



February 26, 2020

President Napolitano
Office of the President
University of California
1111 Franklin Street, 12th Floor
Oakland, CA 94607
president@ucop.edu

UC Board of Regents
Office of the Secretary and
Chief of Staff to the Regents
1111 Franklin Street, 12th Floor
Oakland, CA 94607
regentsoffice@ucop.edu

Via email and U.S. Mail

Re: UC affiliations with religious-affiliated health care entities

Dear President Napolitano and UC Board of Regents:

We have previously written to you and UC campus leadership regarding UC's current and contemplated health care affiliations with entities that impose religious restrictions on health care. Since we last wrote, President Napolitano convened a working group—the Working Group on Comprehensive Access—to study such affiliations. The group could not reach a consensus and so the Chair presented two options to the Regents. Although both options purport to ensure that UC providers and students will not be contractually bound to follow religious doctrine, Option 1 proposes modifications to existing contracts which would not accomplish that. To the contrary, Option 1 rejects language explicitly prohibiting the application of religious doctrine to UC providers, students and patients and would instead continue to subject UC providers and patients to religiously restricted care.

We write now to reiterate that affiliations that restrict health care provided by UC faculty, students, and staff and to UC patients based on religious doctrine violate state and federal law. We also write to address the misleading legal arguments made in a letter from the UC Office of the President, Office of General Counsel ("UCOP letter"), attached to the Chair's report. While that letter professes to present an overview of the applicable legal landscape, it attacks a straw person—the hypothetical issue of whether it would be unlawful for UC in any instance to enter into contracts

with religiously affiliated entities—and fails to address the contracts actually at issue, which *directly impose religious doctrine on state employees, students, and patients*.

Because Option 1 does not ensure that UC will be free of sectarian influence in its affiliations, we strongly urge you to vote against it.

Factual Analysis

1. UC's Existing Contracts with Religiously Affiliated Hospitals Require UC Providers and Students to Limit Patient Care Based on Religious Doctrine

As we wrote to you previously—and despite earlier representations by UC Health to the contrary—all six UC campuses with medical centers have entered into contracts that impose religious restrictions on health care provided by UC personnel or trainees.¹ Many agreements explicitly spell out the specific restrictions on care imposed on all physicians, staff and students when working or training in Catholic facilities under the Ethical and Religious Directives for Catholic Health Care Services, promulgated by the U.S. Conference of Catholic Bishops (the “Catholic religious directives”).² For example, a UCSF Hospitalist agreement with St. Mary’s Medical Center, a Dignity Health Catholic hospital in San Francisco, requires each UC physician practicing under the agreement at St. Mary’s Medical Center to sign an agreement to follow the religious directives, and explicitly lists the following “Prohibited Procedures”³:

1. Direct abortion (even in the case of extrauterine pregnancy);
2. Heterologous fertilization;
3. Homologous artificial fertilization;
4. Participation in contracts or arrangements of surrogate motherhood;
5. Physician-assisted suicide or aid-in-dying;
6. Promotion of contraceptive practices;
7. Direct sterilization of any individual, whether temporary or permanent, unless approved in advance and in writing by Dignity Health and/or Hospital, consistent with Hospital policy;

¹ Additional examples of such agreements are in the letters we sent in November 2019 to UC campus leadership, copying the UC Regents and UCOP. The letter to UCSF is available at: <https://www.aclunc.org/sites/default/files/2019.11.15%20ACLU-NC%20NHeLP%20NCLR%20Letter%20to%20UCSF%20with%20Enclosures.pdf>

² U.S. Conference of Catholic Bishops, *Ethical and Religious Directives for Catholic Health Care Services* (6th ed. 2018) (the “ERDs”), available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/upload/ethical-religious-directives-catholic-health-service-sixth-edition-2016-06.pdf>. Examples of UC agreements that require adherence to the Catholic religious directives include: Ex. A, UCSF Hospitalist Services Agreement, effective as of September 25, 2018, at Section 4.16; Ex. B, UCLA Emergency Department Coverage Agreement, effective as of February 1, 2019, at Section Addendum A-11; Ex. C, UC Irvine Clinical Training Affiliation Agreement, effective as of October 1, 2016, at Section 2.5; and Ex. D UC Riverside Advanced Cardiac Imaging Coverage Agreement, effective as of June 7, 2018, at Section 2.5.

³ See Ex. A, at Section 2.6(f) & Exhibit 2.6(f); Section 4.16; Section 7.9(f).

8. Treatments for a sexual assault victim that have as their purpose or direct effect the removal, destruction or interference with implantation of a fertilized ovum (although prevention of ovulation, sperm capacitation or fertilization is permitted in the absence of evidence that conception has occurred); and
9. Use of human tissue obtained by direction abortions (including for research and/or therapeutic purposes).

Like the Catholic religious directives themselves, these prohibitions cover both medical treatments and communication about the treatments—*see, e.g.*, “promotion of contraceptive practices.” Physicians who perform a “prohibited procedure” are subject to “immediate removal” under the agreement.

Other agreements between UC medical centers and Catholic hospitals do not explicitly mention the religious directives, but they effectively impose the same restrictions by requiring that UC providers and students comply with the policies and procedures of the facility. As is made clear by the Catholic religious directives themselves, the the religious directives are “policy” for every Catholic facility. (ERDs, p.9 ¶ 5 (“Catholic health care services must adopt these Directives as policy, require adherence to them within the institution as a condition for medical privilege and employment . . .”).)

Differing agreements between UCSF and St. Mary’s Medical Center in San Francisco demonstrate this point. An affiliation agreement between UCSF School of Medicine and St. Mary’s Medical Center requires UCSF trainees to comply with the “policies, procedures and guidelines” of St. Mary’s Medical Center, but it does not explicitly mention the religious directives.⁴ Nonetheless, as is made explicitly clear in the UCSF Hospitalist agreement with St. Mary’s Medical Center, the Catholic religious directives are “policy” at St. Mary’s, and specifically entail the above list of “prohibited procedures.”

2. **Option 1 Would Not Prevent UC Providers and Students from Being Required to Limit Patient Care Based on Religious Doctrine**

We are heartened that the Working Group Report collectively concluded that: “the language used in many current and recently expired contracts with Catholic and Catholic-affiliated health care organizations, which appeared to require UC personnel to adhere to the [Catholic religious directives] or [Statement of Common Values], would not be appropriate in future affiliation agreements.” (Report p.20.)⁵ And Option 1 itself states that “No provision in any institutional agreement will require UC or its personnel or trainees to enforce or abide by religious directives.” (Report p.23.)

Yet Option 1 does *not* ensure that UC personnel or trainees will not be subject to the Catholic religious directives in Catholic facilities. Option 1 *rejected* including language in all UC agreements with religiously affiliated entities that “expressly states that UC providers and trainees

⁴ See Ex. E, UCSF School of Medicine Affiliation Agreement and St. Mary’s Medical Center, effective as of October 2005, at Section K(1).

⁵ The agreements, of course, did not just “appear[] to require” UC personnel to adhere to the Catholic religious directives. They affirmatively did require UC personnel to adhere to such directives.

will not be required to enforce or adhere to religious directives in their decision making, delivery of services, or performance of procedures while working in the affiliate institution.” (Report p.77.)

Instead, the operative language of Option 1 proposes the following: “that agreements will expressly provide that UC personnel working or training at any clinical site . . . will (i) make clinical decisions consistent with the standard of care and their independent professional judgment, respecting the needs and wishes of each individual patient; (ii) inform patients of all their health care options; (iii) prescribe any interventions that are medically necessary and appropriate; and (iv) transfer or refer patients to other facilities when the care they need is not available where they are being seen.” (Report p.23.)

On its face, this language would still permit religious restrictions to be imposed on UC providers and students practicing in Catholic facilities. For example, as noted by the UC’s Academic Senate representatives and the sole obstetrician-gynecologist faculty member on the Working Group, under Option 1 a UC doctor practicing in a Catholic facility could make a clinical decision to provide an IUD for birth control, but then be prohibited from placing the IUD (performing a procedure) due to the Catholic religious directives.⁶

In addition, it is not at all clear how UC providers and trainees practicing in Catholic facilities could “inform patients of all their health care options” or “prescribe interventions that are medically necessary and appropriate” or “transfer or refer patients to other facilities when the care they need is not available” in a Catholic facility. As noted above, the Catholic religious directives require that all personnel in Catholic facilities adhere to the directives, and the directives plainly prohibit information, prescription and referral for all their “prohibited procedures.” To take the IUD example, a provider who had agreed to comply with the Catholic religious directives would not just be prohibited from placing the IUD in the Catholic facility, but while meeting with a patient in the facility, they would also be prohibited from the following, as demonstrated by the list of “prohibited procedures” that UCSF physicians currently practicing at St. Mary’s Medical Center have to sign: informing the patient of the IUD as a birth control option, prescribing an IUD for birth control, or referring the patient to a different facility to get an IUD as birth control.

Neither Option 1 nor the UCOP letter explains how UC could affiliate with Catholic healthcare entities and avoid application of the Catholic religious directives on UC providers and students. The UCOP letter asserts that current contracts requiring UC personnel to abide by religious directives “have never been enforced against the University or its personnel, and the University has never been asked to enforce them.” (UCOP letter p.4.) But purported lack of enforcement is not a defense to illegality. The agreements are in fact enforced any time a UC provider cannot deliver services or perform procedures that the facility does not permit due to the religious directives.

Legal Analysis

The UCOP letter is largely presented as a rebuttal to a letter by Professor Michele Goodwin—the only lawyer and bioethicist member of the Working Group, who in addition to her relevant scholarship and other prestigious roles is an elected member of the Hastings Center, the

⁶ Letter from Kum-Kum Bhavnani, Vanessa Jacoby, and Robert May to President Napolitano Re: Dissent and Concern Regarding the Working Group on Comprehensive Access Report 2 (Dec. 24, 2019).

nonpartisan bioethics research institution—that raises the serious legal concerns presented by the existing contracts between UC Health and religiously affiliated healthcare entities and their planned continuation under Option 1.

Without focusing on the specific terms of the contracts at issue, the UCOP letter attacks straw person arguments—for example, regarding “strict exclusion of religious organizations from participation in government-sponsored programs”—which are simply not at issue here. The contracts that are at issue here, and that will continue to be at issue if Option 1 is adopted, directly impose religious doctrine on state employees and students and require them to discriminate, all in violation of state and federal law.

1. The Regents Are Constitutionally Required to Keep UC Free of Religious Influence.

Following the creation of the University of California in 1868, the 1879 version of the California Constitution both recognized the unique autonomy of the University of California—vesting authority over the administration of UC in the Regents—and provided specifically that the University: “shall be entirely independent of all political *or sectarian influence* and kept free therefrom in the appointment of its regents and *in the administration of its affairs . . .*” Cal. Const. art. IX, § 9 (1879) (emphasis added). That provision remains in full force today. Cal. Const. art. IX, § 9(f).

Rather than taking this mandate at face value—that the Regents must keep UC independent of sectarian, or religious, influence in the administration of its affairs—the UCOP letter attempts to minimize the import of the “no influence” clause. But the University cannot simply read away the explicit language of the California Constitution. None of the cases cited in the UCOP letter addresses sectarian influence.⁷ The UCOP letter also argues that the “no influence” clause would not apply to UC imposing religious restrictions on its providers and students because “enforcement by a religious entity of its own policies over what occurs at its own facilities” does not implicate UC’s “internal affairs” and that “[w]hile certain procedures are not available at certain religiously affiliated hospitals, that is also true of secular hospitals.” (UCOP letter p.4.) But as we have made clear in our letters, what is at stake here is *UC* contractually agreeing to require its own personnel—providers and students—to comply with religious doctrine in their treatment of patients, as well as exposing UC patients to limits in their care based on religious doctrine. And while secular hospitals may have limitations on the range of procedures they are able to provide, those limitations are not *based on religious doctrine*.

To return again to a concrete example from the contracts UC Medical Centers have entered into with Catholic hospitals, UC providers and students in Catholic facilities are not permitted either to prescribe contraception or to talk about contraceptive practices with their patients because the religious directives deem contraception to be “intrinsically evil.”⁸ When UC personnel are restricted

⁷ The UCOP letter cites cases in which courts have recognized that Article 9, Section 9 of the California Constitution “limits the *Legislature’s* power to regulate either the university or the regents.” *San Francisco Labor Council v. Regents of University of California*, 26 Cal. 3d 785, 788 (1980) (emphasis added). But these cases do not speak to the Regents’ separate constitutional obligations under Section 9.

⁸ ERD No. 70, note 48 at 30.

by religious doctrine in the provision of health care, this is not mere “accommodation” of a private institution as the UCOP letter suggests, but impermissible “sectarian influence” on the University.

2. The Federal Constitution Does Not Permit UC To Impose Religious Doctrine on its Providers, Students, and Patients.

Nothing in the U.S. Constitution—neither the Establishment Clause nor the Free Exercise Clause—permits UC to require its providers and students to comply with religious doctrine nor to limit the care delivered to its patients based on such doctrine.

As a general matter, we agree with the UCOP letter that “any Establishment Clause analysis must be highly fact-specific” (UCOP letter p.3), but the UCOP letter then obscures the relevant facts about UC’s current contracts and makes broad generalizations that do not support the constitutionality of the current and contemplated contractual arrangements. The UCOP letter notes that a plurality of the U.S. Supreme Court has “cast serious doubt” on the test articulated in *Lemon v. Kurtzman*, 403 U.S. 602, 612-13 (1971), for when the Establishment Clause is violated. (UCOP Letter p.2, citing *American Legion v. American Humanist Association*, 139 S. Ct. 2067, 2080 (2019) (plurality op.).) But even if the Court moves away from the *Lemon* test, there is no case under either the federal or state Establishment Clause that supports the constitutionality of requiring UC providers and students to abide by religious restrictions when providing medical care or of imposing religious restrictions on UC patients. A more direct violation of the Establishment Clause than requiring UC personnel to comply with the religious directives of a particular faith is difficult to imagine.

Contrary to assertions in the UCOP letter, we have not taken the position that “the federal Establishment Clause categorically prohibits UC from affiliating with a non-secular entity to provide health care to underserved populations and medical training to its students.” (UCOP letter 4.) We have no objection to UCLA’s affiliation with Cedars-Sinai, for example, which describes itself as a “Jewish hospital” and “faith-based institution,”⁹ because as far as we are aware, UC providers, students, and patients are not subjected to religious restrictions when delivering or receiving health care at Cedars-Sinai. Instead, the key inquiry here is whether UC affiliations with religious entities would impose religious restrictions on UC providers, students, and patients.

Also contrary to the UCOP letter, there is nothing in the Free Exercise Clause that would justify or support subjecting UC personnel and patients to the religious directives of a particular faith. The letter significantly overstates any Free Exercise concerns in this context. A refusal by UC to place its own providers, students, and patients in private facilities that require physicians to abide by religious doctrine when providing health care would *not* prohibit or penalize anyone’s religious exercise. The UCOP letter says that a “characterization of the legal environment is incomplete” without addressing *Trinity Lutheran Church of Columbia, Inc. v. Comer*, 137 S. Ct. 2012, 2022 (2017). (UCOP letter 5.) But *Trinity Lutheran* is irrelevant here. The Supreme Court in that case held that when a church was barred from receiving funds from a “generally available public benefit program”—in that case, funding for school playgrounds—it was penalized for being a church in violation of the Free Exercise clause. But here, the current and contemplated contracts between UC and Catholic hospitals are *not* a “generally available public benefit program.”

⁹ See, e.g., Cedars-Sinai, “Why Does a Jewish Hospital Celebrate Christmas?,” <https://www.cedars-sinai.org/blog/why-does-a-jewish-hospital-celebrate-christmas.html>.

Finally, contrary to the UCOP letter, the U.S. Supreme Court's decision in *Masterpiece Cakeshop, Ltd. v. Colorado Civil Rights Commission*, 138 S. Ct. 1719 (2018), is *not* about "the State's refusal to accommodate a religious baker's objection." (UCOP letter p.5.) Although the Supreme Court deemed that the treatment of that case by a state agency was "tainted by anti-religious hostility" and for that reason had to be rejected, it reaffirmed that "religious and philosophical objections . . . do not allow business owners and other actors in the economy and in society to deny protected persons equal access to goods and services under a neutral and generally applicable public accommodations law." *Id.* at 1727-29. The Supreme Court did not stop the state agency from enforcing its public accommodations law in the future, against the bakery or anyone else.

3. The Regents Should Not Adopt a Diluted Interpretation of Non-Discrimination Law.

The UCOP letter sets forth a legal analysis of California's nondiscrimination law that would undermine nondiscrimination principles across the board.

According to the UCOP letter, the question of whether California nondiscrimination law prohibits a hospital from refusing to provide a service to a transgender person when they provide that same service to cisgender people is "uncertain." (UCOP letter p.7.) The UCOP letter also states that "[i]f limiting services did not constitute discrimination by the affiliate, or the affiliate had a constitutional right to so limit its services, then it would not constitute discrimination on the part of the University to accommodate that limitation." (UCOP letter p.4.)

But California law on public accommodations is clear. Even as to *private* entities, California law guarantees that all persons in California are "free and equal" and "entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever." Cal. Civ. Code § 51(b). If a business provides a particular service to members of the public, it cannot deny the same service on the basis of sex, gender identity, gender expression or sexual orientation. Cal. Civ. Code § 51(e)(5).

Moreover, the California Court of Appeal recently affirmed that it is discrimination based on gender identity for a hospital to refuse to treat a transgender patient just because they are transgender, even if the patient is able to receive the care at another hospital. *Minton v. Dignity Health*, 39 Cal. App. 5th 1155 (Ct. App. 2019), *review denied* (Dec. 18, 2019). In that case, Mr. Minton, a transgender man, was denied a hysterectomy at Catholic Dignity Health hospital, even though the hospital regularly provides hysterectomies to cisgender women. *Id.* at 1159. Although Mr. Minton received the procedure at a non-Catholic Dignity Health hospital a few days later, the California Court of Appeal concluded that the hospital had discriminated against Mr. Minton based on his gender identity. *Id.* at 1164-65 (noting that "[w]hen his surgery was canceled, he was subjected to discrimination" and that "[f]ull and equal' access requires avoiding discrimination, not merely remedying it after it has occurred."). The *Minton* Court also rejected Dignity Health's argument that it was exempt from the application of California's nondiscrimination law on free exercise grounds. *Id.* at 1165.

If a court were to hold that private hospitals are permitted to violate state nondiscrimination law on religious freedom grounds, UC could still not rely on those beliefs to justify a public UC provider's denial of services to a patient. Nor should UC be arguing that it is not "discrimination" to refuse to serve a patient at one facility based on their gender identity, if that patient can be served at

a different facility. *See Suttles v. Hollywood Turf Club*, 45 Cal. App. 2d 283, 286 (1941) (racetrack violated California nondiscrimination law by excluding African Americans from its clubhouse, even though they were allowed to access grandstand areas).

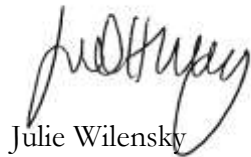
Conclusion

In evaluating the proposal by UC Health to have UC Medical Centers continue to enter into agreements with Catholic healthcare entities under which UC providers, students, and patients are subject to the dictates of religious doctrine, the Regents should carefully assess the legal arguments made in the UCOP letter and in Professor Goodwin's letter. At a minimum, the Regents should draw a clear line on religious restrictions and reject Option 1. They should not permit UC Health or UC Medical Centers to enter into contracts with religiously affiliated entities that impose religious doctrine on UC providers, students, and patients, either explicitly, as hospital policy, or in any other way.

Sincerely,



Elizabeth Gill
Senior Staff Attorney
ACLU Foundation of Northern California



Julie Wilensky
Senior Staff Attorney
National Center for Lesbian Rights



Amy Chen
Senior Staff Attorney
National Health Law Program

Exhibit A

HOSPITALIST SERVICES AGREEMENT

THIS HOSPITALIST SERVICES AGREEMENT ("**Agreement**") is made and entered into as of September 25, 2018 (the "**Execution Date**") by and between Dignity Health, a California nonprofit public benefit corporation ("**Dignity Health**") d/b/a St. Mary's Medical Center ("**Hospital**"), and The Regents of the University of California, a California constitutional corporation on behalf of UCSF Health ("**Group**"). Hospital and Group are sometimes referred to herein as a "**Party**" or, collectively, as the "**Parties.**"

RECITALS

A. Hospital is a general acute care hospital which operates an emergency department (the "**Emergency Department**").

B. Hospital has established a hospitalist program (the "**Hospitalist Program**") in order to provide coverage and coordination of all inpatient medical care and treatment of (i) all medical patients who have no primary care physician on the Medical Staff and who require the care of an internal medicine or family practice physician; and (ii) all other medical inpatients who are referred by community-based physicians (collectively, the "**Hospitalist Patients**").

C. Hospital desires to retain Group to provide onsite coverage for coverage and coordination of inpatient medical care and treatment of Hospitalist Patients, through physicians (each, a "**Group Physician**" and, collectively, the "**Group Physicians**") who are licensed to provide professional medical services in the State of California (the "**State**"), experienced in the specialized field of internal medicine (the "**Specialty**"), members in good standing of Hospital's medical staff (the "**Medical Staff**"), and who are employed or otherwise engaged by Group from time to time to provide the Services (as defined below) under this Agreement.

D. Hospital has determined that contracting with Group on an exclusive basis for the provision of the Professional Services (as defined below) is an appropriate and effective means to:

(i) Facilitate the administration of the Hospitalist Program, the supervision and training of Hospitalist Program personnel, the interrelationship between the Hospitalist Program and the rest of the Hospital, and the efficient operation of other Hospital departments and services;

(ii) Ensure that Professional Services (as defined below) are available seven (7) days per week, twenty-four (24) hours per day to the Hospital and that coverage of the Emergency Department is provided at night and on weekends, thereby reducing unnecessary delays in providing such services to Hospital patients;

(iii) Reduce disruptions in Hospital operations and relations between Hospital administration and the Medical Staff and among members of the Medical Staff;

(iv) Promote participation in Hospital's educational programs;

(v) Reduce inefficiencies resulting from having multiple practitioners and medical groups providing Professional Services (as defined below) in the Hospitalist Program;

(vi) Facilitate efficient utilization of Hospital equipment and facilities by giving Hospital greater control over the operation of the Hospitalist Program;

(vii) Improve the quality of care provided to Hospital patients by promoting standardization of procedures and improving monitoring by requiring active participation in Hospital and Medical Staff quality assurance activities;

(viii) Enhance Hospital's reputation and competitive position by enabling the Hospital to attract highly qualified physicians to the community; and

(ix) Reduce costs through standardization of procedures and centralized administration of the Hospitalist Program.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. **SUMMARY OF TERMS**

1.1 Effective Date: This Agreement shall be effective on the Execution Date, with Services and payments therefor commencing on October 1, 2018 or such other date as the Parties may agree (the "*Effective Date*").

1.2 Expiration Date: This Agreement shall expire on the last day of the twenty-fourth (24th) full calendar month after the Effective Date (the "*Expiration Date*").

1.3 Summary of Compensation: See Exhibit 1.3 for details. [REDACTED]

1.4 Hours per Week– Director Services:

Minimum: 4 hours
Maximum: 10 hours

1.5 Group's Tax I.D. Number:

94-3281662

1.6 Group's Address:

UCSF Health
500 Parnassus Ave, Box 0296
San Francisco, CA 94143
Attn: Chief Executive Officer

With a copy to:

UCSF Health
Box 0940
8000 Marina Blvd, 701
Brisbane, CA 94005
Attn: VP Strategic Partners and Network
Development

1.7 Hospital's Address:

450 Stanyan Street
San Francisco, CA 94117
Attn: President/CEO

cc: Dignity Health
Attn: Legal Department
185 Berry Street, Suite 300
San Francisco, CA 94107

**ARTICLE II.
GROUP'S OBLIGATIONS**

2.1 Group Service Obligations. Group shall provide the Professional Services (as described in Section 2.2), the Director Services (as described in Section 2.3), the Administrative Services, if any (as described in Section 2.4), and the Core Faculty Services (as described in Section 2.5) (collectively, the "**Services**"), upon the terms and subject to the conditions set forth in this Agreement.

2.2 Professional Services. Group shall provide those professional services in the Specialty that Group Physicians are qualified to provide as set forth in Exhibit 2.2 (the "**Professional Services**"), upon the following terms and conditions:

(a) Group shall provide Group Physicians to be physically present and available or on-call to provide Professional Services at the Hospital at the minimum staffing levels and in accordance with the staffing patterns set forth in Exhibit 2.2(a). Group shall adjust the staffing levels and/or staffing patterns as determined by Hospital, after consultation with Group, to be reasonably necessary and appropriate for the provision of the Professional Services and the operation of the Hospitalist Program (the "**Professional Services Staffing and Call Coverage Services**").

(b) Group shall, at its own expense, provide all *locum tenens* necessary for Group to fulfill its duties and obligations under this Agreement.

(c) Group shall, no later than fifteen (15) days prior to the beginning of each month during the term of this Agreement, provide Hospital with the staffing and coverage schedule for such month for the Hospitalist Program, which shall include the name, contact information and scheduled hours of staffing or coverage for each assigned Group Physician, and such other information as reasonably requested by Hospital from time to time.

(d) Group shall provide, without charge, Professional Services as first aid or for the initial diagnosis and treatment of injuries suffered at the Hospital by Hospital employees, volunteers or students in the course of performing services for or on behalf of Hospital, if and to the extent that Hospital's charge for these services is also waived, unless a charge for such services is collectible from an insurer or third-party payor other than Hospital or the person served.

2.3 Director Services. Group shall cause Ari Hoffman, M.D., or such replacement as designated from time to time in accordance with this Section (the "**Medical Director**"), to serve as medical director of the Hospitalist Program and to perform those duties set forth in Exhibit 2.3 (the "**Director Services**").

(a) Group shall cause the Medical Director to devote time to the Director Services as necessary and appropriate for the operation of the Hospitalist Program; provided, however, that Group shall cause the Medical Director to provide the Director Services for not less than the minimum and not

more than the maximum number of hours per week set forth in Section 1.4. Group shall cause the Medical Director to allocate time among the Director Services as reasonably requested by Hospital from time to time.

(b) Group shall cause the Medical Director to cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospitalist Program, including: supervision, selection, assignment, and evaluation of personnel; maintenance of equipment; development of budgets; and acquisition of materials, supplies and equipment.

(c) Group shall ensure that the Medical Director is solely responsible for performing the Director Services. If Hospital requests in writing that Group remove the designated Medical Director from such position, or for any reason the designated Medical Director: (i) fails to satisfy any of the professional standards and qualifications set forth in Article III of this Agreement; (ii) resigns, is terminated by Group or otherwise ceases to be a Group Physician for any reason; (iii) is removed from providing the Services at Hospital in accordance with this Agreement; (iv) fails to or is reasonably anticipated to be unable to provide the Director Services for a period of thirty (30) consecutive days for any reason, then Group shall designate a replacement Group Physician to serve as the Medical Director and to provide the Director Services, subject to the prior written approval of Hospital, which approval shall not be unreasonably withheld or delayed.

(d) Group shall ensure that the Medical Director is and remains board certified in the Specialty.

2.4 Administrative Services. Group shall cause those Group Physicians as may be approved by Hospital in writing from time to time to provide to Hospital those administrative services, if any, set forth in Exhibit 2.4 (the “**Administrative Services**”). Group shall cause such Group Physicians to allocate time among the Administrative Services as reasonably requested by Hospital from time to time.

2.5 Core Faculty Services. Hospital is a teaching hospital and operates an internal medicine residency program (the “**Internal Medicine Residency**”). In addition to the general education obligations for Group Physicians, Group shall cause two (2) Group Physicians (each, a “**Core Faculty**”) to provide supervision and teaching to Internal Medicine Residency participants for not less than an average of fifteen (15) hours per week per Group Physician. In addition to clinical attending supervision duties, the Core Faculty shall participate in the full range of educational, oversight, evaluation, recruitment and quality improvement activities of the Internal Medicine Residency (collectively, the “**Core Faculty Services**”).

2.6 Group Physicians.

(a) Group shall employ, contract with, or otherwise engage Group Physicians (including *locum tenens* physicians) to provide the Services under this Agreement. Group shall use its best efforts to ensure that the Services are provided by Group Physicians who dedicate continuous blocks of 5-10 days of coverage as daytime attendings, barring emergency schedule adjustments. Group has initially engaged those Group Physicians listed (and identified by NPIN number) on Exhibit 2.6(a) to provide the Services, which Group Physicians are hereby approved and accepted by Hospital.

(b) Group may from time to time engage one or more additional Group Physicians (including *locum tenens* physicians) to provide the Services under this Agreement, subject to Hospital’s prior written approval, which approval may be given, withheld or conditioned by Hospital in its sole discretion. In the event Hospital withholds approval with respect to any additional Group Physician, such

Group Physician shall not be entitled to any “fair hearing” or any other hearing or appellate review under any provision of the Medical Staff Bylaws.

(c) Group shall, no later than fifteen (15) days prior to the beginning of each month, provide Hospital with the staffing and coverage schedule for such month, including the name, contact information and scheduled hours for each assigned Group Physician, and such other information as reasonably requested by Hospital from time to time.

(d) Group shall ensure that any and all Group Physicians (including *locum tenens* physicians) providing the Services satisfy the professional standards and qualifications set forth in Article III of this Agreement, and have been approved and accepted by Hospital.

(e) Group shall provide prompt written notice to Hospital in the event any Group Physician resigns, is terminated by Group, or otherwise ceases to provide the Services.

(f) The Parties acknowledge that a Group Physician’s execution and delivery to Hospital of a letter of acknowledgment in the form attached as Exhibit 2.6(f) is a precondition for such physician’s provision of any Services under this Agreement.

2.7 Group Agents. Group shall cause Group Agents, if any, to comply with all obligations, prohibitions, covenants and conditions imposed on Group pursuant to this Agreement as and to the extent the services provided by such Group Agents relate to the operations or activities of Hospital and/or the Hospitalist Program, the provision of the Services or the Group’s performance of its obligations under this Agreement. Group shall, as requested by Hospital from time to time, cause Group Agents to execute such documents and to take such other actions as may be reasonably requested by Hospital from time to time. For purposes of this Agreement, “**Group Agents**” shall mean and include any person or entity (other than Group Physicians) employed or otherwise engaged by or under contract with Group to provide management, administrative or other services to or on behalf of Group in connection with the operations or activities of Group and/or the Group’s performance of its obligations under this Agreement.

2.8 Medical Records. Group shall cause Group Physicians to prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment provided by Group Physicians to any Hospital patient, in accordance with the Hospital Rules and Medical Staff Bylaws, including documentation of compliance with patient informed consent requirements. All such information and records relating to any Hospital patient shall be: (i) prepared on forms developed, provided or approved by Hospital; and (ii) the sole property of Hospital.

2.9 Physician Compensation Arrangements. Group represents and warrants to Hospital that the compensation paid or to be paid by Group to any physician (or any immediate family member of any physician) is and will at all times be fair market value for services and items actually provided by any such physician (or immediate family member of such physician), not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Group further represents and warrants to Hospital that Group has and will at all times maintain a written agreement with each non-employed physician (and each non-employed immediate family member of any physician) receiving compensation from Group.

2.10 Compliance with Laws and Standards. Group shall ensure that Group and each Group Physician shall comply with the following, as amended from time to time, to the extent applicable to the provision of Services under this Agreement: (a) Hospital’s corporate integrity program and any Dignity Health Corporate Integrity Agreement(s); (b) Dignity Health’s Standards of Conduct; and (c) all applicable federal, state, and local laws and regulations (collectively, “**Laws**”). Without limiting the

foregoing, (a) the Professional Services shall not include, and Group shall not perform and shall cause each Group Physician not to perform or to cause any other person to perform in the process of providing Professional Services at Hospital, those procedures listed on Exhibit 2.10(a) attached hereto, or such other procedures as Dignity Health may identify to Group from time to time in writing; and (b) in the process of providing Professional Services at Hospital, Group shall not impede, impair or interfere with, and shall cause each Group Physician not to impede, impair or interfere with or cause any other person to impede, impair or interfere with, those processes and practices listed on Exhibit 2.10(b) attached hereto, or such other similar processes and practices as Dignity Health may identify to Group from time to time in writing. Group shall, or shall direct or cause a Group Physician to, consult with Hospital with respect to any questions about or interpretations of the procedures, processes and practices listed in Exhibit 2.10(a) and Exhibit 2.10(b), or the application of any such procedures, processes and practices to any circumstance or service performed at Hospital pursuant to this Agreement.

2.11 Compliance with Hospital Rules and Medical Staff Bylaws. Group shall comply, and shall cause each Group Physician and Group Agent to comply, with the bylaws, rules, regulations, guidelines and policies and procedures of Hospital (the “**Hospital Rules**”) and the bylaws, rules and regulations of the Medical Staff (the “**Medical Staff Bylaws**”) applicable to Group, Group Physicians or Group Agents, the provision of the Services, or the obligations of Group under this Agreement, including, those Hospital Rules and Medical Staff Bylaws applicable to patient relations, scheduling, billing, records, collections and other administrative matters related to the operation of Hospital or the Hospitalist Program. Without limiting the generality of the foregoing, Group shall cooperate with Hospital in completing such claim forms for Hospitalist Patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Group shall prepare and deliver to Hospital such reports regarding the operations and activities of Group as may be reasonably requested by Hospital from time to time.

2.12 Excluded Provider Status. Group represents and warrants that Group, Group Physicians and Group Agents are not and at no time have been excluded from participating in Medicare, Medicaid, or any other Federal healthcare program, as defined at 42 U.S.C. Section 1320a-7b(f) (each, a “**Federal Healthcare Program**”). Group shall immediately notify Hospital of any threatened or actual exclusion of Group or any Group Physician or Group Agent from any Federal Healthcare Program. In the event that Group is excluded from participating in any Federal Healthcare Program, this Agreement shall automatically terminate as of the date of such exclusion. Group shall indemnify and hold harmless Hospital for, from and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys’ fees and costs, incurred by Hospital arising directly or indirectly, out of any violation of this Section by Group, or due to the exclusion of Group or any Group Physician or Group Agent from any Federal Healthcare Program.

2.13 Cooperation with Hospital Compliance Obligations. Group shall cause Group Physicians and Group Agents to cooperate with Hospital so that Hospital and the Hospitalist Program may meet all requirements imposed by applicable Laws, the Joint Commission, and any other governing or advisory body having authority to set standards governing the operation of Hospital or the Hospitalist Program. Group shall cooperate, and shall cause each Group Physician and Group Agent to cooperate, with Hospital corporate compliance audits, reviews and investigations that relate to Group or such Group Physician or Group Agent and/or any of the Services provided by such Group Physician or Group Agent under this Agreement. In addition, as requested by Hospital, Group shall cause Group Physicians and Group Agents to participate in corporate integrity-related seminars and educational programs sponsored by Hospital as part of Hospital’s corporate integrity program or any corporate integrity agreements.

2.14 New Technology. Group shall cause Group Physicians and Group Agents to adopt and use any information management systems or other new technology as may be made available by Hospital

and determined by Hospital to be reasonably necessary and appropriate for the operation of Hospital or the Hospitalist Program.

2.15 Notification of Certain Events. Group shall notify Hospital in writing as soon as reasonably practicable (but in no event greater than seventy-two (72) hours) after Group or any Group Physician becomes aware of any of the following: (a) Group or any Group Physician or Group Agent becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by any Federal Health Care Program, any state's medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff; (b) Group or any Group Physician or Group Agent becomes the subject of any action or proceeding arising out of the provision of the Services or any other professional or administrative services; (c) any event that materially interrupts or affects Group's or any Group Physician's ability to perform any of the Services; (d) any termination, non-renewal, cancellation or reduction in coverage of any insurance policy required under Article IV; or (e) any event listed in Section 6.2, 6.8 or 6.9 of this Agreement.

ARTICLE III.

PROFESSIONAL STANDARDS AND QUALIFICATIONS

3.1 Licensure and/or Certification. Group shall ensure that each Group Physician has and maintains an unrestricted license to practice medicine in the State.

3.2 DEA Registration. Group shall ensure that each Group Physician has and maintains a valid and unrestricted United States Drug Enforcement Administration ("**DEA**") registration, to the extent required by applicable Laws.

3.3 Board Certification. Group shall ensure that each Group Physician is and remains board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties (the "**Certifying Board**"), except as may otherwise be agreed to in writing by Hospital from time to time; provided, however, that if any Group Physician is not certified in the Specialty by the Certifying Board as of either the Effective Date or the date such Group Physician begins providing any of the Services (whichever is later), such Board eligible Group Physician shall have a reasonable amount of time to obtain such certification, provided that such Group Physician diligently pursues such certification in accordance with the rules of the Certifying Board.

3.4 Medical Staff Membership.

(a) Group shall ensure that each Group Physician is and remains a member of the Medical Staff in good standing with full clinical privileges in Specialty; provided, however, that if any Group Physician does not have full clinical privileges in Specialty as of the Effective Date or the date such Group Physician begins providing any of the Services (whichever is later), such Group Physician shall have a reasonable amount of time to obtain such membership, provided that such Group Physician diligently pursues full clinical privileges in Specialty in accordance with the Medical Staff Bylaws.

(b) Group shall ensure that each Group Physician actively participates in the Medical Staff department or section encompassing the Specialty and on all Medical Staff committees to which such Group Physician may be appointed by the Medical Staff from time to time.

3.5 Participation in Governmental Programs. Group shall be and remain a participating provider in the Medicare and Medicaid programs, and shall be and remain a participating provider in any other Federal Health Care Program as requested by Hospital from time to time. Group shall ensure that

each Group Physician is and remains a participating provider in any and all such Federal Health Care Programs.

3.6 Engagement Standards. Group shall satisfy, and shall ensure that Group Physicians and Group Agents satisfy, the patient satisfaction, employee engagement and other cooperation standards set forth in Exhibit 3.7 and as adopted or amended by Hospital from time to time (the “*Engagement Standards*”).

3.7 Continuing Education. Group shall ensure that each Group Physician participates in continuing education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community.

3.8 Quality Assurance and Peer Review. Group shall, as reasonably requested by Hospital from time to time, assist Hospital in establishing programs, policies, procedures and committees for utilization management, quality assurance, risk management, peer review and credentialing applicable to the provision of services to Hospital patients. Group shall comply and cooperate with, and shall ensure that Group Physicians and Group Agents comply and cooperate with, Hospital’s utilization management, quality assurance, risk management, peer review and credentialing programs, policies, procedures and committees, as adopted or amended by Hospital from time to time.

3.9 Quality Control. Group shall inform Hospital, as soon as reasonably practicable, of any deficiency in personnel, supplies, facilities, equipment or working environment that Group believes adversely effects or could adversely affect the provision of Professional Services by Group or Group Physicians or the quality of care rendered to Hospital patients.

3.10 Coordination with Specialist Physicians. Group shall ensure that Group Physicians coordinate with Medical Staff specialty physicians for the provision of specialty consultation and treatment, as necessary and appropriate and in accordance with Hospital Rules, Medical Staff Bylaws and applicable Laws. In the event a Group Physician determines that specialty consultation or treatment is necessary and appropriate for Hospitalist Patients, and the Hospitalist Patient does not have a physician-patient relationship with a member of the Medical Staff in the applicable specialty, the Group Physician shall refer the Hospitalist Patient to the Medical Staff physician on-call for the applicable specialty, or, if no Medical Staff physician is on-call or otherwise available in the applicable specialty, shall make arrangements to transfer the Hospitalist Patient to another appropriate institution in accordance with applicable Laws, Hospital Rules and the Medical Staff Bylaws.

3.11 Patient Transfers. Group shall ensure that each Group Physician performs and handles all patient transfers and reports in accordance with applicable Laws.

3.12 Representations and Warranties by Group. Group represents and warrants that, except as set forth in Exhibit 3.13: (a) no Group Physician’s license to practice medicine in any state has ever been suspended, revoked or restricted; (b) neither Group nor any Group Physician has ever been reprimanded, sanctioned or disciplined by any licensing board, certifying authority or medical specialty board; (c) neither Group nor any Group Physician or Group Agent has ever been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) no Group Physician has ever been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) no Group Physician’s medical staff membership or clinical privileges at any hospital or health care facility have ever been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) neither Group nor any Group Physician or Group Agent has ever been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

3.13 CMS Program Participation. Group agrees that Hospital will serve as the sole Episode Initiator for any Episode of Care-initiating admission to Hospital for Medicare beneficiaries (“Beneficiaries”) under any CMS episode-payment or bundled payment program, including without limitation the Bundled Payment for Care Improvement initiative and the Bundled Payment for Care Improvement Advanced program (each, a “**CMS Program**”). Group shall not, and shall ensure that Group Physicians, Group Affiliates and any convener of Group do not, seek or take any action that would result in attribution, Episode Initiator status and/or precedence over Hospital with respect to Episode of Care-initiating admissions of such Beneficiaries to Hospital under any CMS Program, unless Group receives prior written consent from Hospital, which may be given, conditioned or withheld in Hospital’s sole discretion. Group shall make commercially reasonable efforts to cooperate with, and cause each Group Physician to cooperate with, care management protocols initiated by Hospital under the CMS Program. Hospital shall have the right to seek specific performance or any other form of injunctive relief or remedy to enforce this Section in accordance with Section 8.7(d) of this Agreement.

ARTICLE IV.

RELATIONSHIP BETWEEN THE PARTIES

4.1 Support Services. Hospital shall, at its sole expense, furnish such space, equipment, supplies, nursing and other personnel and support services as Hospital determines to be necessary and appropriate for the operation of the Hospitalist Program, including without limitation the following:

(a) **Transcription.** Hospital shall provide access to Hospital’s standard transcription services for all of Group Physicians’ admission notes and discharge summaries in order to facilitate clear communication, continuity of care and appropriate transition of care between Group Physicians and physician(s) responsible for follow-up outpatient care. Where Hospital makes available electronic data entry, handwritten documentation by Group Physicians will not be permitted and transcription services will not be made available.

(b) **Case Management and Social Work Support.** Hospital shall provide full-time case management support to the Hospitalist Program on weekdays during regular business hours, including nurse case manager(s) to serve as Hospital’s liaison to the Medical Director and Group Physicians with respect to clinical matters and patient care management, as well as such social work support as necessary to facilitate the provision of the Professional Services. The case manager(s) shall assist in the efficient management of patient care and coordination of the discharge planning process for all patients receiving Professional Services from Group Physicians. The case manager(s) shall work collaboratively with the Group Physicians to determine the best model of case management support for the Hospitalist Program.

(c) **Utilization and Quality Data.** On a monthly basis, Hospital shall provide Group with available patient-specific data in an electronic format in accordance with the specifications set forth in Exhibit 4.1(c), attached hereto and incorporated herein, which Group shall use to monitor operational, utilization, and quality performance of the Department. Such data may include, but is not limited to the following: (i) quality data as set forth in Exhibit 4.1(c); (ii) patient satisfaction data as reported through HCAHPS; (iii) inpatient CMS core measure data; and (iv) such other data as the Parties agree from time to time.

(d) **Work Space.** Hospital shall make available work space for twelve (12) Hospitalists and a Medical Director as well as teaching space, teaching supplies and a night call room.

4.2 Independent Contractor. Group is and shall at all times be an independent contractor with respect to Hospital in the performance of its obligations under this Agreement. Nothing in this

Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Hospital and Group, any Group Physician, or any Group Agent. Group shall not, and shall ensure that each Group Physician and Group Agent does not, hold itself, himself or herself out as an officer, agent or employee of Hospital or incur any contractual or financial obligation on behalf of Hospital, without Hospital's prior written consent. Except as otherwise set forth in this Agreement, Group shall be solely responsible for paying all expenses related to Group, including compensation, health and disability insurance, worker's compensation insurance, life insurance, retirement plan contributions, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes and withholdings, with respect to Group Physicians, Group Agents, and any other person employed by or contracting with Group.

4.3 Referrals. Nothing in this Agreement or in any other written or oral agreement between Hospital and Group contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. This Agreement is not intended to influence Group's or any Group Physician's judgment in choosing the hospital or other health care facility or provider deemed by Group or such Group Physician to be best qualified to deliver goods or services to any particular patient. The rights of Group under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Group or any Group Physician. Notwithstanding the foregoing, Group shall not, and shall ensure that Group Physicians do not, refer any Hospital patient to any provider of health care services that Group or any such Group Physician knows or should know is excluded or suspended from participation in any Federal Health Care Program.

4.4 Group Insurance.

(a) Coverage Requirements. Group, at its sole cost and expense, shall purchase or self-insure and maintain the following:

(i) A policy of commercial general liability insurance, which shall: (A) provide coverage for bodily injury and property damages on an occurrence basis for Group, each Group Physician, and each Group Agent as insured parties, (B) provide for policy limits of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, and (C) name Hospital as an additional insured.

(ii) Continuous Coverage (as defined below) of a policy of professional liability insurance, which shall cover Group and each Group Physician as insured parties, and shall provide: (A) coverage for the negligent acts and omissions of Group and each Group Physician in the delivery of health care services; (B) separate coverage for (1) Group, and (2) Group Physicians, collectively; (C) for separate per claim policy limits for Group of no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate; (D) for separate per claim policy limits for Group Physicians, collectively, of no less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate; and (E) for the separate policy limits specified for Group and for Group Physicians, collectively, to be available on a per claim basis and not be shared limits.

(iii) A policy or policies of worker's compensation insurance consistent with applicable Laws.

(b) Continuous Coverage. For purposes of this Agreement, the term "**Continuous Coverage**" means the maintenance of the insurance coverage required under subsection (a)(ii) above from the Effective Date, continuing during the entire term of this Agreement and expiring not less than eight (8) years following the expiration or earlier termination of this Agreement (the "**Insurance**

Period”). If any of Group’s insurance policies required under subsection (a)(ii) above is on a “claims made” form and for any reason Group fails to maintain Continuous Coverage throughout the entire Insurance Period for Group and Group Physicians, whether by reason of termination of a policy, reduction of the policy limits below the coverage requirements, non-renewal or cancellation of a policy (whether by action of the insurance company or Group) prior to the expiration of the Insurance Period, Group shall: (i) cause a replacement insurance policy meeting the requirements of subsection(a)(ii) above to be in effect as of the effective date of the termination, reduction, non-renewal or cancellation of the prior insurance policy; and (ii) purchase either extended reporting coverage (i.e., “tail” coverage) or prior acts coverage (i.e., “nose” coverage) as necessary to meet the requirements of this Section. “Tail” coverage must provide for either an unlimited discovery/reporting period or for a discovery/reporting period that would extend through the end of the Insurance Period, and “nose” coverage must provide for a retroactive discovery/reporting period at least as of the start of the Insurance Period.

(c) **Certificate of Insurance.** Group shall provide Hospital with certificates of insurance or other written evidence of the insurance policies required by this Section in a form satisfactory to Hospital prior to the Effective Date, on each annual renewal of such insurance policies during the Insurance Period, and at any other times as reasonably requested by Hospital. At the request of Hospital, Group shall provide copies of any insurance policies required to be maintained by this Agreement; except that any premium or other confidential information may be deleted from copies of insurance policies provided to Hospital.

(d) **Replacement Insurance.** In the event Group fails to procure, maintain or pay for any insurance policy required under this Section, Hospital shall have the right, but not the obligation, to procure, maintain or pay for such insurance policy. In such event, Group shall reimburse Hospital for the cost thereof not more than ten (10) days after Hospital’s written request to Group.

(e) **Carrier Requirements.** Insurance policies maintained by Group under this Section shall be issued either by a carrier licensed or otherwise qualified to issue insurance in the State with an A.M. Best rating of A-VII or higher, or by a carrier specifically approved in advance by Hospital in accordance with Dignity Health’s risk services policies and standards.

(f) **Effect on Indemnification.** Nothing contained in this Section is intended or shall be construed to preclude, restrict or otherwise adversely affect the right of the Parties to seek and obtain indemnification or contribution under applicable Laws or this Agreement.

4.5 Indemnification.

(a) **Indemnification by Hospital.** Hospital shall indemnify and hold harmless Group and its shareholders, directors, officers, employees or agents from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys’ fees and costs, arising out of, resulting from, or relating to: (i) the breach of this Agreement by Hospital, or (ii) the negligent acts or omissions of Hospital or any employee or agent of Hospital in the performance of Hospital’s obligations under this Agreement, unless and to the extent Hospital is or would be indemnified for such acts or omissions pursuant to Section 4.4(b)(v), 4.4(b)(vi) or 4.4(b)(vii). Hospital shall also indemnify and hold harmless the Medical Director from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys’ fees and costs, arising out of, resulting from, or relating to the acts or omissions of the Medical Director in the performance of the Director Services, to the extent covered under the Dignity Health Self-Insurance Trust Statement of Coverage on Indemnification and Defense for Physician Teaching and Administrative Services (the “**SOC**”), a copy of which is attached as Exhibit 4.5. Dignity Health or Hospital may amend the SOC from time to time in its sole discretion; provided,

however, that any amendments to the SOC shall not affect the rights of the Medical Director as set forth in the SOC as of the Effective Date, but shall apply to any renewal or extension of this Agreement.

(b) Indemnification by Group. Group shall indemnify and hold harmless Hospital, its Affiliates, and their respective directors, officers, employees or agents, from and against any and all claims, causes of action, liabilities, losses, damages, penalties, assessments, judgments, awards or costs, including reasonable attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel), arising out of, resulting from, or relating to: (i) the breach of this Agreement by Group or any Group Physician or Group Agent, (ii) the negligent acts or omissions of Group or any employee or agent of Group, including any Group Physician or Group Agent, including the Medical Director, unless and to the extent the Medical Director is or would be indemnified for such acts or omissions in accordance with the SOC, (iii) wages, salaries, employee benefits, income taxes, FICA, FUTA, SDI and all other payroll, employment or other taxes, withholdings and charges payable by Hospital or any of its Affiliates to, or on behalf of, Group, any Group Physician, any Group Agent or any other personnel employed or contracted by Group, whether or not providing Services under this Agreement, (iv) negligence attributable to Group resulting in any wrongful termination or any other claim or action against Hospital with respect to the actual or constructive termination by Group of any Group Physician, any Group Agent or any other personnel employed or contracted by Group, whether or not providing Services under this Agreement, (v) negligence of Group or any Group Physician in issuing to Hospital staff, whether employed or contracted, an improper order, policy, procedure or technique as part of the Professional Services, (vi) any Group Physician's failure to respond to the Emergency Department when scheduled to provide the Professional Services, or (vii) any violation of EMTALA or Health and Safety Code Section 1317 by any Group Physician.

4.6 Survival of Obligations. Sections 4.3 and 4.4 shall survive the expiration or termination of this Agreement.

4.7 Cooperation Between the Parties. The Parties shall use reasonable efforts to cooperate regarding risk management issues and legal claims that involve or potentially involve the Parties or their respective employees or agents.

4.8 Use of Hospital Premises. Group shall not, and shall ensure that Group Physicians and Group Agents do not, use any part of Hospital's premises for the provision of any services or goods to any person or entity (other than the provision of the Services in accordance with this Agreement), except in an emergency or with Hospital's prior written consent.

4.9 Non-Solicitation of Hospital Employees. During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall solicit, directly or indirectly, for employment any employee of the other Party, or interfere with any relationship, contractual or otherwise, between such Party and any of its employees. Notwithstanding the above, the Parties acknowledge and agree that they are not prohibited from engaging in recruitment or solicitation activities directed to the general public or to targeted listservs, including but not limited to notices regarding open positions or other similar mass communications related to hiring, even though such communications may be received by covered employees.

4.10 No Prohibition or Limitation on Competitive Activities. Nothing in this Agreement is intended to prohibit or limit Group's or Group Physician's provision of professional, administrative, medical director or other organizations, provided, however, that the provision of such services does not adversely affect or otherwise interfere with Group's performance of its obligations under this Agreement.

4.11 Exclusive Contract. During the term of this Agreement, Hospital shall not, except as otherwise set forth in Exhibit 4.11, employ or contract with any person or entity other than Group to provide Professional Services in the Hospital. Nothing in this Section is intended or shall be construed to preclude Hospital from granting clinical privileges to any other physician or physicians consistent with the Hospital Rules and the Medical Staff Bylaws that would permit such physician or physicians to provide professional services in the Hospital.

4.12 Failure to Provide Staffing and/or Coverage. In the event Group fails to or is reasonably anticipated to be unable to provide staffing and/or coverage of the Hospitalist Program in accordance with the terms and conditions of this Agreement, Hospital shall have the right, at its option and notwithstanding any provision of this Agreement to the contrary, to make alternative arrangements for the provision of the Professional Services. Hospital's rights under this Section shall not (i) relieve Group of its obligations under this Agreement, (ii) effect Hospital's right to terminate this Agreement, or (iii) adversely affect Hospital's right to seek indemnity as a result of the breach of this Agreement by Group.

4.13 Intellectual Property. Group and Group Physicians may use their own ideas, knowledge, and experience to develop Intellectual Property (as defined below), and all rights to such Intellectual Property so developed shall belong solely to Group and/or Group Physicians, as applicable, provided that such Intellectual Property is developed without the use of Dignity Health Resources (as defined below) and outside of the scope of the Services provided under this Agreement. Group and/or Group Physicians, as applicable, shall obtain the prior written consent of Hospital before developing any Intellectual Property with the use of Dignity Health Resources or while performing the Services under this Agreement. In the event Group or any Group Physician uses any Dignity Health Resources in connection with the development of any Intellectual Property, or develops any Intellectual Property in connection with the provision of the Services under this Agreement, such Intellectual Property will be subject to Dignity Health Policy 130.1.001, except as otherwise mutually agreed upon by the Parties and set forth in a written agreement between the Parties prior to the development of such Intellectual Property. For purposes of this Section, "***Intellectual Property***" means any inventions, devices, discoveries, designs, protocols, clinical decision tools or similar intellectual property, and "***Dignity Health Resources***" means and includes any Hospital property, equipment, personnel, information technology, databases, medical images, data (including aggregated or other patient data not unique to any Group Physician's patients), biological materials, confidential or proprietary information or other Hospital services or resources. Dignity Health Policy 130.1.001, a copy of which is available from Hospital's administration, may be amended by Dignity Health from time to time in its sole and absolute discretion, although such amendments shall not affect the rights and obligations of the Parties that have accrued prior to the date of any such amendment.

4.14 Practice of Medicine. Group and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity that may be construed or deemed to constitute the practice of medicine. Hospital shall neither have nor exercise any control or direction over any Group Physician's professional medical judgment or the methods by which any Group Physician performs professional medical services; provided, however, that Group shall ensure that Group Physicians comply at all times with the Medical Staff Bylaws, Hospital Rules, and the terms and conditions of this Agreement.

4.15 Hospital Services. Hospital shall retain professional and administrative responsibility for the operation of the Hospitalist Program, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Group under this

Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article IV.

4.16 Ethical Principles. The Parties shall perform their respective obligations under this Agreement in a manner that shall permit each Party to uphold its values and mission, including, without limitation: (a) Group's obligations as a public trust under law and policy to remain independent of sectarian influence in the administration of its affairs; (b) Dignity Health's commitment, and the commitment of Dignity Health's non-Catholic, community hospitals, to continue to operate under the Dignity Health Statement of Common Values (or any successor thereto), and (c) the commitment of Dignity Health and its Catholic hospitals to continue to operate under the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops, as amended from time to time.

ARTICLE V. BILLING FOR PROFESSIONAL SERVICES

5.1 Professional Services Billing and Collection.

(a) **Professional Services Fee Schedule.** Group shall have discretion in establishing its professional fees for Professional Services provided to Hospital patients; provided, however, that all professional fees shall be competitive with customary local fees for comparable services and shall be billed in accordance with a uniform schedule of Group's fees for Professional Services provided under this Agreement, except as set forth in subsection (f) below. Such fee schedule, and any amendments thereto, shall be delivered to Hospital upon request.

(b) **Group Billing.** Group shall be solely responsible for billing and collecting for Professional Services provided pursuant to this Agreement. Group shall accept assignment with respect to services provided to Federal Health Care Program beneficiaries, to the extent permissible under applicable rules and regulations.

(c) **Billing Compliance.** Group shall comply with all applicable Laws, including those of the Federal Health Care Programs, customary professional practice, and other third-party payor programs, whether public or private, in connection with billing and coding for Professional Services provided pursuant to this Agreement. Group shall adopt and maintain billing and coding compliance policies and procedures to ensure Group's compliance with applicable Laws, including those of the Federal Health Care Programs. Hospital shall have reasonable access to Group's records in order to assure Group's compliance with this Agreement. Group shall promptly correct any billing errors documented by Hospital.

(d) **Patient Information.** Hospital shall take all necessary and reasonable steps to provide Group sufficient patient information to facilitate Group's billing and collecting for professional services provided pursuant to this Agreement.

(e) **Separate Billing.** Each Party shall separately bill all patients for its respective fees and charges, and neither Group nor Hospital shall bill for, guarantee the ability to collect, or have any claim or interest in or to the amounts billed or collected by the other Party. Group shall cause Group Physicians to cooperate with Hospital in completing such claim forms for Hospital patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third-party payors.

(f) **Patient Payment Assistance.** Group acknowledges that Hospital is committed to providing payment assistance to persons who have health care needs and are uninsured, underinsured, ineligible for coverage under a Federal Health Care Program and are otherwise unable to pay, for medically necessary care based on their individual financial situations, and has adopted a Patient Payment Assistance Policy (the “***Dignity Health Payment Assistance Policy***”), a copy of which is available from Hospital’s administration, pursuant to which Hospital provides free or discounted care to qualifying patients. Hospital encourages Group to adopt and maintain a payment assistance policy for the Professional Services provided pursuant to this Agreement that takes into consideration the Dignity Health Payment Assistance Policy.

(g) **Debt Collection Practices.** Group shall comply, and shall ensure that any collection agency engaged by Group complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, et. seq.) and Section 1788, et. seq. of the California Civil Code (collectively, the “***Debt Collection Acts***”). Group shall not, and shall ensure that any collection agency engaged by Group does not, with respect to any Hospital patient who is not enrolled in any HMO, PPO, POS or other third-party payor plan or program, or Medicare, Medicaid or any other government funded health care benefit plan or program: (i) use wage garnishments or liens on primary residences as a means of collecting unpaid bills for Professional Services rendered by Group or Group Physicians pursuant to this Agreement, or (ii) report adverse information to a consumer credit reporting agency or commence civil action against any such patient for nonpayment at any time prior to one hundred fifty (150) days after initial billing for Professional Services rendered by Group or Group Physicians pursuant to this Agreement.

(h) **Collection Agencies.** Hospital shall have the right to object to Group’s use of any collection agency that engages in conduct that violates the Debt Collection Acts or Section 5.1(f) of this Agreement, or that results in the unreasonable annoyance or harassment of patients. Group shall either cure this problem or discharge the collection agency within thirty (30) days following written notice of objection by Hospital. If this problem occurs a second time, Group shall discharge the collection agency within thirty (30) days following written notice of objection by Hospital.

5.2 Third-Party Payor Arrangements. Group and Hospital understand that participation and cooperation by Hospital and Group with managed care and third-party payers is essential for the award of contracts, as well as to reduce conflicts for patients when they choose a provider at the time of enrollment. Therefore, Hospital and Group agree to the following:

(a) Group shall cooperate in all reasonable respects necessary to facilitate Hospital’s entry into or maintenance of any third-party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) Group shall enter into and maintain at all times during the term of this Agreement such managed care contracting arrangements as are necessary and appropriate for the provision of Professional Services to enrollees covered by any third-party payor or intermediate organization (including, but not limited to, any physician organization, independent practice association or medical foundation) (each, a “***Managed Care Organization***”) designated by Hospital; provided that no provision of this Agreement shall require Group to accept reimbursement rates from a Managed Care Organization other than rates that are equal to the reasonable prevailing discount of hospitalists within the geographic area of Hospital.

(c) Group shall commercially reasonable efforts to, not more than sixty (60) days following Hospital’s request:

(i) Enroll as a provider, or enroll individual Group Physicians as providers (if required by the Managed Care Organization), separate from Hospital, with Managed Care Organizations designated by Hospital for the provision of Professional Services to enrollees, beneficiaries or patients covered by any such Managed Care Organization;

(ii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to enrollees, beneficiaries or patients covered by any such Managed Care Organization; and/or

(iii) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to enrollees, beneficiaries or patients covered by any such Managed Care Organization.

(d) In the event Group fails to enter into a contract or arrangement with any Managed Care Organization designated by Hospital and Group or Hospital experience patient complaints as a result of Group's non-contracted status with a Managed Care Organization, Group or Hospital will provide written notice to the other Party of any such complaint or complaints. Upon receipt of written notice, the Parties agree to meet and confer with the objective of eliminating the cause of past, current, and future patient complaints related to Group's non-contracted status with Managed Care Organizations. In the event that the cause(s) of such patient complaints related to Group's non-contracted status is not resolved to Hospital's satisfaction within sixty (60) days after such written notice, Hospital may terminate this agreement upon ninety (90) days written notice.

ARTICLE VI.

BILLING FOR PROFESSIONAL SERVICES

6.1 Compensation for Professional Services Staffing and Call Coverage Services.

(a) **Monthly Report.** Group shall, not more than ten (10) days following the end of each month of the term of this Agreement, submit to Hospital a written monthly report in such form as designated by Hospital from time to time, detailing to Hospital's satisfaction the date, time, number of hours and description of the Professional Services Staffing and Call Coverage Services performed during the immediately preceding month. In addition to the monthly report, Group shall, not more than thirty (30) days following the end of the each month of the term of this Agreement, provide a billing report from the billing service reflecting the daily billable encounters to demonstrate the actual number of patients managed per day by Group Physicians.

(b) **Compensation.** Hospital shall pay Group for the Professional Services Staffing and Call Coverage Services as set forth in Exhibit 1.3. Payment shall be made not more than thirty (30) days after Hospital receives a monthly report in accordance with Section 6.1(a); provided, however that if Hospital does not receive a monthly report within sixty (60) days of the end of the month during which the Professional Services Staffing and Call Coverage Services were performed, Hospital shall not be obligated to pay Group for Professional Services Staffing and Call Coverage Services performed during that month.

6.2 Compensation for Director Services.

(a) **Monthly Report.** Group shall, not more than ten (10) days following the end of each month of the term of this Agreement, submit to Hospital a monthly report in the form attached as

Exhibit 6.2(a), detailing to Hospital's satisfaction the date, time, number of hours and description of the Director Services performed by the Medical Director during the immediately preceding month.

(b) **Compensation.** Hospital shall pay Group for the Director Services at the rate set forth in Exhibit 1.3. Payment shall be made not more than thirty (30) days after Hospital receives a monthly report in accordance with Section 5.3(a) above; provided, however, that if Hospital does not receive a monthly report within sixty (60) days of the end of the calendar month during which the Director Services were performed, Hospital shall not be obligated to pay Group for Director Services performed during that month. Group shall be solely responsible for compensating the Medical Director.

6.3 Performance Incentive Payment. Group may qualify to earn compensation up to the amount set forth in Exhibit 1.3, subject to Group Physicians meeting the Quality Core Metrics at the levels as set forth on Exhibit 6.3 and Exhibit 6.3.A (the "***Quality Incentive Compensation***"). The amount of the Quality Incentive Compensation payable for a particular fiscal year will be based on the measurement of performance of the Group over the entire fiscal year. Quality Incentive Compensation payable for a completed year will be paid by Hospital within ninety (90) days of the end of such fiscal year.

6.4 Expense Reimbursement.

(a) **Reasonable Expenses.** Hospital shall reimburse Group for reasonable and necessary business expenses incurred by the Medical Director in connection with the performance of the Director Services; provided that (i) Group or the Medical Director has obtained prior written approval of Hospital to incur such expenses, (ii) the expenses are directly related to the performance of the Director Services, (iii) the expenses meet the requirements for reimbursement under the Hospital Rules, and (iv) Group or the Medical Director submits receipts to Hospital within sixty (60) days of incurring the expenses.

(b) **Program Attendance.** Hospital shall reimburse or pay for the reasonable costs of the Medical Director's attendance at one or more leadership, administrative, performance improvement and/or quality programs for the benefit of Hospital or Dignity Health and/or quality programs, including tuition, travel, room and board; provided that (i) Hospital has requested that the Medical Director attend such program or Group or the Medical Director has obtained prior written approval of Hospital to attend such programs, (ii) the expenses are approved in advance by Hospital, (iii) such programs and expenses meet the requirements for reimbursement or payment under applicable Hospital Rules, and (iv) Group or the Medical Director submits receipts to Hospital within sixty (60) days of attending any such programs.

6.5 Right to Offset. Hospital may, in its sole discretion, at any time and from time to time, set off and withhold from any amounts otherwise payable to Group pursuant to this Agreement any amount or amounts necessary to satisfy all of any portion of any outstanding obligations or liabilities of Group to Hospital under this Agreement or any other contract, lease or other agreement between Group and Hospital or any of its Affiliates.

6.6 IRS Form W-9. Group shall, concurrently with the execution of this Agreement, complete, execute and deliver to Hospital a copy of IRS Form W-9 which identifies Group's taxpayer identification number.

ARTICLE VII.
TERM, TERMINATION AND REMOVAL OF GROUP PHYSICIANS

7.1 Term. This Agreement shall commence on the Effective Date and shall continue until the Expiration Date, unless earlier terminated pursuant to this Article VI.

7.2 Termination by Hospital. Upon the occurrence of any one or more of the following events, Hospital may terminate this Agreement by giving written notice of termination to Group, which termination shall be effective as of the date set forth in the Hospital's written notice of termination to Group or, if no date is set forth in the notice, the date the notice is delivered to Group:

- (a) Group breaches any representation or warranty in this Agreement;
- (b) Group violates, or causes any other person or entity to violate, the Standards of Conduct, Hospital's corporate integrity program, or any corporate integrity agreement applicable to Hospital or Group;
- (c) Group or any Group Physician performs a prohibited procedure set forth on Exhibit 2.10(a) or otherwise identified in writing by Dignity Health;
- (d) Group or any Group Physician impedes, impairs or interferes with (or causes any other person to impede, impair or interfere with) a process or practice set forth on Exhibit 2.10(b) or otherwise identified in writing by Dignity Health;
- (e) Group: (i) utilizes a physician who has not been approved by Hospital to furnish Services under this Agreement; or (ii) fails to remove a Group Physician from furnishing Services in accordance with this Agreement;
- (f) The performance of Group's obligations pursuant to this Agreement, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital;
- (g) Group makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or other similar law of any jurisdiction;
- (h) Group fails to maintain Continuous Coverage in accordance with Section 4.3 of this Agreement;
- (i) Group fails to designate a replacement Medical Director as and when required in accordance with this Agreement;
- (j) Group is charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the Services, the provision of professional services, or Group's or any Group Physician's practice of medicine;
- (k) Group or any Group Physician or Group Agent is excluded or suspended from participation in any Federal Health Care Program; or

(l) Group fails to provide or is reasonably anticipated to be unable to provide staffing and/or coverage of the Hospital in accordance with this Agreement.

7.3 Termination by Either Party. Upon either Party taking any action, or refusing to take action, which impairs or impedes the ability of the other Party to uphold its values and mission, as described in Section 4.16 (Ethical Principles) of this Agreement, the other Party may terminate this Agreement by giving written notice of termination to the violating Party, which termination shall be effective as of the date set forth in the written notice of termination or, if no date is set forth in the notice, the date the notice is delivered.

7.4 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than twenty (20) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

7.5 Termination Without Cause. Each Party may terminate this Agreement without cause, expense or penalty, effective ninety (90) days after written notice of termination is given to the other Party.

7.6 Termination or Modification in the Event of Government Action.

(a) In the event of any Government Action, the Parties shall, within ten (10) days after one Party gives written notification of such Government Action to the other Party, meet and confer and negotiate in good faith to attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, after good faith negotiations that shall not exceed thirty (30) days, are unable to mutually agree upon the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, either Party may terminate this Agreement effective ten (10) days after a written notice of termination is given to the other Party.

(c) For the purposes of this Section, “**Government Action**” shall mean any Law passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to either Party, as a result or consequence, in whole or in part, of the arrangement between the Parties set forth in this Agreement, if or when implemented, could reasonably be expected to result in or present a material risk of any one or more of the following: (i) revocation or threat of revocation of the status of any license, certification or accreditation granted to Hospital or any Affiliate; (ii) revocation or threat of revocation of the federal, state or local tax-exempt status of Hospital, or any Affiliate, or their respective tax-exempt financial obligations; (iii) prohibit or restrict the ability of Hospital or any Affiliate to issue tax-exempt bonds, certificates of participation or other tax-exempt financial obligations; (iv) violation of or threat of prosecution under 42 U.S.C. Section 1320a-7b(b) (commonly referred to as the Anti-Kickback Law), 42 U.S.C. Section 1395nn (commonly referred to as the Stark Law) or any comparable state law governing kickbacks, bribes, rebates or patient referrals if either Group or any Group Physician referred patients to Hospital or any Affiliate; (v) violation by Hospital of, or threat of prosecution of Hospital under, any law, regulation, rule or procedure applicable to Hospital; (vi) prohibit Group, Hospital or any Affiliate from

submitting claims or materially reducing the reimbursement received by Hospital or any Affiliate for services provided to patients referred by Group or any Group Physician; (vii) subject Hospital, Group, any Group Physician, any Affiliate, or any of their respective officers, directors, employees or agents, to civil action or criminal prosecution by any governmental authority or other person or entity or the imposition of any sanction (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their approval of or participation in this Agreement or performing their respective obligations under this Agreement; or (viii) revocation or loss of Hospital's status as a provider of Medical services under the Selective Provider Contracting Program established pursuant to Section 14081 et seq. of the California Welfare & Institutions Code as a result in whole or in part, of the exclusive rights granted to Group under this Agreement.

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

7.7 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations that expressly survive termination or expiration of this Agreement; and (iii) Group's obligation to continue to provide services to patients under its care in the Hospital at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or is transferred to the care of another physician(s);

(b) Upon Hospital's request, Group and the Group Physicians and Group Agents shall immediately vacate Hospital premises, removing any and all of their personal property, and Hospital may remove and store, at Group's expense, any personal property that they have not so removed;

(c) Group and the Group Physicians and Group Agents shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, in their possession or under their control; and

(d) Group and the Group Physicians and Group Agents shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of some or all of the Services, or interferes in any way with any relationship between Hospital and any other person or entity who may be engaged to provide some or all of the Services to Hospital, and shall not initiate legal action or take any other action to challenge the right of Hospital to enter into an exclusive professional services agreement with another physician or group.

7.8 Effect of Termination or Expiration on Medical Staff Status. The expiration or termination of this Agreement shall not have any effect upon the Medical Staff membership or clinical privileges of any Group Physician.

7.9 Immediate Removal of Group Physicians. Group shall immediately remove any Group Physician, including Medical Director, from furnishing any Services under this Agreement who:

(a) Has his or her Medical Staff membership or clinical privileges at Hospital terminated, suspended, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(b) Has his or her license to practice medicine in the State, board certification or DEA registration denied, suspended, restricted, terminated, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Is convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of professional services or the practice of medicine;

(d) Is excluded or suspended from participation in any Federal Health Care Program;

(e) Fails to be covered by the professional liability insurance required to be maintained under this Agreement; or

(f) Performs a prohibited procedure set forth on Exhibit 2.10(a) or otherwise identified in writing by Dignity Health.

7.10 Removal of Group Physicians Upon Hospital Request. Upon written request by Hospital, Group shall immediately remove any Group Physician, including Medical Director, from furnishing any Services under this Agreement who:

(a) Has his or her Medical Staff membership or clinical privileges at Hospital restricted for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(b) Has his or her Medical Staff membership or any clinical privileges at any health care facility (other than Hospital) terminated, suspended, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Violates, or causes any other person or entity to violate, the Directives, the Standards of Conduct, Hospital's corporate integrity program, or any corporate integrity agreement applicable to Hospital or Group;

(d) Engages in conduct that, in Hospital's good faith determination, jeopardizes the mental or physical health, safety or well-being of any person or damages the reputation of Hospital;

(e) Fails to satisfy one or more of the professional standards and qualifications set forth in Article III of this Agreement;

(f) Is charged with a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of professional services or the practice of medicine;

(g) Fails to comply with any other material terms or conditions of this Agreement after being given written notice of that failure and a reasonable opportunity to comply;

(h) Is unable or reasonably expected to be unable to provide daytime Professional Services for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period; provided, however, that a Group Physician shall not be deemed to be unable for this purpose solely on the basis of not having been scheduled;

(i) Is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(j) Is the subject of two (2) or more medical malpractice judgments or settlements within any twelve (12) month period; or

(k) Impedes, impairs or interferes with, or causes any other person to impede, impair or interfere with, a process or practice set forth on Exhibit 2.10(b) or otherwise identified in writing by Dignity Health.

7.11 Effect of Removal of a Group Physician.

(a) The removal of any Group Physician from furnishing services under this Agreement shall not have any effect upon the Medical Staff membership or clinical privileges of such Group Physician.

(b) Upon the removal of a Group Physician from furnishing services under this Agreement, such Group Physician shall not be entitled to any “fair hearing” or any other similar hearing or appellate review under any provision of the Medical Staff Bylaws.

(c) Upon the removal of a Group Physician from furnishing services under this Agreement, Group shall obtain, at its cost and expense, a substitute for the removed Group Physician or demonstrate to Hospital’s satisfaction Group’s ability to continuously perform the Services without a substitute. Failure to do so shall constitute a material breach of this Agreement. Nothing herein shall limit Hospital’s rights under Section 6.2 or any other provision of this Agreement.

(d) A Group Physician that has been removed from furnishing services under this Agreement may be reinstated as a Group Physician eligible to provide Professional Services in the Hospital only upon the prior written approval by Hospital, which approval may be given, withheld or conditioned by Hospital in its sole and absolute discretion. In the event Hospital withholds approval with respect to any such Group Physician, such Group Physician shall not be entitled to any “fair hearing” or any other hearing or appellate review under any provision of the Medical Staff Bylaws.

ARTICLE VIII. **GENERAL PROVISIONS**

8.1 Amendment. This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties, and explicitly indicate that such writing modifies or amends this Agreement.

8.2 Assignment. This Agreement is entered into by Hospital in reliance on the professional and administrative skills of Group and Group Physicians. Group shall be solely responsible for providing the Services and otherwise fulfilling the terms of this Agreement through the services of the Group Physicians, except as specifically set forth in this Agreement. Group may not assign any of its rights, interests, duties, or obligations under this Agreement without Hospital’s prior written consent, which consent may be given, conditioned or withheld in Hospital’s sole discretion. Any attempted or purported assignment by Group in violation of this Section shall be void. Hospital may, in its sole discretion, assign any or all of its rights, interests, duties, or obligations hereunder to any person or entity without the prior written consent of Group. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective heirs, successors, assigns and representatives.

8.3 Confidential Information.

(a) ***“Confidential Information”*** means this Agreement and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate, whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information is confidential, including any and all know-how, processes, trade secrets, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient’s individually identifiable health information (as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder (***“HIPAA”***)), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital’s or any Affiliate’s possession.

(b) Confidential Information shall be and remain the sole property of Hospital. Group shall not, and shall ensure that Group Physicians and Group Agents do not, use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity without the prior written consent of Hospital. Group shall cause each Group Physician and Group Agent to protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Group protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

(c) Group and each Group Physician and Group Agent shall return to Hospital all Confidential Information and all copies thereof in Group’s or such Group Physician’s or Group Agent’s possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Neither Group nor any Group Physician or Group Agent shall copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section 8.3 shall survive the expiration or termination of this Agreement.

8.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8.5 Disclosure of Agreement. The Parties shall not disclose any of the provisions of this Agreement to any person or entity, other than their respective attorneys or accountants, without the prior written consent of the other Party, unless and only to the extent such disclosure is required by law, subpoena or legal process. Hospital and Group may disclose the provisions of this Agreement to any person or entity without the prior written consent of the other Party to the extent such disclosure is requested or required by (a) the Party’s respective contracts existing as of the date of this Agreement; or (b) fiscal intermediaries, public agencies or commissions with governmental powers and duties related to disclosure of information that have the right to compel disclosure of such information. Hospital may also disclose the provisions of this Agreement to any person or entity without the prior written consent of the other Party to the extent such disclosure is requested or required by (a) Hospital’s representatives or others in connection with any tax-exempt bond or other financing transactions of Hospital or any Affiliates; or (b) Hospital’s corporate integrity program.

8.6 Disclosure of Interests. Group shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or

arrangement of Group or any Group Physician, or any Group Physician's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. Without limiting the generality of the foregoing, Group shall, promptly upon request by Hospital (but in no event later than five (5) business days after request by Hospital), provide to Hospital the name and NPIN number of each physician-shareholder or physician-partner of Group, as applicable, and each physician (or any immediate family member of any physician) receiving compensation from Group, along with such other information as may be necessary or appropriate to enable Hospital to respond in a timely manner to any information disclosure request by any governmental agency. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on either Group or any Group Physician under any governmental program or create an assumption of such disclosure obligations by Hospital. Group and each Group Physician shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

8.7 Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a "***Dispute***"), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "***Dispute Notice***"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the "***Meet and Confer***"). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws, including California Evidence Code Section 1152.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. ("***JAMS***") in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the "***Arbitration Notice***"). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired judge who is a member of the JAMS panel of arbitrators covering the County in which the Hospital is located (the "***JAMS Panel***"). The Parties shall use their good faith effort to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator

from the JAMS Panel, and such arbitrators shall select a single impartial retired judge from the JAMS Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 8.7(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorney's fees and costs; provided, however, that the arbitrator shall require the claiming Party to pay the costs and expenses of the other Party, including attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel) and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or causes of action brought by the Party submitting the Arbitration Notice were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section 8.7 and Sections 4.13 (Intellectual Property), 8.3 (Confidential Information), 8.5 (Disclosure of Agreement), 8.13 (HIPAA) and 8.16 (Medicare Books, Documents and Records) of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance, or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section 8.7, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section 8.7 and Sections 4.13 (Intellectual Property), 8.3 (Confidential Information), 8.5 (Disclosure of Agreement), 8.13 (HIPAA) and 8.16 (Medicare Books, Documents and Records) of this Agreement. Group hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the

State, and consents to the service of process in any such action or proceedings, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such proceeding or action, including attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel) and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(c) **Survival.** This Section 8.7 shall survive the expiration or termination of this Agreement.

8.8 Entire Agreement. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions among the Parties with respect to such subject matter. Each Party represents that this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement, and has been represented by legal counsel of such Party's own choice or has elected not to be represented by legal counsel.

8.9 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

8.10 Force Majeure. No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

8.11 Governing Law. This Agreement shall be interpreted and enforced in accordance with the internal laws, and not the law of conflicts, of the State.

8.12 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

8.13 HIPAA. Group acknowledges that it is a separate "***Covered Entity***" as such term is defined under HIPAA. As a Covered Entity separate from Hospital, Group shall implement all necessary policies, procedures, and training to comply with HIPAA and other Laws pertaining to the use, maintenance, and disclosure of patient-related information. If requested by Hospital during the term of this Agreement, Group shall cause each Group Physician to participate in an Organized Health Care Arrangement ("***OHCA***"), as such term is defined under HIPAA, and to comply with Hospital's OHCA-related policies, procedures, and notice of privacy practices.

8.14 Litigation Consultation. Neither Group nor any Group Physician shall accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any

Affiliate named, or expected to be named as a defendant. Neither Group nor any Group Physician shall accept similar consulting assignments if the defendants or anticipated defendants include a member of the Medical Staff, and the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which any Group Physician or any physician, shareholder, or employee of Group served as a treating physician.

8.15 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified, “days” shall be considered “calendar days” and “months” shall be considered “calendar months” in this Agreement and its exhibits and attachments.

8.16 Medicare Books, Documents and Records. To the extent required by applicable Law, Group shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Group’s books, documents and records. Group shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of this Agreement. If Group is requested to disclose books, documents or records pursuant to this Section for any purpose, Group shall notify Hospital of the nature and scope of such request, and Group shall make available, upon written request of Hospital, all such books, documents or records. If Group carries out any of the duties of this Agreement through a subcontract with a related organization (“**Subcontractor**”), with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the Hospital, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and Subcontractor’s books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

8.17 No Conflicting Obligations. Group represents and warrants that neither Group nor any Group Physician is a party to any agreement or involved in any business arrangement that will or may materially interfere with the performance of the Services or Group’s obligations under this Agreement. Group shall immediately inform Hospital of any agreement or business arrangement that may materially interfere with performance of the Services or Group’s obligations under this Agreement.

8.18 No Third Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

8.19 Non-Discrimination. Group shall not, and shall ensure that Group Physicians do not, differentiate or discriminate in the provision of medical services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable Law or Hospital Rules, including, without limitation, the Age Discrimination Act of 1975, the Americans with Disabilities Act and all regulations issued pursuant thereto and as may be amended from time to time. Group, each Group Physician, and Hospital shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and all regulations issued pursuant thereto and as may be amended from time to time.

8.20 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and shall be delivered to the Party to whom notice is to be given either (a) by personal delivery (in which case such notice shall be deemed given on the date of delivery), (b) by next business

day courier service (e.g., Federal Express, UPS or other similar service) (in which case such notice shall be deemed given on the business day following date of deposit with the courier service), or (c) by United States mail, first class, postage prepaid, registered or certified, return receipt requested (in which case such notice shall be deemed given on the third (3rd) day following the date of deposit with the United States Postal Service). Notice shall be delivered or sent to the Party's address indicated in Article I, or such other address as provided by a Party, from time to time, pursuant to this Section.

8.21 Severability. Subject to Section 7.5, if any provision of this Agreement, in whole or in part, or the application of any provision, in whole or in part, is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, such provision, or part of such provision, shall be severed from this Agreement. The illegality, invalidity or unenforceability of any provision, or part of any provision, of this Agreement shall have no effect on the remainder of this Agreement, which shall continue in full force and effect. Section 7.5 shall control the effect of the illegality, invalidity or unenforceability of any provision as and to the extent such provision or its application is subject to the terms and conditions thereof.

8.22 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

8.23 Master List. The Parties acknowledge that this Agreement, together with any other contracts between Hospital and Group, will be included on the master list of physician contracts maintained by Dignity Health.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

SIGNATURE PAGE

HOSPITAL

(Signature)

By: John Allen

Its: President

GROUP

(Signature)

By: _____

Its: _____

Exhibit 1.3

COMPENSATION

1. Professional Services Staffing and Call Coverage Services

a.

[REDACTED]

b.

[REDACTED]

c.

[REDACTED]

2. Director Services

a.

[REDACTED]

b. Hours.

- i. Minimum: 4 hours per week.
- ii. Maximum: 10 hours per week.

c.

[REDACTED]

3. Risk Management Services/Employee Health Services

a.

[REDACTED]

4. Quality Incentive Compensation:

a.

[REDACTED]

5.

[REDACTED]

Exhibit 2.2

PROFESSIONAL SERVICES

Group, through Group Physicians, shall provide the following Professional Services at Hospital:

1. Serve as the patient's attending physician for the duration of the patient's inpatient stay.
2. Make daily rounds and enter (dictate or type) appropriate patient progress notes.
3. Enter an admitting note with complete history and physical within twenty-four (24) hours of a patient's admission.
4. Enter procedure notes and discharge summaries within twenty-four (24) hours of the occurrence of a procedure or discharge.
5. Coordinate and provide on-going management of relationships between and among Group Physicians, the Emergency Department, Hospital's staff, primary care physicians, specialists, health plans, patients, and family members, as appropriate.
6. Participate in timely family meetings.
7. Establish proper resuscitation end points and/or implementation of advance directives.
8. Perform procedures and/or coordinate the performance of procedures by appropriate consultants.
9. Respond within ten (10) minutes when called or paged.
10. Immediately respond to a clinical crisis if in-house and within thirty (30) minutes of notification if off-site.
11. Attempt to communicate with primary care physicians regarding follow-up needs on day of discharge and transmit discharge summary to primary care physicians within two (2) business days of discharge.
12. Provide admitting and/or co-management attending services at the request of the surgical attending physician and provide medical consultation services at the request of non-medicine attending physicians.
13. Participate in all care coordination meetings for patient care planning.
14. Notify patient's primary physician, if applicable, of patient admission.
15. Sign/co-sign admission orders within twenty-four (24) hours of admission.
16. Participate in all RRT and Code Blues for all patients at Hospital.

Exhibit 2.2(a)

STAFFING LEVELS AND PATTERNS

1. On-Site Staffing

(a) Definitions:

(i) A “**Day Shift**” is any ten (10) hour shift performed by a Group Physician where the Group Physician is physically present **and** available at **Hospital** to provide Professional Services from 7:00 a.m. to 5:00 p.m. The Group Physician must be onsite at Hospital during the entire shift.

(ii) A “**Night Shift**” is any nine (9) hour shift performed by a Group Physician where the Group Physician is physically present and available at Hospital to provide Professional Services from 11:00 p.m. to 8:00 a.m. The Group Physician must be onsite at Hospital during the entire shift.

(iii) An “**Evening Shift**” is any nine (9) hour shift performed by a Group Physician where the Group Physician is physically present and available at Hospital to provide Professional Services from 3:00 p.m. to 12:00 a.m. The Group Physician must be onsite at Hospital during the entire shift.

(b) Staffing Schedule:

(i) 3 Group Physicians shall be physically present and on-site during each Day Shift.

(ii) 1 Group Physician shall be physically present and on-site during each Night Shift.

(iii) 1 Group Physician shall be physically present and on-site during each Evening Shift.

2. On Call Coverage

(a) Group shall, in addition to the staffing as set forth above, provide one or more Group Physicians to be available to provide Professional Services for Hospitalist Patients on an on-call basis, twenty-four (24) hours per day, seven (7) days per week, including all holidays, in the event of an emergency or an unanticipated increase in patient volume, with a maximum on-site response time in accordance with the Hospital Rules (as defined below).

(b) Group shall ensure that any Group Physician scheduled to provide on-call coverage services is not simultaneously on-call to any other hospital or health care facility, except as otherwise approved in writing by Hospital from time to time.

3. Additional Staffing. Group shall provide one or more qualified Group Physicians to be available at reasonable times for telephonic consultation with individual members of the Medical Staff (and physicians consulting with such Medical Staff members), committees of the Medical Staff, and nursing and administrative employees of Hospital, regarding the Services.

Exhibit 2.3

DIRECTOR SERVICES

Group, through each Medical Director or his or her designee, shall:

1. Provide medical direction for the day-to-day operations of the Hospitalist Program;
2. Advise and assist Hospital in implementing Hospital's policies and procedures regarding the Hospitalist Program;
3. Advise and assist Hospital in ensuring physician coverage of the Hospitalist Program;
4. Advise and assist Hospital in scheduling, coordinating and supervising the provision of medical and ancillary services for the Hospitalist Program;
5. Be responsible to Hospital's administration for the professional services and medical management of the Hospitalist Program and participate in management development programs;
6. Advise and assist Hospital in the development and implementation of an appropriate quality assessment and improvement program with respect to the Hospitalist Program and participate in such program;
7. Participate in such Hospital and Medical Staff committees as Hospital or Medical Staff may request;
8. Work with Hospital's administration in the timely planning of activities, including the annual development of Hospitalist Program objectives, operations budget and a capital equipment budget, and provide Hospital with ongoing appraisals of the strengths, weaknesses and overall quality of the Hospitalist Program;
9. Fully cooperate with those Hospital personnel charged with general administrative responsibilities for operation of the Hospitalist Program;
10. Advise and assist in the organization and implementation of an effective utilization review program for the Hospitalist Program and perform utilization review services;
11. Develop and review on-going training and continuing education programs for the Medical Staff, the nursing staff and other support personnel;
12. Advise and assist Hospital in ensuring that the Hospitalist Program is operated in accordance with all requirements of the Joint Commission, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state, or local agency;
13. Recommend to appropriate committees of the Medical Staff and/or Hospital's administration new or revised policies as needed;
14. Participate in developing and presenting programs pertinent to the Hospitalist Program for the community and as needed for Hospital/community relations;
15. Assist in the design and development of patient information forms, medical record forms, and consent forms for use within the Hospitalist Program;

16. Engage in and cooperate in the furtherance of teaching, research, and educational activities of Hospital;
17. Advise and assist Hospital in ensuring the proper and efficient use of equipment and materials, and make recommendations as to appropriate repair or replacement;
18. Be responsible for keeping abreast of equipment developments and make recommendations with respect to procurement of new equipment;
19. Participate in developing and presenting grant proposals related to the Hospitalist Program as reasonably requested by Hospital from time to time;
20. Participate in such philanthropic and charitable fundraising activities and events related to the Hospitalist Program as reasonably requested by Hospital from time to time;
21. Assist in the recruitment efforts of physicians for the Hospitalist Program and/or Hospital;
22. Timely share with Group Physicians practitioner-specific data as provided by Hospital.
23. Perform such other reasonable duties as may be assigned from time to time by Hospital's Administration.
24. Coordinate with Internal Medicine Residency Program leadership to assure Group Physicians meet the education needs of the program for residents rotating on Professional Services.

Exhibit 2.4

ADMINISTRATIVE SERVICES

Group, through Group Physicians, shall:

1. Assist Hospital in achieving effective patient flow, including participation in bed huddles, conferring and participating in patient discharge planning, work on systems improvement projects with ED, IT, Ancillary etc.
2. Assist Hospital in achieving Quality Improvement objectives, Case Management goals, i.e. ALOS, IOI, Clinical Documentation and Risk Management objectives.
3. Participate on Hospital's Medical Staff committees as assigned or requested and actively seek leadership roles on such committees when appropriate.
4. Participate in the orientation of Hospital's employees and Medical Staffs to Hospitalist Program and Professional Services.
5. Assist Hospital with the preparation and duration of inspections and on-site surveys of the Hospital or Hospitalist Program conducted by government agencies, accrediting organizations, or payors contracting with the Hospital.
6. Participate with Hospital in the development and implementation of practice guidelines, clinical care plans and other process related practice standards or policies.
7. Provide on-going assessment of the clinical documentation in the medical record of patients in the Hospitalist Program. Provide feedback to Hospital on opportunities for improvement and positively respond to such feedback to ensure effective coding for physician and Professional Services.
8. Actively participate in internal and external peer reviews. Seek to bring opportunities for improvement to the attention of the Group and Group Physicians. Identify best practices to be shared or disseminated among Group Physicians and when possible to the Medical Staff.
9. Monitor Group Physicians' compliance with all policies and procedures governing Hospital operations and practices of the Medical Staffs.
10. Provide managerial oversight of Group Physicians through the on-site Medical Director.
11. Schedule monthly operations meetings with Hospital's administration, Quality and Case Management and representatives from the Medical Staff. Group shall be responsible for the coordination, documentation and dissemination of minutes documenting the discussion at each meeting. Group shall be responsible for the timely corrective action by Group Physicians to issues and concerns presented in these operations meeting.
12. Participate with the Hospital in assessing patient and professional users (Medical Staff, Nursing, etc.) satisfaction with the Hospitalist Program.
13. Provide timely and accurate documentation of Groups Physicians' performance on all Performance Incentive Payment Metrics and Hospitalist Program performance standards.

14. Be responsible for recruitment and retention of all Group Physicians.
15. Provide, not less than annually, Hospital administration with a summary report of performance by Group Physicians and an annual budget (actual vs. projected) for the Hospitalist Program for use in Hospital's annual review of the Hospitalist Program.

Exhibit 2.6(a)

GROUP PHYSICIANS

[illegible]

Group Physician	NPIN Number
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Exhibit 2.6(f)

LETTER OF ACKNOWLEDGEMENT

██████████
St. Mary's Medical Center
450 Stanyan Street
San Francisco, CA 94117

Ladies and Gentlemen:

I acknowledge that St. Mary's Medical Center ("**Hospital**") and the University of California San Francisco ("**Group**") have entered into a Professional Services Agreement ("**Agreement**") under which Group shall perform specified Services (as defined in the Agreement), and that I have been engaged by Group to provide Professional Services, as a "**Group Physician**" (as defined in the Agreement). In consideration of Hospital's approval of me as a Group Physician eligible to furnish Professional Services, I expressly:

1. Acknowledge that I have read the Agreement, and agree to abide by and comply with all of the requirements of the Agreement applicable to Group Physicians;
2. Acknowledge that I have read the Standards of Conduct and Ethical and Religious Directives for Catholic Health Facilities, and agree to abide by and comply with the Standards of Conduct and Ethical and Religious Directives for Catholic Health Facilities as they relate to my business relationship with Hospital or any Affiliates, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind;
3. Acknowledge that I have no employment, independent contractor or other contractual relationship with Hospital, that my right to practice at Hospital as a Group Physician is derived solely through my employment or contractual relationship with Group;
4. Acknowledge that I may be immediately removed from furnishing Professional Services in the Hospitalist Program under those circumstances described in Section 6.8 and Section 6.9 of the Agreement;
5. Acknowledge that upon the expiration or termination of the Agreement for any reason the termination of my employment or other affiliation with Group for any reason, or, my removal from furnishing Professional Services in the Hospital pursuant to Section 6.8 or 6.9 of the Agreement, my right to continue to provide Professional Services in the Hospital, my clinical privileges to provide Professional Services in the Hospital and my Medical Staff membership if such clinical privileges are the only privileges I hold, will each immediately be relinquished, without any action on the part of Hospital and/or the Medical Staff;
6. Acknowledge that, with regard to all of the foregoing, I will not be entitled to any "fair hearing" or any other hearing or appellate review under any provision of the Medical Staff Bylaws, and hereby waive any right to demand or otherwise initiate any such hearing or appellate review under any provision of the Medical Staff Bylaws; and
7. Acknowledge that if I am additionally engaged as Medical Director, my status as Medical Director is subject to automatic termination upon termination or expiration of the Agreement.

Sincerely,

[Name of Group Physician]

Exhibit 2.10(a)

PROHIBITED PROCEDURES

Group shall not perform and shall cause each Group Physician not to perform the following procedures in connection with the provision of Professional Services at Hospital:

1. Direct abortion (even in the case of extrauterine pregnancy);
2. Heterologous fertilization;
3. Homologous artificial fertilization;
4. Participation in contracts or arrangements of surrogate motherhood;
5. Physician-assisted suicide or aid-in-dying;
6. Promotion of contraceptive practices;
7. Direct sterilization of any individual, whether temporary or permanent, unless approved in advance and in writing by Dignity Health and/or Hospital, consistent with Hospital policy;
8. Treatments for a sexual assault victim that have as their purpose or direct effect the removal, destruction or interference with implantation of a fertilized ovum (although prevention of ovulation, sperm capacitation or fertilization is permitted in the absence of evidence that conception has occurred); and
9. Use of human tissue obtained by direction abortions (including for research and/or therapeutic purposes).

Exhibit 2.10(b)

NON-INTERFERENCE OF PROCESSES/PRACTICES

Group shall not impede, impair or interfere with, and shall cause each Group Physician not to impede, impair or interfere with the following processes and practices in connection with the provision of Professional Services at Hospital:

1. The provision of pastoral care to patients at Hospital;
2. The use of a discernment process for significant, values-based decisions within Hospital;
3. Assessment of a patient's advance directive to determine whether it instructs Hospital or other providers to perform Prohibited Procedures or otherwise refrain from compliance with Hospital policy;
4. Taking into account the well-being of the whole person in making decisions about any therapeutic intervention or use of technology; and
5. Providing all patients with food and water, even for patients in a persistent vegetative state who can reasonably be expected to live indefinitely with such care, unless such interventions would cause significant physical discomfort.

Exhibit 3.7

ENGAGEMENT STANDARDS

In addition to the requirements and standards set forth in the Agreement, Group and Group Physicians shall meet the following minimum standards in performing the Services under this Agreement:

1. Group and Group Physicians shall meet patient satisfaction goals as may be established by Hospital from time to time. If the overall satisfaction rating for Group or any Group Physician is below the applicable goals, Group shall immediately develop and institute a plan of correction to increase patient satisfaction.
2. Group and Group Physicians shall meet satisfaction goals as may be established by Hospital from time to time regarding the satisfaction of professional users of the Hospital (other members of the Medical Staff, etc.) with the services furnished by the Hospitalist Program. If the overall satisfaction rating for Group or any Group Physician is below the applicable goals, Group shall immediately develop and institute a plan of correction to increase patient satisfaction.
3. Each Group Physician shall cooperate positively with Hospital in the accomplishment of Hospital's goals, share information with Hospital appropriately and in a timely manner, and not engage in a pattern of repeated lack of cooperation or negative interpersonal relations.
4. As and to the extent requested, each Group Physician shall, without compensation, serve on, participate in and cooperate fully with any and all credentialing, quality assurance, peer review and utilization review procedures, programs and committees applicable to the performance of Professional Services.
5. Each Group Physician shall cooperate positively with Hospital in the accomplishment of Hospital's goals, share information with Hospital and Medical Staff appropriately and in a timely manner, and not engage in a pattern of repeated lack of cooperation or negative interpersonal relations. Specifically, Group and each Group Physician shall use best efforts to meet the following performance standards:
 - Respond to Emergency Department by phone, electronic media or in person within 15 minutes.
 - Place/enter holding orders and/or admission orders within 30 minutes of consultation.
 - Enter procedure and discharge summaries within 24 hours of procedure or discharge.
 - Provide primary care physicians with discharge summaries for their patients within 48 hours of patient discharge.
6. As and to the extent requested, each Group Physician shall serve on, participate in and cooperate fully with any and all credentialing, quality assurance, peer review and utilization review procedures, programs and committees applicable to the performance of Professional Services.
7. Each Group Physician shall meet Medical Staff requirements for order entry and medical records as follows:
 - Authentication of telephone orders within 48 hours of entry into the electronic health record;

- Completion of medical records within 48 hours of patient discharge.

In addition to the performance standards set forth above, the following additional standards shall apply to the Internal Medicine Residency:

1. Each Group Physician assigned to a teaching team (to be comprised of one resident, two interns and one Group Physician) (each, a “**Hospitalist Teaching Team**”) will work with such Hospitalist Teaching Team for at least one (1) week at a time, to facilitate mid-rotation feedback and end of rotation evaluations.
2. Group Physicians will provide feedback directly to residents assigned to the Hospitalist Teaching Team and shall also complete end-of-rotation electronic evaluation forms in a timely fashion.
3. Each Group Physician assigned to a night Hospital Teaching Team (each, a “**Nocturnalist**”) shall actively participate in overnight admissions, provide case-based teaching to the interns and residents on such night Hospital Teaching Team, and shall personally supervise morning sign-out rounds, as well as provide direct feedback and written evaluation of the residents and interns. All admissions to Hospital shall be presented by the residents and supervised by the Nocturnalist (by phone and/or in person) at the time of admission.
4. All Group Physicians shall attend at least two Faculty Development sessions per year (at Hospital or elsewhere).
5. Group is committed to prepare residents to pass Internal Medicine Boards.
6. Group shall give Noon Conference four (4) times per month.
7. Group shall ensure that at least one (1) Group Physician attends monthly faculty meetings.
8. Each Group Physician assigned to a Hospitalist Teaching Team shall ensure that rounds provide a respectful learning environment for all learners, including allowing students and interns to present cases.
9. Group shall participate meaningfully in the curriculum review.

Exhibit 3.13

EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES OF GROUP

[None.]

Exhibit 4.1(c)

UTILIZATION AND QUALITY DATA SPECIFICATIONS

[See attached document.]

Exhibit 4.5

DIGNITY HEALTH Self - Insurance Plan Statement of Coverage

Subject: Indemnification and Defense for Physician Teaching and Administrative Services

Adopted: January 28, 2008

Effective: December 1, 2006

Replaces: **Statement of Coverage Indemnification and Defense for Physician Teaching and Administrative Services, adopted January 25, 2007, effective December 1, 2006**

I. Background

As specifically provided in this Statement of Coverage (“SOC”) adopted by Dignity Health (“**Dignity Health**”), Dignity Health shall indemnify and defend physicians who are parties to an agreement with Dignity Health to perform administrative and/or teaching services at Dignity Health Facilities. Dignity Health’s obligation to defend and indemnify Physicians is limited to those Claims alleging liability arising out of administrative and teaching services at Dignity Health Facilities covered by the agreement. Indemnification and defense are limited to teaching and administrative services and shall not extend to patient care except as specifically provided below in Section II.D below.

II. Coverage

- A. **Administrative Services within Dignity Health Facilities.** Dignity Health will provide defense and indemnity for Claims in connection with administrative services provided by a Physician pursuant to a Physician Agreement. Unless otherwise specifically agreed to in writing by an authorized representative of Dignity Health, all administrative services covered under this Section II.A must occur within Dignity Health Facilities. In the event that coverage is extended to activities that occur outside of Dignity Health Facilities, such activities must otherwise comply with the terms of this SOC for coverage to apply. Any insurance applicable to the Physician covering Claims that are indemnifiable under the terms of this Section II.A shall be considered secondary to the coverage afforded by this SOC.
- B. **Independent Contractor (Paid) Faculty.** Dignity Health will provide defense and indemnity for Claims in connection with teaching activities provided by a Physician pursuant to a Physician Agreement. Teaching activities must be conducted in a Dignity Health Facility, except where Physician has agreed pursuant to a Physician Agreement to teach one or more residents in Physician’s private office practice as part of the ambulatory rotation required or permitted under the applicable GME program. Compensation to the Physician for teaching must be specified in the Physician Agreement. Any insurance maintained by the Physician covering Claims that are indemnifiable under the terms of this Section II.B shall be considered primary to the coverage afforded by this SOC.

- C. **Voluntary (Unpaid) Faculty.** Dignity Health will provide defense and indemnity for Claims in connection with teaching activities provided by Physician pursuant to a Physician Agreement. Teaching activities must be conducted in a Dignity Health Facility, except where Physician has agreed pursuant to a Physician Agreement to teach one or more residents in Physician's private office practice as part of ambulatory rotation required or permitted under the applicable GME program. In lieu of compensation, any insurance maintained by the Physician for Claims that are indemnifiable under the terms of this Section II.C shall be considered secondary to the coverage afforded by this SOC.
- D. **Full Time Employed Faculty.** Dignity Health will provide defense and indemnity for Claims in connection with teaching and from patient care activities provided by a Physician, if all of the following criteria are met:
1. Physician is a member in good standing at the Dignity Health Facility that is the sponsor of an ACGME accredited residency program.
 2. Physician is a full time employee (as described in below) of the sponsoring Dignity Health Facility and receives an IRS W-2 from Dignity Health.
 3. Physician does not maintain a significant part time or full time relationship with any other GME program or a solo or group private practice during the period for which Physician is employed by the Dignity Health Facility.
 4. In accordance with ACGME guidelines, Physician commits no less than 1400 hours per year to the Dignity Health Facility's residency program, exclusive of time spent in direct patient care without the presence of residents, and spends no more than 600 hours in direct patient care in order to maintain clinical skills and to serve as a role model for residents. Patient care must meet the following criteria in order to be covered by this SOC: (a) Patients are seen at a Dignity Health Facility; (b) Physician's compensation meets all legal and regulatory requirements and takes into consideration quality and other operational standards; and (c) Physician assigns his or her right to bill for patient care services to the Dignity Health Facility to the extent permitted by payors and all revenues from such patient care are paid or retained by the Dignity Health Facility.

Any insurance maintained by the Physician covering Claims that are indemnifiable under the terms of this Section II.B. shall be considered secondary to the coverage afforded by this SOC.

- E. **General Provisions.**
1. Indemnification under this SOC by Dignity Health for all loss, costs, damages and liability, including Claim Expenses, shall not exceed One Million Dollars (\$1,000,000) for any one Claim nor exceed Three Million Dollars (\$3,000,000) during any Dignity Health fiscal year for any one Physician.
 2. Indemnification and defense will be provided by Dignity Health only where the Physician has met the Standard of Conduct as defined in this SOC.
 3. Claims covered by this SOC will be paid by the Dignity Health Hospital and Professional Liability Self-Insurance Trust and will be managed by Dignity Health Risk Services with oversight and direction by Dignity Health's Executive Vice President/General Counsel.

4. Dignity Health's obligation to indemnify and defend under this SOC shall not extend to any Claim against any professional partnership, association or corporation which employs or contracts with the Physician, or in which the Physician is a partner, member or shareholder, even if such partnership, association or corporation is a named party to the Claim or is a party to the Physician Agreement.
5. This SOC is intended to supplement and not supersede Dignity Health's legal and statutory obligations to defend and indemnify its bona fide employees in connection with activities undertaken within the course and scope of their employment.
6. Amendments to this SOC may be made from time to time in accordance with Dignity Health's policies and procedures, but shall not affect any obligations of Dignity Health to indemnify and defend Physicians under terms and conditions of this SOC in effect at the time the event, act or omission that is the subject of the Claim occurred.
7. Exceptions to the limitations set forth in this SOC may only be made in appropriate cases where necessary to (a) assure compliance by a Dignity Health Facility with applicable regulatory or accreditation requirements, or (b) assure maintenance of activities which are considered essential to the fulfillment of the mission and values of Dignity Health and its facilities. Such exceptions may be made only with the approval of the Executive Vice President/General Counsel and the Executive Vice President/Chief Medical Officer of Dignity Health.

III. Procedure

A. **Definitions.** The following definitions are applicable to this SOC:

1. **"ACGME"** means the Accreditation Council for Graduate Medical Education.
2. **"Administrative services" or "administrative activities"** mean non-patient care services provided by a Physician to Dignity Health or a Dignity Health Facility.
3. **"Dignity Health Facilities"** means the hospitals or patient care locations that are owned by Dignity Health or by subsidiaries of Dignity Health that participate in Dignity Health's self-insurance program.
4. **"Claim"** means an allegation of liability against a Physician for injury or harm to a patient arising out of those administrative and teaching services described more specifically in the Physician's Agreement and includes amounts paid with respect to judgments or settlements with respect to such allegations. A Claim includes Claim Expenses as described below. For purposes of Section II.D only, a Claim may include an allegation of liability against a Physician for injury or harm to a patient arising out of patient care activities, as described therein.
5. **"Claim Expenses"** means (a) reasonable fees charged by any lawyer designated by Dignity Health and (b) all other fees, costs and expenses reasonably incurred by Dignity Health to defend or investigate the claim.

6. **“GME”** means “graduate medical education” and, for the purposes of this SOC, refers to formal educational programs for individuals who have already received a Doctor of Medicine (M.D.) or Doctor of Osteopathy degree.
7. **“Medical Staff”** means the organized medical staff of the Dignity Health Facility on whose behalf the teaching or administrative services were being provided.
8. **“Physician”** means a licensed physician who is a party to a Physician Agreement with Dignity Health or a Dignity Health Facility for the provision of administrative or teaching services.
9. **“Physician Agreement”** means a written agreement between a Physician and Dignity Health or a Dignity Health Facility that has been approved by the Dignity Health Legal Department and that specifies the scope of teaching or administrative services to be provided by the Physician, and includes an agreement between Dignity Health or a Dignity Health Facility and a medical professional partnership, association or corporation pursuant to which the partnership, association or corporation makes the Physician available to provide specified teaching or administrative services.
10. **“Teaching services” or “teaching activities”** mean (a) administrative activities related to the GME program sponsored by a Dignity Health Facility, including the provision of written evaluations of medical students and residents; (b) didactic teaching; and (c) direct and indirect supervision, direction and oversight of the clinical work of medical students and residents. “Teaching activities” and “teaching services” do not include any direct patient care provided by the Physician. For the purposes of this SOC, “precepting” and “teaching” shall have the same meaning.
11. **“Standard of Conduct”** means that under the facts and circumstances applicable to a Claim, the Physician and, where applicable, the medical professional partnership, association or corporation that is the party to the Physician Agreement :
 - a. Complied in all material respects with all applicable laws, rules and regulations;
 - b. Substantially complied with Dignity Health policies and procedures and guidelines applicable to the Dignity Health Facility and Medical Staff requirements and procedures;
 - c. Substantially complied with the terms and conditions of the Physician Agreement; and
 - d. Did not engage in conduct determined to be fraudulent or criminal, or that constitutes willful misconduct.

B. Indemnification and Defense of Claims

1. **Determination as to Standard of Conduct.** Any request made by a Physician for indemnification and defense requires the approval of at least two of the following three persons: the Vice President, Risk Services, the Executive Vice President/Chief Medical Officer, and the Executive Vice President/General Counsel of Dignity Health. Approval of indemnification and defense must include a determination that

indemnification and defense complies with this SOC and the Physician met the Standard of Conduct.

2. **Notice to Dignity Health by the Physician.** Any Physician seeking indemnification and defense under this SOC shall give written notice to the Executive Vice President/General Counsel or the Vice President, Risk Services of Dignity Health within 30 days of the date the Physician first has knowledge of a Claim.
3. **Defense of Claim and Selection of Counsel.** Dignity Health shall have the right to defend any Claim against a Physician with respect to which indemnification is provided under this SOC. Selection of counsel for defense of any such Claim is reserved exclusively to Dignity Health. Dignity Health shall not be required to obtain the Physician's consent to investigate or settle any Claim and may conduct such investigations, negotiate and enter into one or more settlement agreements. Dignity Health will consult and work co-operatively with the Physician with respect to the investigation, management and settlement of the Claim. The Physician shall assist and cooperate fully with Dignity Health in the defense of the Claim and shall attend, when reasonably requested by Dignity Health, all hearings and trials, and shall assist with witnesses when reasonably requested by Dignity Health. The Physician shall not voluntarily make any payment, offer or enter into a settlement, assume any obligation, incur any expenses, or contact opposing parties or their attorneys, without prior written consent of Dignity Health's Executive Vice President/General Counsel or Vice President, Risk Services.

Exhibit 4.11

NON-EXCLUSIVE PROFESSIONAL SERVICES

Notwithstanding Section 4.11 of this Agreement, Group shall not have the exclusive right to furnish the following specific Professional Services:

N/A

Exhibit 6.2(a)

DIGNITY HEALTH MONTHLY REPORT

_____, M.D. (***“Medical Director”***). The following services were provided by Medical Director during the month of _____ (date and year). (Use as many sheets as necessary.)

Services Provided (please list specific activity performed)	Date	Hours
1. Medical Staff CME Activities		
_____	_____	_____
_____	_____	_____
_____	_____	_____
2. Hospital Staff Education & Training		
_____	_____	_____
_____	_____	_____
_____	_____	_____
3. Clinical Supervision		
_____	_____	_____
_____	_____	_____
_____	_____	_____
4. Quality Improvement Activities (committees, case review, etc.)		
_____	_____	_____
_____	_____	_____
_____	_____	_____
5. Administration Activities		
_____	_____	_____
_____	_____	_____
_____	_____	_____
6. Community Education		
_____	_____	_____
_____	_____	_____
_____	_____	_____
7. Medical Management Activities		
_____	_____	_____
_____	_____	_____
_____	_____	_____
8. Compliance Activities		
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Other

_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Hours: _____

Group certifies that the above monthly report accurately represents the hours that Medical Director devoted to Director Services during the period of this report. Group certifies that the Services performed by Medical Director and submitted on this report do not appear on any other monthly report or invoice submitted by Group to Hospital or Dignity Health.

GROUP

By: _____

Its: _____

ACKNOWLEDGED BY HOSPITAL

By: _____

Its: _____

Exhibit 6.3

QUALITY CORE METRICS

On an annual, fiscal year basis (July 1- June 30), Dignity Health shall develop system wide measures of clinical quality for Professional Services (the “***Quality Core Metrics***”). The Quality Core Metrics shall be measured based on comparison to national benchmarks and/or improvement over Hospital’s baseline performance. The Quality Core Metrics and their associated weighting shall comply with applicable guidance from the Internal Revenue Service and the Office of the Inspector General, Health & Human Services regarding gainsharing and pay-for-performance programs.

Hospital will collect performance data with respect to the Quality Core Metrics on an ongoing basis and provide monthly reports to Group as such information becomes available, but in any event not later than 60 days following the end of each fiscal year quarter. It is understood by Hospital that provision of this data on such regular intervals is necessary in order for Group to properly manage to the performance measures. Group shall have thirty (30) days to review each such report and raise any objections. If Group does have any objections to the findings of any such report, the parties shall meet promptly to discuss and resolve the issue. If Group does not raise any objections, it will be assumed that the report is accurate and appropriate. In the event that circumstances outside the control of Hospital prevent timely reporting of the required data, Hospital may request an extension for reporting, such request not to be unreasonably refused by Group

The Quality Core Metrics for the current fiscal year of the Effective Date are attached hereto as Exhibit 6.3.A. For subsequent fiscal years, the Quality Core Metrics shall be updated annually and provided to Group within 90 days following the end of the fiscal year.

Exhibit 6.3.A

QUALITY CORE METRICS

FISCAL YEAR 2019

Metrics and metric targets shall be determined by Hospital on an annual basis. Performance in support of each metric target will be measured and compensated on a quarterly basis. [REDACTED]

HOSPITALIST INCENTIVE MATRIX						
Standard Measures	Facility Baseline	Allocation	Threshold	Target	Max	Data Source Notes
7 Day Readmission acute care readmission rate		[REDACTED]	Better than or at National Median	Between National Median and Top Quartile	Between Top Quartile and Top Decile	Datavision Report. All Cause Acute IP Readmissions
Hospital Consumer Assessment Healthcare Providers and Systems (HCAHPS) Physician Communication Composite Percentile		[REDACTED]	>75 th Percentile	> 85 th Percentile	>90 th Percentile	CMS Percentile Tables
Discharge Orders By 11:00 a.m.		[REDACTED]	5% Improvement from Baseline	10% Improvement from Baseline	15% Improvement from Baseline	Cerner Facility Discharge Log
Glycemic Management: % POC readings per patient stay in range (71-179mg/dl)		[REDACTED]	65% SHM eQUIPS Median	68.0% SHM eQUIPS Top Quartile	72.0% SHM Equips Top Docile	SHM Equips Database (Note: data is facility specific and not hospitalist specific)

Exhibit B

EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)

THIS EMERGENCY DEPARTMENT COVERAGE AGREEMENT ("Agreement") is made and entered into by and between the Dignity Health hospital(s) identified in the Key Information Terms below (each, a "Hospital"), and the physician entity identified in the Key Information Terms below ("Entity"); Entity and Hospital (each a "Party" and collectively the "Parties") agree as follows:

KEY INFORMATIONAL TERMS

A. Dignity Health Hospital(s).

Dignity Health, a California nonprofit public benefit corporation, doing business as: California Hospital Medical Center

B. Hospital(s) Notice Address(es).

California Hospital Medical Center
1401 South Grand Avenue
Los Angeles, California 90015

Copy to: Dignity Health Legal Department
185 Berry Street, Suite 300
San Francisco, CA 94107

C. Entity's Information.

Legal Name and Description: The Regents of the University of California, a California constitutional corporation under Article IX of the Constitution of the State of California, acting on behalf of its Los Angeles Campus, the David Geffen School of Medicine at UCLA

Specialty and Panel Name (if different): Cardiology ("Specialty")

State of Licensure: California ("State")

D. Entity's Notice Address.

UCLA:
University Managed Care Contracting Department
10920 Wilshire Blvd, Suite 1850
Los Angeles, CA 90024-6502
Attention: Chief Contracting Officer

With a copy to: The Regents of the University of California on behalf of its David Geffen School of Medicine at UCLA, Department of Medicine, Division of Cardiology
650 Charles Young Drive South
A2-237 CHS
Los Angeles, CA 90095
Attention: Chief Administrative Officer

E. Term: This Agreement commences on the later of (i) February 1, 2019, or (ii) the last date on which this Agreement is executed by both Parties, as indicated under the signature lines (the "Effective Date"). This Agreement expires on the last day of the 12th full calendar month following the Effective Date (the "Expiration Date").

F. Without Cause Termination. Number of days' notice required for without cause termination: 30

G. Parts: This Agreement is comprised of the following parts:
(i) Part I Dignity Health Terms and Conditions,
(ii) Part II List of Physicians,
(iii) Part III Compensation Terms and Conditions,
(iv) Addendum Additional Terms and Conditions, incorporated herein by this reference.

H. Compensation. Hospital shall pay Entity the following compensation ("Compensation"):

(i) [REDACTED]
(ii) Payments for Covered Professional Services provided to Uninsured Patients equal to 100% of Medicare RBRVS, subject to the terms set forth in Part III.

I. Insurance Period. For Part I, Section 6.2, the "Insurance Period" begins on the Effective Date and ends 3 years after the Expiration Date or earlier termination of this Agreement.

J. Trauma Center Coverage. This Agreement includes Trauma Center coverage:

☒ Yes (See Addendum.)
☐ No

IN WITNESS WHEREOF, Hospital and Entity execute this Agreement as of the dates below.

HOSPITAL

Printed Name/Title

Date:

ENTITY

Eva M. Glicker, M.D., M.B.A., President, UCLA Faculty Practice Group

Date:

Part I

EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY) DIGNITY HEALTH TERMS AND CONDITIONS

1. RECITALS

1.1 Hospital is a general acute care hospital that operates an emergency department (the "ED").

1.2 Hospital desires to engage a panel of physicians (each, a "Panel Member"), including one or more physicians designated by Entity from time to time in accordance with this Agreement (each, a "Physician" and, collectively, the "Physicians"), to provide professional consultation and treatment of patients in need of emergency Specialty medical care who present to the ED or who are inpatients of Hospital ("Patients"), without regard to the Patient's insurance status or ability to pay.

2. ENTITY'S OBLIGATIONS

2.1 Services. Entity shall cause Physicians to comply with all provisions of this Agreement and to be available on an on-call basis (the "Services") to provide Specialty medical care to Patients as set forth herein. Entity has initially engaged the Physicians listed in Part II and Hospital hereby approves such Physicians. Entity may from time to time engage additional Physicians who meet all requirements of this Agreement to furnish Services by delivering to Hospital and Hospital accepting written notice of each additional Physician's name and NPI number. Entity shall immediately remove any Physician from providing Services who fails to meet the requirements of Section 2.3 or 2.4 or upon written request to do so by Hospital. Entity shall provide prompt written notice to Hospital if any Physician ceases to provide Services for any reason.

2.2 Availability. Physicians shall provide the Services on a fair and equitable basis along with other Panel Members in a manner sufficient to cover the Hospital 24 hours per day, seven days per week, including all holidays, in accordance with the schedule developed by Hospital. Entity shall, on a periodic basis according to a schedule developed by Hospital, prospectively inform Hospital of each Physician's availability to provide Services during the specified period (e.g., monthly, quarterly, etc.). Each Physician shall make reasonable efforts to adjust his/her schedule if requested by Hospital in order to meet Hospital's need for Services. If a Physician is unable to perform Services as scheduled for any reason, Entity shall make arrangements with another Panel Member to provide Services on behalf of such Physician and inform Hospital of such arrangements as soon as reasonably

practicable.

2.3 Excluded Provider Status. Entity represents and warrants that Entity and Physicians are not and at no time have been excluded from participating in Medicare, Medicaid, or any other federal healthcare program, as defined at 42 U.S.C. Section 1320a-7b(f) (each, a "Federal Healthcare Program"). Entity shall immediately notify Hospital of any threatened or actual exclusion of Entity or any Physician from any Federal Healthcare Program. In the event that Entity is excluded from participating in any Federal Healthcare Program, this Agreement shall automatically terminate as of the date of such exclusion. Entity shall indemnify and hold harmless Hospital for, from and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys' fees and costs, incurred by Hospital arising directly or indirectly, out of any violation of this Section by Entity, or due to the exclusion of Entity or any Physician from any Federal Healthcare Program.

2.4 Professional Standards. With regard to each Physician, Entity represents and warrants that: (a) Physician's license to practice medicine in any state has never been suspended, revoked, or restricted; and (b) Physician's medical staff membership or clinical privileges at any healthcare facility have never been suspended, limited, revoked, or denied for a medical disciplinary cause or reason. Entity shall ensure that each Physician shall at all times: (c) maintain an unrestricted license to practice medicine in the State free of any medical board accusation, probation, or disciplinary action; (d) be a member of Hospital's medical staff (the "Medical Staff") with clinical privileges necessary to perform Specialty services; (e) not be the subject of any Medical Staff investigation, disciplinary action, or peer review proceeding; (f) maintain a valid and unrestricted DEA registration; and (g) be a participating provider in Medicare, Medicaid, and any other Federal Healthcare Programs requested by Hospital.

2.5 Laws and Standards. Entity and each Physician shall comply with the following, as amended from time to time, to the extent applicable to the provision of Services under this Agreement: (a) the Statement of Common Values, as adopted by Dignity Health and, if Hospital is a Catholic-sponsored facility, the Ethical and Religious Directives for Catholic Health Facilities, as adopted by the United States Conference of Catholic Bishops; (b) Hospital's corporate integrity program and any Dignity Health Corporate Integrity

Agreement(s); (c) Dignity Health's Standards of Conduct; (d) all applicable federal, state, and local laws and regulations, including the Emergency Medical Treatment and Active Labor Act and rules and regulations thereunder and any similar State laws (collectively, "Laws"); and (e) the bylaws, rules, regulations, policies, procedures, and protocols of the Medical Staff ("Medical Staff Rules") and Hospital ("Hospital Rules").

2.6 Medicare Records. To the extent required by Laws, Entity shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other authorized agency, this Agreement and Entity's books, documents, and records ("Entity's Records"). Entity shall preserve and make available Entity's Records for a period of four years after the end of the term of this Agreement. If Entity is requested to disclose Entity's Records pursuant to this Section, Entity shall notify Hospital of the nature and scope of such request, and Entity shall make available to Hospital all such Entity's Records.

2.7 Use of Hospital Premises. Entity and Physicians shall not use any part of Hospital premises as an office for the private practice of medicine.

2.8 Disclosure of Interests. Upon request, Entity shall disclose to Hospital any ownership, investment, or compensation arrangement of Entity, any Physician, or any physician employed or contracted by Entity, or any such physician's immediate family members, in or with Hospital or any affiliate of Hospital.

3. COMPENSATION

3.1 Monthly Reports. Entity shall submit to Hospital, on or before the 15th day of each calendar month, a monthly report in a form reasonably acceptable to Hospital that accurately documents Services provided by Entity in the immediately preceding calendar month (the "Monthly Report").

3.2 Payment. Hospital shall, within 30 days after receiving a Monthly Report, pay to Entity the Compensation for Services performed by Entity in such month; provided, however, that if Hospital does not receive a Monthly Report within 60 days after the end of the month during which Services were performed, Hospital shall not be obligated to pay Entity or any Physician for such Services. No Compensation shall be paid for any day on which a Physician is scheduled to provide Services but does not respond when called.

3.3 Reasonable Expenses; Program Attendance.

Hospital shall reimburse Entity or pay for: (a) reasonable and necessary business expenses incurred in connection with the performance of the Services; and (b) reasonable costs for Physicians to attend certain programs for the benefit of Hospital or Dignity Health, including tuition, travel, and room and board. The foregoing expenses shall be reimbursed or paid for by Hospital only if: (i) Hospital approves the expenses in writing, in advance; (ii) the expenses relate directly to Entity's performance of Services or, in the case of program attendance, Hospital has requested that Physicians attend the program; (iii) the expenses meet the requirements for reimbursement under the Hospital Rules; and (iv) Entity submits receipts to Hospital within 60 days of incurring the expenses.

3.4 Billing and Collections. Except as otherwise expressly stated in this Agreement, Entity shall be responsible for billing and collecting for all professional services provided by Entity. Entity shall accept assignment with respect to services provided to Federal Healthcare Program beneficiaries, where applicable. Entity shall comply, and shall ensure that any collection agency engaged by Entity complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, *et seq.*) and similar State laws.

4. TERMINATION AND SUSPENSION

4.1 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of the number of days' prior written notice set forth in Section F of the Key Informational Terms above.

4.2 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within 10 days after written notice of such breach is given by the non-breaching Party.

4.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. The following Sections of this Part I shall survive expiration or termination of the Agreement: 2.6 (Medicare Records), 5.2 (Confidential Information), 6 (Insurance and Indemnification), 7.3 (Dispute Resolution), and 7.9 (Notices). Expiration or termination of this Agreement shall not give rise to any "fair hearing" or other similar rights or procedures under the Medical Staff Bylaws.

4.4 Suspension of Obligations. In the event that Entity fails to maintain full compliance with the representations, warranties, and requirements set forth in Section 2.4, each Party's obligations under this Agreement, except those obligations that survive expiration or termination under Section 4.3, shall be suspended immediately upon written notice by Hospital and shall remain suspended until such time as Entity documents to Hospital's reasonable satisfaction that Entity has reestablished full compliance with all such representations, warranties, and requirements. Suspension shall not alter the Expiration Date or limit either Party's right to terminate this Agreement as set forth herein.

5. PROTECTED INFORMATION

5.1 HIPAA. Entity acknowledges that it is a separate "Covered Entity" as defined under the Health Insurance Portability and Accountability Act of 1996 and all rules and regulations promulgated thereunder (collectively, "HIPAA"). Entity shall implement all necessary policies, procedures, and training to comply with HIPAA and other Laws applicable to the use, maintenance, and disclosure of patient-related information. Each Physician shall participate in an Organized Healthcare Arrangement ("OHCA"), as defined under HIPAA, and comply with OHCA-related Hospital Rules. Entity shall notify the Dignity Health Privacy Office within 24 hours of any Privacy Breach by fax to (415) 591-6279 or email to privacy.office@dignityhealth.org. "Privacy Breach" means the unlawful or unauthorized access to, viewing, acquisition, use, or disclosure of any Hospital patient's protected health information, as defined by HIPAA ("PHI").

5.2 Confidential Information. Entity and Physicians shall not use or disclose any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement without the prior written consent of Hospital. Entity and Physicians shall protect Confidential Information from unauthorized use, access, or disclosure with no less than reasonable care. "Confidential Information" means any proprietary or confidential information of Hospital or any Hospital affiliate, and any information, records, and proceedings of Hospital and/or Medical Staff committees and peer review bodies. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's possession.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance Requirements. Entity shall maintain Continuous Coverage (as defined below) under a professional liability insurance policy that names [208709].1052772
PCSC Approved Template

Entity and each Physician as the named insured, and is issued by an insurance company authorized to do business in the State with a Best's Rating of A VIII or higher. The policy shall have minimum separate coverage limits consistent with the requirements of the Medical Staff Rules, but in no event less than \$1,000,000 per claim and \$3,000,000 annual aggregate separately for Entity and each Physician.

6.2 Continuous Coverage. "Continuous Coverage" means the maintenance of required insurance throughout the Insurance Period, as defined in the Key Informational Terms above. If any insurance policy required by this Section is terminated, not renewed, or reduced below the minimum coverage requirements set forth above prior to the end of the Insurance Period, Entity shall: (a) provide immediate notice to Hospital; (b) obtain a replacement insurance policy meeting the requirements of this Section; and (c) purchase either extended reporting coverage (i.e., "tail" coverage) or prior acts coverage (i.e., "nose" coverage) as necessary to meet the requirements of this Section. "Tail" coverage must provide for an extended discovery/reporting period at least through the end of the Insurance Period, and "nose" coverage must provide for a retroactive discovery/reporting period at least as of the Effective Date. Entity shall provide Hospital with certificates of insurance prior to the Effective Date, on each annual renewal of the insurance policies during the Insurance Period, and as requested by Hospital.

6.3 Mutual Indemnification. Each Party shall indemnify and hold the other Party harmless for, from, and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys' fees and costs, incurred by the indemnified Party and arising out of or resulting from the negligent or willful acts or omissions or breach of this Agreement by the indemnifying Party or the indemnifying Party's employees or agents.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment. Entity may not assign any of its rights or obligations under this Agreement without Hospital's prior written consent.

7.2 Counterparts, Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

7.3 Dispute Resolution. In the event of any dispute

or claim arising out of or related to this Agreement (each, a "Dispute") the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the other Party (the "Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within 10 business days after delivery of the Dispute Notice (or such other period as may be agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in the county in which Hospital is located by JAMS in accordance with its commercial arbitration rules. The Parties waive the right to seek specific performance or any other form of injunctive or other equitable relief or remedy arising out of this Agreement, except that such remedies may be utilized for purposes of enforcing this Section 7.3 and Sections 2.6 (Medicare Records) and 5.2 (Confidential Information) of this Part I. Except as expressly provided herein, upon any determination by a court or arbitrator that a Party has breached or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete remedy, to the exclusion of any specific performance or injunctive or other equitable relief or remedy.

7.4 Entire Agreement, Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

7.5 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

7.6 Master List. This Agreement, together with any other contracts between Hospital and Entity, will be included on the master list of physician contracts maintained by Dignity Health.

7.7 No Conflicting Obligations. Entity represents and warrants that it is not a party to any arrangement that may materially interfere with Entity's obligations under this Agreement and Entity shall immediately notify Hospital if it becomes involved in any such arrangement. Neither Entity nor any Physician shall provide expert

testimony or evaluation on behalf of a plaintiff in connection with any claim where Hospital or an affiliate of Hospital is named, or expected to be named, as a defendant, unless Entity or a Physician served as a treating physician.

7.8 Non-Discrimination. Entity and Hospital shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and regulations issued pursuant thereto. Neither Entity nor Hospital shall differentiate or discriminate in the provision of services on any basis prohibited by Laws or Hospital Rules.

7.9 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (e.g., FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Information Terms above.

7.10 Referrals. Nothing in this Agreement or in any other written or oral agreement between Hospital and Entity contemplates or requires the admission or referral of any patients or business to Hospital or any affiliate of Hospital. Neither Entity nor any Physician shall refer any Patient to any provider of healthcare services that Entity or Physician knows or should know is excluded or suspended from participation in any Federal Healthcare Program.

7.11 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

7.12 Title 22 Compliance. For Hospitals located in California only: Without limiting the obligations of Physician, Hospital shall retain administrative responsibility for operation of the ED, as required by Title 22, California Code of Regulations, Section 70713.

Part II
EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)
PHYSICIANS

Physician's Name	Physician's NPI Number
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Part III

EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY) COMPENSATION TERMS AND CONDITIONS

1 Compensation for Covered Professional Services for Uninsured Patients.

1.1 **Entity Billing Efforts.** Entity shall, for a period of ninety (90) days after the date Covered Professional Services (as defined below) are rendered by Entity, use good faith efforts to bill and collect payment for such Covered Professional Services in accordance with Part I, Section 3.4 of this Agreement.

1.2 **Submission of Claim to Hospital.** In the event Entity is unable to collect any amount from any Uninsured Patient within ninety (90) days after the date Covered Professional Services are rendered by Entity, Entity may submit a claim for payment to Hospital in accordance with this Part III. Entity shall cease all billing and collection activities with respect to such Covered Professional Services, and shall not submit any additional bills or claims to such Uninsured Patient or otherwise seek to collect any fees, compensation or other amounts from such Uninsured Patient or any other person or entity other than Hospital.

1.3 **Hospital Payment for Covered Professional Services.** Hospital shall, within 30 days after submission of a Complete Claim by Entity to Hospital, pay Entity for Covered Professional Services rendered by Entity to such Uninsured Patient at a rate equal to that set forth in Section H of the Key Informational Terms of this Agreement; provided, however, that Hospital shall have no obligation to pay Entity for any Covered Professional Services for which Entity has not submitted a Complete Claim within 180 days after the date such Covered Professional Services were rendered by Entity.

1.4 **Remission of Amounts Collected for Covered Professional Services.** In the event Entity or any Physician receives any payment amount from or on behalf of an Uninsured Patient with respect to Covered Professional Services for which Entity has also received payment from Hospital pursuant to Section 1.3 above, Entity shall return to Hospital the full amount previously paid by Hospital within 10 business days of receipt of such other payment amount made by or on behalf of the Uninsured Patient.

1.5 Definitions. For purposes of this Agreement:

1.5.1 **"Complete Claim"** shall mean, with respect to each Uninsured Patient, a fully complete and accurate CMS 1500 claim form for the Covered Professional Services rendered by Entity to such Uninsured Patient, together with such evidence of the Entity's good faith billing and collection efforts with respect to such Uninsured Patient as may be reasonably requested by Hospital from time to time and/or as may be set forth in the Hospital Rules.

1.5.2 **"Covered Professional Services"** shall mean medically necessary professional medical services rendered by a Physician to Uninsured Patients (i) on an emergency basis in the ED; (ii) on a continuing basis during the time the Uninsured Patient is a Hospital inpatient, provided that such continuing treatment is directly related to the admitting diagnosis; or (iii) on an emergency basis during the time the Uninsured Patient is a Hospital inpatient, regardless of whether such emergency treatment is related to the admitting diagnosis.

1.5.3 **"Uninsured Patient"** shall mean any Patient who is not enrolled in any HMO, PPO, POS, or other third-party payor plan or program, or Medicare, Medicaid, or any other government funded healthcare benefit plan or program and who qualifies for payment assistance under Hospital's Patient Payment Assistance Policy.

**EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)
ADDENDUM**

The Parties hereby incorporate the following provisions into the Agreement. In the event of a conflict between any provision of the Agreement and this Addendum, this Addendum shall control.

- A-1. Physicians shall not simultaneously be on-call to any other hospital or healthcare facility while scheduled to provide the Services for Hospital, except as otherwise approved by Hospital in writing.
- A-2. Hospital is designated as a Level II Trauma Center.
- A-3. "Patients," as defined in Part I, Section 1.2 include patients who present at the ED and require Specialty services beyond the services that can be provided by emergency medicine specialists and who are identified as requiring trauma services in accordance with applicable Emergency Medical Services Agency policies ("Trauma Patients").
- A-4. In addition to fulfilling all Terms and Conditions set forth in Part I of the Agreement, when scheduled to provide Services to Trauma Patients, Entity shall cause each Physician to:
- a. Comply with all Hospital Rules and Medical Staff Rules applicable to Trauma Patients, and comply with all local Emergency Medical Services Agency trauma rules.
- A-5. Entity shall cause each Physician to be on-call to Hospital's cardiac catheterization laboratories and cardiovascular surgical operating rooms (collectively, the "Cath Labs") at all times when scheduled to be on-call to the ED and Trauma Center.
- A-6. Section 3.2 (Payment) of Part I shall be amended to read as follows: "Payment. Hospital shall, within 30 days after receiving a Monthly Report, pay to Entity the Compensation for Services performed by Physician in such month."
- A-7. Section 3.3 (Reasonable Expenses: Program Attendance) of Part I shall be amended to read as follows: "Reasonable Expenses: Program Attendance. Hospital shall reimburse Entity or pay for: (a) reasonable and necessary business expenses incurred in connection with the performance of the Services; and (b) reasonable costs for Physician to attend certain programs for the benefit of Hospital or Dignity Health, including tuition, travel, and room and board. The foregoing expenses shall be reimbursed or paid for by Hospital only if: (i) Hospital approves the expenses in writing, in advance; and (ii) the expenses relate directly to Physician's performance of Services or, in the case of program attendance, Hospital has requested that Physician attend the program."
- A-8. Section 6.1 (Insurance Requirements) of Part I shall be amended to read as follows: "Insurance Requirements. Entity, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure as follows:
1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Entity shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
 2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
 3. Workers' Compensation Self-Insurance Program as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 4. Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, if such automobile insurance is not included as part of the Entity's General Liability coverage.
 5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
- It should be expressly understood, however, that the coverages required under this Section shall not in any way limit the liability of Entity.
- Entity, upon the execution of this Agreement, shall furnish Hospital with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Hospital of any modification, change or cancellation of any of the above self-

insurance coverages.

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

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of two million dollars (\$2,000,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three(3) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Entity shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, if such automobile insurance is not included as part of the Hospital's General Liability coverage.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

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

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

A-9. Section 6.3 (Mutual Indemnification) of Part I shall be amended to read as follows:

"Indemnity.

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

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

A-10. Section 2.5 (Laws and Standards) of Part I shall be amended to read as follows: "Compliance with Laws and Standards. Entity shall ensure that Entity and each Physician shall comply with the following, as amended from time to time, to the extent applicable to the provision of Services under this Agreement: (a) Hospital's corporate integrity program and any Dignity Health Corporate Integrity Agreement(s); (b) Dignity Health's Standards of Conduct; and (c) all applicable federal, state, and local laws and regulations (collectively, "Laws"). Without limiting the foregoing, (a) the Services shall not include, and Entity shall not perform and shall cause each Physician not to perform or to cause any other person to perform in the process of providing Services at Hospital, those procedures listed on Exhibit 2.5(a) attached hereto, or such other procedures as Dignity Health may identify to Entity from time to time in writing; and (b) in the process of providing Services at Hospital, Entity shall not impede, impair or interfere with, and shall cause each Physician not to impede, impair or interfere with or cause any other person to impede, impair or interfere with, those processes and practices listed on Exhibit 2.5(b) attached hereto, or such other similar processes and practices as Dignity Health may identify to Entity from time to time in writing. Entity shall, or shall direct or cause a Physician to, consult with Hospital with respect to any questions about or interpretations of the procedures, processes and practices listed in Exhibit 2.5 (a) and Exhibit 2.5(b), or the

application of any such procedures, processes and practices to any circumstance or service performed at Hospital pursuant to this Agreement.”

A-11. Ethical Principles. The Parties shall perform their respective obligations under this Agreement in a manner that shall permit each Party to uphold its values and mission, including, without limitation: (a) Entity’s obligations as a public trust under law and policy to remain independent of sectarian influence in the administration of its affairs; (b) Dignity Health’s commitment, and the commitment of Dignity Health’s non-Catholic, community hospitals, to continue to operate under the Dignity Health Statement of Common Values (or any successor thereto), and (c) the commitment of Dignity Health and its Catholic hospitals to continue to operate under the Ethical and Religious Directives for Catholic Health Care Services as promulgated by the United States Conference of Catholic Bishops, as amended from time to time.

A-12. Pursuant to a "Ministry Alignment Agreement," dated December 6, 2017, as amended through the date hereof ("MAA"), Dignity Health, a California nonprofit public benefit corporation ("Dignity Health"), and Catholic Health Initiatives will combine their respective health ministries into a single national nonprofit health system. Effective as of the Effective Date of the MAA (which is expected to be January 1, 2019), this Agreement shall be automatically assigned by Dignity Health on behalf of the Dignity Health hospital(s) identified in the Key Informational Terms to Dignity Community Care, a Colorado nonprofit corporation ("Dignity Care"), and Dignity Care shall assume all rights and obligations of Dignity Health under the Agreement. All of the terms of this Agreement shall remain unchanged, provided that any reference in the Agreement to "Dignity Health" shall mean "Dignity Community Care," and the assignment shall be effective without any notice or consent.

EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)

Exhibit 2.5(a) – Prohibited Procedures

Entity shall not perform and shall cause each Physician not to perform the following procedures in connection with the provision of Services at Hospital:

1. Direct abortion (even in the case of extrauterine pregnancy);
2. Heterologous fertilization;
3. Homologous artificial fertilization;
4. Participation in contracts or arrangements of surrogate motherhood;
5. Physician-assisted suicide or aid-in-dying;
6. Promotion of contraceptive practices;
7. Direct sterilization of any individual, whether temporary or permanent, unless approved in advance and in writing by Dignity Health and/or Hospital, consistent with Hospital policy;
8. Treatments for a sexual assault victim that have as their purpose or direct effect the removal, destruction or interference with implantation of a fertilized ovum (although prevention of ovulation, sperm capacitation or fertilization is permitted in the absence of evidence that conception has occurred); and
9. Use of human tissue obtained by direction abortions (including for research and/or therapeutic purposes).

EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)

Exhibit 2.5(b) – Non-Interference of Processes/Practices

Entity shall not impede, impair or interfere with, and shall cause each Physician not to impede, impair or interfere with the following processes and practices in connection with the provision of Services at Hospital:

1. The provision of pastoral care to patients at Hospital;
2. The use of a discernment process for significant, values-based decisions within Hospital;
3. Assessment of a patient's advance directive to determine whether it instructs Hospital or other providers to perform Prohibited Procedures or otherwise refrain from compliance with Hospital policy;
4. Taking into account the well-being of the whole person in making decisions about any therapeutic intervention or use of technology; and
5. Providing all patients with food and water, even for patients in a persistent vegetative state who can reasonably be expected to live indefinitely with such care, unless such interventions would cause significant physical discomfort.

Exhibit C

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later October 1, 2016 of, or the execution of the Agreement by both parties (the "Effective Date") by and between St. Joseph Hospital of Orange ("Hospital"), and University of California Irvine ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of Vascular and Interventional Radiology. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and

all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubella, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation

coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability..

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

2.12 Insurance. Hospital shall, at its own expense, at all times during the term of this Agreement, maintain in full force and effect the following insurance policies, which may be through a program of health insurance, comprehensive commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the annual aggregate.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties

understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall

be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

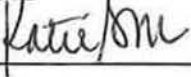
If to Hospital: St. Joseph Hospital of Orange
1100 W. Stewart Drive
Orange, CA 92863-5600
Attn: Katie Skelton, VP of Patient Care Services

If to School: University of California Irvine
101 The City Drive South, Route 140
Orange, CA 92868
Attn: Deena McRae, MD
Associate Dean, Graduate Medical Education

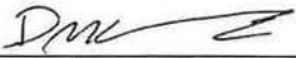
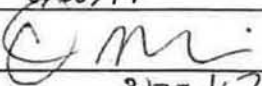
4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

"HOSPITAL"


By: _____
Its: Katie Skelton, VP of Patient Care Services
Date: 3/27/17

"SCHOOL"


By: _____
Printed Name: Dayantha Fernando, MD
Title: Fellowship Program Director
Date: 3/22/17

By: _____
Printed Name: Deena McRae, MD

Title: Associate Dean, Graduate Medical Education/DID
Date: 3/22/2017

Exhibit D

ADVANCED CARDIAC IMAGING COVERAGE AGREEMENT (ENTITY)

THIS ADVANCED CARDIAC IMAGING COVERAGE AGREEMENT ("**Agreement**") is made and entered into by and between the Dignity Health hospital(s) identified in the Key Information Terms below (each, a "**Hospital**"), and the physician entity identified in the Key Information Terms below ("**Entity**"). Entity and Hospital (each a "**Party**" and collectively the "**Parties**") agree as follows:

KEY INFORMATIONAL TERMS

A. Dignity Health Hospital(s).

Dignity Health, a California nonprofit public benefit corporation d/b/a St. Bernardine Medical Center

B. Hospital's Notice Addresses.

St. Bernardine Medical Center
2101 North Waterman Avenue
San Bernardino, CA 92404

Copy to: Dignity Health Legal Department
185 Berry Street, Suite 300
San Francisco, California 94107

C. Entity's Information.

Name: The Regents of the University of California (on behalf of the University of California, Riverside, UCR Health)

Specialty: Cardiac Imaging ("**Specialty**")

State of Licensure: California ("**State**")

D. Entity's Notice Address.

UC Riverside
Attn: Dean, School of Medicine
900 University Avenue
Riverside, CA 92521
Copy to: UC Riverside
14350-2 Meridian Parkway
Riverside, California 92518
Attn: Director of Contracting

E. Term. This Agreement commences on the later of: (i) June 4, 2018, or (ii) the last date on which this Agreement is executed by both Parties, as indicated under the signature lines (the "**Effective Date**"). This Agreement expires on the last day of the 12th full calendar month after the Effective Date (the "**Expiration Date**").

F. Without Cause Termination. Number of days' notice required for without cause termination: 30

G. Parts. This Agreement is comprised of the following parts:

- (i) **Part I** Dignity Health Terms and Conditions.
- (ii) **Part II** Covered Professional Services
- (iii) **Part III** List of Physicians.
- (iv) **Part IV** Compensation Terms and Conditions.

H. Compensation. Hospital shall pay Entity the following compensation ("**Compensation**"):

- (i) A payment equal to [REDACTED] that a Physician responds to and is physically present at Hospital), according to the terms set forth in **Part IV**.

I. Insurance Period. For Part I, Section 6.2, the "**Insurance Period**" begins on the Effective Date and ends 3 years after the Expiration Date or earlier termination of this Agreement.

IN WITNESS WHEREOF, Hospital and Entity execute this Agreement as of the dates below.

HOSPITAL

ENTITY

Printed Name: Douglas Klean

Printed Name: Deborah Deas, MD, MPH

Title: President

Title: Dean, School of Medicine, CEO Clinical Affairs

Date: 6/17/18

Date: 6/12/2018

Part I

ADVANCED CARDIAC IMAGING COVERAGE AGREEMENT (ENTITY) DIGNITY HEALTH TERMS AND CONDITIONS

1. RECITALS

1.1 Hospital desires to engage one or more physicians designated by Entity (each, a “**Physician**” and, collectively, the “**Physicians**”) to provide Covered Professional Services, as defined in Part II.

2. ENTITY’S OBLIGATIONS

2.1 **Services.** Entity shall cause Physicians to comply with all provisions of this Agreement and to provide Covered Professional Services as set forth herein. Entity has initially engaged the Physicians listed in Part III and Hospital hereby approves such Physicians. Entity may from time to time engage additional Physicians who meet all requirements of this Agreement to furnish Services by delivering to Hospital and Hospital accepting written notice of each additional Physician’s name and NPI number. Entity shall immediately remove any Physician from providing Services who fails to meet the requirements of Section 2.3 or 2.4 or upon written request to do so by Hospital. Entity shall provide prompt written notice to Hospital if any Physician ceases to provide Services for any reason.

2.2 **Availability.** Physicians shall provide Covered Professional Services in accordance with a mutually agreed upon schedule. If requested by Hospital, Entity shall, on a periodic basis according to a schedule developed by Hospital, inform Hospital of each Physician’s availability to provide Covered Professional Services during a specified period (e.g., monthly, quarterly, etc.). Each Physician shall make reasonable efforts to adjust his/her schedule if requested by Hospital in order to meet Hospital’s need for Covered Professional Services.

2.3 **Excluded Provider Status.** Entity represents and warrants that Entity and Physicians are not and at no time have been excluded from participating in Medicare, Medicaid, or any other Federal healthcare program, as defined at 42 U.S.C. Section 1320a-7b(f) (each, a “**Federal Healthcare Program**”). Entity shall immediately notify Hospital of any threatened or actual exclusion of Entity or any Physician from any Federal Healthcare Program. In the event that Entity is excluded from participating in any Federal Healthcare Program, this Agreement shall automatically terminate as of the date of such exclusion. Entity shall indemnify and hold harmless Hospital for, from and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys’ fees and costs, incurred by Hospital arising directly or indirectly, out of any violation of this Section by Entity, or due to the exclusion of Entity or any Physician from any Federal Healthcare Program.

2.4 **Professional Standards.** With regard to each Physician, Entity represents and warrants that: (a) Physician’s license to practice medicine in any state has never been suspended, revoked, or restricted; and (b) Physician’s medical staff membership or clinical privileges at any healthcare facility have never been suspended, limited, revoked, or denied for a medical disciplinary cause or reason. Entity shall ensure that each Physician shall at all times: (c) maintain an unrestricted license to practice medicine in the State free of any medical board accusation, probation, or disciplinary action; (d) be a member of Hospital’s medical staff (the “**Medical Staff**”) with clinical privileges necessary to perform Specialty services; (e) not be the subject of any Medical Staff investigation, disciplinary action, or peer review proceeding; (f) maintain a valid and unrestricted DEA registration; and (g) be a participating provider in Medicare, Medicaid, and any other Federal Healthcare Programs requested by Hospital.

2.5 **Laws and Standards.** Entity and each Physician shall comply with the following, as amended from time to time, to the extent applicable to the provision of Covered Professional Services under this Agreement: (a) the Statement of Common Values, as adopted by Dignity Health and, if Hospital is a Catholic-sponsored facility, the Ethical and Religious Directives for Catholic Health Facilities, as adopted by the United States Conference of Catholic Bishops; (b) Hospital’s corporate integrity program and any Dignity Health Corporate Integrity Agreement(s); (c) Dignity Health’s Standards of Conduct; (d) all applicable federal, state, and local laws and regulations (collectively, “**Laws**”); and (e) the bylaws, rules, regulations, policies, procedures, and protocols of the Medical Staff (“**Medical Staff Rules**”) and Hospital (“**Hospital Rules**”).

2.6 **Medicare Records.** To the extent required by Laws, Entity shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other authorized agency, this Agreement and Entity’s books, documents, and records (“**Entity’s Records**”). Entity

shall preserve and make available Entity's Records for a period of four years after the end of the term of this Agreement. If Entity is requested to disclose Entity's Records pursuant to this Section, Entity shall notify Hospital of the nature and scope of such request, and Entity shall make available to Hospital all such Entity's Records.

2.7 Use of Hospital Premises. Entity and Physicians shall not use any part of Hospital premises as an office for the private practice of medicine.

2.8 Disclosure of Interests. Upon request, Entity shall disclose to Hospital any ownership, investment, or compensation arrangement of Entity, any Physician, or any physician employed or contracted by Entity, or any such physician's immediate family members, in or with Hospital or any affiliate of Hospital.

3. COMPENSATION

3.1 Monthly Reports. Entity shall submit to Hospital, on or before the 15th day of each calendar month, a monthly report in a form reasonably acceptable to Hospital that accurately documents Covered Professional Services provided by Entity in the immediately preceding calendar month (the "**Monthly Report**").

3.2 Payment. Hospital shall, within 30 days after receiving a Monthly Report, pay to Entity the Compensation for Covered Professional Services performed by Entity in such month; provided, however, that if Hospital does not receive a Monthly Report within 60 days after the end of the month during which Covered Professional Services were performed, Hospital shall not be obligated to pay Entity or any Physician for such Covered Professional Services.

3.3 Reasonable Expenses; Program Attendance. Hospital shall reimburse Entity or pay for: (a) reasonable and necessary business expenses incurred in connection with the performance of the Covered Professional Services; and (b) reasonable costs for Physicians to attend certain programs for the benefit of Hospital or Dignity Health, including tuition, travel, and room and board. The foregoing expenses shall be reimbursed or paid for by Hospital only if: (i) Hospital approves the expenses in writing, in advance; (ii) the expenses relate directly to Entity's performance of Covered Professional Services or, in the case of program attendance, Hospital has requested that Physicians attend the program; (iii) the expenses meet the requirements for reimbursement under the Hospital Rules; and (iv) Entity submits receipts to Hospital within 60 days of incurring the expenses.

3.4 Billing and Collections. Except as otherwise expressly stated in this Agreement, Entity shall be responsible for billing and collecting for all professional services provided by Entity. Entity shall accept assignment with respect to services provided to Federal Healthcare Program beneficiaries, where applicable. Entity shall comply, and shall ensure that any collection agency engaged by Entity complies, with the Fair Debt Collection Practices Act (15 U.S.C. 1692, *et seq.*) and similar State laws.

4. TERMINATION AND SUSPENSION

4.1 Termination Without Cause. Each Party may terminate this Agreement without cause, expense, or penalty effective upon expiration of the number of days' prior written notice set forth in Section F of the Key Informational Terms above.

4.2 Termination Upon Breach. Each Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within 10 days after written notice of such breach is given by the non-breaching Party.

4.3 Effect of Termination or Expiration. Upon termination or expiration of this Agreement, all rights and obligations of the Parties shall cease except those rights and obligations that have accrued and remain unsatisfied prior to the date of termination or expiration, and those rights and obligations that expressly survive termination or expiration of this Agreement. The following Sections of this Part I shall survive expiration or termination of the Agreement: 2.6 (Medicare Records), 5.2 (Confidential Information), 6 (Insurance and Indemnification), 7.3 (Dispute Resolution), and 7.9 (Notices). Expiration or termination of this Agreement shall not give rise to any "fair hearing" or other similar rights or procedures under the Medical Staff Bylaws.

4.4 Suspension of Obligations. In the event that Entity fails to maintain full compliance with the representations, warranties, and requirements set forth in Section 2.4, each Party's obligations under this Agreement, except those obligations that survive expiration or termination under Section 4.3, shall be suspended immediately upon written notice by Hospital and shall remain suspended until such time as Entity documents to Hospital's

reasonable satisfaction that Entity has reestablished full compliance with all such representations, warranties, and requirements. Suspension shall not alter the Expiration Date or limit either Party's right to terminate this Agreement as set forth herein.

5. PROTECTED INFORMATION

5.1 HIPAA. Entity acknowledges that it is a separate "**Covered Entity**" as defined under the Health Insurance Portability and Accountability Act of 1996 and all rules and regulations promulgated thereunder (collectively, "**HIPAA**"). Entity shall implement all necessary policies, procedures, and training to comply with HIPAA and other Laws applicable to the use, maintenance, and disclosure of patient-related information. Each Physician shall participate in an Organized Healthcare Arrangement ("**OHCA**"), as defined under HIPAA, and comply with OHCA-related Hospital Rules. Entity shall notify the Dignity Health Privacy Office within 24 hours of any Privacy Breach by fax to (415) 591-6279 or email to privacy.office@dignityhealth.org. "**Privacy Breach**" means the unlawful or unauthorized access to, viewing, acquisition, use, or disclosure of any Hospital patient's protected health information, as defined by HIPAA ("**PHI**").

5.2 Confidential Information. Entity and Physicians shall not use or disclose any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement without the prior written consent of Hospital. Entity and Physicians shall protect Confidential Information from unauthorized use, access, or disclosure with no less than reasonable care. "**Confidential Information**" means any proprietary or confidential information of Hospital or any Hospital affiliate, and any information, records, and proceedings of Hospital and/or Medical Staff committees and peer review bodies. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's possession.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance Requirements. Entity shall maintain Continuous Coverage (as defined below) under a professional liability insurance policy that names Entity and each Physician as the named insureds, and is issued by an insurance company authorized to do business in the State with a Best's Rating of A VIII or higher. The policy shall have minimum separate coverage limits consistent with the requirements of the Medical Staff Rules, but in no event less than \$1,000,000 per claim and \$3,000,000 annual aggregate separately for Entity and each Physician.

6.2 Continuous Coverage. "**Continuous Coverage**" means the maintenance of required insurance throughout the Insurance Period, as defined in the Key Informational Terms above. If any insurance policy required by this Section is terminated, not renewed, or reduced below the minimum coverage requirements set forth above prior to the end of the Insurance Period, Entity shall: (a) provide immediate notice to Hospital; (b) obtain a replacement insurance policy meeting the requirements of this Section; and (c) purchase either extended reporting coverage (*i.e.*, "**tail**" coverage) or prior acts coverage (*i.e.*, "**nose**" coverage) as necessary to meet the requirements of this Section. "**Tail**" coverage must provide for an extended discovery/reporting period at least through the end of the Insurance Period, and "**nose**" coverage must provide for a retroactive discovery/reporting period at least as of the Effective Date. Entity shall provide Hospital with certificates of insurance prior to the Effective Date, on each annual renewal of the insurance policies during the Insurance Period, and as requested by Hospital.

6.3 Mutual Indemnification. Each Party shall indemnify and hold the other Party harmless for, from, and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys' fees and costs, incurred by the indemnified Party and arising out of or resulting from the negligent or willful acts or omissions or breach of this Agreement by the indemnifying Party or the indemnifying Party's employees or agents.

7. MISCELLANEOUS PROVISIONS

7.1 Assignment. Entity may not assign any of its rights or obligations under this Agreement without Hospital's prior written consent.

7.2 Counterparts, Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink, this Agreement may be delivered by facsimile or by scanned email attachment, and said copies shall be treated as original. Amendments to this Agreement shall be similarly executed by the Parties.

7.3 Dispute Resolution. In the event of any dispute or claim arising out of or related to this Agreement (each, a "**Dispute**") the Parties shall, as soon as reasonably practicable after one Party gives written notice of a Dispute to the

other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties. If any Dispute is not resolved to the mutual satisfaction of the Parties within 10 business days after delivery of the Dispute Notice (or such other period as may be agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted in the County in which Hospital is located by JAMS in accordance with its commercial arbitration rules. The Parties waive the right to seek specific performance or any other form of injunctive or other equitable relief or remedy arising out of this Agreement, except that such remedies may be utilized for purposes of enforcing this Section 7.3 and Sections 2.6 (Medicare Records) and 5.2 (Confidential Information) of this Part I. Except as expressly provided herein, upon any determination by a court or arbitrator that a Party has breached or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete remedy, to the exclusion of any specific performance or injunctive or other equitable relief or remedy.

7.4 Entire Agreement, Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

7.5 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

7.6 Master List. This Agreement, together with any other contracts between Hospital and Entity, will be included on the master list of physician contracts maintained by Dignity Health.

7.7 No Conflicting Obligations. Entity represents and warrants that it is not a party to any arrangement that may materially interfere with Entity’s obligations under this Agreement and Entity shall immediately notify Hospital if it becomes involved in any such arrangement. Neither Entity nor any Physician shall provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim where Hospital or an affiliate of Hospital is named, or expected to be named, as a defendant, unless Entity or a Physician served as a treating physician.

7.8 Non-Discrimination. Entity and Hospital shall be in full compliance with Section 504 of the Rehabilitation Act of 1973, Titles VI and VII of the 1964 Civil Rights Act, and regulations issued pursuant thereto. Neither Entity nor Hospital shall differentiate or discriminate in the provision of services on any basis prohibited by Laws or Hospital Rules.

7.9 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (e.g., FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third day following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth in the Key Information Terms above.

7.10 Referrals. Nothing in this Agreement or in any other written or oral agreement between Hospital and Entity, contemplates or requires the admission or referral of any patients or business to Hospital or any affiliate of Hospital. Neither Entity nor any Physician shall refer any Patient to any provider of healthcare services that Entity or Physician knows or should know is excluded or suspended from participation in any Federal Healthcare Program.

7.11 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of such provision or any other provision. Any waiver granted by a Party must be in writing and shall apply solely to the specific instance expressly stated.

7.12 Title 22 Compliance. For Hospitals located in California only: Without limiting the obligations of Physician, Hospital shall retain administrative responsibility for operation of the hospital, as required by Title 22, California Code of Regulations, Section 70713.

Part II

**ADVANCED CARDIAC IMAGING COVERAGE AGREEMENT (ENTITY)
COVERED PROFESSIONAL SERVICES**

Entity, through Physicians, shall provide the following “*Covered Professional Services*” upon request:

Level III complex advanced cardiac imaging acquisition and interpretation, including cardiac imaging MRI, CT Scans and ultrasounds for sequencing for stress test to viability to scar burden, and complex TEEs and TEE guidance during structural heart procedures and valve surgeries.

Part III
ADVANCED CARDIAC IMAGING COVERAGE AGREEMENT (ENTITY)
PHYSICIANS

Physician Name	NPI Number

PART IV
ADVANCED CARDIAC IMAGING COVERAGE AGREEMENT (ENTITY)
COMPENSATION TERMS AND CONDITIONS

Response Payments. Hospital shall pay to Entity an amount equal to the rate set forth in Section H of the Agreement for each day on which a Physician responds to and is physically present at Hospital to provide Covered Professional Services pursuant to this Agreement (regardless of the number of times Physician is actually required to respond to the Hospital in any given day). Hospital shall pay the Compensation only on such days that a Physician responds and is physically present at Hospital to provide Covered Professional Services as requested. Compensation shall not be paid on any day on which a Physician provides Covered Professional Services for the Physician's own patients.

**ADVANCED CARDIAC IMAGING COVERAGE AGREEMENT (ENTITY)
ADDENDUM**

The Parties hereby incorporate the following provisions into the Agreement. In the event of a conflict between any provision of the Agreement Part and this Addendum, this Addendum shall control.

A-1 The last sentence of Section 5.2 (Confidential Information) is amended to read as follows:
“Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital’s possession; Hospital shall use best efforts to mark third party Confidential Information as “Confidential” within thirty (30) days of disclosure.”

A-2 Section 6.1 (Insurance Requirements) of Part I is amended to read as follows:
“**Insurance Requirements.** Entity, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insure as follows:

1. Professional Medical and Provider Liability Insurance with financially-sound and reputable companies with limits of one million dollars (\$1,000,000) per occurrence and an annual aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Entity shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers’ Compensation Self-Insurance Program as required by law under the Workers’ Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, if such automobile insurance is not included as part of the Entity’s General Liability coverage.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

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

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

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

1. Professional Medical Liability Insurance with financially-sound and reputable companies with limits of one million dollars (\$1,000,000) per occurrence and an annual aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then Entity shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. General Liability Self-Insurance Program with a limit of five hundred thousand dollars (\$500,000) per occurrence and an annual aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Business Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, if such automobile insurance is not included as part of the Hospital's General Liability coverage.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

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

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

A-3 Section 6.3 (Mutual Indemnification) of Part I is amended to read as follows:

"Mutual Indemnification.

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

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

Exhibit E

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
CATHOLIC HEALTHCARE WEST D/b/a ST. MARY'S MEDICAL CENTER**

THIS AFFILIATION AGREEMENT is made and entered into this 1st day of October 2005, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF MEDICINE (hereafter "SCHOOL"), and Catholic Healthcare West, a California nonprofit public benefit corporation doing business as ST. MARY'S MEDICAL CENTER (hereafter "AFFILIATE"), with reference to the following facts:

WITNESSETH:

WHEREAS, SCHOOL conducts approved and accredited medical and physical therapy educational programs for: medical students, resident physicians and fellows, physical therapy students, and clinical psychology training program fellows (hereafter collectively referred to as "TRAINEES") and desires access to facilities in which its TRAINEES can obtain broader clinical learning experiences; and

WHEREAS, AFFILIATE maintains facilities which can be used to furnish clinical learning experiences to TRAINEES and desires to have said facilities so used; and

WHEREAS, the Accreditation Council for Graduate Medical Education ("ACGME") establishes and oversees the requirements for graduate medical education programs, which includes resident physicians and fellows; and

WHEREAS, the Liaison Committee on Medical Education ("LCME") establishes and oversees the requirements for the education of medical students; and

WHEREAS, the Commission on Accreditation in Physical Therapy Education ("CAPTE") establishes and oversees the requirements for the education of physical therapy students; and

WHEREAS, the American Psychological Association ("APA") establishes and oversees the requirements for the education of pre-doctoral clinical psychology training program fellows; and

WHEREAS, it is in the mutual interest and benefit of the parties that TRAINEES obtain their clinical experience at AFFILIATE'S facilities in accordance with the requirements of ACGME, LCME, CAPTE, and APA (hereinafter collectively referred to as "ACCREDITATION ORGANIZATIONS");

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

I. RESPONSIBILITIES OF SCHOOL. SCHOOL agrees that it shall:

A. Establish the educational goals and objectives of its clinical experience programs in a manner consistent with the standards and requirements set forth by SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. Such goals and objectives shall reflect SCHOOL'S commitment to providing the highest quality in education and training programs to TRAINEES. A list of SCHOOL'S educational program(s) that are covered by this Agreement is attached hereto and incorporated herein as **Exhibit 1**. A list of SCHOOL's medical residency programs that may rotate medical residents and fellows through AFFILIATE's clinical facilities and therefore may require a separate Letter of Agreement ("LOA") with AFFILIATE under applicable ACGME guidelines is attached hereto as **Exhibit 2** and incorporated herein by reference. The parties agree that from time to time SCHOOL may unilaterally add or delete residency programs from **Exhibit 2** to reflect changes in specific programs or circumstances.

B. Ensure that its clinical experience programs provide appropriate supervision for all TRAINEES, as well as a duty hours schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of TRAINEES, and the applicable requirements of the ACCREDITATION ORGANIZATION.

C. Recruit and select TRAINEES who are appropriately credentialed, licensed, or otherwise authorized to participate in SCHOOL clinical experience program(s) which are the subject of this Agreement (hereafter collectively referred to as "Program").

D. For each SCHOOL clinical experience program provided for under this Agreement, SCHOOL shall designate a member of SCHOOL'S faculty to provide coordination, oversight and direction of TRAINEES' educational activities and assignments while at AFFILIATE's facilities (hereafter "Program Director(s)" or "SCHOOL'S Program Director(s)"). The Program Director(s) shall also act as liaison(s) with AFFILIATE.

E. Cooperate with AFFILIATE in coordinating and reviewing work schedules of TRAINEES while at AFFILIATE. The parties agree that such schedules shall reflect SCHOOL'S educational mission and shall not be compromised by an excessive reliance on TRAINEES to fulfill institutional service obligations.

F. Ensure, in cooperation with AFFILIATE, that TRAINEES assume progressively increasing responsibility according to their levels of education, ability, and experience. SCHOOL shall determine the appropriate level of responsibility accorded to each TRAINEE.

G. Ensure that each of its medical residency programs establishes formal policies governing the duty hours for TRAINEES which promote medical education, ensure TRAINEE well-being and facilitate patient care. Attached hereto as **Exhibit 3** and incorporated herein by reference are the "University Endorsed Guidelines Concerning the Hours and Working Conditions of Resident Physicians" (hereafter "UCSF Duty Hours Policy").

H. Provide the names of TRAINEES and their assignments to AFFILIATE sufficiently in advance to allow for convenient planning of duty schedules.

I. Develop and implement a mechanism for determining evaluation of the performance of TRAINEES to include, where appropriate, input from AFFILIATE.

J. Maintain records and reports concerning the education of TRAINEES and of TRAINEES' time spent in the various educational activities referred to in this Agreement, as may be required by SCHOOL, ACCREDITATION ORGANIZATIONS and/or for compliance with the regulations, guidelines, and policies of third-party payors.

K. Require assigned TRAINEES to:

1. Comply with: AFFILIATE'S applicable Medical Staff Bylaws & Rules and Regulations; AFFILIATE'S policies, procedures and guidelines; state and federal laws and regulations; the standards and regulations of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") and the ACCREDITATION ORGANIZATIONS; and the ethical standards of the American Medical Association, the American Physical Therapy Association, and The American Psychological Association;

2. Participate, to the extent scheduled or otherwise requested by AFFILIATE and approved by SCHOOL, in activities and assignments that are of educational value and that are appropriate to the course and scope of SCHOOL'S Program, consistent with the requirements of the applicable ACCREDITATION ORGANIZATIONS;

3. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of AFFILIATE designed to identify, evaluate and reduce risk of patient injury;

4. Cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care TRAINEES participate, on forms provided by the AFFILIATE. The medical record shall, at all times, remain the property of the AFFILIATE.

5. Submit to SCHOOL the following:

- a. Proof of immunization or positive serology (titer) for rubella, measles, mumps, and varicella;
- b. Evidence of Hepatitis B either positive antibody titers or immunization;
- c. Annual proof of negative tuberculosis testing by PPD skin test. Any TRAINEE who has a positive PPD skin test will be required to provide SCHOOL with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

Upon AFFILIATE request, SCHOOL will inform each TRAINEE to submit copies of said documentation to AFFILIATE.

L. Provide AFFILIATE with a copy of SCHOOL's Corporate Compliance Program and Code of Conduct and assign a SCHOOL representative to work with AFFILIATE regarding any corporate compliance issues. AFFILIATE acknowledges and agrees that all SCHOOL faculty and TRAINEES must comply with the requirements of SCHOOL's Corporate Compliance Program.

II. **RESPONSIBILITIES OF AFFILIATE.** AFFILIATE agrees that it shall:

A. Maintain adequate staff, facilities, and SCHOOL faculty at AFFILIATE locations covered by this Agreement to meet the educational goals and objectives of the SCHOOL's Program, and in a manner consistent with the standards and requirements established by

SCHOOL and the applicable ACCREDITATION ORGANIZATIONS. A list of AFFILIATE's sites(s) that are provided for under this Agreement is attached hereto and incorporated herein as **Exhibit 4**.

B. For TRAINEES enrolled in SCHOOL's Graduate Medical Education ("GME") Programs, AFFILIATE shall maintain ongoing compliance with the ACGME Institutional Requirements, the ACGME Common Program Requirements and the Residency Review Committee requirements for each clinical experience program, as well as the UCSF policies regarding residents and ACGME fellows as posted on the UCSF GME website.

C. Structure on-call schedules for supervising faculty at AFFILIATE's facilities in a manner that assures the Program Director that faculty supervision is readily available to TRAINEES.

D. Provide services and develop systems to minimize the work of TRAINEES that is extraneous to their educational program(s).

E. Ensure that SCHOOL faculty who are supervising medical TRAINEES at AFFILIATE facilities where medical staff privileges are required, obtain and maintain medical staff privileges at AFFILIATE'S facilities.

F. Ensure that AFFILIATE physicians who are supervising medical TRAINEES at AFFILIATE facilities where medical staff privileges are required, obtain and maintain medical staff privileges at AFFILIATE'S facilities. AFFILIATE'S physicians who are supervising medical TRAINEES at AFFILIATE'S facilities must qualify for, obtain and maintain: (1) a faculty appointment with SCHOOL in accordance with SCHOOL'S academic review and appointment procedures, or (2) have a current faculty appointment at another accredited School of Medicine. The latter type of appointment must be reviewed and approved by the Program Director in order to ensure compliance with applicable ACCREDITATION ORGANIZATION standards. Supervisory faculty at

AFFILIATE's facilities who supervise and manage TRAINEES' work shall do so under the ultimate direction of the SCHOOL'S Program Director(s).

G. Ensure that AFFILIATE clinicians who are supervising physical therapy TRAINEES at AFFILIATE facilities are duly appointed as AFFILIATE employees, and are appropriately credentialed and/or licensed in compliance with applicable ACCREDITATION ORGANIZATION standards. Supervisory clinicians at AFFILIATE's facilities who supervise and manage TRAINEES' work shall do so under the ultimate direction of the School's Program Director(s).

H. Cooperate with SCHOOL to ensure that TRAINEES assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

I. Conduct formal quality assurance programs and review patient complications and deaths as follows:

- 1.** All TRAINEES shall receive instruction in appropriate quality assurance/performance improvement. To the extent possible and in conformance with state law, TRAINEES shall participate in appropriate components of AFFILIATE'S quality assurance/performance improvement program.

- 2.** Autopsies should be performed whenever possible and appropriate under the education program in which TRAINEES are enrolled. A sufficient number of autopsies, representing an adequately diverse spectrum of diseases, should be performed to provide an adequate educational experience and to enhance the quality of patient care.

- 3.** AFFILIATE shall have a medical records system that assures the availability of medical records at all times and documents the course of each patient's illness and care. The medical records system must be adequate to support the education of

TRAINEES and quality-assurance/performance improvement activities, and to provide a resource for scholarly activity.

J. Designate, in consultation with SCHOOL, an employee of AFFILIATE to coordinate TRAINEES' duty schedules and activities while at AFFILIATE's sites (hereafter "Site Director(s)"). The Site Director(s) shall also act as liaison(s) with SCHOOL. Upon execution of this Agreement, the name(s) of AFFILIATE'S Site Director(s) shall be provided to SCHOOL'S Program Director(s).

K. Implement duty schedules for TRAINEES in conjunction with SCHOOL'S Program Director and in accordance with SCHOOL'S educational goals and objectives and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS, as follows:

1. AFFILIATE shall promote the Program's educational goals by ensuring that TRAINEES' learning objectives are not compromised by excessive reliance on TRAINEES to fulfill institutional service obligations. The parties acknowledge and agree, however, that duty hours must reflect the fact that responsibilities for continuing patient care are not automatically discharged at specific times. Programs must ensure that TRAINEES are provided appropriate backup support when patient care responsibilities are especially unusual, difficult or prolonged.

2. AFFILIATE shall ensure that TRAINEE duty hours and on-call time periods are not excessive. The structuring of duty hours and on-call schedules shall ensure a work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of TRAINEES, and the applicable requirements of the Program and ACCREDITATION ORGANIZATIONS.

3. For TRAINEES enrolled in UCSF GME programs, AFFILIATE shall adhere to the guidelines for the duty hours and working conditions of medical residents as provided in Exhibit 3 ("UCSF Duty Hours Policy"). AFFILIATE shall monitor residents' hours to ensure

ongoing compliance with ACGME requirements and the UCSF Duty Hours Policy. Upon SCHOOL's request, AFFILIATE shall provide data regarding TRAINEES' duty hours to the Program Director(s) and/or UCSF Dean's Office.

L. Protect the health and safety of TRAINEES on rotation at AFFILIATE'S facilities by providing each TRAINEE with the following:

1. Orientation of the type and scope provided by AFFILIATE to its new employees, including, but not limited to, information about AFFILIATE'S security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in AFFILIATE'S policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in AFFILIATE'S protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;

3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of TRAINEE in the event of a needlestick injury to or other exposure of TRAINEE to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. The initial care and administration of testing and prophylactic therapy shall be paid for by AFFILIATE. Subsequent care shall be paid for pursuant to the mutual agreement of the parties; and

4. Information concerning availability of parking, meals, lockers, and appropriate access to on-call rooms and bathroom/shower facilities.

M. Maintain its license as a medical facility and comply with all applicable laws, regulations, JCAHO, and ACCREDITATION ORGANIZATION requirements. AFFILIATE shall notify SCHOOL within five days of receipt of notice that AFFILIATE is not in compliance with any such laws, regulations, JCAHO and/or ACCREDITATION ORGANIZATION requirements.

N. Permit inspection of its clinical and related facilities by individuals charged with the responsibility for accreditation of SCHOOL and/or its educational programs.

O. With respect to any professional services performed by TRAINEES under this Agreement, AFFILIATE shall notify SCHOOL and its Program Director(s) as follows:

1. Immediately upon initiation of an investigation of a TRAINEE or SCHOOL faculty member.

2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a TRAINEE or SCHOOL faculty member.

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a SCHOOL faculty member or TRAINEE has been named or in which a settlement is being proposed on their behalf; or

4. Prior to making a report to the National Data Bank, the Medical Board of California, the Physical Therapy Board of California, or the California Board of Psychology in which a SCHOOL faculty member or TRAINEE is named.

P. Provide:

1. Adequate and appropriate food services and sleeping quarters for TRAINEES;

2. Patient support services, such as intravenous services, phlebotomy services, and laboratory services, as well as messenger and transporter services, in a manner appropriate to and consistent with educational objectives and patient care.

3. An effective laboratory, and radiologic information retrieval system appropriate for the conduct of the clinical experience programs and provision of quality and timely patient care.

4. Appropriate security measures to protect TRAINEES in all locations, including but not limited to, parking facilities, on-call quarters, hospital and institutional grounds, and related clinical facilities (e.g., medical office building).

Q. Cooperate with and assist SCHOOL in investigating facts which may serve as a basis for taking any disciplinary or academic action against a TRAINEE, SCHOOL faculty member and/or SCHOOL employee. SCHOOL shall be responsible for the discipline of TRAINEES, SCHOOL faculty members and/or SCHOOL employees in accordance with SCHOOL's applicable policies and procedures. SCHOOL may, but need not, consult with AFFILIATE concerning any proposed disciplinary action. AFFILIATE agrees to abide by SCHOOL's recommended disciplinary action.

Notwithstanding the foregoing, AFFILIATE shall have the right, for good cause and after consultation with SCHOOL, to prohibit further attendance at AFFILIATE of any TRAINEE; provided, however, that AFFILIATE will not take any action against TRAINEES in an arbitrary or capricious manner. Upon such termination, SCHOOL will use its best efforts to replace the terminated TRAINEE with another TRAINEE as soon as possible.

R. AFFILIATE shall provide SCHOOL with a copy of AFFILIATE's corporate compliance program or any such plan or program that describes AFFILIATE's plan for ensuring ethical and legal compliance with all federal and state laws. AFFILIATE shall not require any SCHOOL faculty

or TRAINEE to conduct his/her professional behavior in a manner that would contradict the requirements of SCHOOL's Corporate Compliance Program.

III. COMPENSATION.

Execution of this Agreement shall not be construed to guarantee, set guidelines for or govern any agreements between the parties regarding compensation to SCHOOL, including compensation intended to reimburse SCHOOL for the costs it incurs in connection with TRAINEES' salaries, benefits, and/or other administrative expenses. Any and all financial consideration between SCHOOL and AFFILIATE shall be the subject of a separate written agreement, signed by both parties and approved in accordance with each party's applicable policies and procedures.

IV. INDEPENDENT CONTRACTOR.

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between SCHOOL and AFFILIATE hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither SCHOOL nor AFFILIATE hereto, nor any of their respective officers, directors, TRAINEES or employees shall be construed to be the agent, employee or representative of the other.

SCHOOL and AFFILIATE agree that each of them shall have sole responsibility for the payment of any and all of its own applicable Federal, State, and Local income taxes and of any and all other taxes, charges and levies; and shall comply with all applicable Federal, State, and Local laws and regulations.

V. STATUS OF TRAINEES.

A. During the period in which a TRAINEE is assigned to the AFFILIATE, the TRAINEE shall be under the ultimate direction and control of the SCHOOL'S Program Director or, in the Program Director's absence, his/her designee(s).

B. It is expressly agreed and understood by SCHOOL and AFFILIATE that TRAINEES are present at the AFFILIATE'S facilities to participate in activities and assignments that are of educational value to TRAINEES, and that are appropriate to the course and scope of SCHOOL's Program and consistent with applicable Program and ACCREDITATION ORGANIZATION requirements.

C. SCHOOL and AFFILIATE shall ensure that TRAINEES have the opportunity to:

1. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.

2. Participate in safe, effective, and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by SCHOOL.

3. Participate fully in the educational and scholarly activities of their program and, as required, assume responsibility for teaching and supervising other TRAINEES and students.

4. Participate, as appropriate, in AFFILIATE programs and medical staff activities and adhere to established practices, procedures, and policies of the AFFILIATE.

5. Have appropriate representation, where possible, on AFFILIATE committees and councils whose actions affect their education and/or patient care.

6. Submit to the SCHOOL'S Program Director, at least annually, confidential written evaluations of supervisory faculty and of their educational experiences while at AFFILIATE's facilities.

VI. ASSIGNMENT OF TRAINEES.

Commencing on the date of execution of this Agreement and subject to the provision of Section II hereof, SCHOOL shall assign TRAINEES for rotation at AFFILIATE'S facilities as described in Section II.A of this Agreement.

VII. USE OF NAME.

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

VIII. PROFESSIONAL AND ADMINISTRATIVE RESPONSIBILITY.

Pursuant to Title 22, Section 70713 of the California Code of Regulations, and to the extent permitted by law and not inconsistent with other provisions of this Agreement, AFFILIATE shall retain professional and administrative responsibility for the services rendered to its patients.

IX. DISCRIMINATION - PROHIBITION.

SCHOOL and AFFILIATE agree not to engage in unlawful discrimination against or harassment of any TRAINEE pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition

(cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and SCHOOL policies.

X. TERM.

The term of this Agreement shall commence on the 1st day of October 2005, and shall continue in effect for five (5) years, through September 30, 2010, or until earlier terminated.

XI. TERMINATION.

A. Termination Without Cause. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the TRAINEES' rotation, whichever is greater.

B. Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving sixty (60) days' prior written notice of termination to the breaching party.

XII. INSURANCE.

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

1. Professional Medical, and Hospital Liability Insurance with financially-sound and reputable companies with minimum limits of five million dollars (\$5,000,000) per occurrence and a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five (5) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars

(\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the AFFILIATE shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$500,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Insurance in a form and amount covering AFFILIATE'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.A.1 and 2 shall not in any way limit the liability of AFFILIATE.

The coverages referred to under paragraph 2 of this Section XII.A. shall be endorsed to include SCHOOL as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, and/or employees. AFFILIATE, upon the execution of this Agreement, shall furnish SCHOOL with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to SCHOOL of any modification, change or cancellation of any of the above insurance coverages.

B. SCHOOL shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical and Hospital Liability self-insurance with minimum limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of ten million dollars (\$10,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then SCHOOL shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. Comprehensive or Commercial Form General Liability Insurance with minimum limits of (1) \$500,000 each occurrence; (2) \$1,000,000 Personal and Advertising Injury; and (3) \$5,000,000 General Aggregate. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

3. Workers' Compensation Self-Insurance Program covering SCHOOL'S full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section XII.B.1 and 2 shall not in any way limit the liability of SCHOOL.

The coverages referred to under paragraph 2 of this Section XII.B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of SCHOOL, its officers, agents, TRAINEES, and/or employees. SCHOOL, upon the execution of this Agreement, shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to AFFILIATE of any modification, change or cancellation of any of the above self-insurance coverages.

XIII. INDEMNIFICATION.

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

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

XIV. COOPERATION IN DISPOSITION OF CLAIMS.

AFFILIATE and SCHOOL agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program.

The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, AFFILIATE and SCHOOL shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either AFFILIATE or SCHOOL to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

XV. PATIENT RECORDS.

Any and all of AFFILIATE'S medical records and charts created at AFFILIATE'S facilities as a result of performance under this Agreement shall be and shall remain the property of AFFILIATE. Both during and after the term of this Agreement, SCHOOL shall be permitted to inspect and/or duplicate, at SCHOOL'S expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; and/or (2) relevant to any disciplinary action. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws, including but not limited to the Health Insurance Portability and Accountability Act.

XVI. DISCLOSURE OF PROTECTED HEALTH INFORMATION BETWEEN SCHOOL, AFFILIATE, AND ACCREDITATION ORGANIZATIONS.

The parties acknowledge and agree as follows:

A. The Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45 CFR Parts 160 and 164) permit covered entities to use and disclose Protected Health Information ("PHI") without patient authorization for certain specified purposes, one of which is for health care operations.

B. Health care operations, as defined under HIPAA, include the training and educational programs of covered entities, accreditation and credentialing activities.

C. SCHOOL and AFFILIATE are each covered entities as defined by HIPAA.

D. SCHOOL and AFFILIATE may each disclose PHI to the other as necessary to carry out its respective training and educational programs, as well as to meet the accreditation and credentialing requirements of each institution.

E. SCHOOL and AFFILIATE each represent to the other that all members of its workforce who use, create or disclose PHI, including, as applicable, its faculty, medical staff, employees and TRAINEES, have received training as required by HIPAA.

F. AFFILIATE shall permit ACCREDITATION ORGANIZATIONS or accrediting entities, acting on behalf of SCHOOL as SCHOOL's Business Associates, to access the PHI maintained by the AFFILIATE that is necessary for those organizations or entities to conduct their accreditations of SCHOOL.

G. SCHOOL and AFFILIATE may disclose such PHI as is necessary for the healthcare operations of the other.

XVII. ARBITRATION.

In the event of any dispute arising between the parties concerning the interpretation or enforcement of the provisions of this Agreement, the parties agree to first attempt in good faith to resolve the dispute between themselves. If the parties are unable to resolve the dispute within thirty (30) days, then all matters in controversy shall be submitted to arbitration pursuant to

California Code of Civil Procedure section 1280, et seq. using the offices of the American Arbitration Association. Arbitration shall be initiated by either party making a written demand for arbitration on the other party and to the American Arbitration Association. Unless the parties can agree on a single arbitrator within ten (10) days from the receipt of the written demand for arbitration, each party shall designate an arbitrator within fifteen (15) days of receipt of the written demand for arbitration. Within seven (7) days of the appointment of two arbitrators, those arbitrators shall designate a third arbitrator. The parties agree that either party to an arbitration may seek judicial review by way of a petition to the court to confirm, correct or vacate an arbitration award pursuant to the provisions of Code of Civil Procedure sections 1285 and 1294.2.

XVIII. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XIX. ATTORNEYS' FEES.

In the event of any action, suit or proceeding, between the parties hereto, the cost of such action, suit or proceeding, including reasonable attorneys' fees, shall be borne by the losing party or, in the case of an arbitration, as determined by the arbitrator.

XX. ASSIGNMENT.

Neither AFFILIATE nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. AFFILIATE may not assign TRAINEES to locations other than those described in Section II.A. without the prior written consent of SCHOOL.

XXI. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XXII. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XXIII. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XXIV. MODIFICATIONS AND AMENDMENTS.

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. AFFILIATE and SCHOOL agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to

a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

XXV. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XXVI. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XXVII. NOTICES.

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO SCHOOL: Vice Dean for Education
UCSF School of Medicine
521 Parnassus Avenue, C-254
San Francisco, CA 94143-0410

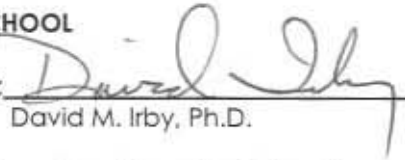
TO AFFILIATE: Hospital President
St. Mary's Medical Center
450 Stanyan Street
San Francisco, CA 94117

The parties have executed this Agreement as set forth below.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

SCHOOL

By:


David M. Irby, Ph.D.

Title: Vice Dean for Education
UCSF School of Medicine

Date:

2/13/06

CATHOLIC HEALTHCARE WEST DOING BUSINESS
AS ST. MARY'S MEDICAL CENTER

AFFILIATE

By:


Ken Steele

Title: Hospital President

Date:

2/21/06

AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
ST. MARY'S MEDICAL CENTER

EXHIBIT 1

This agreement includes the following PROGRAMS:

School of Medicine

1. Undergraduate Medical Education Programs (medical students)
2. Graduate Medical Education Programs (residents and fellows)
3. Graduate Program in Physical Therapy (physical therapy students)
4. Clinical Psychology Programs (clinical psychology fellows)

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
ST. MARY'S MEDICAL CENTER**

EXHIBIT 2

This agreement includes, but is not limited to, the following medical residency programs for which Letters of Agreement may be required:

All UCSF Graduate Medical Education programs

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
ST. MARY'S MEDICAL CENTER**

EXHIBIT 3

**UNIVERSITY ENDORSED GUIDELINES CONCERNING THE HOURS AND WORKING CONDITIONS OF
RESIDENT PHYSICIANS**

**UCSF RESIDENT DUTY HOURS POLICY
Approved by vote of the GMEC 2-24-03**

In June 2002, the Accreditation Council for Graduate Medical Education (ACGME) granted preliminary approval to new duty hour standards for residency programs. In July 2003, these standards become a requirement for all residencies in all specialties to maintain accredited status. The ACGME standards emphasize the responsibilities of programs, sponsoring institutions, and the accrediting body (ACGME) relating to safe patient care and an appropriate learning environment for residents. The recommended mechanisms to achieve these goals include the following: a set of common requirements that define a minimum standard that must be met by all accredited programs; enhanced requirements for institutional oversight and support; and strengthening the system for compliance.

The standards address three areas:

- 1.) Placing appropriate limits on duty hours.
- 2.) Promoting institutional oversight.
- 3.) Fostering high-quality education and safe patient care.

The UCSF Resident Work Hours Improvement Project (RWHIP) was approved by vote of the Graduate Medical Education Committee (GMEC) on March 16, 2001. This followed a year - long effort which was in response to the report of a large Taskforce on Resident Work Hours. Represented on the Taskforce and on the RWHIP Committee were residents, students, faculty, program directors, program coordinators, hospital administration, and the Dean's office.

There are both practical and idealistic reasons to seek improvements in resident work hours at UCSF:

- 1.) To ensure the highest standards for delivery of patient care.
- 2.) To enhance the integrity of resident education.
- 3.) To maintain the competitiveness of UCSF with respect to other residency programs for outstanding residents.
- 4.) To satisfy ACGME requirements regarding resident training hours. (New ACGME standards will be inserted into the Common Program Requirements effective July 1, 2003.)

EXHIBIT 3 (cont'd)

Resident Duty Hours and the Working Environment

Providing residents with a sound academic and clinical education must be carefully planned and balanced with concerns for patient safety and resident well-being. UCSF will ensure that the learning objectives of all residency programs are not compromised by excessive reliance on residents to fulfill service obligations. Didactic and clinical education will have priority in the allotment of residents' time and energies. Duty hour assignments will recognize that faculty and residents collectively have responsibility for the safety and welfare of patients.

Resident is defined as interns, residents, and fellows enrolled in ACGME-approved training programs at UCSF.

1.) Supervision of Residents

- a. All patient care must be supervised by qualified faculty. Each program director will ensure, direct, and document adequate supervision of residents at all times. Residents will be provided with rapid, reliable systems for communicating with supervising faculty.
- b. Faculty schedules will be structured to provide residents with continuous supervision and consultation.
- c. Faculty and residents will be educated to recognize the signs of fatigue and adopt and apply policies to prevent and counteract the potential negative effects.

2.) Duty Hours

- a. Duty hours are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site. These standards apply to all UCSF training sites including, but not limited to, the VA, SFGH, Mt. Zion, and Moffitt-Long hospitals.
- b. Duty hours will be limited to 80 hours per week, averaged over four-week period, inclusive of all in-house call activities.
- c. Residents will be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a four week period, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.
- d. A-10 hour time period for rest and personal activities will be provided between all daily duty periods, and after in-house call.

EXHIBIT 3 (cont'd)

3.) On-Call Activities

The objective of on-call activities is to provide residents with continuity of patient care experiences throughout a 24 hour period. In-house call is defined as those duty hours beyond the normal work day when residents are required to be immediately available in the assigned institution.

- a. In-house call will occur no more frequently than every third night, averaged over a four-week period.
- b. Continuous on-site duty, including in-house call, will not exceed 24 consecutive hours. Residents may remain on duty for up to 6 additional hours to participate in didactic activities, maintain continuity of medical and surgical care, transfer care of patients, or conduct outpatient continuity clinics.
- c. No new patients may be accepted after 24 hours of continuous duty, except in outpatient continuity clinics. A new patient is defined as any patient for whom the resident has not previously provided care.
- d. At-home call (pager call) is defined as call taken from outside the assigned institution. The frequency of at-home call is not subject to the every third night limitation. However, at-home call will not be so frequent as to preclude rest and reasonable personal time for each resident. Residents taking at-home call will be provided with 1 day in 7 completely free from all educational and clinical responsibilities, averaged over a 4-week period.
 - 1.) When residents are called into the hospital from home, the hours residents spend in-house are counted toward the 80-hour limit.
 - 2.) The program director and the faculty will monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands and/or fatigue.

4.) Moonlighting

- a. Residents may not moonlight. Clinical Fellows may moonlight under specific guidelines and with a signed moonlighting agreement from the Chair, MSO, Program Director, the Clinical Fellow and the Associate Dean for Graduate Medical Education. * ACGME Clinical Fellows may only moonlight in areas that are outside their area of training and only in outpatient or emergency departments. Non-ACGME Clinical Fellows may moonlight in the inpatient and/or outpatient settings in or beyond their area of training, and the Department may bill for work done in or beyond their area of training. The Chair and Program Director must assure that this effort will not interfere with the educational experience of the fellow's training program.
- b. Each program director will comply with the sponsoring institution's written policies and procedures regarding moonlighting, in compliance with the Institutional Requirements.

EXHIBIT 3 (cont'd)

- c. Moonlighting that occurs within the fellowship program and/or the sponsoring institution or the non-hospital sponsor's primary clinical site(s), i.e., internal moonlighting, will be counted toward the 80-hour weekly limit on duty hours.

5.) Oversight

- a. Each program will have written policies and procedures consistent with the Institutional and Program Requirements for resident duty hours and the working environment. These policies will be distributed to the residents and the faculty.
 - 1.) Monitoring of duty hours is required with frequency sufficient to ensure an appropriate balance between education and service. In the first year of implementation of these standards, programs that are out of compliance will be monitored quarterly; programs in compliance will be monitored twice a year. Thereafter, programs that have been out of compliance will be monitored with a frequency to be determined by the UCSF GMEC Sub Committee for Resident Duty Hours. The Sub Committee will include the Associate Dean of Graduate Medical Education, the Resident Duty Hours Compliance Officer, and a subset of members of the GMEC. Programs in compliance after the first year will be monitored yearly.
 - 2.) Each program director will be responsible for obtaining data on compliance with the Resident Duty Hours Policy for their programs. Each resident will be responsible for providing accurate and timely data on compliance with the Resident Duty Hours Policy to her/his program director, the GME Office, and the ACGME when this information is requested.
 - 3.) Directors of programs that are out of compliance with the Resident Duty Hours Policy will determine a plan and timeline to come into compliance and submit this plan and timeline to the GMEC Sub Committee for Resident Duty Hours.
- b. Back-up support systems will be provided by each program when patient care responsibilities are unusually difficult or prolonged, or if unexpected circumstances create resident fatigue sufficient to jeopardize patient care.

6.) Duty Hours Exception

An RRC may grant exceptions for up to 10 % of the 80-hour limit, to individual programs based on a sound educational rationale. However, prior permission of the UCSF GMEC Sub Committee for Resident Duty Hours is required. The Sub Committee will include the Associate Dean of Graduate Medical Education, the Resident Duty Hours Compliance Officer, and a subset of members of the GMEC.

- * UCSF Fellowship Moonlighting Agreement
(Form is available from GME and on the GME website)

EXHIBIT 3 (cont'd)

The agreement must define and specify the terms of the clinical work to be performed by stating the following on a form obtained from the GME office:

- 1.) The nature and location of the service to be provided
- 2.) The UCSF training program in which the Clinical Fellow is currently enrolled
- 3.) The dates of the service to be performed
- 4.) The compensation and funding information from the Department receiving the service
- 5.) A statement of who will provide Medical Malpractice and General Liability coverage
- 6.) The dates and type of Departmental Professional Fee Billing Compliance training the Clinical Fellow received
- 7.) The date the Clinical Fellow was licensed in California.

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
ST. MARY'S MEDICAL CENTER**

EXHIBIT 4

This agreement includes the following AFFILIATE facilities:

St. Mary's Medical Center and associated clinics

**THIRD AMENDMENT TO AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
DIGNITY HEALTH D/B/A
ST. MARY'S MEDICAL CENTER**

THIS THIRD AMENDMENT is entered into by and between The Regents of The University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF MEDICINE (hereinafter "SCHOOL"), and ST. MARY'S MEDICAL CENTER (hereinafter "AFFILIATE"), effective the 1st day of July, 2015.

WHEREAS, on or about October 1st, 2005, ST. MARY'S and AFFILIATE entered into an "Affiliation Agreement Between The Regents of The University of California And St. Mary's Medical Center" (hereinafter "Affiliation Agreement"). The Affiliation Agreement provides that it may be amended at any time by mutual written consent of the parties; and

WHEREAS, SCHOOL and AFFILIATE, per Affiliation Agreement Section XXIV, Modifications and Amendments, wish to amend the Affiliation Agreement as further set forth below;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, it is understood and agreed to by the parties hereto that:

1. Article I.G, Responsibilities of SCHOOL, shall be deleted in its entirety and replaced with:

"G. Ensure that each of its medical residency programs establishes formal policies governing the duty hours for TRAINEES which promote medical education, ensure TRAINEES well-being and facilitate patient care. SCHOOL's policies regarding duty hours and moonlighting from time to time are set out at <http://medschool.ucsf.edu/gme/> and incorporated herein by reference (hereafter "UCSF Duty Hours Policy")."

2. Article II.J.3, Responsibilities of AFFILIATE, shall be deleted in its entirety and replaced with:

"3. For TRAINEES enrolled in SCHOOL'S GME programs, AFFILIATE shall adhere to the guidelines for the duty hours and working conditions of medical residents as provided in the "UCSF Duty Hours Policy." AFFILIATE shall monitor residents' hours to ensure ongoing compliance with ACGME requirements and the UCSF Duty Hours Policy. Upon SCHOOL'S request, AFFILIATE shall provide data regarding TRAINEES' duty hours to the Program Director(s)."

3. Article VII, Term, shall be modified to extend the term of the Affiliation Agreement for an additional five (5) year period, ending September 30th, 2020.
4. Exhibit 3 shall be deleted in its entirety.
5. Except as provided herein, all remaining terms, conditions and provisions of the Affiliation Agreement are unchanged and unaffected by this First Amendment

and shall continue in full force and effect.

The parties have executed this Second Amendment to Affiliation Agreement, as follows:

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**

By: _____

Name: Catherine R. Lucey, MD

Title: Vice Dean for Education

Date: _____

**DIGNITY HEALTH D/B/A
ST. MARY'S MEDICAL CENTER**

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
9/29/15

Tami Mondilean MD
Director, Graduate Medical Education
St. Mary's Medical Center
9/29/2015

**SECOND AMENDMENT TO AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
DIGNITY HEALTH D/B/A
ST. MARY'S MEDICAL CENTER**

THIS SECOND AMENDMENT is entered into by and between The Regents of The University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF MEDICINE (hereinafter "AFFILIATE"), and ST. MARY'S MEDICAL CENTER (hereinafter "ST. MARY'S"), effective the 1st day of April, 2015.

WHEREAS, on or about October 1st, 2005, ST. MARY'S and AFFILIATE entered into an "Affiliation Agreement Between The Regents of The University of California And St. Mary's Medical Center" (hereinafter "Affiliation Agreement"). The Affiliation Agreement provides that it may be amended at any time by mutual written consent of the parties; and

WHEREAS, ST. MARY'S and AFFILIATE, per Affiliation Agreement Section XXIV, Modifications and Amendments, wish to amend the Affiliation Agreement as further set forth below;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth below, it is understood and agreed to by the parties hereto that:

- 1.** Article I.G, Responsibilities of ST. MARY's, shall be deleted in its entirety and replaced with:

"G. Ensure that each of its medical residency programs establishes formal policies governing the duty hours for TRAINEES which promote medical education, ensure TRAINEES well-being and facilitate patient care. AFFILIATE's policies regarding duty hours and moonlighting from time to time are set out at <http://medschool.ucsf.edu/gme/> and incorporated herein by reference (hereafter "UCSF Duty Hours Policy")."

- 2.** The following paragraph shall be added as Article I.M:

TRAINEES who require accommodations in order to meet academic standards should contact the UCSF Office of Student Disability Services a minimum of two weeks prior to the start of any rotation or as soon as the need for the accommodation is identified. Later requests may necessitate rescheduling of the rotation until accommodations can be arranged. ST. MARY'S will inform TRAINEES who plan to rotate at AFFILIATE of the need to request any needed accommodations as early as possible. ST. MARY'S agrees that all expenses related to the accommodation of TRAINEES with disabilities who rotate at AFFILIATE under this agreement are the responsibility of ST. MARY'S.

- 2.** Article II.J.3, Responsibilities of Affiliate, shall be deleted in its entirety and replaced with:

"3. For TRAINEES enrolled in ST. MARY'S GME programs, AFFILIATE shall adhere to the guidelines for the duty hours and working conditions of medical residents as provided in the "UCSF Duty Hours Policy." AFFILIATE shall monitor residents' hours to

ensure ongoing compliance with ACGME requirements and the UCSF Duty Hours Policy. Upon ST. MARY'S request, AFFILIATE shall provide data regarding TRAINEES' duty hours to the Program Director(s)."

3. Article VII, Term, shall be modified to extend the term of the Affiliation Agreement for an additional five (5) year period, ending September 30th, 2020.
4. Exhibit 3 shall be deleted in its entirety.
5. Except as provided herein, all remaining terms, conditions and provisions of the Affiliation Agreement are unchanged and unaffected by this First Amendment and shall continue in full force and effect.

The parties have executed this Second Amendment to Affiliation Agreement, as follows:

**THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA**

By: _____

Name: Catherine R. Lucey, MD

Title: Vice Dean for Education

Date: _____

**DIGNITY HEALTH D/B/A
ST. MARY'S MEDICAL CENTER**

By: _____

Name: _____

Title: _____

Date: _____

[Signature] MD
9/29/15

[Signature] MD
Director, Graduate Medical Education
St. Mary's Medical Center
7/22/2015

**FIRST AMENDMENT TO AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
CATHOLIC HEALTHCARE WEST
D/B/A
ST. MARY'S MEDICAL CENTER**

THIS FIRST AMENDMENT TO AFFILIATION AGREEMENT ("First Amendment") is made effective September 23, 2009, by and between The Regents of the University of California, a Constitutional corporation, on behalf of the University of California, San Francisco, SCHOOL OF MEDICINE (hereafter "SCHOOL"), and CATHOLIC HEALTHCARE WEST, a California nonprofit public benefit corporation, doing business as St. Mary's Medical Center and Saint Mary's Regional Medical Center (hereafter collectively referred to as "AFFILIATE").

WITNESSETH:

WHEREAS, SCHOOL and AFFILIATE entered into a certain Affiliation Agreement dated October 1, 2005 ("Agreement"); and

WHEREAS, SCHOOL and AFFILIATE wish to amend certain terms of the Agreement to provide for changes to the list of AFFILIATE site(s) under the Agreement, as more fully set forth below;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The following shall be added to the end of Section XXVII. Notices:

TO AFFILIATE:

Original to:	President Saint Mary's Regional Medical Center 235 West Sixth Street Reno, NV 89503	Copy to:	Vice President & Associate General Counsel CHW Legal Department – Sacramento Office 3400 Data Drive Rancho Cordova, CA 95670
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2. Exhibit 4 of the Agreement is deleted in its entirety and is replaced with the new Exhibit 4 attached hereto.

3. Except as set forth herein, all other terms of the Agreement, including the Attachment(s) thereto, shall remain valid, enforceable and unaffected by this First Amendment.

4. The individuals executing this First Amendment on behalf of the named parties represent and warrant that they are authorized to do so.

IN WITNESS WHEREOF, this First Amendment has been executed by and on behalf of the parties hereto.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA**

ST. MARY'S MEDICAL CENTER

SCHOOL

AFFILIATE

By: David M. Irby
David M. Irby, Ph.D.

By: Anna Cheung

Title: Vice Dean for Education
UCSF School of Medicine

Title: President, St. Mary's Medical Center

Date: 10/14/09

Date: 10/28/09

By: Michael J. Weiss

Title: President, Saint Mary's Regional
Medical Center

Date: 09/24/2009

**AFFILIATION AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
ST. MARY'S MEDICAL CENTER**

EXHIBIT 4

Whether or not listed below, this Agreement is intended to cover all AFFILIATE facilities, including but not limited to:

St. Mary's Medical Center and associated clinics.

Saint Mary's Regional Medical Center
235 West Sixth Street
Reno, NV 89503