



**SUBMITTAL TO THE RIVERSIDE UNIVERSITY HEALTH
SYSTEM MEDICAL CENTER GOVERNING BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 15.2
(ID # 14668)

MEETING DATE:
Tuesday, March 23, 2021

FROM: RUHS-MEDICAL CENTER:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-MEDICAL CENTER: Ratify and Approve a Professional Medical Services Agreement with CEP America-California for Emergency Medicine Services effective March 1, 2021 through June 30, 2025; All Districts. [Total Cost \$14,679,112; Annual Cost \$3,387,487; up to \$338,748 in Additional Compensation Annually; 100% Hospital Enterprise Fund 40050]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Medical Services Agreement with CEP America-California for Emergency Medicine Services effective March 1, 2021 through June 30, 2025 for an annual amount not to exceed \$3,387,487 and authorize the Chair of the Board to sign the Agreement on behalf of the County, and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and based on the availability of funding and as approved by County Counsel, to sign amendments that make modifications to the scope of services that stay within the intent of the agreement and to sign amendments to the compensation provisions that do not exceed the total sum of ten percent (10%) of the contract amount.

ACTION: Policy


Jennifer Cruikshank, Chief Executive Officer - Health System 3/11/2021

MINUTES OF THE GOVERNING BOARD

On motion of Supervisor Hewitt, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: March 23, 2021
xc: RUHS-MC

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,129,162	\$ 3,387,487	\$ 14,679,112	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Hospital Enterprise Fund - 40050			Budget Adjustment: No	
			For Fiscal Year: 20/21-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

CEP America - California has been an important partner with Riverside University Health System-Medical Center (RUHS MC) and its Emergency Department (ED) as it pertains to physician services. Recent and sustained operational and quality achievements of that Department, under the leadership of CEP physicians, include:

Operations:

- **Ambulance offloading:** RUHS MC has continued to lead the 17 hospitals in Riverside County with the highest ambulance volumes (16,772 arrivals in 2020) but also continues to have one of the best performances of ambulance offload times (averaging 82% under 30 minutes).
- **Time to Provider:** In 2020, there were 72,415 patients seen in the ED – but average door to nursing triage was 2 minutes and door to physician assessment was 15 minutes.
- **Left Without Being Seen:** Less than half of one percent (0.04%) of patients leave the ED without being seen by a physician or advanced care provider (the state-wide average is 2%).

Quality:

- **Treating Strokes:** RUHS MC set a new facility record in patient arrival to start thrombolytic therapy time of 16 minutes. November 2020 saw the highest treatment percentage ever. Forty-eight percent (48%) of patients with acute strokes received thrombolytics.
- **Sepsis:** Non-COVID-19 sepsis mortality rates at RUHS-MC remain at 5%, approximately 5% below the national average.

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- **Medication Assisted Therapy:** In 2019, RUHS MC initiated a Medication Assistant Treatment (MAT) program for opiate use disorder patients seen in the ED.
- **Hepatitis C and HIV:** RUHS MC started, in 2020, a Hep C and HIV screening program on admitted patients that will be expanded to all consented ED patients in 2021.

Training New Providers:

In January 2021, RUHS MC was approved by the Accreditation Counsel of Graduate Medical Education (ACGME) for an in-house Emergency Medicine Residency Program. The first class will start in July 2021. Nearly 300 physicians applied for 10 positions. In addition, RUHS MC continues to serve as a primary clinical site for physicians in the Loma Linda University Medical Center Emergency Department (LLUMC ED) residency program and to train ED Physician Assistants through an Emergency Medicine Physician Assistant (EMPA) 12-month fellowship program.

The medical needs of RUHS MC patients necessitates the selection and steadiness of a highly qualified and experienced group to care for them. CEP America will continue to play a significant role in the Medical Center's ability to improve care for its patients by providing qualified and experienced Physicians and ACPs.

Impact on Citizens and Businesses

These services are needed to ensure the health and safety for all Riverside County citizens seeking care at RUHS MC.

Contract History and Price Reasonableness

On October 23, 2018; Agenda Item #17.2, the Board approved a three-year Professional Medical Services Agreement with CEP America-California to provide emergency medicine physician services effective March 1, 2018 through February 28, 2021 not to exceed \$2,638,676 per year. The Agreement has reached its final year which ends February 28, 2021.

RUHS has engaged experts in the healthcare field to assist with a competitive market analysis to ensure this agreement meets price reasonableness and rates are within industry standards. As part of this new Agreement with CEP America, the anticipated income was derived from assessing the fair market value against independent standards for this type of service.


This contract requires Board approval as it exceeds the \$450,000 threshold for physician services per Resolution 2019-147, Board Agenda Item 3.20 dated June 18, 2019 without competitive bid and is included in the RUHS MC County budget. The annual amount of this Agreement is budgeted at \$3,387,487 as this new Agreement includes new part time positions

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relating to the new physician residency program – a Program Director, Assistant Program Director, and a physician Ultrasound Director. In addition, the part-time physician Ultrasound Director is necessary to meet requirements from the Centers of Medicare & Medicaid Services (CMS) and the American College of Surgeons (ACS).

ATTACHMENTS:

Attachment A: **PROFESSIONAL MEDICAL SERVICES AGREEMENT BETWEEN
COUNTY OF RIVERSIDE AND CEP AMERICA-CALIFORNIA
(EMERGENCY MEDICINE SERVICE)**


Suzanne Hickey, Assistant Director of Purchasing and Fleet Service

3/11/2021


Brianna Lantajo, Management Analyst

3/16/2021


Gregory L. Priamos, Director County Counsel

3/12/2021

**AGREEMENT FOR
PROFESSIONAL MEDICAL SERVICES
BETWEEN
THE COUNTY OF RIVERSIDE on behalf of RIVERSIDE UNIVERSITY HEALTH SYSTEM
AND
CEP AMERICA-CALIFORNIA DBA VITUTY
(Emergency Medicine Services)**

This Agreement (Agreement) is entered into by and between the **County of Riverside**, a political subdivision of the State of California (COUNTY), on behalf of the Riverside University Health System (HOSPITAL) and **CEP America-California**, a California general partnership (CONTRACTOR), sometimes collectively referred to as the "Parties" or individually referred to as a "Party".

WHEREAS, Government Code Section 31000 allows the COUNTY to contract for special services and such contracts shall be with persons who are specially trained, experienced and competent to perform the services required;

WHEREAS, COUNTY desires to obtain professional medical services in the specialty practice of emergency medicine services (SPECIALTY) for the purpose of improving patient care and complying with requirements of California Code of Regulations ("C.C.R.") Title 22 for acute care hospitals and C.C.R. 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 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 "ACP(s)" shall mean an Advanced Care Provider – a mid-level provider supplied by CONTRACTOR, either a nurse practitioner or a physician assistant, appropriately licensed by the State of California.

1.2 "COUNTY" shall mean County of Riverside.

1.3 "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 or any COUNTY owned or leased

facility, regardless of the patients' payment source, or (2) the patients receive Professional Services from an intern or resident working under CONTRACTOR's supervision in HOSPITAL or any COUNTY owned or leased facility, on COUNTY's behalf, regardless of the patients' payment source.

1.4 "Department" shall mean the HOSPITAL Department of Emergency Services.

1.5 "HOSPITAL" shall mean Riverside University Health System Medical Center.

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

1.7 "Physician(s)" shall mean a physician(s) employed or otherwise contracted by or with CONTRACTOR who are experienced and qualified in the medical practice of SPECIALTY and are licensed to practice medicine in the State of California.

1.8 "Professional Services" shall mean professional medical services in the SPECIALTY provided by Physicians and ACPs as more fully described in **Exhibit A** to this Agreement.

1.9 "SPECIALTY" shall mean emergency medicine services.

1.10 "State" shall mean the State of California.

1.11 "TJC" shall mean The Joint Commission.

2.0 DESCRIPTION OF SERVICES

2.1 COMPLIANCE WITH HOSPITAL MISSION, VISION, AND VALUES

Professional Services shall be provided by CONTRACTOR in compliance with the HOSPITAL Mission, Vision, and Values, a copy of which shall be made available to CONTRACTOR, which reflect COUNTY's and CONTRACTOR's commitment to providing quality health services to COUNTY 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 SERVICES PROVIDED

CONTRACTOR shall provide Professional Services for HOSPITAL in accordance with the services and duties described in this Agreement and **Exhibit A** hereto. A list of the Physicians and ACPs who will provide services on behalf of CONTRACTOR is attached as **Exhibit B** (which list shall be promptly updated by CONTRACTOR and provided to COUNTY

upon the departure or addition of any Physician or ACP). CONTRACTOR shall not use, or knowingly permit any other person who is under its direction to use, any part of HOSPITAL's premises for (i) the private practice of medicine, or (ii) any purpose other than the performance of Professional Services for HOSPITAL and HOSPITAL Patients.

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 SPECIALTY 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 Provision of Services

CONTRACTOR agrees to provide Professional Services as described in this Agreement and **Exhibit A** hereto.

3.2.2 Obligations as Employer

CONTRACTOR agrees it is responsible for all employer obligations for CONTRACTOR staff. COUNTY shall not be, or be construed to be, the employer of Physicians or ACPs 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, CONTRACTOR shall reimburse COUNTY for any and all amounts paid by COUNTY to meet such obligations.

3.2.3 CONTRACTOR Representations, Warranties, and Covenants

CONTRACTOR represents and warrants to COUNTY, upon execution and while this Agreement is in effect, as follows:

A. CONTRACTOR shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, policies and procedures, and all provisions

required thereby to be included in this Agreement are hereby incorporated herein by this reference;

B. CONTRACTOR is not bound by any agreement or arrangement which would preclude CONTRACTOR from entering into, or from fully performing the Professional Services required under this Agreement;

C. With respect to any Physician or ACP providing services under this Agreement, his/her license to practice medicine or to practice as a physician assistant or nurse practitioner in the State of California or in any other jurisdiction has never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way. Each Physician or ACP providing services under this Agreement has, and shall maintain throughout this Agreement, an unrestricted license to practice medicine or other appropriate licensure in the State and Medical Staff privileges at HOSPITAL and shall only provide services within the scope of his or her license and privileges.

D. With respect to any Physician or ACP providing Professional Services under this Agreement, his/her privileges at any health care facility have never been denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction;

E. Neither CONTRACTOR nor any Physician or ACP providing Professional Services hereunder (a) is currently, or has ever been excluded, suspended or debarred from, or otherwise ineligible for, participation in any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), (b) has been convicted of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program including, without limitation, Medicare or Medi-Cal (Medicaid), or (c) has received notice of or become aware of any notice of or threatened, proposed or actual exclusion, suspension or debarment, and/or any notice of an investigation or pending administrative or judicial proceeding regarding a criminal offense related to conduct that would or could trigger an exclusion of CONTRACTOR or any Physician or ACP hereunder from any federal or state health care program.

F. Notwithstanding any other provision of this Agreement to the contrary, and as set forth below, if CONTRACTOR or any Physician or ACP providing services under this Agreement is (a) excluded, suspended, debarred from, or otherwise becomes ineligible for, participation in any federal or State health care program, or (b) convicted of a criminal offense

related to conduct that would or could trigger an exclusion from any federal or State health care program, at any time during the term of this Agreement, or if at any time after the effective date hereof, COUNTY determines that CONTRACTOR has made a false representation and/or warranty under this Section or is in violation or breach of this Section, at COUNTY's election, this Agreement shall terminate: (1) as of the effective date of such exclusion, suspension, debarment from, or ineligibility for, any federal or state health care program and/or of such conviction of a criminal offense related to conduct that would or could trigger an exclusion from any federal or state health care program, or (2) as of the date of the breach of this Section.

G. CONTRACTOR shall, from and after the Effective Date, ensure that each of the Physicians be and remain board certified in the SPECIALTY by the applicable medical specialty board approved by the American Board of Medical Specialties or American Osteopathic Association (either, the "Certifying Board"); provided, however, that if any of the Physicians is not certified in the SPECIALTY by the Certifying Board as of the Effective Date, such Physician shall have a reasonable amount of time to obtain such certification, provided that such Physician diligently pursues such certification in accordance with the rules of the Certifying Board, and is certified in the SPECIALTY by the Certifying Board..

H. Notwithstanding the foregoing, if any of the Physicians or ACPs, but not CONTRACTOR itself, fails to maintain compliance with the requirements of paragraphs C through F of this section, this Agreement shall not terminate if CONTRACTOR immediately removes such affected Physician or ACP from providing any Professional Services hereunder, notifies HOSPITAL of such removal and replaces him/her with another physician or ACP acceptable to HOSPITAL.

I. The compensation formulas used by CONTRACTOR to pay its Physicians comply with applicable law and have no relationship to the volume or value of patient referrals to HOSPITAL or to CONTRACTOR.

J. CONTRACTOR shall notify COUNTY in writing within 24 hours of becoming aware of any occurrence that would render it unable to make any of the representations and warranties in this Section.

3.2.4 Administrative Obligations

CONTRACTOR shall:

A. Provide high efficient, safe and quality care to patients, which will be monitored by the Chief Medical Officer utilizing data reported at Performance Improvement, Medical Executive and other staff committees.

B. Assist to establish rules and regulations for the operation of SPECIALTY services in COUNTY facilities including, but not limited to, HOSPITAL.

C. Assist to establish criteria for issuing SPECIALTY clinical and practice privileges at HOSPITAL and assist when requested by HOSPITAL to review the credentials of all physicians and ACPs applying for clinical privileges in the DEPARTMENT in all of its areas of service, making appropriate recommendations for approval by the Chief of the DEPARTMENT, HOSPITAL's Medical Staff Credentials Committee and Inter-Disciplinary Practice Committee, and the Medical Executive Committee.

D. Provide proctoring and review on a regular basis for the clinical and educational performances of all SPECIALTY health care professionals working on-site at HOSPITAL in accordance with any applicable 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 TJC standards, as applicable.

E. Provide HOSPITAL with annual performance objectives and evaluations to include age-specific competency and job skills for each of its ACPs who may work at HOSPITAL under this Agreement in accordance with TJC standards and applicable HOSPITAL policies and procedures.

F. 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 and ACP residents, other staff, paramedical trainees, and medical students receiving training at HOSPITAL. CONTRACTOR will ensure that such 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 meet the terms of affiliation agreements established between the HOSPITAL and medical schools, universities, colleges, and other institutions or agencies in regard to training in SPECIALTY services. CONTRACTOR's development of affiliation agreements shall be coordinated and approved by HOSPITAL Administration.

G. Require each Physician or ACP 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 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.

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

I. 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 and/or health insurance.
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.

J. 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.

K. Use best efforts 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.

L. Require Physicians and other CONTRACTOR health care staff to attend any orientation program presented for them by HOSPITAL and complete Hospital's compliance training modules.

M. Provide residents and student trainee(s) with orientation information about COUNTY facilities and operations in accord with any orientation presented by HOSPITAL to CONTRACTOR Physicians and/or other staff.

N. Provide monthly schedules for Physicians and ACPs.

3.2.5 Additional Supervisory/Management Responsibilities

3.2.5.1 CONTRACTOR shall ensure that:

A. CONTRACTOR's Physicians and ACPs shall be responsible for supervising and monitoring all SPECIALTY services as coordinated with the Department Chair.

B. The clinical and educational activities of trainees on-site from HOSPITAL 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.

3.2.5.2 CONTRACTOR agrees:

A. That responsibility for direct patient care and supervision of SPECIALTY services includes attendance and participation in committee meetings and ongoing quality improvement activities in accordance with the HOSPITAL Performance Improvement and Patient Safety Programs, as approved by the Hospital's Governing Board.

B. To use best efforts to serve as provider(s) of SPECIALTY services under the provisions of managed care contracts and other contracts entered into by HOSPITAL.

3.2.6 Projection of Needs

CONTRACTOR agrees to consult on projection of space, personnel, and equipment needs annually for the areas of responsibility by this Agreement for each COUNTY fiscal year, and to consult on project needs for future years as required by HOSPITAL. Such evaluations and projections will be submitted in writing to HOSPITAL Medical Director.

3.2.7 Budget Compliance

CONTRACTOR at all times shall provide Professional 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 Infectious Disease Certification

CONTRACTOR shall, within ten (10) days of signing this Agreement, and annually thereafter, provide HOSPITAL Administration a current written report, signed by the properly qualified Party performing the examination, verifying that CONTRACTOR personnel are

able to perform the assigned duties and are free from symptoms indicating the presence of infectious disease. Said report shall initially contain the results of a skin test for tuberculosis using Purified Protein Derivative intermediate strength or a chest x-ray and Hepatitis B test. CONTRACTOR personnel shall not perform any services hereunder if the personnel evidence symptoms of any infectious disease.

3.2.9 Miscellaneous

CONTRACTOR will:

A. Take no steps to recruit HOSPITAL staff for employment during the course of this Agreement and for ninety days thereafter.

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

C. Be accountable for being in compliance with all billing regulations and laws regarding provision of SPECIALTY services as well as in conjunction with residency supervision.

D. Follow protocols and procedures for inmates being served by the HOSPITAL and requiring SPECIALTY services.

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

F. CONTRACTOR agrees to assist HOSPITAL, upon request, in planning, developing, and establishing new procedures and processes for the effective management of SPECIALTY patient care.

G. 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, Rules and Regulations, and HOSPITAL Policies and Procedures.

3.3 COUNTY

3.3.1 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 upon 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 services being provided by CONTRACTOR at HOSPITAL shall continue until patient discharge. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of costs in accordance with Section 4, Compensation, and as outlined in Section 5.3, of this Agreement.

3.3.2 COUNTY agrees to:

A. Maintain State licensure through the California Department of Public Health and accreditation status with TJC or a comparable accreditation organization.

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 personnel by providing performance information to the CONTRACTOR Coordinator.

D. Immediately notify CONTRACTOR of any particular problems regarding CONTRACTOR's personnel or independent contractors.

E. Provide necessary emergency health care or first aid required by CONTRACTOR personnel as a result of an accident occurring at COUNTY facilities.

F. Retain ultimate professional and administrative accountability for all patient care at COUNTY facilities.

G. Take no steps to recruit CONTRACTOR staff or Physicians for employment during the term of this Agreement or for ninety days thereafter.

3.3.3 COUNTY shall be responsible for:

A. Hiring, scheduling, promoting, compensating, disciplining, and terminating 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. Investigating 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.

C. Compensating COUNTY personnel who provide Professional Services at HOSPITAL and who are not providers employed by or contracted with CONTRACTOR.

3.3.4 HOSPITAL shall consult with CONTRACTOR as to the support elements HOSPITAL deems necessary for the proper operation of the SPECIALTY Professional Services and shall furnish, at its expense, for the use of CONTRACTOR, all such support elements, including but not limited to the following:

3.3.4.1 Space

HOSPITAL shall furnish and make available to CONTRACTOR space presently designated for Emergency Services, 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.

3.3.4.2 Office Space and Support Staff

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

3.3.4.3 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 Emergency Services 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 and HOSPITAL. HOSPITAL Administration shall assist the CONTRACTOR in the administrative management of the Division by (i) providing HOSPITAL policies and procedures, Medical Staff Bylaws, and the House Staff Manual to CONTRACTOR, and (ii) informing the CONTRACTOR of plans of HOSPITAL which pertains to the operation of Emergency Services.

3.3.4.4 Equipment

HOSPITAL shall furnish equipment as HOSPITAL and medical staff mutually agree is necessary for the proper operation of the Emergency Services 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.

3.3.4.5 Supplies

HOSPITAL shall furnish all expendable and non-expendable supplies, such as drugs, chemicals, stationery, and similar supplies reasonably necessary for the proper operation of Emergency Services

3.3.4.6 Other Personnel

All other personnel, including but not limited to nursing, administrative or other non-medical and non-physician personnel as HOSPITAL deems necessary for the proper operation of the Emergency Services shall be either employed or contracted outside the Agreement as separate contractors, and compensated by HOSPITAL in consultation with the Medical Director of HOSPITAL. Furthermore, HOSPITAL shall give due consideration to removing any such person from the Emergency Services upon request by the CONTRACTOR. In the performance of their duties in the Emergency Services, such personnel shall be subject to the supervision of the HOSPITAL Administration, or the Hospital Medical Director, as appropriate.

3.3.4.7 Billing and Operational Data. HOSPITAL shall provide to CONTRACTOR, through CONTRACTOR's agent or subsidiary, billing and operational data and necessary related administrative support as set forth in this Section. Additional acquisition, hosting analytics or data tools for HOSPITAL that are not otherwise covered under this Section may be negotiated separately between HOSPITAL and CONTRACTOR's agent or subsidiary:

3.3.4.8 Patient Information. HOSPITAL shall take all necessary and reasonable steps to provide CONTRACTOR sufficient Patient Information (as defined below) to facilitate CONTRACTOR's billing and collecting for Emergency Medicine Services provided pursuant to this Agreement. HOSPITAL shall maintain the remote access currently provided to designated personnel of CONTRACTOR's agent to HOSPITAL's information systems. CONTRACTOR's agent and dedicated personnel shall adhere to all HOSPITAL standards, policies and procedures for remote access to data.

HOSPITAL registration personnel shall use best efforts to have all patients (and/or guarantors/legally responsible parties) sign CONTRACTOR and HOSPITAL

forms required by various third-party payors.

CONTRACTOR agrees to accept determinations of patient financial need made by HOSPITAL, according to its Patient Assistance Policy, and apply such policy in determining patient financial responsibility for professional services provided under this Agreement.

4.0 COMPENSATION

4.1 CONTRACTOR shall invoice HOSPITAL for the monthly payment due and shall be paid in accordance with **Exhibit C**, attached hereto incorporated herein. Invoices shall be submitted monthly. Payment shall be due thirty (30) working days from the date of receipt of the invoice. CONTRACTOR shall provide monthly reports identifying the services performed in the prior month, including the Physicians or ACPs who rendered services, the types of services provided, the date services were rendered, the hours worked, and patient encounter information.

4.2 Such payment by HOSPITAL shall be deemed to be made for, as provided by this Agreement, Professional 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.

4.3 HOSPITAL reserves the right to dispute invoices. If there is an error on an invoice, after prior notification discussion and agreement on correct amount with CONTRACTOR, CONTRACTOR will issue a credit note and revised invoice, and Hospital will make payment to Contractor as further set forth in **Exhibit C**.

4.4 Maximum payments by HOSPITAL to CONTRACTOR shall be as specified in **Exhibit C**, attached hereto.

5.0 TERM/TERMINATION

5.1 Term. This Agreement will be effective as of March 1, 2021 through June 30, 2021. This Agreement shall renew annually effective each July 1st through June 30, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year Agreement.

5.2 Termination without cause. Either Party may terminate this Agreement, without cause, by giving one hundred eighty (180) days' prior written notice to the other Party, unless

otherwise terminated in accordance with the provisions of this Section 5 of this Agreement, or as otherwise specified herein.

5.3 Termination for cause. Either Party may terminate this Agreement for a breach of this Agreement by providing at least thirty days' notice of the event(s) it believes constitutes a breach and providing a reasonable opportunity for the other Party to cure such breach.

5.4 In the event that this Agreement is terminated prior to the expiration of the Agreement, the parties shall not enter into a contract with each other pertaining to the subject matter hereof during that Term of the Agreement.

5.5 On the Effective Date, this Agreement shall replace and supersede the prior Professional Medical Services Agreement for Emergency Department Physician Services between COUNTY and CONTRACTOR approved October 23, 2018; Agenda Item 17.2 and any and all amendments thereto.

5.6 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 business, or (b) in the event of fraud, dishonesty, or a willful or material breach of this Agreement by CONTRACTOR, or, (c) 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 C** only during such period that CONTRACTOR shall, in fact, be performing the duties hereunder.

5.7 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 COUNTY may receive for services furnished to COUNTY Patients through this Agreement, 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 of compensation 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.

5.8 Notwithstanding anything to the contrary herein contained, in the event performance by either Party hereto of any term, covenant, condition or provision of this Agreement

should jeopardize the license of either Party, its participation in or reimbursement from the State or federal health care programs or other reimbursement or payment programs, or its full accreditation by TJC or any other state or nationally recognized accreditation organization, or if any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, the Parties shall use their best efforts to resolve the illegality through the renegotiation of the applicable portions of this Agreement. If the Parties are unable to reach an agreement on such changes within thirty (30) days after initiating negotiations, COUNTY or CONTRACTOR may, at its option, terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

5.9 In the event of non-availability of COUNTY funds, 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 reimbursement for Professional Services up to the date of termination, in accordance with Section 4, Compensation.

6.0 HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the COUNTY, its agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, and independent contractors from any and all liability action, claim, or damage whatsoever, based or asserted upon any intentional or negligent act or omission or willful misconduct of CONTRACTOR, its directors, officers, agents, employees, independent contractors, or subcontractors arising out of or in any way related to this Agreement, or any breach of this Agreement; however, this indemnification shall not apply to Professional medical services performed by CONTRACTOR or any of its subcontractors, independent contractors, or employees, on behalf of the COUNTY under this Agreement. Liability resulting from medical professional acts or omissions of the CONTRACTOR shall be subject to the terms of **Exhibit D**, attached hereto.

The Parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or causes of action may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other when such issues, claims or causes of action arise, to the extent such cooperation does not violate any applicable laws, cause

the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or causes of action. The Parties shall, therefore, use reasonable efforts to address such risk management claims or causes of action in a cooperative manner.

7.0 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. The procurement and maintenance of the insurance required below will not diminish or limit CONTRACTOR's obligation to indemnify or hold COUNTY harmless, as set forth in Section 6 above.

A. WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY

Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of not less than \$1,000,000 per person per accident. Policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and be endorsed to Waive Subrogation in favor of the COUNTY.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance coverage including, but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. To the extent coverage is provided by a commercial insurance policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. VEHICLE LIABILITY

If CONTRACTOR's vehicles or licensed mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain vehicle liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as a Loss Payee.

D. PROFESSIONAL LIABILITY

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows

E. GENERAL INSURANCE PROVISIONS

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and shall have an A.M. BEST rating of not less than an A-:VIII (A:68) unless waived, in writing, by the COUNTY Risk Management. If COUNTY's Risk Management waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of COUNTY Risk Management before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to COUNTY, and at the election of COUNTY Risk Management, CONTRACTOR's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and

expenses.

CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either; 1) a properly executed Certificate(s) of Insurance and copies of Endorsements affecting coverage as required herein, or 2) if requested to do so in writing by COUNTY Risk Management, provide certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect with a covenant of the insurance carrier(s) that thirty (30) days' written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. *If CONTRACTOR insurance carrier(s) policies does not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate(s) of Insurance. The original Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

It is understood and agreed to by the Parties hereto that Certificate(s) of Insurance and policies shall covenant and shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in COUNTY Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

The insurance requirements described herein may be met with a program of self-insurance or a combination of insurance and self-insurance.

CONTRACTOR agrees to notify COUNTY of any claim by a third party or any

incident or event that may give rise to a claim arising from the performance of this Agreement.

8.0 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 required elements under this Agreement.

9.0 TJC STANDARDS

CONTRACTOR certifies knowledge of TJC Standards for Acute Care Hospitals and shall comply therewith as to all required elements under this Agreement.

10.0 WORK PRODUCT

All reports, preliminary findings, or data assembled or compiled by CONTRACTOR for COUNTY under this Agreement become the property of the COUNTY, excluding any Pre-Existing or New Materials of CONTRACTOR, as defined herein. The COUNTY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials may not be circulated in whole or in part, nor released, to the public without the direct authorization of the Hospital Director/CEO or an authorized designee. Each Party acknowledges and agrees that the other Party owns or licenses existing Confidential Information, platforms, websites, practices, protocols and other material protected by worldwide common law and statutory intellectual property rights ("Pre-Existing Materials"). In the case of CONTRACTOR, Pre-Existing Materials specifically includes the On Duty ® platform. Neither Party will reproduce, sell, transmit, publish, broadcast, or otherwise disseminate or distribute the other Party's Pre-Existing Materials without such party's prior written consent. Furthermore, each Party shall own, solely and exclusively, all intellectual property rights to any materials created solely by that Party, without the use of the other Party's Pre-Existing Materials or incorporating work product created by CONTRACTOR under this Agreement, during or after the Term of this Agreement ("New Materials"). In addition, each Party specifically agrees not to use the other Party's Pre-Existing Materials or New Materials in the creation or development of its own materials during or after the Term of this Agreement without the other Party's prior written consent.

11.0 RESEARCH/INVESTIGATIONAL STUDIES

CONTRACTOR agrees, in compliance with Medical Staff Bylaws, Rules and Regulations, that any investigational study protocols or planned research to be done at HOSPITAL will be

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

12.0 ASSIGNMENT/DELEGATION

12.1 This Agreement shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without the prior written consent of COUNTY, provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts with the prior written consent of 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 HOSPITAL shall contain the same obligations contained in this Agreement regarding the performance of patient care services at HOSPITAL. 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.

12.2 CONTRACTOR shall indemnify and hold harmless COUNTY from the acts of any subcontractor in accordance with Section 6.0, Indemnification.

12.3 CONTRACTOR agrees that each of its subcontracts or agreements with all of the Physicians and other health professionals providing services at HOSPITAL must contain a clause whereby said Physicians and health professionals who jeopardize the license or accreditation of HOSPITAL may be removed from HOSPITAL by CONTRACTOR and/or HOSPITAL without application of any provision of the Bylaws of the Medical Staff of the HOSPITAL or entitlement to hearing thereunder.

12.4 CONTRACTOR agrees that any development of physician or ACP training agreements wherein the resident(s) will be placed at HOSPITAL must be submitted at least sixty (60) days in advance to HOSPITAL Administration for review and processing prior to making any commitment to the resident(s) regarding such placement.

12.5 A change in the business structure of CONTRACTOR, including but not limited to a change in the majority ownership, change in the form of CONTRACTOR's business organization, management of CONTRACTOR, CONTRACTOR's business organization,

CONTRACTOR's ownership of other businesses dealing with CONTRACTOR under this Agreement, or filing reorganization or bankruptcy by CONTRACTOR shall be deemed an assignment for purposes of this Section.

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 preventing COUNTY from enforcement hereof.

14.0 RECORDS AND REPORTS

14.1 CONTRACTOR shall prepare and maintain accurate and complete records of its services and activities performed under this Agreement. CONTRACTOR shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect CONTRACTOR's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to COUNTY. CONTRACTOR agrees to provide to COUNTY such reports as may be required by the Hospital Director/CEO, or designee, with respect to the services set forth under this Agreement.

14.2 To the extent necessary to prevent disallowance of reimbursement under 42 U.S.C. 1395x(v)(1)(1), and regulations promulgated pursuant thereto, until the expiration of five (5) years after the furnishing of services under this Agreement, CONTRACTOR shall make available, upon written request to the Comptroller General of the U.S. General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the cost of the services provided by CONTRACTOR.

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 patient care services in accordance with this Agreement.

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. To the extent applicable, monitoring shall include a quarterly assessment of the performance requirements listed in **Exhibit E**, 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 which may be reviewed under the terms and intent of this Agreement, including protection of names and other identifying information from unauthorized disclosure, 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), any oral or written communication, information, or effort of cooperation between HOSPITAL and CONTRACTOR, or between HOSPITAL and CONTRACTOR and any other Party.

16.3 CONTRACTOR, its officers, employees, and agents, including each of the Physicians, shall comply with all federal, State and COUNTY laws and regulations, including, but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). CONTRACTOR shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), of HOSPITAL patients, other than as permitted by this Agreement, HOSPITAL policies and procedures, and the requirements of HIPAA or the Regulations. CONTRACTOR shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. CONTRACTOR shall promptly report to HOSPITAL any use or disclosures, of which CONTRACTOR becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that CONTRACTOR contracts with any agents to whom CONTRACTOR provides Protected Health Information, CONTRACTOR shall include provisions in such agreements pursuant to which CONTRACTOR and such agents agree to the same

restrictions and conditions that apply to CONTRACTOR with respect to Protected Health Information. CONTRACTOR shall make CONTRACTOR's internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the U.S. Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by CONTRACTOR or HOSPITAL by virtue of this Section. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

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 and each of its employees, subcontractors or independent contractors 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. CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. Notwithstanding the foregoing, if COUNTY determines that pursuant to federal and State law CONTRACTOR or any of its employees, subcontractors or independent contractors is an employee of COUNTY 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 It is further understood and agreed by the Parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of HOSPITAL merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results, provided always that the services to be performed hereunder by CONTRACTOR shall be provided in a manner consistent with all regulatory, including federal, State, and local agencies, accrediting and licensing agencies, Medical Staff Bylaws, Rules, and Regulations, and policies and procedures, as may be amended from time to time, as well as community standards governing such services and the provisions of this Agreement.

17.3 Neither COUNTY nor HOSPITAL shall have or exercise any control or direction over the methods by which CONTRACTOR or any of the Physicians shall perform his/her work functions. The sole interest of COUNTY is to assure that HOSPITAL is operated in a competent, efficient, safe and satisfactory manner, and that all applicable provisions of the law and other rules and regulations of any and all governmental authorities relating to licensure, accreditation and regulation of physicians and hospitals shall be fully complied with by all Parties hereto.

18.0 NONDISCRIMINATION

18.1 To the extent prohibited by applicable law, CONTRACTOR shall not unlawfully discriminate in the provision of Professional 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, 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 1964 (P.L. 88-352).

18.2 For the purpose of this Agreement, distinctions on the grounds of race, religion, color, sex, nationality, age, or physical or mental handicap include, but are not limited to, the following:

A. Denying an eligible person or providing to an eligible person any services or benefit which is different or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

B. Subjecting an eligible person to segregation or separate treatment in any matter related to receipt of any service, except when necessary for infection control.

C. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

D. Treating an eligible person differently from others in determining whether he/she satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

19.0 CONFLICT OF INTEREST

The Parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. CONTRACTOR shall submit an annual statement of economic conflict of interest disclosure form as designated by HOSPITAL.

20.0 COMPLIANCE PROGRAM

It is acknowledged that the HOSPITAL's Compliance Program applies to the services and obligations described herein. The Compliance Program is intended to prevent compliance concerns such as fraud, abuse, false claims, and inappropriate patient referrals. CONTRACTOR agrees to cooperate with HOSPITAL's Compliance Program, including any audits, reviews and investigations which relate to any services provided hereunder. The Compliance Program requires, and it is hereby agreed, that any regulatory compliance concerns shall be promptly reported to the Chief Compliance Officer (951-486-6471; r.compliance@ruhealth.org) or reported anonymously through the HOSPITAL's Compliance Hotline (844-760-5832).

21.0 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.

22.0 ADMINISTRATION

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

23.0 HOSPITAL ACCREDITATION/LICENSE

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.

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 5.0, TERM/TERMINATION.

24.0 JURISDICTION, VENUE, AND ATTORNEY FEES

This Agreement is to be construed under the laws of the State of California. The Parties agree to the jurisdiction and venue of the Superior Court for the State of California, County of Riverside. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing Party shall be entitled to attorney's fees in addition to whatever other relief is granted.

25.0 PROHIBITION OF PAYMENT OF FUNDS TO INFLUENCE LEGISLATION

CONTRACTOR shall not use any funds provided hereunder to pay the salary or expenses of 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.

26.0 NO REFERRALS

No term, covenant or condition of this Agreement shall be construed as requiring or inducing CONTRACTOR or any Physician to refer any patients to HOSPITAL. CONTRACTOR's rights under this Agreement are not and shall not be dependent in any way or manner upon the number of inpatients or outpatients referred to HOSPITAL. Any payment, fee, or consideration of any kind provided for in this Agreement to be made or given by COUNTY to CONTRACTOR shall be made or given only as fair market value consideration in return for the performance of the services provided in accordance with this Agreement and shall not constitute, or be deemed to constitute, consideration in return for the referral of any patient.

27.0 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.

28.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. 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. COUNTY and CONTRACTOR may be Parties to other, separate and unrelated agreements. In accordance with 42 C.F.R. § 411.357(d)(ii), these agreements are identified in HOSPITAL's centralized master list

of physician contracts, which is maintained and updated and available for review by the Secretary of the U.S. Health and Human Services upon request.

29.0 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:

CEP America-California d/b/a Vituity
2100 Powell Street, Suite 400
Emeryville, CA 94608
Attn: COO
cc: Legal Dept

COUNTY:

Riverside University Health System -
Medical Center
26520 Cactus Avenue
Moreno Valley, CA 92555
Attn: CEO

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

30.0 HEADINGS

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

31.0 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 Agreement. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

CEP America-California

By: Karen S. Spiegel

Name: Karen Spiegel

Title: Chair, Board of Supervisors

Date: MAR 23 2021

DocuSigned by:
Dr. David Birdsall
94D4F89FC83943F

Name: David Birdsall, MD

Title: COO

Date: 2/26/2021

ATTEST:

Kecia R. Harper
Clerk of the Board

By: Wendy Rasso
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: Martha Ann Knutson

Name: Martha Ann Knutson

Title: Deputy County Counsel

Date: 2/26/21

EXHIBIT A**SCOPE OF SERVICES****1.0 CONTRACTOR STAFFING:**

A. Provide adequate staffing, as listed below, to assume medical care responsibilities for SPECIALTY services under the direction of the Chief of the HOSPITAL Emergency Department (DEPARTMENT) and the HOSPITAL Medical Director. CONTRACTOR shall provide Board Certified Emergency Physicians, ACPs, ACP Fellows, and Physician Administrative support for the DEPARTMENT of Emergency Medicine and oversight of the Resident Physicians, medical students and Physician Assistant (PA) Fellows in the Emergency Department (ED):

EMERGENCY DEPARTMENT PERSONNEL			
Description	FTE	Annual Hours	Monthly Hours
Emergency Physicians	13.0	23,400	1950
ACPs	11.0	19,800	1650
ACP Fellows	8.0	14,400	1200
Department Chair	0.5	900	75
ACP Lead	0.2	360	30
Emergency Residency Program Director	0.5	900	75
Emergency Residency Assistant Director	0.35	630	52.5
Physician Ultrasound Director	0.1	180	15

Specially Designated RUHS Roles			
Role	FTE	Hours	Staffing Restriction
Medical Director for Clinical Support Services	0.2	360 annual hours in addition to the Department Chair Role listed above.	To be filled by Michael Mesisca M.D., only.
Physician Champion - Gilead Grant	n/a	15.59 per month, March 1, 2021 through August 31, 2021	To be filled by Mark Thomas D.O., only.

SCOPE OF SERVICES

B. HOSPITAL acknowledges and agrees that the staffing hours above are estimated averages and were determined with the expectation that CONTRACTOR, if mutually agreed by the DEPARTMENT Chair and HOSPITAL CEO or his/her designee, may substitute Physician coverage for ACPs or ACP fellows to reflect variations in ACP and Fellow availability.

C. HOSPITAL acknowledges and agrees that Emergency Physician hours specifically include all Physician time related to providing the SERVICES, including, but not limited to the duties in 1.0 A. and patient charting, attendance at HOSPITAL meetings and other administrative duties requested by HOSPITAL, in addition to the provision of clinical services. Hours do not reflect time spent providing testimony requested in third party actions.

2.0 GENERAL RESPONSIBILITIES

A. CONTRACTOR shall furnish medical professional staff to provide all services as specified in this Exhibit. All administrative issues shall be directed to the HOSPITAL Chief Medical Officer for handling. CONTRACTOR shall:

1. Provide only physicians who have been approved by the HOSPITAL's Credentialing Committee.

2. Continue to recruit highly qualified and capable board certified/ eligible Emergency Medicine Physicians and ACPs who will continue to embrace and champion patient centered care and will build upon the operational excellence already achieved in the Emergency Department at RUHS.

3. Provide suitable staff replacement coverage for any Physician absent due to extended illness, vacation, seminar attendance, or termination of employment with CONTRACTOR, who was assigned at HOSPITAL under the terms of this Agreement.

4. Ensure that CONTRACTOR Physicians have verifiable SPECIALTY 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.

5. Provide complete medical records for all patients cared for no later than fourteen (14) days after patient discharge in compliance with Medical Staff Bylaws, Rules and Regulations. CONTRACTOR agrees to dictate reports immediately after completion of procedures. Said medical records shall, at all times, be the property of HOSPITAL, but

SCOPE OF SERVICES

CONTRACTOR shall have reasonable access to such medical records and shall have the right to make copies thereof, at CONTRACTOR's sole cost and expense, upon reasonable notice to HOSPITAL to do so.

6. Ensure that all CONTRACTOR Physicians and ACPs providing administrative services (i.e., Department Chair, Emergency Residency Program Director, Residency Education Director, Physician Assistant Lead) each complete and submit a monthly time sheet in the format attached as Exhibit F.

3.0 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 negotiation, implementation, and coordination of the fulfillment of responsibilities under this Agreement. CONTRACTOR shall not replace the approved CONTRACTOR physician Coordinator without the prior approval of the HOSPITAL. **Michael Mesisca, D.O.**, shall serve as Coordinator for SPECIALTY services in this capacity until such time as mutually agreeable.

4.0 EDUCATION DIRECTOR

CONTRACTOR agrees that the duties of the Physician(s) serving as Education Director shall be:

1. Presenting formal didactic resident, student, and advanced provider lectures.
2. Participating as resident interview committee participation.
3. Presenting quarterly hospital grand round lectures
4. Conducting Oral Board review practical for residents
5. Serving as Sepsis program champion
6. Presenting lectures at Annual RUHS EM Education Conference
7. Serving as ED Trauma Representative
8. Participating as GME Committee Representative
9. Completing and submitting a monthly "Physician Services Monthly Timesheet" in the form attached as Exhibit F.

SCOPE OF SERVICES

5.0 ASSOCIATE RESIDENCY PROGRAM DIRECTOR

CONTRACTOR agrees that the duties of the Physician serving as Associate Residency Program Director shall be:

1. Participates in ED resident recruitment and selection process; screening applications, interview selection, and attends interview process.
2. Provides resident evaluations and feedback on resident performance and improvement.
3. Provides regular resident lectures and assists in curriculum design.
4. Provides oversight for resident wellness, addresses clinical and professional development and behavioral issues in the department.
5. Assists in design, implementation and execution of resident oral board review course.
6. Mentors resident research projects and works to facilitate clinical improvement projects and research.
7. Schedules, mentors, orients medical and advanced provider students rotating in the department.
8. Completes and submits a monthly "Physicians Services Monthly Timesheet" in the form attached as Exhibit F.

6.0 MEDICAL DIRECTOR FOR CLINICAL SUPPORT SERVICES

CONTRACTOR agrees that the duties of Michael Mesisca when serving as Medical Director Clinical Support Services will be:

1. The role of Medical Director for Clinical Support Services is to work as a dyad with the Chief Operating Officer and provide physician input to oversee the quality and operations of clinical support services such as laboratory, radiology, respiratory, cardiology lab, physical therapy.
2. This physician also makes sure that the activities of these departments match the needs from the treating physicians to provide the best care to RUHS patients.
3. Completing and submitting a monthly "Physician Services Monthly Timesheet" in the form attached as Exhibit F.

SCOPE OF SERVICES

7.0 Physician Champion – Gilead Grant

CONTRACTOR agrees that the duties of Mark Thomas, D. O. when serving as Physician Champion for Gilead Grant related services shall be:

1. Provide leadership and design workflows for opt-out HIV and Hep C testing in the emergency room.
2. Ensure compliance with consenting process for testing.
3. Coordinate workflows and training for physician order entry, electronic health record integration, test resulting, lab workflow integration, and provider response to positive and negative tests.
4. Provide education and training to nursing, physicians and staff on screening process, result follow-up and disclosure and connection to outpatient follow-up.
5. Collaborate with the emergency department linkage to care coordinator. Provide medical oversight and quality assurance to evaluate follow-up plans for patients with newly positive results.
6. Track and report grant performance metrics to RUHS leadership and Focus Grant team.
7. Provide data reports to hospital and department leadership on testing rates, positivity rates, and linkage to care success.

8.0 ACP “Fellows”: CONTRACTOR represents and warrants that individuals providing services in this category are employees of CONTRACTOR regardless of their Sponsoring Institution.

9.0 STAFF REMOVAL

A. COUNTY shall reserve the right, exercisable in its discretion after consultation with CONTRACTOR, to exclude any Physician from HOSPITAL’s 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 Medical Staff Bylaws, Rules, and Regulations as may be amended from time to time.

B. Notwithstanding any other provision of the Agreement, CONTRACTOR will ensure that any Physician 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.

PHYSICIANS LIST

LIST OF CONTRACTOR PHYSICIANS and ACPs

Physicians:

Avila, Liezl

Azad, Armaghan

Cosand, Chelsea

Dukes, Seth

Englander, David

Fierro, Liz

Flores, Michael

Ghassemzadeh, Sassan

Haycock, Korbin

Hu, Eugene

Kang, Michael

Knox, Christie

Labha, Joel

Lin, Stephen

Loe, Stephanie

Mesisca, Michael

Minahan, Thomas

Munden, Susan

Naftel, John

Nesper, Tim

Nitahara, Michi

Ochoa, Humberto

Randall, Melanie

PHYSICIANS LIST

Singh, Karan

Sy, Rolando

Thomas, Mark

ACPs:

Abejuela, Kristopher

Acevedo, Vivian

Davalos, Michael

Henshaw, Kim

Koenig, Rodney

Ludi, Giselle

Mendoza, Tiffany

Mullin, Andrea

Oesterle, Troy

Peterson, Nancy Peterson

Phrasavath, Dennis

Rivera Landeros, Willie

Robker, Amy

Routledge, Erin

Schulz, Alyssa

Serafino, Avo

Steinmann, Alexandra

Weiner, Alyssa

Wisdom, David

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 COMPENSATION

1.1 Subject to the conditions set forth in this Agreement, HOSPITAL shall pay CONTRACTOR as follows for actual services provided, as set forth in Exhibit A.

1.2 Each calendar month CONTRACTOR shall provide an invoice listing the actual number of hours that individuals in each of the categories listed in Exhibit A provided services during the prior month.

1.3 If those actual hours provided meet or exceed the average monthly hours expected in each category of services CONTRACTOR shall invoice for a monthly payment of:

- A. Two hundred eighty thousand three hundred sixty-six dollars (\$280,366) per month.
- B. For the months of March 2021 through August 2021, CONTRACTOR shall be entitled to an additional monthly payment of three thousand eight hundred forty-nine dollars (\$3,849) for the services of the Physician Champion for the Gilead Grant.
- C. If the actual hours of services provided in a particular category did not meet the expected number of hours, then CONTRACTOR shall deduct from the monthly payment due an amount equal to the number of hours of services not provided multiplied by the following amounts:

Category	Hourly Amount
Emergency Physicians	\$ 94.69
ACPs	\$ 33. 56
ACP Fellows	\$ 14.24
Department Chair	\$ 94.69
ACP Lead	\$ 36.67
Medical Director Support Services	\$ 94.69
Emergency Residency Program Director	\$ 94.69

EXHIBIT C**PAYMENT PROVISIONS**

Emergency Residency Asst. Education Director	\$ 94.69
Ultrasound Director	\$ 94.69
Physician Champion (Gilead Focus Grant)	\$ 256.61

D. The Parties agree that CONTRACTOR may assign providers with a higher rate of payment to meet the hourly service expectations related to providers at a lower rate of payment (for example, a physician used to fill the hourly expectation for an ACP) but that hour will be charged by CONTRACTOR and paid by the COUNTY at the lower of the agreed rates

E. Hours worked in excess of the average monthly hours agreed to in a particular category in a particular month can be carried over and reflected on a later invoice to meet the expected hours of services in a subsequent month or months within the same county fiscal year. However, the maximum number of hours which will be paid by the COUNTY for each month, per staffing category, is limited to those specified in Exhibit A.

F. Invoices shall also include the monthly performance metrics described in Exhibit E and any associated deductions, if any, for failure to meet those performance metrics.

G. Invoices will also be accompanied by the time sheets described in Exhibit A.

H. Any increase to the staffing level must be mutually agreed upon by the Parties and evidenced by a written amendment to this Agreement.

I. The Parties acknowledge that all amounts paid under this Agreement have been determined to be fair market value and commercially reasonable.

2.0 Professional Fees

2.1 The Parties agree that CONTRACTOR shall continue to bill and collect professional fees for its Professional Services under CONTRACTOR's tax identification number and provider numbers. The parties have used an estimate of such collections to establish the fair market value of the services to be provided. CONTRACTOR agrees to provide a monthly report of such collections in a form set by mutual agreement but that creation and sharing of such a report shall not create any right on the part of COUNTY to the amounts collected by CONTRACTOR.

2.2 CONTRACTOR acknowledges that it is solely and completely responsible for the billing of its professional fees and that any associated liability is and remains the responsibility of

PAYMENT PROVISIONS

CONTRACTOR. The parties expressly agree that the Indemnification set forth above in Section 6.0 of this Agreement applies to any claim, charge or governmental investigation related to such billing by CONTRACTOR.

3.0 Maximum Annual Compensation

3.1 Maximum annual compensation payable under this Agreement to CONTRACTOR by COUNTY shall not exceed the amount of three million three hundred eighty-seven thousand four hundred eighty-seven dollars (\$3,387,487).

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 (upon approval of County Risk Management) as provided hereunder solely and exclusively to the extent that it pertains to the Professional Services performed under this Agreement on behalf of COUNTY, including administrative services on behalf of the COUNTY, and so long as the CONTRACTOR (as defined below) follows and does not intentionally ignore COUNTY policies and procedures and other regulatory agencies' rules, laws, and standards of care or commit willful or wanton acts of negligence.

2.0 For purposes of this Exhibit, the term "CONTRACTOR" shall include:

2.1 The CONTRACTOR itself;

2.2 The CONTRACTOR's Physicians, ACP employees, and independent ACP and Physician contractors; and

3.0 The COUNTY shall, subject to the terms, limitations, exclusions, and conditions of this Agreement, including this Exhibit, indemnify, defend, and hold harmless the CONTRACTOR for any and all sums which the CONTRACTOR shall by law be held liable to pay for damages arising out of any demand for money or services by any patient or anyone claiming damages on account of bodily injury or mental injury to or death of any patient caused by or alleged to have been caused by error, omission, or negligence, active or passive, so long as it is not deemed a willful or wanton omission, error, or negligence, nor for punitive damage awards in professional services rendered or that should have been rendered by CONTRACTOR exclusively at HOSPITAL or on behalf of COUNTY, provided always that:

3.1 Such malpractice results in a claim being made or legal action commenced against the CONTRACTOR, and notice of such claim or action has been given in accordance with the provisions contained in Section 8 of this Exhibit.

3.2 There shall be no liability coverage provided hereunder for any claim or action against the CONTRACTOR for malpractice committed or alleged to have been committed prior to the effective date of the Agreement nor following termination of this Agreement except for services provided during the term of the Agreement and/or for the CONTRACTOR or Physician or employee rendering service hereunder as described in Section 2 of this Exhibit.

4.0 The indemnification promised hereby shall include all theories of liability against the CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or

PROFESSIONAL LIABILITY INDEMNITY

any other rule or law attributing liability to the CONTRACTOR. Such indemnification as is afforded by this Agreement is extended to include the CONTRACTOR only while it is acting within the scope of duty pursuant to the terms of this Agreement (i.e., for patients of COUNTY performed in COUNTY facilities) and shall not apply to intentional acts or acts committed with malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against the CONTRACTOR, any act committed in violation of any laws or ordinances resulting in a criminal conviction (including professional services rendered while under the influence of intoxicants or narcotics) or service at a non-COUNTY facility not required by the terms of this Agreement.

5.0 In providing for such indemnification, it is not the intent of either Party to waive any applicable statutory or other immunity from liability or of any claims requirements of the Government Code. For purposes of this Exhibit, said operating year shall begin with the date on which this Agreement is executed by the COUNTY Board of Supervisors and shall conclude on June 30 of that fiscal year; thereafter, each operating year shall run from July 1 to June 30.

6.0 The COUNTY may provide the indemnification referred to above through a program of self-insurance. The CONTRACTOR shall 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.

7.0 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 legal counsel (attorney[ies]) skilled in investigation, defense, and settlement of medical malpractice claims, 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.

8.0 The following are conditions precedent to the right of the CONTRACTOR to be defended and/or indemnified under this Exhibit, provided that 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 promptly, but no less than within five (5) business days, after receiving knowledge of any event described in this

PROFESSIONAL LIABILITY INDEMNITY

subsection (8.1) of this Section 8, give to the persons or persons designated by the COUNTY notice in writing of:

- A. Any conduct or circumstances which the CONTRACTOR believes to give rise to a claim for malpractice being made against the CONTRACTOR; or
- B. Any claim for malpractice made against the CONTRACTOR; or
- C. The receipt of notice from any person of any intention to hold the CONTRACTOR responsible for any malpractice.

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

- A. Give to the COUNTY or its duly appointed representative any and all information, assistance, and signed statements as the COUNTY may require; and
- B. 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 of payment and all cases involving persons mentioned in Sections 1 and 2 of this Exhibit.

8.3 The CONTRACTOR shall not, without the written consent of COUNTY's duly appointed representative, admit liability for, or settle any claim, or:

- A. Incur on behalf of the COUNTY any cost or expense in connection with such claim, or
- B. Give any material or oral or written statements to anyone in connection with admitting or settling such claim.

PERFORMANCE EVALUATION

- 1.0 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 and other federal program standard).
- 2.0 In addition, operational performance in the Emergency Department shall meet and or exceed the following metrics:
 - A. Average (mean) time from patient arrival to Emergency Department to provider (door to doctor/advanced provider) shall be thirty (30) minutes or less, calculated for each month.
 - B. Left without being seen (defined as a patient that arrived to the Emergency Department and never seen by a Physician or ACP) will be at three percent (3%) or less for each month.
- 3.0 Starting on the effective date of this Agreement, these performance requirements will have penalties deducted as indicated for failure to perform:
 - A. HOSPITAL shall deduct five percent (5%) of the average monthly amount set forth in Exhibit C if either metric is not met during the prior month.
 - B. HOSPITAL will deduct and additional five percent (5%) of the monthly amount owed to CONTRACTOR if both metrics are not met in the prior month.
- 4.0 In accordance with Section 3.2.4 of this Agreement, CONTRACTOR must attend at a minimum, seventy-five percent (75%) of all scheduled meetings with COUNTY representatives.

PHYSICIAN SERVICES MONTHLY TIMESHEET

Physician: _____ Facility: _____
Position: _____ Department: _____
Month/Year: _____

Please submit this timesheet to Melody Santiago, Hospital Administration, at the end of each month for the Chief Medical Officer's (CMO's) review. Pursuant to the provisions of the agreement, payment will not be made until a satisfactory timesheet has been prepared, submitted and approved by the HOSPITAL.

Print / Type Form

Date	Activity/Event and Purpose of Time Spent	Time
	Total	

I verify that this timesheet accurately records the time and services rendered to Riverside University Health System (RUHS) Medical Center.

Physician Signature Date

For HOSPITAL:
To the best of my knowledge and belief, this timesheet accurately reflects the time and services provided to RUHS Medical Center.

CMO