

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 1830
Los Angeles, CA 90024-6302
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
630 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: Julie Sprunzel, MD
Date: 2/15/2019

ENTITY

[Signature]
Date: 2/15/2019
Eva M. Gazler, M.D., M.B.A., President, UCLA Faculty Practice Group

UCLA

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

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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
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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] |

Part III

**EMERGENCY DEPARTMENT COVERAGE AGREEMENT (ENTITY)
COMPENSATION TERMS AND CONDITIONS**

I 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.