

AGREEMENT FOR MEDICAL DIRECTOR AND PROFESSIONAL SERVICES
VENTURA COUNTY MEDICAL CENTER
NEONATAL INTENSIVE CARE UNIT (NICU)

This Agreement is made and entered by the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter sometimes referred to as COUNTY, including its Ventura County Health Care Agency (referred to collectively as “AGENCY”), and Pediatrix Medical Group of California, a Professional Corporation (“CONTRACTOR”), a duly formed California professional corporation.

This Agreement shall be effective September 1, 2023, and, subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, shall be for an initial period of twenty two (22) months, that is, until June 30, 2025. Then, unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the annual renewal date, and subject to receipt of all necessary budgetary approvals by the Ventura County Board of Supervisors, this Agreement shall then be extended for up to two (2) additional periods of one (1) year each.

FIRST
SERVICES TO BE RENDERED

AGENCY, as owner and operator of a general hospital known as Ventura County Medical Center with campuses in the cities of Ventura and Santa Paula, hereinafter collectively referred to as HOSPITAL, and its clinic system hereinafter referred to as AMBULATORY CARE, within which is a Neonatal Intensive Care Unit, hereinafter referred to as DEPARTMENT, hereby contracts for the professional services of CONTRACTOR. CONTRACTOR shall be designated as Neonatal Intensive Care Provider (NICU), and shall provide professional medical services under the direction of the HOSPITAL Chief Medical Director and HOSPITAL Chief Executive Officer. CONTRACTOR shall perform said work and functions at all times in strict accordance with currently approved methods and practices of his professional specialty.

CONTRACTOR may contract with or employ other physicians who shall assist CONTRACTOR, and who shall be bound by the terms of this Agreement by way of a subcontract or employment agreement between them and CONTRACTOR. Those who contract, subcontract or who shall so be employed shall hereinafter be referred to as “Participating Physicians,” shall be listed in Exhibit “A” to this Agreement, and are subject to prior approval by AGENCY. CONTRACTOR shall provide AGENCY with written notice of changes in the “Participating Physicians.”

CONTRACTOR shall have responsibilities as detailed in Attachment I, attached hereto.

SECOND
COMPENSATION OF CONTRACTOR

AGENCY shall compensate CONTRACTOR for services rendered to AGENCY under this Agreement as detailed in Attachment II, attached hereto. Upon termination of this Agreement, CONTRACTOR shall be entitled to compensation earned prior to the date of termination as

provided in this Agreement computed pro rata up to and including that date, and CONTRACTOR shall be entitled to no further compensation as of the date of termination. AGENCY shall have no obligation to pay invoices of CONTRACTOR that are not received within thirty (30) days from the date of termination of the Agreement.

THIRD PROPERTY RIGHTS OF THE PARTIES

All inventions, designs, improvements and discoveries made solely and exclusively by CONTRACTOR while providing services under this Agreement which may be patented or copyrighted shall be conclusively presumed by the parties to this Agreement to be the property of CONTRACTOR, and AGENCY equally.

FOURTH OBLIGATION OF AGENCY

During the term of this Agreement, AGENCY agrees:

1. Space - to provide necessary space for the performance of CONTRACTOR's professional duties.
2. Supplies - to provide reasonable and necessary supplies to the proper operation and conduct of services, and supply ordinary janitorial and in-house messenger service, and such utilities as may be required for the proper operation and conduct of CONTRACTOR's services.
3. Support Services - to provide reasonably necessary support personnel for the proper operation of medical services provided under this Agreement. AGENCY shall provide for accreditation surveys and quality control and survey programs.
4. Billing for Technical Component of Services Rendered - to bill and collect for all technical and facility fees rendered by AGENCY or its employees in the NICU, as appropriate.
5. The responsibilities of AGENCY under this Article 4 shall be subject to its discretion and usual purchasing practice, budget limitations and applicable laws and regulations.

FIFTH OBLIGATIONS OF CONTRACTOR

CONTRACTOR agrees to, at all times during the term of this Agreement:

1. Insurance Provisions:
 - a. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:

- i. Healthcare Professional Liability coverage in the minimum amount of \$1,000,000 per claim and \$3,000,000 per year subject to applicable aggregates. If such insurance is written on a claims-made form, it shall continue for eight (8) years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event a claims-made policy is canceled or non-renewed, CONTRACTOR shall obtain extended reporting (tail) coverage for the remainder of the eight (8) year period.
 - ii. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR rendering services under this Agreement in the minimum amount of \$1,000,000.
- b. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- c. CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement as it pertains to Workers' Compensation.
- d. Policies will not be canceled, non-renewed or reduced in scope of coverage until after prompt, advance written notice has been given to the COUNTY Risk Management Division.
- e. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the Effective Date:
 - i. Certificates of Insurance for all required coverage.
 - ii. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).

Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

- 2. Billing for Professional Component of Services Rendered: CONTRACTOR shall bill and collect for any professional services rendered by the CONTRACTOR's participating physicians pursuant to the terms of this Agreement. AGENCY neither has, nor desires to have, any interest in the billing or collection of professional fees by CONTRACTOR, and CONTRACTOR shall, at its own risk and responsibility, accept that responsibility. AGENCY makes no warranty or guarantee as to any fees which shall be obtained by CONTRACTOR. Professional services shall be billed and collected by CONTRACTOR in accordance with AGENCY billing practices and programs, applicable laws, customs, and professional practice.
- 3. License and Staff Membership – CONTRACTOR shall keep in full force and effect the unrestricted license of CONTRACTOR as a California physician surgeon with membership in good standing and unrestricted privileges on the Medical Staff of HOSPITAL.

CONTRACTOR shall notify the Medical Staff of HOSPITAL immediately of any changes.

4. Conduct on Premises – CONTRACTOR shall at all times abide by the HOSPITAL’s Code of Conduct and comply with Medical Staff bylaws, rules and regulations applicable department specific rules and regulations.
5. Conduct in Community – CONTRACTOR’s conduct shall, at all times, be with due regard to public conventions and morals. CONTRACTOR further agrees not to do or commit any acts that will reasonably tend to degrade it or bring it into public hatred, contempt or ridicule, or that will reasonably tend to shock or offend the community, or to prejudice AGENCY or the medical profession in general.
6. Return of Equipment and Supplies - On the termination of this Agreement or whenever requested by AGENCY, CONTRACTOR shall immediately deliver to AGENCY the equipment and supplies in its possession or under its control belonging to AGENCY in good condition, ordinary wear and tear and damages by any cause beyond the reasonable control of CONTRACTOR excepted.
7. Access to Records - Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, including the State of California, this Agreement and all books, documents, and records necessary to certify the nature and extent of the cost of these services. If CONTRACTOR carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.
8. Restrictions on Use or Disclosure of Protected Health Information - CONTRACTOR will not use or disclose protected health information other than as permitted or required by this Agreement or as required by law. For the purposes of this Section, “protected health information” means information transmitted or maintained in any medium that (1) relates to the past, present or future physical or mental health condition of an individual, the provision of health care to an individual, or the past, present or future payment for health care, and (2) either identifies the individual or reasonably could identify the individual.
 - a. Permitted Uses and Disclosures - CONTRACTOR may use or disclose protected health information only as follows: (1) for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR and (2) to provide data aggregation services to AGENCY. CONTRACTOR will document any disclosures of protected health information not permitted by law.
 - b. Safeguarding Protected Health Information - CONTRACTOR will use appropriate safeguards to prevent use or disclosure of protected health information, including electronic protected health information, other than as provided for by this Agreement, including ensuring that any agent, including a subcontractor, to whom CONTRACTOR provides protected health information received from, or created or received by,

CONTRACTOR on behalf of AGENCY agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. Such safeguards shall include compliance with the requirements of the HIPAA Security Rule (45 C.F.R. part 160 and part 164, subparts A and C), including the administrative, physical, and technical safeguards and documentation requirements set forth in 45 C.F.R. 164.308, 164.310, 164.312, and 164.316. CONTRACTOR shall, within two (2) calendar days of the discovery of such disclosure, report to AGENCY any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware, including any breach of unsecured protected health information, as required by 45 C.F.R. 164.410, and any Security Incident (as defined in 45 C.F.R. 164.304) of which CONTRACTOR becomes aware, and will, to the extent practicable, mitigate any harmful effect that is known to CONTRACTOR of a use or disclosure of protected health information in breach of the requirements of this Agreement. Notification to AGENCY will include the identity of each individual whose protected health information or unsecured protected health information was, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used or disclosed during the breach. At the termination of this Agreement, CONTRACTOR will return or destroy all protected health information created or received by CONTRACTOR on behalf of AGENCY and retain no copies of such information. If it is not feasible to return or destroy the protected health information, CONTRACTOR shall provide AGENCY notification of the conditions that make return or destruction infeasible and CONTRACTOR shall extend the protections set forth in Article 5, Section 7 of this Agreement to such protected health information and limit the use and disclosure of the protected health information to those purposes that make return or destruction infeasible. To the extent it later becomes feasible to return or destroy such protected health information, CONTRACTOR shall do so.

- c. Persons or Entities Allowed Access to Records - Except as otherwise prohibited by law, CONTRACTOR will allow an individual who is the subject of the protected health information to inspect and obtain a copy of protected health information and to receive an accounting of any disclosures of protected health information by CONTRACTOR occurring six (6) years prior to the date on which the accounting is requested. CONTRACTOR will make protected health information available to AGENCY for inspection, amendment and copying. CONTRACTOR will make his internal practices, books and records relating to the use and disclosure of protected health information available to the Secretary, U.S. Department of Health and Human Services, for purposes of determining CONTRACTOR's or AGENCY's compliance with 45 CFR Part 164.
- d. No Remuneration - Unless otherwise permitted by law and with the prior written consent of the AGENCY, CONTRACTOR shall not directly or indirectly receive remuneration in exchange for any protected health information concerning an individual unless CONTRACTOR obtains from the individual a valid authorization that includes a specification of whether the protected health information can be further exchanged for remuneration by CONTRACTOR.

- e. CONTRACTOR agrees that to the extent CONTRACTOR is to carry out one or more of AGENCY's obligations under Subpart E of 45 CFR Part 164, CONTRACTOR will comply with the requirements of Subpart E that apply to AGENCY in the performance of such obligations.
9. Treating Patients - CONTRACTOR will provide medical services to patients presented to him by AGENCY regardless of health and financial status. CONTRACTOR recognizes that AGENCY contracts with various medical insurance plans to provide medical services for plan members, and CONTRACTOR agrees to provide medical care for those patients on the same basis as CONTRACTOR provides medical care to other patients. CONTRACTOR agrees to cooperate with any quality review and improvement program involving AGENCY and a medical insurance plan with whom AGENCY has contracted.
 10. DEPARTMENT Performance - HOSPITAL retains professional and administrative responsibility for the services rendered. CONTRACTOR shall appraise the HOSPITAL administration of recommendations, for improvement, plans for implementation of such recommendations and continuing assessment of DEPARTMENT performance through dated and signed reports which shall be retained by the administration for follow-up action and evaluation of performance.
 11. Cooperation with Compliance Efforts of Hospital – CONTRACTOR agrees to cooperate with AGENCY as may be required for HOSPITAL to meet all requirements imposed on it by law or by the rules, regulations and standards of applicable federal, state or local agencies, the standards of the Joint Commission, any other agency that accredits HOSPITAL, and all public and private third party payers, including, without limitation, Medicare and Medi-Cal. CONTRACTOR has received HOSPITAL's Code of Conduct, agrees to abide by it, and will execute a certification to that effect. CONTRACTOR shall cooperate with all compliance-related activities of HOSPITAL which includes, without limitation, attending the appropriate compliance training sessions(s) and providing certification of attendance. Failure to adhere to this provision shall be considered a material breach and /or default under this Agreement.
 12. Representations and Warranties – CONTRACTOR represents and warrants that CONTRACTOR is not, and during the term of this Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program, (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs.
 13. CONTRACTOR shall notify AGENCY immediately if any event occurs which would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, AGENCY shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.

SIXTH TERMINATION

1. This Agreement shall terminate immediately upon the occurrence of any of the following:
 - a. The failure to cure within thirty (30) days of written notice a breach of duty by CONTRACTOR in the course of providing services under this Agreement.
 - b. The failure to cure within thirty (30) days of written notice any neglect by CONTRACTOR of duties under this Agreement.
 - c. The failure to cure within thirty (30) days of written notice a breach of the obligations of AGENCY to CONTRACTOR under this Agreement.
 - d. The termination or summary suspension of CONTRACTOR's membership and privileges on the Medical Staff of HOSPITAL.
 - e. By mutual consent of AGENCY and CONTRACTOR.
 - f. After the initial twelve (12) month period under this Agreement, upon ninety (90) days' notice from either party to the other party, with or without cause.
 - g. Upon mutual Agreement by AGENCY and CONTRACTOR that a change in laws or standards has arisen which prohibits or restricts the terms of this Agreement.
 - h. Upon AGENCY's determination of a material breach of Article 5, section 8 of this Agreement by CONTRACTOR.
2. Upon the termination of the Agreement for any reason, CONTRACTOR will be responsible for arranging for the smooth transition of duties to appropriate independent contractors and/or employees of HOSPITAL, assuring that patient care retains the highest standards of medical practice and ethics during the transition.
3. Upon termination of this Agreement, CONTRACTOR immediately shall deliver to HOSPITAL sole custody and exclusive use of its premises, equipment and supplies.

Termination of this Agreement shall not result in loss of Medical Staff privileges and membership of CONTRACTOR

SEVENTH GENERAL PROVISIONS

1. No Waiver - Failure by either party to insist upon strict performance of each and every term and condition and covenant of this Agreement shall not be deemed a waiver of or a relinquishment of their respective rights to enforce any term, condition or covenant.

2. Containment of Entire Agreement Herein - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to AGENCY and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, other than as set forth herein, have been made by any party, or anyone acting on behalf of any party to be charged.
3. Notices - Notices to be given by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, with return receipt requested. Mailed notices shall be addressed to AGENCY by addressing and delivering such notices to the HOSPITAL Chief Executive Officer, Ventura County Medical Center, 300 Hillmont Avenue, Ventura, CA 93003, and to CONTRACTOR at the address listed in this Agreement. Each party may change its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing.
4. Partial Invalidity - If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. Law Governing Agreement - This Agreement shall be governed and construed in accordance with the laws of the State of California.
6. Compliance with Laws and Regulations - All parties to this Agreement shall comply with all applicable laws and regulations. Specifically, but without limiting the generality of the foregoing, there is no intention on behalf of AGENCY in connection with this Agreement or otherwise to induce or to influence referrals by or from CONTRACTOR. In dealing with patients and in connection with any patient referrals or HOSPITAL admissions CONTRACTOR may make, CONTRACTOR is expected and required to act in accordance with the highest professional and ethical standards, in accordance with applicable laws, and in the best interests of the patient. Neither the compensation paid pursuant to this Agreement, nor any other consideration or remuneration to CONTRACTOR or otherwise, or to any member of CONTRACTOR's family, currently or in the future, is or will be based on any expectation of referrals, or on CONTRACTOR making or not making referrals to any particular person, entity or facility.
7. Preparation of Agreement through Negotiation - It is agreed and understood by the parties hereto that this Agreement has been arrived at through negotiation and that neither party is to be deemed to be the party which prepared this Agreement within the meaning of Civil Code section 1654.
8. Independent Status of CONTRACTOR - In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that CONTRACTOR is at all times acting as an independent contractor. Except as otherwise provided herein, neither AGENCY nor HOSPITAL shall have any control over the method by which

CONTRACTOR shall give these services, provided, however, that CONTRACTOR shall perform the obligations and responsibilities hereunder and function at all times in accordance with approved methods of practice and in accordance with the rules and regulations promulgated by HOSPITAL's Medical Staff. During the term of this Agreement, AGENCY may, without breaching this Agreement or any duty owed to CONTRACTOR, contract with other individuals and entities to render the same or similar services as CONTRACTOR. Further, during the term of this Agreement, CONTRACTOR may, independent of its relationship with AGENCY, and without breaching this Agreement or any duty owed to AGENCY, contract with other individuals and entities to render the same or similar services as are rendered hereunder to AGENCY, provided that such other contract does not interfere with CONTRACTOR's rendering of the services contracted for under this Agreement.

9. Subcontracts by CONTRACTOR - If in the performance of this Agreement, CONTRACTOR chooses to associate, subcontract with, or employ any third person in carrying out the responsibilities of this Agreement, any such third person shall be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of association, subcontract or employment or requirements of law shall be determined by CONTRACTOR, and AGENCY shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither CONTRACTOR nor any such person shall have any claim under this Agreement or otherwise against AGENCY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.
10. Hold Harmless by CONTRACTOR - CONTRACTOR agrees to hold AGENCY harmless from any and all claims that may be made against AGENCY based upon any contention by any third party that an employer employee relationship exists by reason of this Agreement. AGENCY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. CONTRACTOR shall be solely responsible for payment of his income taxes and the state and federal withholdings of his employees. CONTRACTOR does not assign such obligation to the AGENCY for collection or administration except as may be required by federal and state statutes. CONTRACTOR further agrees to hold AGENCY harmless from and to compensate AGENCY for any claims against AGENCY for payment of state or federal income or other tax obligations relating to CONTRACTOR's compensation under the terms of this Agreement. The foregoing hold harmless provisions would not apply with respect to a penalty, if any, imposed by any governmental agency without the fault of, or being caused by, CONTRACTOR.
11. Hold Harmless by AGENCY - Should CONTRACTOR be sued based upon actions of AGENCY, through no fault of and not due to actions of CONTRACTOR, or of CONTRACTOR's subcontractor, employees, or agents, AGENCY shall indemnify, defend and hold harmless CONTRACTOR, its shareholders, officers, directors, employees, agents, and subcontractors from any loss, cost, damage, expense or liability which may arise from any such suit.

12. Provision of Satisfactory Service- It is understood and agreed that CONTRACTOR is to assure that the work and services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner and in accordance with all applicable laws and community standards. Any person acting pursuant to this Agreement must at all times be properly authorized in accordance with the bylaws, rules and regulations promulgated by HOSPITAL's Medical Staff, as applicable, and nothing in this Agreement affects or limits in any way the application or implementation of those bylaws, rules and regulations.
13. Dispute Resolution - The parties agree that disputes between them as to the interpretation of this Agreement shall be subject to the following procedures:
- a. The aggrieved party shall notify the other party (i.e., the responding party), in writing in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. The responding party shall respond to the writing within a reasonable time, or two (2) weeks, whichever is lesser;
 - b. If the dispute involves another department in AGENCY, each of the parties shall consult with the appropriate members of said department and provide for input from said members so as to facilitate a complete discussion and proposed solution(s) of the problem(s);
 - c. If the parties are unable to reach a resolution of the problem within a reasonable time, not to exceed sixty (60) days, unless a longer time is agreed to by CONTRACTOR and AGENCY, the matter shall be submitted to a resolution committee comprised of one (1) person from the Medical Executive Committee of the medical staff chosen by CONTRACTOR, one (1) person chosen by AGENCY, and a third person mutually chosen by the first two, or if they are unable to agree, a third person designated by the presiding judge of the Ventura County Superior Court;
 - d. Each party shall bear its own attorney's fees and legal expenses related to any action involving this Agreement.
14. Confidentiality - In providing services pursuant to this Agreement, CONTRACTOR may obtain or have access to certain information and/or material which is properly confidential, and which has not been publicly released by AGENCY. CONTRACTOR shall maintain confidentiality with respect to all such information and/or material and shall not disclose such information and/or material to any third party other than as necessary in connection with providing services under this Agreement or as may be otherwise legally required. Any disclosure shall be limited to the extent necessary and shall be accompanied by limitations or restrictions to preclude further disclosure and to preserve confidentiality to the extent reasonable and permitted under applicable law.
15. Administration of Agreement - This Agreement shall be administered on behalf of AGENCY by the AGENCY Director or his designee.
16. Documentation by Contractor - CONTRACTOR shall prepare and submit via the AGENCY

electronic health record system invoices for services, and other documents required by AGENCY and any third party payer, including, but not limited to, Medicare and Medi-Cal, for the remuneration of CONTRACTOR's services within ten (10) days of the provision of the services by CONTRACTOR. Such documentation shall be accurate and legible. CONTRACTOR acknowledges that AGENCY will rely upon this documentation in billing third party payers for their services.

17. Use of Terms in this Document – Where appropriate in the context, the use of the singular in this Agreement shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or the neuter.
18. Corporate Status of CONTRACTOR – If CONTRACTOR is a corporation, where appropriate in the context, references to “CONTRACTOR” in this Agreement shall be deemed to mean or include CONTRACTOR's physician employee who is to perform the medical services contracted for under this Agreement.
19. Counterparts - This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates written below:

CONTRACTOR:

Dated: _____

By: _____

Nanette Sanders- Signatory
On Behalf of Pediatrix Medical Group of
California, a Professional Corporation
CONTRACTOR

Address: Pediatrix Medical Group of California, a
Professional Corporation
4281 Katella Avenue
Suite, 223
Los Alamitos CA 90720
Attn: Market President
E-mail: LegalNotice@mednax.com

With Copy to:

Pediatrix Medical Group of California, a
Professional Corporation
1301 Concord Terrace
Sunrise, Florida 33323
Attn: Mary Ann E. Moore, EVP, General
Counsel
E-mail Address: maryann.moore@pediatrix.com

With an electronic copy to:
LegalNotice@pediatrix.com

Tax ID # _____

AGENCY:

Dated: _____

By: _____

HCA Director or Designee

EXHIBIT A
PARTICIPATING PHYSICIANS
Effective September 1, 2023

To be hired.

ATTACHMENT I
RESPONSIBILITY OF CONTRACTOR

CONTRACTOR shall be responsible for the management and professional supervision of the Neonatal Intensive Care Unit (NICU) in cooperation with HOSPITAL.

I. DIRECTOR, NEONATAL INTENSIVE CARE UNIT:

1. AGENCY shall appoint Physician to be hire. as Medical Director, NICU Services. The Medical Director, NICU Service shall be responsible for management, professional supervision, and regulatory documentation and compliance of NICU. HOSPITAL reserves the right to remove and appoint the Medical Director, NICU Services at the discretion of the HOSPITAL Chief Medical Director. As Director, CONTRACTOR shall have the following responsibilities:
2. Administrative Services: Physician to be hire as Medical Director, NICU Services, shall have, among other duties as shall be mutually agreed, the following responsibilities:
 - a. Strategic Vision: Establish the vision and strategic goals, both on a short and long term basis of the DEPARTMENT in line with the overall vision of AGENCY.
 - b. Quality and Safety:
 - i) Work with the HOSPITAL Chief Executive Officer and HOSPITAL Chief Medical Director on measuring, assessing and improving quality and patient safety in collaboration with the Inpatient and Outpatient Quality Departments, including helping to identify and carry out performance improvement, encouraging best practices, supporting bundled care initiatives and developing clinical practice guidelines.
 - ii) Coordinate with other HOSPITAL departments regarding initiatives that are interdepartmental (early identification of neonatal sepsis, review of surgical outcomes, SSI collaborative, throughput initiative).
 - c. Resource Allocation and Oversight:
 - i) Work with the HOSPITAL Chief Executive Officer and HOSPITAL Chief Medical Director on resource allocation including staffing, space, capital equipment investment, supplies, medications and other resources to meet patient needs.
 - ii) Respond to resource shortages to ensure safe and effective care for all patients.

II. NICU ADMINISTRATIVE DUTIES:

1. CONTRACTOR shall be responsible for Participating in the management and professional supervision of the NICU program at HOSPITAL. This includes, but is not limited to, the following responsibilities:
 - a. Review of all NICU policies, procedures, and guidelines.
 - b. Review of NICU emergency equipment.
 - c. Coordination with NICU nursing leadership on collaborative care, recruitment, on-boarding and training, including delivery room resuscitation and stabilization.
 - d. Coordination with NICU respiratory therapy leadership on collaborative care and training, including delivery room resuscitation and stabilization.
 - e. Outreach efforts to regional stakeholders, including obstetricians, maternal-fetal medicine specialists, pediatricians, and family physicians at local hospitals.
 - f. Participation in licensing survey, application process and on-site review.
 - g. As members of HOSPITAL's Medical Staff, Attending Physicians shall participate in peer review related to the Neonatal Department as a whole.
 - h. Appoint a Medical Director of NICU services ("NICU Medical Director"), who is board certified in neonatal and perinatal medicine by the American Board of Pediatrics and has a minimum of three (3) years of experience working in a NICU prior to appointment, and who shall devote at least twenty (20) hours per month on average to the duties of NICU Medical Director. These shall include, but not be limited to:
 - i. Enhancing and expanding HOSPITAL's NICU service capability.
 - ii. Assisting with improving patient flow through timely assessment and treatment.
 - iii. Developing policies and procedures to enhance patient safety and care outcomes.
 - iv. Improving patient, physician, and staff satisfaction.
 - v. Participating in relevant committees, work groups and quality assurance performance improvement (QAPI) efforts related to neonatal intensive care services.
 - vi. Participating in marketing, medical community education and promotional initiatives undertaken by HOSPITAL related to neonatal intensive care services.
 - i. Support HOSPITAL efforts toward maintaining community level California Children's Services NICU designation and neonatal surgical designation.

- j. Assist HOSPITAL in complying with all Joint Commission, California Children’s Services, and State of California standards applicable to neonatal intensive care services.

III. COVERAGE OF NICU SERVICES:

1. CONTRACTOR shall provide the neonatal intensive critical care services described below to HOSPITAL 24 hours a day, 7 days per week, 365 days per year basis:
 - a. Assure adequate and appropriate on-call physician coverage by a neonatal perinatal medicine, 24 hours a day, 7 days per week, 365 days per year.
 - b. Attend daily to NICU patients and be available on a 24 hour a day basis to provide consultation at the request of members of the HOSPITAL Medical Staff and for outside facilities looking to transfer patients to HOSPITAL.
 - c. Coordinate transportation of patients requiring a higher level of care than can be supported at HOSPITAL with the assistance of HOSPITAL’s staff.
 - d. Provide neonatal-perinatal medicine care consultations for neonatal patients on other services within HOSPITAL at the request of other HOSPITAL Medical Staff members.
 - e. Act as a consultant for all Level 1 neonatal trauma patients (aged 2 months and under) and any Level II trauma patients requiring NICU admission upon notification by and discussion of the case with HOSPITAL’s trauma service physician.

IV. GENERAL PROVISIONS:

1. CONTRACTOR shall cooperate with and assist other members of the Medical Staff of HOSPITAL in preparation of manuscripts for publication and use CONTRACTOR’s best efforts to enhance the reputation of the Medical Staff in the field of unusual or interesting studies made in its service. Such work or other research projects shall have the prior approval of the HOSPITAL Chief Executive Officer and HOSPITAL Chief Medical Director.
2. CONTRACTOR’s time will be allocated in approximately the following manner:

| | Director | Attending Physicians |
|-------------------------|----------|----------------------|
| Administrative Services | 15% | 0% |
| Patient Services | 75% | 95% |
| Research | 0% | 0% |
| Teaching | 10% | 5% |
| Total | 100% | 100% |

CONTRACTOR will maintain, report and retain time records, in accordance with the requirements of federal and state laws, as specified by AGENCY. In particular, CONTRACTOR shall report on a monthly basis the specific hours of service provided to AGENCY for a selected one (1) week period during that month. The allocation of CONTRACTOR's time may be modified at any time at the discretion of the HOSPITAL Chief Medical Director.

3. CONTRACTOR agrees to treat patients without regard to patient's race, ethnicity, religion, national origin, citizenship, age, sex, preexisting medical condition, status or ability to pay for medical services, except to the extent that a circumstance such as age, sex, preexisting medical condition or physical or mental handicap is medically significant to the provision of appropriate medical care to the patient.
4. CONTRACTOR shall comply with the policies, rules and regulations of AGENCY subject to the state and federal laws covering the practice of medicine, and shall comply with all applicable provisions of law relating to licensing and regulation of physicians and hospitals. CONTRACTOR shall comply with all the requirements of The Joint Commission, including but not limited to appropriate clinical practice as detailed in its Measures and Patient Safety Goals.

By this Agreement, AGENCY contracts for the services of CONTRACTOR as physician, and CONTRACTOR may not substitute service by another physician without written approval of the Chief Medical Director of HOSPITAL.

ATTACHMENT II
COMPENSATION OF CONTRACTOR

1. Base Fee:

- a. Effective September 1, 2023, through August 31, 2024, CONTRACTOR shall be paid the sum of eighty-seven thousand five hundred dollars (\$87,500) per month (“BASE FEE”) for those professional services described in Attachment I, Section II and III. CONTRACTOR shall invoice the BASE FEE by the fifth (5th) of the month following the month such services are provided, and such invoice shall be paid within thirty (30) days of receipt thereof. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I or in the event of partial months worked, the fee shall be prorated accordingly. The maximum amount to be paid under this paragraph for the period of September 1, 2023, through June 30, 2024 is eight hundred seventy five thousand dollars (\$875,000) and for the period of July 1, 2024, through August 31, 2024 is one hundred seventy five thousand dollars (\$175,000) for a total of one million fifty thousand dollars (\$1,050,000) for the first contract year.
 - b. Effective September 1, 2024, through June 30, 2025, and thereafter, CONTRACTOR shall be paid the sum of fifty-nine thousand one hundred sixty-seven dollars (\$59,167) per month (“BASE FEE”) for those professional services described in Attachment I, Section II and III. CONTRACTOR shall invoice the BASE FEE by the fifth (5th) of the month following the month such services are provided, and such invoice shall be paid within thirty (30) days of receipt thereof. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice. If fewer services are provided than described in Attachment I or in the event of partial months worked, the fee shall be prorated accordingly. The maximum amount to be paid under this paragraph for the period of September 1, 2024, through June 30, 2025, is five hundred ninety one thousand six hundred sixty seven dollars (\$591,667) and is seven hundred ten thousand dollars (\$710,000) per any fiscal year thereafter.
2. Director of NICU: CONTRACTOR shall be paid two thousand dollars (\$2,000) per month for the administrative duties as Medical Director, NICU Services outlined in Attachment I, Section I. CONTRACTOR shall track and prepare a monthly detailed summary of activities performed to include time spent, inclusive of meetings, charts reviews, education and training, and other activities as applicable. Details relevant to tasks performed shall be reviewed and approved by the HOSPITAL Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer on a monthly basis and attached to the monthly invoice.

The maximum amount to be paid under this paragraph for the period of September 1, 2023, through June 30, 2025, is forty-four thousand dollars (\$44,000) and is twenty-four thousand dollars (\$24,000) per any fiscal year thereafter.

3. Quality Measures: CONTRACTOR shall receive additional compensation of six thousand five hundred dollars (\$6,500) per quarter for activities and achievement of the following metrics to be approved by HOSPITAL's Chief Medical Director or HOSPITAL Associate Chief Medical Officer or HOSPITAL Chief Executive Officer. The maximum amount to be paid under this paragraph for the period of September 1, 2023, through June 30, 2025 is forty-seven thousand six hundred sixty-seven dollars (\$47,667) and is twenty-six thousand dollars (\$26,000) per any fiscal year thereafter. This amount shall be pro-rated for partial quarters. Compensation shall be paid on a quarterly basis within thirty (30) calendar days of AGENCY's receipt of CONTRACTOR's invoice for quality measures achieved in the previous quarter.
 - a. The Medical Director of NICU or designee shall lead no fewer than two (2) multi-disciplinary operational meetings per quarter with Neonatal Intensive Care staff including, but not limited to, nursing staff, respiratory therapy, nutritional services, pharmacy services and social services. The minutes of such meetings shall be submitted quarterly to demonstrate compliance with said measure.
 - b. The Medical Director of NICU or designee shall meet at least quarterly with the QAPI Department to review quality metrics related to patient care. Such metrics may include, but are not limited to, neonatal sepsis rates, outcomes of neonatal surgery, central line associated blood stream infections (CLABSI) rates, catheter associated urinary tract infections (CAUTI) rates, and ventilator associated pneumonia (VAP) rates. Areas where there is opportunity for improvement will be identified, and a written plan for correction and monitoring will be presented to the Inpatient Quality Medical Director or HOSPITAL Medical Director on a quarterly basis.
4. The compensation specified above shall constitute the full and total compensation for all services due and payable by AGENCY for services, including without limitation, administrative, teaching, research, if required under this Agreement, and professional, to be rendered by CONTRACTOR pursuant to this Agreement. It is agreed that compensation is predicated upon CONTRACTOR providing services as provided in Attachment I and that failure to provide these services will result in a proportionate reduction in compensation paid under this Agreement.
5. To receive payments, CONTRACTOR must submit an invoice, within thirty (30) days of provision of service, to AGENCY. The invoice must set forth the date of service, description of services, number of hours, hourly rate, total amounts due for the month, name, address, taxpayer identification number, and signature. Invoices received more than thirty (30) days after the provision of service may be denied by AGENCY as late. AGENCY shall pay the compensation due pursuant to the invoice within thirty (30) days after receipt of a timely invoice.
6. If CONTRACTOR is under suspension from the Medical Staff at HOSPITAL at the time payment is due, or if CONTRACTOR has not fully completed the proper documentation of

the services provided, according to the bylaws and the rules and regulations of the Medical Staff of HOSPITAL, then payment may be withheld until the suspension(s) are lifted, the documentation completed, or payment is authorized by the HOSPITAL Chief Executive Officer or Chief Medical Director of HOSPITAL. AGENCY shall pay no interest on any payment which has been withheld in this manner.

7. Should AGENCY discover an overpayment made to CONTRACTOR, the overpayment amount shall be deducted from future payments due to CONTRACTOR under this Agreement until the full amount is recovered. Should deduction from future payments not be possible, CONTRACTOR shall repay any overpayment not deducted within thirty (30) days of demand by AGENCY.
8. The total maximum amount to be paid under this agreement for the period of September 1, 2023, through June 30, 2025, is one million seven hundred thirty-three thousand three hundred thirty-four dollars (\$1,733,334) and seven hundred sixty thousand dollars (\$760,000) for any fiscal year thereafter.