervising and monitoring all inpatient and outpatient obstetrics, gynecology and specialty care services provided by the Department of Obstetrics and Gynecology, as coordinated with the Hospital Medical Director.

B. The clinical and educational activities of trainees on site from residency training programs and affiliated teaching institutions shall be supervised according to the requirements of the training program and the terms of any associated affiliation agreement, and in accordance with Medicare requirements.

3.2.4.2 CONTRACTOR agrees:

A. That responsibility for direct patient care and supervision of obstetrics and gynecology services includes attendance and participation in committee meetings and ongoing quality improvement activities in accordance with the HOSPITAL Performance Improvement and Patient Safety Plan, as approved by the Riverside County Board of Supervisors.

B. To timely attendance at clinics and to cancel clinics only with advanced written notice and approval of the HOSPITAL Medical Director, and Hospital Director/Chief Executive Officer (CEO).

C. To require its physicians to serve as provider(s) of specialty services under the provisions of managed care contracts and other contracts entered into by HOSPITAL, and through which CONTRACTOR is authorized to participate.

3.2.5 Projection of Needs

CONTRACTOR agrees to assist in projection of space, personnel, and equipment needs annually for the areas of responsibility by this Agreement for each County fiscal year and project needs for future years as required by HOSPITAL.

3.2.6 Use of Premises

CONTRACTOR shall use the HOSPITAL premises solely for the provision of the services specified herein. No part of the premises of HOSPITAL shall be used at any time by CONTRACTOR as an office for the practice of medicine or for any purpose(s) other than as expressed in this Agreement.

3.2.7 Clinic Budget

CONTRACTOR at all times shall provide professional medical services in a cost efficient and effective manner, subject to budgetary systems and constraints established by the HOSPITAL in consultation with the HOSPITAL Medical Director.

3.2.8 License and/or Certification

3.2.8.1 CONTRACTOR verifies upon execution of this Agreement possession of a current and valid license in compliance with any local, State, and federal laws and regulations relative to the scope of services to be performed under this Agreement.

3.2.8.2 CONTRACTOR verifies that services shall be performed at all times by qualified, properly trained, and licensed or certificated staff in the field of obstetrics and gynecology.

3.2.9 Miscellaneous

CONTRACTOR will:

A. Take no steps to recruit HOSPITAL staff for employment during the course of this Agreement or during the three-month period after termination of this Agreement.

B. Comply with all local, State, and federal ordinances, statutes, laws, rules, or regulations applicable to the employment of the CONTRACTOR's personnel assigned to HOSPITAL.

C. Be accountable for being in compliance with all billing regulations and laws regarding provision of obstetrics and gynecology services and physician consultations as well as in conjunction with residency supervision, as appropriate.

D. Carry out all additional duties and functions of the HOSPITAL as delineated in the HOSPITAL Medical Staff Bylaws, Rules, and Regulations.

E. CONTRACTOR agrees to assist HOSPITAL, upon request, in planning, developing, and establishing specialty care clinics for the effective management of obstetrics and gynecology patient's care.

F. CONTRACTOR acknowledges that no investigational use of equipment, pharmaceuticals, or conduct of research may be undertaken at HOSPITAL without HOSPITAL Investigation Review Board approval according to requirements contained in the Medical Staff Bylaws and HOSPITAL Policies and Procedures.

G. Require physicians providing services under this Agreement to comply with the terms of the CONTRACTOR's Conflict of Commitment and Outside Activities of Faculty Members, as applicable, and not to participate in any COUNTY purchasing decisions.

4.0 COUNTY

4.1 It is mutually agreed and understood that the HOSPITAL receives funds from the COUNTY, which, in aggregate, are used to support the clinical operations of HOSPITAL. In the event the COUNTY ceases to provide the HOSPITAL with funding to support clinical operations, this Agreement shall be deemed terminated and of no further force and effect immediately in receipt of COUNTY'S notification to CONTRACTOR. The parties understand that such event would require the complete withdrawal of all COUNTY funding to HOSPITAL. Should termination of this Agreement, occur due to non-availability of COUNTY funds, any existing inpatient services being provided by CONTRACTOR at HOSPITAL shall continue until patient discharge. In the event of such termination, CONTRACTOR shall be entitled to payment in accordance with Section 5, Compensation, of this Agreement.

4.2 COUNTY agrees to:

- A. Maintain State licensure through the California Department of Health Services and accreditation status with the Joint Commission.
- B. Provide sufficient information about its specific needs so that CONTRACTOR may provide the appropriate staff with the necessary skills and experience.
- C. Assist CONTRACTOR, on a continuing basis, with the evaluation of CONTRACTOR staff by providing performance information to the CONTRACTOR COORDINATOR.
- D. Immediately notify CONTRACTOR of any particular problems regarding staff.
- E. Provide necessary emergency health care or first aid required by an accident occurring at COUNTY facilities.
- F. Retain ultimate professional and administrative accountability for all patient care.

4.2.1 COUNTY shall be responsible for the:

A. Hiring, scheduling, promotion, compensation, discipline, and termination of all COUNTY personnel at COUNTY facilities. COUNTY shall consult with CONTRACTOR to the extent practicable regarding any necessary reductions, expansions, or changes in such staffing, although the parties recognize COUNTY's right to make all final decisions with respect to such reductions, expansions, or changes.

B. Discipline of COUNTY personnel, and COUNTY shall Investigate complaints by CONTRACTOR regarding COUNTY personnel to determine the necessity for specific action. Whenever such complaint provides reasonable grounds to believe that the safety of any person or property in COUNTY facilities may be at risk, COUNTY shall make reasonable efforts consistent with COUNTY's established procedures, to reassign such personnel pending resolution of the complaint.

4.2.2 Provisions by HOSPITAL

HOSPITAL shall consult with CONTRACTOR as to the elements HOSPITAL deems necessary for the proper operation of the clinic(s), and the Department and shall furnish, at its expense, for the use of CONTRACTOR, all such elements, including but not limited to the following:

4.2.2.1 Space

HOSPITAL shall furnish and make available to CONTRACTOR space presently designated for the Women's Health clinic, together with such other space as may be mutually agreed upon by the parties; provided that HOSPITAL shall have the right to withdraw, relocate, or modify such space as it deems reasonably necessary.

4.2.2.2 Office Space and Support Staff

HOSPITAL shall provide to CONTRACTOR office space and the services of clerical staff to insure appropriate clerical support for the Chair of the Department.

4.2.2.3 Utilities and Ancillary Departments

HOSPITAL shall furnish laundry service, housekeeping services (including hazardous, infectious, medical and radioactive waste disposal), mail and HOSPITAL courier service, and utilities including gas, water, heat electricity and all other types of utility services reasonably necessary for the proper operation of the Women's Health clinic, the specialty clinics, and HOSPITAL. HOSPITAL shall also provide the services of its administrative and other support departments, including administration, accounting, engineering, medical transcription, and purchasing, as reasonably necessary for the proper operation of the Women's Health clinic(s), the specialty clinics, and HOSPITAL. HOSPITAL Administration shall assist the CONTRACTOR in the administrative management of the DEPARTMENT by (i) providing HOSPITAL policies and procedures, Medical Staff Bylaws, and the Physicians Reference Manual to CONTRACTOR, and (ii) informing the CONTRACTOR of plans of HOSPITAL which pertains to the operation of the obstetrics and gynecology clinic(s).

4.2.2.4 Equipment

In consultation with CONTRACTOR, HOSPITAL shall furnish equipment as HOSPITAL and medical staff, including the HOSPITAL projects and Priorities Committee and the HOSPITAL Product Evaluation Committee, mutually agree is necessary for the proper operation of the clinic(s) and HOSPITAL. HOSPITAL shall keep and maintain said equipment in good order and repair and shall replace and upgrade such equipment as it may become worn or obsolete.

4.2.2.5 Supplies

HOSPITAL shall furnish all expendable and non-expendable supplies, such as drugs, chemicals, stationary, and similar supplies reasonably necessary for the proper operation of the clinic(s).

4.2.2.6 Other Personnel

All other personnel, including but not limited to physician, nursing, administrative or other non-medical personnel as HOSPITAL deems necessary for the proper

operation of the clinic(s) shall be either employed or contracted outside this Agreement as separate contractors, and compensated by HOSPITAL in consultation with the Medical Director of the Hospital. Furthermore, HOSPITAL shall give due consideration to removing any such person from the clinic(s) upon request by the CONTRACTOR. In the performance of their duties in the clinic(s), such personnel shall be subject to the supervision of the HOSPITAL's Administrator/CEO or the Hospital Medical Director, as appropriate.

5.0 COMPENSATION

5.1 CONTRACTOR shall bill HOSPITAL for its services in accordance with Exhibit A, attached hereto and thereby incorporated herein.

5.2 The compensation reflected in Exhibit A shall remain in effect for the Initial Term of this Agreement. CONTRACTOR and COUNTY agree that the compensation to be paid by COUNTY to CONTRACTOR is not in excess of fair market value or what would be commercially reasonable. Further, the COUNTY and CONTRACTOR agree that the compensation to be paid by COUNTY to CONTRACTOR is not based upon or in any way related to the value or volume of referrals, or other business potentially generated, between CONTRACTOR and COUNTY. Nothing herein is or should be construed as encouraging or requiring referral of patients from CONTRACTOR to HOSPITAL.

5.3 Invoices shall be submitted monthly. Payment shall be due thirty (30) days from the date of receipt of the invoice.

5.4 Such payment by HOSPITAL shall be deemed to be made for, as provided by this Agreement, professional medical services only, and HOSPITAL shall not make, nor shall CONTRACTOR claim, any reimbursement for time and expense in any manner connected with transportation to or from the site at which CONTRACTOR shall or may render services hereunder.

5.5 HOSPITAL reserves the right to correct errors on invoices, after prior notification and discussion with CONTRACTOR, to ensure that invoices accurately reflect the compensation as specified in Exhibit A attached hereto, and pay to CONTRACTOR the corrected amount.

5.6 Maximum payments by HOSPITAL to CONTRACTOR shall be as specified in Exhibit A, attached hereto.

6.0 TERM/TERMINATION

6.1 This Agreement will be effective for an "Initial Term" beginning at 8:00 am July 15, 2014 (the "Effective Date") through July 14, 2015 and shall thereafter automatically renew on a year-to-year basis (the "Renewal Term"). A non-breaching party may terminate this Agreement for a material breach of this Agreement by first giving written notice to the breaching party that describes the nature of the material breach. In the event such breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of the breaching party's receipt of written notice, this Agreement shall terminate at the election of the non-breaching party upon the giving of a written notice of termination.

6.2 Either party may terminate this Agreement, after the Initial Term of the Agreement, at any time, without cause, by giving one hundred eighty (180) days prior written notice to the other party.

6.3 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) (a) upon CONTRACTOR's closure, (i.e., failure to continue in the business of providing services set forth in this Agreement), (b) CONTRACTOR conviction for fraud related to services performed pursuant to this Agreement, (c) willful or material breach of this Agreement by CONTRACTOR and failure to timely cure pursuant to Section 6.1, or, (d) at HOSPITAL's election, in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the duties hereunder. In such event, CONTRACTOR shall be entitled to no further compensation under this Agreement, it being the intent that CONTRACTOR shall be paid as specified in Exhibit A only during such period that CONTRACTOR shall, in fact, be performing the duties hereunder.

6.4 In the event that there shall be a change in the Medicare or Medi-Cal Acts, regulations, or general instructions (or application thereof), the adoption of new regulation(s), or a change in any third-party payer reimbursement system, any of which materially affects the

reimbursement which CONTRACTOR or COUNTY may receive for services furnished to patients through this Agreement, or if COUNTY changes the operation of the clinic such that COUNTY is required to bill globally for CONTRACTOR's provision of professional medical services, either party may by notice propose a new basis for compensation for the services furnished pursuant to this Agreement. If such notice of new basis is given and if CONTRACTOR and COUNTY are unable within thirty (30) days thereafter to agree upon a new basis for compensation, either party may terminate this Agreement by sixty (60) days' notice to the other on any future date specified in such notice.

6.5 In the event of non-availability of COUNTY funds, COUNTY shall promptly notify CONTRACTOR and this Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY's notification to CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to payment in accordance with Section 5, Compensation.

6.6 In the event the COUNTY terminates PROFESSIONAL LIABILITY INDEMNITY as described in Exhibit C, this Agreement shall immediately terminate

7.0 INDEMNIFICATION

7.1 CONTRACTOR agrees to defend, indemnify, and hold harmless COUNTY, its directors, officers, Board of Supervisors, elected officials, agents and employees 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 (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, or agents. The exception to this Section 7.1 shall be liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, arising out of the provision of PROFESSIONAL HEALTH CARE SERVICES, which shall be controlled by Exhibit C, attached hereto and incorporated by reference.

7.2 COUNTY agrees to defend, indemnify, and hold harmless CONTRACTOR, its officers, employees and agents 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 (including reasonable attorneys' fees), or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents. The exception to this Section 7.2 shall be liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, arising out of the provision of PROFESSIONAL HEALTH CARE SERVICES, which shall be controlled by Exhibit C, attached hereto and incorporated by reference.

8.0 INSURANCE

Each party shall agree to maintain, for the duration of this Agreement, insurance or self-insurance in the types of coverage and limits required to fully cover their obligations under this Agreement.

9.0 OSHA REGULATION

CONTRACTOR certifies awareness of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor regulations, the derivative Cal/OSHA standards, and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.

10.0 THE JOINT COMMISSION STANDARDS

CONTRACTOR certifies awareness of the Joint Commission (TJC) Standards for Acute Care Hospitals and Ambulatory Care Clinics and shall comply therewith as to all relative elements under this Agreement.

11.0 RESEARCH/INVESTIGATIONAL STUDIES

CONTRACTOR agrees, in compliance with HOSPITAL Medical Staff Bylaws, Rules and Regulations, that any investigational study protocols or planned research to be done at Riverside County Regional Medical Center (RCRMC) will be submitted to the RCRMC Institutional Review Board (IRB) for approval and coordination of final approval from the RCRMC Medical Executive

Committee (MEC) prior to implementation of any part of the protocol or research at RCRMC. CONTRACTOR agrees that no patients enrolled in research studies will be admitted to, or registered as an outpatient at, RCRMC for provision of care under the procedures of the research protocol or study design until final IRB and MEC approvals of the research have been granted.

12.0 ASSIGNMENT/DELEGATION

This Agreement shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without prior written consent of COUNTY, provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved in writing by COUNTY. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR agrees that subcontracts developed to provide services or perform any investigational studies or research at RCRMC shall contain the same obligations contained in this Agreement regarding the performance of patient care services at RCRMC. Any attempted assignment or delegation in derogation of this paragraph shall be void. It is acknowledged and agreed that this paragraph is not intended to limit the use of independent contractors by CONTRACTOR under this Agreement.

13.0 WAIVER OF PERFORMANCE

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or stopping COUNTY from enforcement hereof.

Any waiver by CONTRACTOR of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the CONTRACTOR to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or stopping CONTRACTOR from enforcement hereof.

14.0 RECORDS AND REPORTS

14.1 CONTRACTOR agrees to require its physicians to provide to COUNTY such reports as may be required by the Hospital Medical Director, or designee, with respect to the services set forth under this Agreement.

14.2 To the extent required by applicable law, CONTRACTOR shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement, and CONTRACTOR's books, documents and records. CONTRACTOR shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If CONTRACTOR carries out any of the duties of this Agreement through a Subcontractor with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the HOSPITAL, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and subcontractor's books, documents and records of such organization that are necessary to verify the nature and extend of such costs.

14.3 COUNTY agrees to provide CONTRACTOR with access to all reports, records and other applicable patient information as may be needed by CONTRACTOR to provide and bill for patient care services. CONTRACTOR agrees that during the term of this Agreement and thereafter all medical records, case histories, x ray files, and other medical records concerning patients treated hereunder shall belong to and remain the property of COUNTY. COUNTY agrees at all times, both during and after termination of this Agreement, to maintain and preserve such records in a manner consistent and in compliance with all applicable laws and regulations. If any medical malpractice or other claim, audit or business need of CONTRACTOR arises and involves records which are retained by COUNTY pursuant to the terms hereof, COUNTY agrees to make such original medical records available to CONTRACTOR, or CONTRACTOR's designated counsel or representative for inspection and copying, in accordance with applicable law.

15.0 PERFORMANCE EVALUATION

CONTRACTOR hereby agrees to permit an appropriate official of the HOSPITAL, State or federal government to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement. Monitoring shall include a quarterly assessment of the performance requirements listed in Exhibit A, Section 1.2 Performance Requirements, attached hereto, and is hereby incorporated herein. The quarterly assessment reports shall be reviewed jointly by HOSPITAL and CONTRACTOR to evaluate CONTRACTOR's performance under this Agreement.

16.0 CONFIDENTIALITY

16.1 CONTRACTOR shall maintain the confidentiality of any and all patient records and information in compliance with the terms of this Agreement, except for statistical information which shall not identify any patient and which shall be used only for carrying out the obligations of CONTRACTOR under this Agreement.

16.2 CONTRACTOR shall not disclose, except as specifically permitted by this Agreement, or as authorized by the patient(s) or applicable law, any Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 and regulation promulgated thereunder (collectively, "HIPAA")

16.3 CONTRACTOR shall observe all Federal, State, and COUNTY laws and regulations, including, but not limited to, HIPAA and any subsequent revisions thereto, concerning the security and privacy of patient records and information.

17.0 INDEPENDENT CONTRACTOR

17.1 The CONTRACTOR is, for purposes arising out of this Agreement, an Independent Contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event, as a result of this Agreement, be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, Workers' Compensation benefits and injury leave or other leave benefits. If COUNTY determines that pursuant to federal and State law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY shall upon two (2) weeks' notice to CONTRACTOR

withhold from the payments hereunder to CONTRACTOR, federal and State income taxes and pay said sums over to the federal and State Governments.

17.2 The patient care services provided by CONTRACTOR physicians to HOSPITAL inpatients and outpatients as members of the HOSPITAL medical staff shall be provided in a manner consistent with the patient care requirements of the HOSPITAL as established from time-to-time by the HOSPITAL's medical staff consistent with the standards of The Joint Commission and the California Department of Public Health with respect to quality of care, and by HOSPITAL with respect to scope, availability, and volume of services and such other matter for which it is responsible.

18.0 NONDISCRIMINATION

To the extent prohibited by applicable law, CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all other applicable requirements of law regarding nondiscrimination and equal opportunity employment including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities, and to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 12990 et seq. of the Government Code) and Federal Civil Rights Act of 1962 (P.L. 88-352).

19.0 SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.0 ADMINISTRATION

The Hospital Director/CEO (or designee) shall administer this Agreement on behalf of the COUNTY.

21.0 HOSPITAL ACCREDITATION/LICENSE

21.1 Any action or failure to act on the part of CONTRACTOR that results in the threatened loss of accreditation or licensure of the HOSPITAL will be considered a material breach of this Agreement.

21.2 In the event of breach of Agreement pursuant to this Section, COUNTY may terminate this Agreement upon the basis of cause as set forth in Section 6, TERM/TERMINATION.

22.0 JURISDICTION & VENUE

This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

23.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION

CONTRACTOR shall use any funds provided hereunder to pay the salary or expenses of any person who provides professional medical services on behalf of CONTRACTOR, and not to pay any person or entity who, while on the job, is engaging in activities designed to influence legislation or appropriations pending before Congress of the United States, California State Legislature, or Riverside County Board of Supervisors.

24.0 FORCE MAJEURE

Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God.

25.0 USE OF NAME

The parties agree that any use of the "UCR" or the "University of California" name or other similar references of the University of California Riverside, 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.

26.0 ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes **all previous** understandings

and **agreements** between the parties, whether oral or written. Any modifications to the terms of this Agreement must be in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. The parties hereby acknowledge that that there is no Exhibit B to this Agreement.

27.0 NOTICES

Any notice required or authorized under this Agreement shall be in writing. If notice is given by United States mail, it shall be sent registered or certified mail, return receipt requested, addressed as follows:

CONTRACTOR:

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA
900 University Avenue
Riverside, CA 92521

COUNTY:

Riverside County Regional Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555

Attention: Hospital Director/CEO

Attention Dean, UCR School of Medicine
COPY to: Executive Director, UCR Medical Group

Notice delivered personally is effective upon delivery. Notice given by mail is effective upon date of mailing.

28.0 HEADING

Headings are for the purpose of convenience and easy reference only and shall not limit or otherwise affect the meaning of a provision.

[Signatures on the following page]

29.0 COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT.

Approved:

County of Riverside on behalf of the Riverside County Regional Medical Center

By: _____
Jeff Stone, Chairman, Board of Supervisors

Dated: _____

The Regents of the University of California on behalf of University of California, Health Riverside

By: _____
G. Richard Olds, MD, MACP, Dean, School of Medicine

Dated: 6/24/2014

Recommended for approval:

By: _____
Lowell Johnson, Interim CEO, Riverside County Regional Medical Center

Dated: 6/24/14

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS 6/24/14
DATE

EXHIBIT A
TO
AGREEMENT BETWEEN RIVERSIDE COUNTY
AND

The Regents of the University of California, a California constitutional corporation, on behalf of the University of California, Health Riverside (CONTRACTOR)

PAYMENT PROVISIONS

In consideration of services provided by CONTRACTOR, pursuant to this Agreement, CONTRACTOR shall be entitled to receive payment by HOSPITAL in accordance with HOSPITAL policy and procedures as follows:

1.0 Subject to the conditions set forth below, HOSPITAL shall pay CONTRACTOR a total of one million two hundred thirty-five thousand dollars (\$1,235,000) payable in equal monthly payments during the Initial Term for the services of an adequate number of physicians and/or allied health professionals from the CONTRACTOR'S Medical Group to provide obstetrics and gynecology clinical services, administrative duties, supervisory duties, teaching, inpatient care, development of treatment protocols and supervision of obstetrics, gynecology and specialized gynecology services provided at HOSPITAL, as set forth in this Agreement. Payments to CONTRACTOR shall be made on a monthly basis during the term of this Agreement. HOSPITAL shall pay CONTRACTOR payments by the invoice method specified below:

1.1 Compensation for Direct Patient Care

1.1.1 Inpatient Care

Except as provided in this Agreement, HOSPITAL shall not compensate CONTRACTOR for the rendering of direct inpatient care to hospitalized patients. CONTRACTOR shall be entitled to obtain payment for said inpatient care, emergency room care, outpatient care, or outpatient/inpatient diagnostic professional services from the patient receiving the care and/or any third party payer in accordance with the laws and regulations of the State of California, the United

States, and any appropriate governmental agency. Non-compensated care (including but not limited to any COUNTY financial obligation for patient care as identified in Section 1.3, below) shall be considered covered under the payment from HOSPITAL to CONTRACTOR. CONTRACTOR shall be responsible at its own expense for billing and collecting amounts owed for direct patient care. CONTRACTOR shall not bill patients or HOSPITAL for services and responsibilities rendered by CONTRACTOR as specified in subsection 1.3, below. HOSPITAL shall use its best efforts to provide CONTRACTOR or its billing agents with all records and data necessary to accomplish inpatient billing in an efficient and timely manner. HOSPITAL agrees not to bill patients for any services provided by CONTRACTOR.

1.1.2 Outpatient Care

CONTRACTOR shall bill Medicare, Medi-Cal and all other thirty party payers for the professional fees for inpatient and outpatient services performed in the HOSPITAL or any clinic, using the appropriate place of service code, on such billed item as required by federal regulation to designate that the service is being provided in an "outpatient hospital based clinic."

1.2 **Performance Requirements**

1.2.1 CONTRACTOR shall meet patient care performance requirements (including but not limited to, providing patient and family education in accordance with TJC standards, timely completion of medical records, Medi-Cal managed care patient-access standards, and on-time attendance for scheduled Women's Health services and Obstetrics and Gynecology Clinic specialty services).

1.2.1.1 CONTRACTOR agrees to require its physicians to dictate reports immediately after completion of procedures and to sign the dictated report no later than fourteen (14) days after the patient discharge.

1.2.1.2 CONTRACTOR agrees on a weekly basis each attending will go to medical records for completion of all the records pending under his name. This will include signatures or dictations not completed by residents. This will avoid having to call residents from other hospitals to come back and complete the charts. CONTRACTOR agrees to require its

physicians to provide complete medical records for all patients cared for no later than fourteen (14) days after patient discharge in compliance with COUNTY Medical Staff Bylaws, Rules and Regulations. CONTRACTOR agrees to require its physicians to dictate reports after completion of procedures.

1.2.2 CONTRACTOR and HOSPITAL agree to review and discuss quarterly reports of Performance Standards data as monitored by HOSPITAL. Report format and data collection will be mutually agreed by the parties hereto.

1.3 **Exclusion Billing**

CONTRACTOR shall not be entitled to bill or be reimbursed separately for any COUNTY patient care (inpatient or outpatient) for Juvenile Hall patients, Riverside County jail patients, or patients of the Medically Indigent Services Program (MISP) of COUNTY. Such claims shall be considered paid in full from the HOSPITAL monthly payment to CONTRACTOR, specified in Section 1.0, above.

2.0 **Billing Cycle**

No later than the thirtieth (30th) day of each month during the term hereof, CONTRACTOR shall submit to HOSPITAL a monthly billing, in arrears of completion of each month of service. Any bill not timely submitted shall be deemed submitted with the next billing cycle for payment by HOSPITAL.

3.0 **Maximum Annual Compensation**

Maximum annual compensation payable under this Agreement during the Initial Term shall not exceed one million two hundred thirty-five thousand dollars (\$1,235,000).

EXHIBIT C
TO
AGREEMENT BETWEEN RIVERSIDE COUNTY (COUNTY)
AND

**The Regents of the University of California, a California constitutional corporation, on
behalf of the University of California, Health Riverside (CONTRACTOR)**

PROFESSIONAL LIABILITY INDEMNITY

1.0 As an additional element of compensation to the CONTRACTOR, the COUNTY shall indemnify the CONTRACTOR and provide Professional Liability insurance to the CONTRACTOR, as provided hereunder, solely and exclusively to the extent that it arises from PROFESSIONAL HEALTH CARE SERVICES performed on behalf of COUNTY, so long as the CONTRACTOR reasonably follows and does not intentionally ignore COUNTY policies and procedures and other regulatory agencies' rules or laws that apply to the provision of health care.

2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include the CONTRACTOR, its officers, employees, agents, physician extenders, subcontractors and independent contractors.

3.0 The COUNTY shall defend, indemnify and hold CONTRACTOR harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages (collectively "CLAIM"), arising out of the provision of PROFESSIONAL HEALTH CARE SERVICES pursuant to or under this Agreement, provided that:

3.1 Notice of such CLAIM has been given in accordance with the provisions contained in this Exhibit.

3.2 There shall be no liability coverage provided hereunder for any CLAIM against the CONTRACTOR for conduct prior to the Effective Date of the Agreement nor following termination of this Agreement.

4.0 The COUNTY may provide the indemnification referred to above through a program of self-insurance. The CONTRACTOR shall reasonably follow the guidelines and procedures contained in any risk management and HOSPITAL plan, which may be established by COUNTY, and applicable federal and State law.

5.0 As respects the indemnity afforded by this Agreement, the COUNTY shall, in the name of and on behalf of the CONTRACTOR, diligently investigate and defend any and all CLAIMS or suits made or brought against CONTRACTOR, shall retain proven medical malpractice specialty legal counsel for CONTRACTOR, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to, attorney's fees, expert witness fees, and court costs. In addition to, and not inconsistent with any other provision of this Exhibit, the CONTRACTOR shall cooperate at the discretion of the COUNTY in the investigation, settlement, or defense of any CLAIM or suit against the CONTRACTOR. For medical malpractice claims, COUNTY practice is to dismiss physicians, residents and physicians groups from all actions.

6.0 The CONTRACTOR shall at all times without charge to the COUNTY:

Assist, without cost to the CONTRACTOR, in the COUNTY's defense of any CLAIM, including without limitation, cooperating timely with the COUNTY; and, upon the COUNTY's request, attend hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, and to provide current home and work contact numbers until the full and final settlement or payment of all CLAIMs mentioned in this Exhibit.

7.0 The COUNTY shall not, without the written consent of CONTRACTOR, admit liability for, or settle any CLAIM covered herein, which consent shall not be unreasonably withheld by CONTRACTOR. If a party to the CLAIM has been dismissed, then that party shall have no further rights under the preceding sentence. If the CONTRACTOR in any such CLAIM refuses to consent to any reasonable settlement recommended in writing by the COUNTY, and elects to contest or continue any legal proceedings, the liability of COUNTY shall not exceed the amount for which the CLAIM could have been so settled, plus reasonable costs with its consent up to the date of such

refusal. Any judgment rendered against CONTRACTOR in excess of the reasonable settlement amount recommended in writing by COUNTY shall be the sole responsibility of CONTRACTOR.

8.0 The following are conditions precedent to the right of the CONTRACTOR to be defended and/or indemnified under this Exhibit, however, the COUNTY may not disclaim such defense and/or indemnification if it has not been materially prejudiced by the nonperformance of such conditions:

8.1 During the term of this Agreement, the CONTRACTOR shall, within a reasonable amount of time after receiving knowledge give to the persons or persons designated by the COUNTY notice in writing of:

A. Any CLAIM arising out of PROFESSIONAL HEALTH CARE SERVICES made against the CONTRACTOR; and

B. The receipt of notice from any person of any intention to hold the CONTRACTOR responsible for PROFESSIONAL HEALTH CARE SERVICES.