

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-11080

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Glass Mountain Emergency Physicians Medical Group, Inc.

2. The term of this Agreement is:

START DATE

4/10/2020

THROUGH END DATE

10/10/2020

3. The maximum amount of this Agreement is:

\$15,000,000.00

Fifteen Million Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Attachment 1	Agreement and Exhibits A,B,C,D, and E	28
+		
-		

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Glass Mountain Emergency Physicians Medical Group, Inc.

CONTRACTOR BUSINESS ADDRESS

1001 Galaxy Way, Suite 400

CITY

Concord

STATE

CA

ZIP

94520

PRINTED NAME OF PERSON SIGNING

Mitesh Patel

TITLE

Assistant Secretary

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/9/2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1615 Capitol Ave

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

4/9/20

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

PCC 1102

Executive Order N-25-20-COVID-19

## **HOSPITAL-BASED PHYSICIAN SERVICES AGREEMENT**

This Hospital-Based Physician Services Agreement ("Agreement") is made and entered into effective as of **April 10, 2020** ("Effective Date") by and between the **California Department of Public Health ("CDPH")**, and **Glass Mountain Emergency Physicians Medical Group, Inc.**, a California professional limited liability company ("Medical Group"), collectively referred to as Parties from time-to-time.

### **RECITALS**

WHEREAS, California is facing a pandemic arising from the spread of the novel coronavirus (COVID-19), including an anticipated surge in the number of people in California who are infected and have COVID-19 (the "Pandemic"); and

WHEREAS, the State of California, through CDPH, leased a general acute care hospital located at 2131 W. 3rd Street, Los Angeles, California, 90057 known as St. Vincent Medical Center (the "Hospital") in which there exists a Internal Medicine Department and Intensive Care Unit (the "Department" or "Departments"), from Verity Health System of California, Inc. ("VHS"), in order to expand the State's capacity to respond to the Pandemic and to provide health care services to patients with COVID-19; and

WHEREAS, the Hospital will serve as a referral hospital receiving patients referred and transported by the County of Los Angeles, such that the Hospital will provide inpatient health care services only for patients being tested, monitored, or treated for COVID-19 (the "COVID Services"). CDPH finds that this Agreement and all of its terms are necessary in order to give effect to California Governor Gavin Newsom's Emergency Proclamation issued March 4, 2020, and subsequent Executive Orders related to the state's response to the COVID-19 State of Emergency including but not limited to EO-N-25-20 issued March 12, 2020; and

WHEREAS, pursuant to that certain Management Agreement dated March 31, 2020 between the CDPH, Kaiser Foundation Hospital ("KFH"), Dignity Health ("Dignity") and Los Angeles County Department of Health Services ("LA County DHS") ("Management Agreement"), CDPH is authorized to staff the Hospital premises with qualified Licensed Healthcare Staff consisting of licensed practitioners (including physicians) and other advanced practice providers (collectively "Licensed Healthcare Staff"); and

WHEREAS, Medical Group is a duly organized professional corporation in good standing with the Secretary of State of the State of California, and Medical Group is engaged in the practice of medicine through the use of its independent contractors or subcontractors, each of whom is, and shall remain during the term of this Agreement, a physician duly licensed to practice medicine in California and is in good standing with the California Board of Medicine, (hereinafter referred to individually as "Physician" and collectively, as "Physicians") and Medical Group utilizes Advanced Practice Clinicians ("APCs") in connection with the provision of professional medical services; and

WHEREAS, the CDPH has determined that the engagement of Medical Group to be a provider of Hospitalist and Intensivist services to Hospital patients will enhance patient care and promote the proper and efficient administration of Hospital by improving its organization,

standardizing procedures, promoting accountability, supervising the rendering of services, containing costs, improving efficiency, promoting better scheduling, promoting coordination and cooperation among physicians and personnel, and ensuring the availability of professional services, in a nondiscriminatory manner, to all Hospital patients; and

WHEREAS, Medical Group is willing to enter into this Agreement with CDPH and to provide professional medical services of the highest quality to Department patients; and

WHEREAS, the Parties desire to provide a full statement of their agreement by which Medical Group will provide professional medical services to Department patients;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

## ARTICLE I: MEDICAL SERVICES

1.1 Medical Services. Medical Group, through its Physicians and APCs, shall provide Medical Services, as described in Exhibit B, as required by the Hospital ("Medical Services"). The Department shall be staffed by Physician subcontractors and APCs of the Medical Group. Such Medical Services shall include consultation and support service to members of the Medical Staff and Physician and APC coverage for the Department, on a twenty-four hour basis, seven days per week. The Medical Group shall provide adequate Physician and APC coverage twenty-four hours per day, seven days per week, to meet the needs of the Hospital, its patients and its Medical Staff, and to satisfy the accreditation standards of The Joint Commission or such other national healthcare accrediting agency by which Hospital is accredited during the term of this Agreement.

1.1.1 Physician and APC Qualifications. The Department shall be staffed by Physician independent contractors or subcontractors and employed APCs of the Medical Group who have been granted clinical privileges in accordance with the applicable Governing Policies of the Hospital and otherwise meet the qualifications as set forth in Section 1.7, below.

1.1.2 The term "Governing Policies" typically refers to the Hospital's Medical Staff Bylaws and Medical Staff Rules and Regulations. Due to the emergent nature surrounding the reopening of Hospital, the term "Governing Policies" shall now refer to those such rules, regulations and policies developed by the Field Hospital Administrators (the "Hospital Administrators"), as authorized by the Management Agreement (collectively referred to hereinafter as the "Governing Policies").

1.1.3. Supervision of Support Staff. In addition to Medical Services, Medical Group shall supervise the APCs, including, without limitation, physician assistants, nurse practitioners and other licensed physician extenders, who provide patient care services within the Department in a manner that is in compliance with the Governing Policies.

1.1.4. Director of Department and Coordination of Services. Medical Group shall appoint, subject to the prior approval of the Hospital Administrators, a physician to serve as

Medical Director of the Department ("Director") and shall cause the Director to perform such duties as may reasonably be assigned to Director by Hospital Administrators while this Agreement is in effect (the "Directorship Services"). The Director shall serve as the primary contact person for all management, day-to-day, scheduling and clinical matters in the Department. If, during the Initial Term of this Agreement or any Term Extension, a Director is unwilling or unable to continue to serve as Director, the Group may appoint another physician to serve as Director. The Director shall meet the qualifications applicable to the physicians and provided in this Agreement and shall continue to meet such qualifications at all times during the Initial Term of any Term Extension of this Agreement. Additionally, Director shall comply with the same duties, obligations, qualifications, representations and warranties applicable to Physicians hereunder.

1.1.4.1. Left intentionally blank.

1.1.4.2. The Director shall supervise the operation of the Department and the provision of the Medical Services using the premises of the Hospital solely for the conduct of the Services herein. The Director shall supervise and coordinate the provision of the Medical Services and the operation of the Department in conjunction with the applicable committees of Hospital's Medical Staff and administrative personnel. The Director shall supervise and manage utilization of the Services, relations with the Hospital's Medical Staff and such other aspects of the Medical Services and the Department as CDPH or Hospital Administrators determine to be in the best interest of the Hospital in delivering quality patient care.

1.1.4.3. Reserved.

1.2. Coverage. Medical Group shall ensure that the Medical Services required under this Agreement are available twenty-four hours per day, seven days per week, including weekends and holidays, and that such services shall be provided in accordance with all applicable Governing Policies.

1.2.1. Physician Scheduling. Medical Group shall prepare and provide to Hospital Administrators schedules showing the dates, times and names of the Physicians and APCs who will be available to provide the services under this Agreement.

1.3. Compensation. Compensation for the Medical Services shall be in accordance with Exhibit C hereto.

1.4. Retention of Physicians. Medical Group shall be responsible for ensuring that all Physicians act in accordance with the provisions of this Agreement, and in accordance with the Governing Policies.

1.5. Reserved

1.6. Assignment of Duties. Nothing contained in this Agreement shall be construed to permit delegation or assignment by Medical Group of any duties or obligations under this Agreement to any person other than to the Physicians and the APCs.

1.7. Qualifications. Medical Group shall ensure that throughout the Term of this Agreement, each Physician and APC who provides Medical Services pursuant to this Agreement

is duly licensed and authorized to practice their profession in the State of California, and, as required pursuant to Section 1.8, below, or, if required, by the Governing Policies.

1.7.1. Medical Group additionally represents and warrants that as of the Date of this Agreement and throughout the Term (i) each Physician's license to practice medicine in the State of California, or in any other jurisdiction, is not denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way; (ii) each Physician's medical staff privileges at any health care facility are not denied, suspended, revoked, terminated, involuntarily or voluntarily relinquished under threat of disciplinary action, or made subject to terms of probation or any other restriction; and (iii) each Physician is eligible to participate in government-sponsored healthcare reimbursement programs, including the Medicare and Medicaid programs, and all third party payors designated by Hospital Administrators.

1.8. Clinical Privileges. As of the Contract Date, all Physicians providing Medical Services hereunder shall obtain such clinical privileges as are necessary to provide Medical Services in the Department, and shall be approved by Hospital Administrators in accordance with the applicable Governing Policies prior to providing such coverage and Medical Services at the Hospital. However, due to the short start-up window prior to Medical Group's commencement of services, Hospital Administrators agree to approve temporary immediate clinical disaster privileges ("Disaster Privileges").

1.9. Space. CDPH shall furnish, for the use of Medical Group, physical space reasonably required, in CDPH's judgment, for the proper provision of Medical Services. Medical Group shall use such premises at the Facilities, on a nonexclusive basis, solely for the purpose of performing Medical Services hereunder including the provision of administrative services necessary for the provision of Medical Services, and not for the private practice of medicine that is unrelated to the services contemplated by this Agreement.

1.10. Equipment and Supplies. CDPH shall furnish, for the use of Medical Group, the equipment and medical supplies reasonably required for the proper operation and conduct of the Medical Services. CDPH, as delegated in the Management Agreement dated March 31, 2020, shall consult with Medical Group concerning proposals for new equipment, upgrades or enhancements. In addition, CDPH shall keep and maintain all equipment in good working order and repair, and shall replace any equipment or part thereof that becomes worn out or obsolete, subject to the availability of appropriate funds therefor and the applicable laws relating thereto.

1.11. Non-Clinical Operational Services. CDPH, as delegated in the Management Agreement dated March 31, 2020, shall furnish ordinary janitor, photocopying, telephones, intercoms, laundry, gas, water, heat, electricity for light and power as may be reasonably required for Medical Group to provide its services hereunder.

1.12. Personnel. All Non Physician Providers ("NPPs") (with the exception of those Advanced Practice Clinicians ("APCs") who must be credentialed as outlined above to provide professional services at the Hospital and who are employed and supervised by Medical Group) and Departmental administrative staff working in support of the Medical Services, including without limitation nurses, technologists and receptionists, on behalf of CDPH shall be employed by or under contract to CDPH. All such persons shall be properly trained for their respective tasks

and licensed as may be required by law. The selection, scheduling, staffing and retention of such personnel shall be made by CDPH, as delegated in the Management Agreement dated March 31, 2020, in accordance with the Governing Policies then in effect, in consultation with the Departmental Director to ensure appropriate staffing for anticipated patient volumes.

1.13. Independent Contractors. In the performance of its services under this Agreement, Medical Group and the Physicians are at all times acting and performing as independent contractors with, and not as employees, joint venturers or lessees of CDPH. CDPH shall neither have nor exercise any control or direction over the methods by which Medical Group or the Physicians shall perform their services. The sole interest of CDPH is to ensure that such services are appropriately and adequately provided at all times, and are performed in a competent, efficient and satisfactory manner. All applicable provisions of law and rules and regulations of any and all governmental authorities relating to licensing and regulating of Medical Group or the Hospital or to the provision of services by the Physicians shall be fully complied with by the respective parties hereto.

1.14. Hospital Patient Records. CDPH shall own and maintain, in accordance with applicable laws and regulations, any and all patient charts and records and all other documents (whether maintained electronically through Hospital's EMR system or maintained in paper copy by Hospital) related to the Medical Services provided or arranged for by Medical Group and rendered to or on behalf of patients; provided, however, that Medical Group may create and maintain its own set of medical records relating to the Medical Services so provided. Medical Group shall have reasonable access to all of Hospital's patient charts and records and documents relating to Patients during the Term, including without limitation for the defense of any medical malpractice action brought against the Medical Group or any of its Physicians; and Medical Group shall be entitled to copies of all such patient charts and records, at Medical Group's sole cost, upon the expiration or after termination of this Agreement, so long as Medical Group agrees to maintain the confidentiality of such patient charts and records as required by the Governing Policies including without limitation the Health Insurance Portability and Accountability Act of 1996 (hereafter sometimes "HIPAA") as amended, and implementing regulations, as identified in detail in connection with the Confidentiality obligations of the parties in Section 4.5, or as otherwise required by law. Medical Group shall prepare and maintain such patient charts and records accurately and completely in such form and manner as Governing Policies and/or applicable law may require from time to time.

1.14.1 Reserved.

1.15. Reserved.

## **ARTICLE II: BILLING AND COMPENSATION**

2.1. Billing for Hospital and Professional Services. CDPH shall be responsible for, and solely entitled to, the billing and collection of all charges for hospital and professional services rendered to Hospital patients. Medical Group shall not bill any patient or patient's responsible payor, or cause to be billed, fees for any hospital or professional services.

2.2. Professional Medical Services. Medical Services provided by the Physicians hereunder shall constitute professional medical services to the extent that such services:

- (a) Are personally furnished to or on behalf of a patient by a Physician or APC;
- (b) Ordinarily require performance by a Physician or APC working in or through an intensive care unit; and
- (c) Contribute directly to the diagnosis or treatment of a Hospital patient.

2.3. Reserved.

2.5. Records and Reports. Medical Group shall provide or cause to be provided to CDPH all records and reports requested by CDPH. Medical Group's records relating to services performed hereunder shall be available to CDPH upon request. Medical Group shall also promptly submit to CDPH medical records administrator and/or the patient's private physician written reports of all examinations, treatments and procedures performed pursuant to this Agreement. Medical Group shall use the medical records, report forms and reporting systems provided by the Department and Hospital. Medical Group shall use best efforts to ensure that all medical records and reports are timely completed by Medical Group's physicians, which generally shall mean completion and signature within 24 hours from the end of an episode of care. Medical Group agrees that all records and reports required by this Section shall be the exclusive personal property of CDPH, and that CDPH is the custodian of the original records and reports.

2.6. Reserved.

2.6.1. Reserved.

2.7. Reserved

2.8. Compensation of Physicians. All Physicians providing Medical Services under this Agreement shall look exclusively to Medical Group for the payment of compensation for the provision of such Medical Services. CDPH shall have no obligation to compensate Physicians for Medical Services or other services that are provided by Physicians pursuant to this Agreement. CDPH's sole compensation obligation under this Agreement shall be to compensate Medical Group pursuant to Article I and Exhibit C of this Agreement.

### ARTICLE III: TERM AND TERMINATION

3.1. Term. The term of this Agreement shall be for six (6) months commencing on April 10, 2020 (the "Initial Term") and may be automatically renewed on a month-to-month basis, as needed. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Initial Term or any successive terms, as applicable.

3.2. Reserved.

3.3. Termination for Breach. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 30 days after receipt by the breaching party of written notice of such breach from the non-breaching party.

3.3.1 Notwithstanding Section 3.3 above, Medical Group may terminate this Agreement at any time by providing 30 days written notice upon CDPH's failure to make one or more timely payments in accordance with Exhibit C.

3.4. Termination by CDPH. CDPH may terminate this Agreement immediately by written notice to Group upon the occurrence of any of the following:

(1) Conduct by Group which, in the sole discretion of CDPH, could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of Hospital or its patients;

(2) Failure by Group to maintain the insurance required under this Agreement;

(3) Closure of the Service or Hospital, cessation of the Service's or Hospital's patient care operations;

(4) Group's conviction of a criminal offense related to health care, or Group's listing by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation; or

(5) Group's acts or omissions which, in the reasonable determination of CDPH, jeopardize the health, life, safety or well-being of Hospital's patients.

3.5. Reserved.

3.5.1. The Noticing Party shall give notice to the other party, together with an opinion of counsel, describing the Legal Event(s) and its consequences to the Noticing Party, and the Noticing Party's intention to either terminate this Agreement or amend this Agreement, together with a statement of the purposes therefor and the proposed amendment(s).

3.5.2. If the Noticing Party has elected to terminate this Agreement in accordance with this Section, then this Agreement shall terminate within 30 days of receipt by the other party of such notice.

3.5.3. If the Noticing Party has elected to amend this Agreement in accordance with this Section, then the parties shall have 10 days from the receipt of such notice by the other party to amend this Agreement. If this Agreement is not so amended, then this Agreement shall terminate immediately thereafter. Except as otherwise required by applicable law, any outstanding amounts owed pursuant to this Agreement shall be paid to the date of such termination, and any obligations under this Agreement that are intended to continue beyond expiration or termination hereof shall so continue. All opinions of counsel delivered in accordance herewith shall be deemed



confidential, given solely for purposes of renegotiation and settlement of a potential dispute, and shall not be deemed disclosed so as to waive any privileges otherwise applicable.

3.6. Reserved.

3.7. Effect of Termination. As of the effective date of termination of this Agreement, neither party shall have any further rights nor obligations hereunder except: (1) as otherwise provided herein; (2) for rights and obligations accruing prior to such effective date of termination; and (3) arising as a result of any breach of this Agreement.

#### ARTICLE IV: GENERAL PROVISIONS

4.1. Insurance Coverage. At all times during the Term, Medical Group shall obtain and maintain adequate malpractice insurance coverage for each Physician to cover Medical Services provided hereunder by Medical Group (the "Malpractice Insurance"). Such Malpractice Insurance shall have minimum liability limits, per physician, of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate for each Group Provider, and upon reasonable request, shall furnish CDPH with appropriate certificates of such insurance coverage. During the same time period, CDPH shall obtain and maintain general liability insurance coverage for its acts and those of its employees pursuant to the terms of this Agreement, as well as of Medical Group, to cover acts and omissions in the course of their performance of medical administrative functions hereunder.

4.2. Assignment. Nothing contained in this Agreement shall be construed to permit assignment by Medical Group of any rights or responsibilities hereunder or any interest herein; and any such assignment is expressly prohibited and shall be deemed null and void with no force or effect. Any unauthorized attempted assignment by Medical Group shall be null and void and of no force or effect.

4.3. Confidentiality; HIPAA Compliance.

4.3.1. Each party hereby acknowledges that, during the Term, each party shall have personal access to and obtain knowledge, whether directly or indirectly, of the other party's information that is or may be of a proprietary and confidential nature and not otherwise part of the public domain, whether in tangible or intangible form, including without limitation, trade secrets, accounting and financial data, sales and profit figures and margins, cost pricing structures and strategies, computer programs, contractual arrangements, business plans and budgets relating to strategic planning, business relationships, marketing, and program or service development activities, and such other nonpublic, proprietary and confidential information (the "Proprietary Information"). Each party further acknowledges and agrees that the other party has a proprietary interest in such Proprietary Information, and that all such Proprietary Information constitutes confidential and proprietary information and the trade secret property of such party. In that regard, each party hereby warrants and agrees that the Proprietary Information of either party shall not be disclosed, furnished or made accessible to any unauthorized person or entity for his/her/its own

use or any third party's purposes without the prior written consent of the parties, unless and to the extent that the Proprietary Information (i) becomes or is generally known to and available for use by the public other than as a result of the acts or omissions of the parties or any other person or entity with an obligation for non-disclosure to the parties or their affiliates, (ii) was available to the other party on a non-confidential basis prior to its disclosure to the other party by CDPH or Medical Group, as the case may be, (iii) becomes available to the other party on a non-confidential basis from a source other than CDPH or Medical Group, as the case may be; or (iv) is required to be disclosed by judicial process or law (provided that CDPH and Medical Group will give prompt advance written notice to each other to enable the other to seek an appropriate protective order or confidential treatment, to the extent such notification is not prohibited by law). It is mutually understood that the obligation not to divulge the Proprietary Information hereunder is perpetual and shall survive the termination of this Agreement.

4.3.1.1. Notwithstanding Section 4.3.1, during the Term, either party and either party's agents shall have the right to communicate the other party's Proprietary Information, or a portion thereof, to such party's personnel and other persons with an appropriate need to know, but only to the extent allowable by law and in accordance with Governing Policies.

4.3.2. The Parties each agree to comply with HIPAA, EMTALA and any current and future regulations promulgated thereunder and to execute a business associate agreement, set forth in Exhibit D ("Business Associate Agreement"), that sets forth their responsibilities thereunder contemporaneously with this Agreement. Medical Group shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

4.4. Non-Discriminatory Treatment of Patients. Medical Group and the Physicians providing Medical Services under this Agreement shall (i) be eligible to and agree to provide services to Medicare, Medicaid and other federally funded health care program beneficiaries on a non-discriminatory basis, and (ii) not discriminate against any person because of race, religion, sex, marital status, sexual orientation, national origin or age, physical handicap, medical condition or financial status.

4.5. Medicare Access Clause. To the extent necessary to prevent the disallowance of reimbursement under Section 1861(v)(1)(I) of the Social Security Act, codified at 42 U.S.C. §1395x(v)(1)(I) and the regulations promulgated thereunder at 42 C.F.R. §420.301, until the expiration of four (4) years after the furnishing of Medical Services described above, Medical Group shall make available, upon written request to the Secretary of the U.S. Department of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of such services.

4.6. Notices. Any and all notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be given to the respective parties in writing, either by personal delivery or registered or certified mail, postage prepaid, return receipt requested, addressed to CDPH or Medical Group, as the case may be, as follows:

If to CDPH :

California Department of Public Health  
Attention: Jen Hill  
Licensing and Certification Program  
1616 Capitol Avenue, MS 3202  
Sacramento, CA 95814  
(916) 552-8722 (Telephone)  
[Jennifer.Hill3@cdph.ca.gov](mailto:Jennifer.Hill3@cdph.ca.gov)

If to Medical Group:

1001 Galaxy Way, Suite 400  
Concord, CA 94520  
Attn: Chief Operating Officer

or at such other address(es) or to such other persons as either party may from time to time designate by notice given as herein provided. Notices shall be deemed effective when personally delivered with written, signed acknowledgement of receipt by party receiving notice, or seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

4.7. Entire Agreement. This Agreement shall be deemed to contain the entire agreement between CDPH and Medical Group concerning the subject matter hereof, and supersedes any and all prior or existing agreements, understandings, arrangements, terms, conditions, negotiations and representations, oral or written, made between the parties concerning or affecting the subject matter hereof.

4.8. Amendment. This Agreement may not be modified or amended except in writing and signed by both parties.

4.9. Captions and Construction. The captions used throughout this Agreement as headings of the various sections or subsections hereof are for convenience only; and such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or context of this Agreement. Where necessary to carry out the intentions of this Agreement, all words used herein in the singular shall extend to and include the plural; all words used in the plural shall extend to and include the singular and all words used in any gender shall extend to and include all genders. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against one party whether under any rules of construction or otherwise. On the contrary, this Agreement has been negotiated by and between both parties, who obtained the advice of their independent attorneys, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

4.10. Attorney's Fees. In the event any attorney is employed by a party to this Agreement with regard to any legal or equitable action, arbitration or other proceeding brought by any party for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the prevailing party in such proceeding, whether at trial or upon appeal, shall be entitled to recover reasonable

attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

4.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California; notwithstanding any applicable conflicts of law provisions under such laws.

4.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Facsimile or comparable electronically transmitted signatures shall be authentic as original ink for all purposes hereunder.

4.13. Severability. If any provision or portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

4.14. Waiver. Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the party to be charged. The failure of any party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

4.15. Authority. The parties respectively covenant and represent that they each have the requisite authority to enter into this Agreement and that the individual signing and/or initialing this Agreement on behalf of a party is authorized to do so and make this Agreement binding on the party on whose behalf it is signed and/or initialed.

4.16. No Compensation for Referrals. No term, covenant or condition of this Agreement shall be construed as requiring or inducing Medical Group or any Physician to refer any patients to Hospital. Medical Group's or any Physician's rights under this Agreement shall not be dependent in any way upon the volume or value of inpatient or outpatient services ordered at Hospital by Medical Group or any Physician. Any payment, fee or consideration of any kind provided for in this Agreement or in any amendment hereto to be made or given by or between CDPH and Medical Group shall be made or given only as fair market consideration in return for the performance of the Medical Services provided in accordance with this Agreement and shall not constitute, or be deemed to constitute, consideration in return for patient referrals.

4.17. Arbitration. Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties.

The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

## **ARTICLE V: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REQUIREMENTS**

### **5.1 Changes**

Any cost of a change, modification, change order, or constructive change to the Agreement must be allowable and allocable within the scope of this Agreement, and reasonable for the completion of project scope. Changes can be made by either Party to alter the method, price, or schedule of the work without breaching the Agreement if both Parties approve in writing.

### **5.2 Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. Medical Group will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **5.3 No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Medical Group, or any other party pertaining to any matter resulting from the contract.

### **5.4 Program Fraud and False or Fraudulent Statements or Related Acts**

Medical Group acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Medical Group's action pertaining to this contract.

### **5.5 Clean Air Act**

5.5.1 Medical Group agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.5.2 Medical Group agrees to report each violation to CDPH and understands and agrees that CDPH will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

5.5.3 Medical Group agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.6 Federal Water Pollution Control Act

- 5.6.1 Medical Group agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 5.6.2 Medical Group agrees to report each violation to CDPH and understands and agrees that CDPH will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 5.6.3 Medical Group agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.7 Debarment and Suspension

- 5.7.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Medical Group is required to verify that none of Medical Group's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 5.7.2 Medical Group must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.7.3 This certification is a material representation of fact relied upon by CDPH. If it is later determined that Medical Group did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CDPH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5.7.4 Medical Group agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Medical Group further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.8 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- 5.8.1 Contractor who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Enclosed as Exhibit E is a copy of the Certification Regarding Lobbying that will be signed and submitted by Medical Group at the execution of this Agreement.

## 5.9 PROCUREMENT OF RECOVERED MATERIALS

5.9.1 In the performance of this contract, Medical Group shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

5.9.1.1 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5.9.2 Medical Group also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

5.9.2.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

5.9.2.2 Meeting contract performance requirements; or

5.9.2.3 At a reasonable price.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

**Dated:** 4/9/20

**CDPH:**

California Department of Public Health

**By:** 

**Medical Group:**

Glass Mountain Emergency Physicians Medical Group, Inc.

**Dated:** 4/9/2020

**By:**   
Mitesh Patel, Assistant Secretary



**Exhibit A**

**PHYSICIANS**

To be determined by Medical Group and CDPH within first 45 days of Effective Date.

## **Exhibit B**

### **MEDICAL SERVICES**

#### **Hospitalist Services**

Hospitalist Services shall include the management of the medical care of all patients referred to Medical Group Physicians admitted to Hospital until such patients have been discharged and/or return to the care of their primary care physicians. Medical Group will not manage the admission or inpatient care of patients under the age of eighteen (18). Hospitalist Services shall include consultation and support service to members of the Medical Staff, Physician coverage for the Internal Medicine Department, and medical services for the Hospital's inpatient and outpatient needs, including without limitation to or on behalf of any indigent patients.

Responsibilities of Medical Group and the Physicians include, but are not limited to, the following:

- Assume primary responsibility for assigned hospital inpatients, including managing coordination of care with other physicians as needed and managing diagnostics and therapeutic plan;
- Round on patients daily;
- Communicate with primary care physician (if patient has one) at time of discharge or death;
- Diagnose, manage, and/or treat all mutually agreed upon Hospital inpatients;
- Provide patient and family with communication;
- Arrange for consultations with other physicians if appropriate for a particular patient's care;
- Manage patients with knowledge of utilization review principles and in cooperation with Case Management department;
- Address End of Life issues as necessary;
- Utilize Medical Group protocols to improve quality/efficacy of care;
- Evaluate the appropriateness of patient care level and setting and assist in obtaining such appropriate care level and setting (i.e. whether an emergency room patient should be admitted or seek care in outpatient setting; whether an inpatient requires continued treatment in a Hospital setting; whether inpatients need subspecialty consultation or other ancillary services and, if so, arranging for such services; whether inpatients require higher level care units or should be redirected to skilled nursing facilities, sub-acute units, or rehab units);
- Coordinate communication between Hospital physicians and staff and Medical Group;
  - Attend required meetings; and
  - Complete required medical record documentation including admission and discharge reports.

### **Intensivist Services**

The intensivist program shall provide services to care for critically ill patients in the Hospital's ICU. Intensivist Services shall include consultation and support service to members of the Medical Staff, Physician coverage for the ICU, and medical services for the Hospital's inpatient and outpatient needs, including without limitation to or on behalf of any indigent patients.

The Intensivist Services shall include, but not be limited to:

- Managing the care of all patients in the Hospital's ICU in accordance with applicable Hospital policies and procedures.
- Providing critical care level patient clinical service and communication with patient and/or family.
- Supporting critical care education issues.
- Managing patients with knowledge of utilization review principles and in cooperation with Case Management Department.
- Addressing End of Life issues as necessary.
- Becoming familiar with every ICU patients' clinical course, care plans and pending orders by the admitting physicians and all consultants, and assist with care coordination as needed.
- Rounding daily on each patient with a multidisciplinary team, if Hospital makes such personnel available at a reasonable time and fashion.
- Entering orders on patients in consultation with the admitting physician/consultants. In emergent situations (e.g., codes, acute deteriorations), the Intensivist may write orders and perform interventions with subsequent notification of the admitting physician/consultants on a timely basis.
- Ordering consultations in communication with the admitting physician from a list pre-approved by the admitting physician.
- Using best efforts to maintain pre-established relationships between patients and consulting physicians.
- Coordinating efficient admission and discharge of patients from the ICU, in communication with the admitting physicians and consultants, provided that Intensivists will have the authority to safely discharge patients from the ICU autonomously after attempts to reach admitting/consulting physicians have failed.
- Supporting capture of metrics as approved and outlined to evaluate ICU care such as LOS, vent time, complications and unplanned readmissions after transfers out of the ICU.
- Developing protocols and standardized order sets as appropriate.

### **Tele-Health Services**

- Medical Group shall provide professional Tele-Health services in specialties included but not limited to cardiology, surgery, anesthesiology, and infectious disease, and such other specialties as approved by Hospital Administrators in compliance with the Governing Policies ; and any directives specific to Hospital requirements, the standards and recommendations of the Joint Commission; applicable standards of relevant professional societies; applicable local, state, and federal laws and regulations; in a manner designed to meet or exceed the recognized standard of care for Tele-Health Specialist physicians practicing under the same or similar circumstances.
- CDPH shall ensure the proper equipment is located near the patients.
- Physicians will utilize a scheduling model and call center for a physician to provide Tele-Health coverage, when requested.
- Physicians will document and communicate findings of all cases in an appropriate and timely manner. This includes reviewing information in the EMR including any diagnostic image reports, lab results, and any other critical information, document all patient encounters in compliance with HIPAA rules and regulations.
- Due to the exigencies surrounding the immediacy of care needed to treat COVID-19 patients, CDPH shall ensure that Hospital Administrators agree to approve Disaster Privileges for all Physicians presented to Hospital.

Exhibit C

COMPENSATION

1. **Monthly Management Stipend.** During the Initial Term of this Agreement, CDPH shall pay Medical Group a Monthly Management Stipend which shall cover all costs, included expenses, payroll, Medical Directors fees, malpractice coverage and overhead (hereinafter "Costs") plus a five percent (5%) profit margin. The Monthly Management Stipend is limited by the Cap, defined in Paragraph 2.

Provider Rates:

CDPH shall pay Medical Group the following:

**Hospitalist Physician Rates:** Two-Hundred Ten and no/Dollars (\$210) per hour.

**Intensivist Physician Rates:** Two Hundred Eighty and no/Dollars (\$280) per hour.

**Tele-Health Physician Rates:** One Hundred Twenty Five and no/Dollars (\$125) per hour for each initial patient consult and Seventy-Five and no/Dollars (\$75) per hour for each follow-up patient consult.

**APC Rates:** One-Hundred Forty and no/Dollars (\$140) per hour in the event an Advance Practice Clinician is utilized in lieu of a Physician for the above services.

**Medical Directors:** There shall be three (3) Medical Directors comprising of a Site Director, Intensivist Director and Hospitalist Director. CDPH shall pay Medical Group One Hundred Fifty and no/Dollars (\$150) per hour per Director for Medical Director Services not to exceed Twenty Five Thousand and no/Dollars (\$25,000) per month for all Medical Director combined services.

**Locums Rates:** CDPH shall reimburse Medical Group for use of locum tenens providers at reasonable market rates upon approval by Hospital Administrators.

Projected Patient Volume and Staffing:

Parties intend that when the Department opens, it will be set up with a pod of 16 ICU beds and 16 Step down/floor beds. Department will open up additional pods as needed for increasing patient volume. The maximum number of pods is 8.3 based on the total available beds of 266.

Medical Group projects that each pod would need two critical care providers and one hospitalist for day time and one crucial care doctor and one hospitalist for night time.

Expenses:

Expenses included but are not limited to locum tenens, travel, lodging, Provider start-up recruitment bonus and/or incentive payments and/or such other foreseeable additional expenses incurred by Medical Group as a direct or indirect result of the COVID-19 pandemic in concert with the short start-up time.

Medical Group shall submit to CDPH, upon request an accounting supporting the calculation for all monthly Costs. Parties will follow the usual and customary CDPH invoicing process.

2. Cap on Monthly Management Stipend. No later than 30 days after the Effective Date, Medical Group and CDPH shall begin to meet and confer to reach agreement on a maximum dollar amount to be paid by CDPH for the Monthly Management Stipend ("Cap"). The Cap does not include Expenses that constitute start-up costs. The Cap represents a maximum payment but CDPH shall pay actual monthly costs, plus the 5% profit margin, if lower than the Cap. Once the parties reach agreement on the Cap, the amount of the Cap shall be memorialized in an addendum to this Agreement.

3. **Collection and/or Penalties.** CDPH shall be liable to Medical Group for late charges to include (1) a penalty charge of Two Hundred Fifty and No/100 Dollars (\$250.00) for every month that payment is greater than thirty (30) days late; and (2) Expenses incurred in collection, including payment of reasonable attorneys' fees.

## Exhibit D

### BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into as of this **10th day of April 2020** between ("Effective Date") by and between California Department of Public Health ("Covered Entity"), and Glass Mountain Emergency Physicians Medical Group, Inc., a California professional limited liability company ("Business Associate"), collectively referred to as Parties from time-to-time.

1. Definitions. Unless otherwise provided in this Agreement, capitalized terms and phrases that are used herein shall have the same meanings as set forth in 45 C.F.R. Parts 160, 162, and 164 (the "HIPAA Regulations"), implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), which definitions are incorporated into this Agreement by reference.
2. Permitted Use and Disclosure of PHI. Business Associate shall only Use or Disclose Protected Health Information ("PHI") received from, or created or received on behalf of, Covered Entity consistent with the "minimum necessary" requirements applicable to covered entities set forth in 45 C.F.R. § 164.514(d) and only:
  - a) As Required By Law or as permitted or required by this Agreement or Business Associate's services arrangement with Covered Entity (the "Engagement"), but not, pursuant to 45 C.F.R. § 164.502(a)(3), in such a manner that would violate 45 C.F.R. Part 164 if done by Covered Entity;
  - b) In circumstances in which PHI has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c);
  - c) To provide Data Aggregation services related to the Health Care Operations of Covered Entity, to the extent that such services are included within the Engagement; and
  - d) For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the Person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was disclosed to the Person, and the Person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.
3. Obligations and Activities of Business Associate. Pursuant to 45 C.F.R. §§ 164.504 & 164.314, Business Associate shall:

- a) Use appropriate Administrative, Physical, and Technical Safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided by this Agreement;
- b) As soon as reasonably practical, but not later than three (3) business days following discovery thereof, report to Covered Entity any Security Incident or Use or Disclosure of PHI not specifically permitted or required by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured PHI as required by 45 C.F.R. § 164.410, and cooperate with Covered Entity in assessing and mitigating any harmful effects resulting therefrom;
- c) In accordance with 45 C.F.R. §§ 164.308(b)(2) & 164.502(e)(1)(ii), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, pursuant to a written contract, to the same requirements, restrictions, and conditions that apply to Business Associate with respect to such information;
- d) Within ten (10) business days following a request from Covered Entity, make PHI in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524;
- e) Make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526 and take any other measures necessary to satisfy Covered Entity's obligations thereunder;
- f) Maintain and make available to Covered Entity, within ten (10) business days following a request therefor, the information required to provide an accounting of disclosures necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- g) To the extent Business Associate is to carry out one or more of Covered Entity's obligations with respect to the privacy or security of PHI, comply with the applicable HIPAA Regulations in the performance of such obligations; and
- h) Pursuant to 45 C.F.R. §§ 160.310(c) & 164.502(a)(4)(i), make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services.

#### 4. Term and Termination.

- a) Term. The term of this Agreement shall be effective as of the effective date of the Engagement, or as of the date Business Associate first receives or creates PHI from or on behalf of Covered Entity, whichever occurs first, and, unless sooner terminated as provided herein, shall continue in effect until the termination of the Engagement.



- b) Termination. Pursuant to 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may at any time terminate this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of this Agreement or any of its required obligations under the HIPAA Regulations.
  - c) Obligations Upon Termination. Upon the termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from, or created or received on behalf of, Covered Entity that Business Associate (or its agents or Subcontractors) maintains in any form and retain no copies thereof.
  - d) Survival. This Section 4 shall survive the termination of this Agreement.
5. Miscellaneous.
- a) Regulatory References. Any reference in this Agreement to a section of the HIPAA Regulations means the section as in effect or as amended.
  - b) Relationship of Parties. Business Associate is an independent contractor and not an employee or agent of Covered Entity. The parties agree and acknowledge that Covered Entity does not have control over, nor the authority to direct, the operational activities or conduct of Business Associate.
  - c) Construction and Amendment. The parties agree to amend this Agreement from time to time as is necessary for compliance with the HIPAA Regulations and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations. In the event one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall be unaffected. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof and may only be modified in writing.
  - d) Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
  - e) Documentation. Business Associate shall maintain all information and documentation relating to the Engagement and this Agreement for such periods as required by the HIPAA Regulations.
  - f) Indemnification. Business Associate shall indemnify Covered Entity for any and all claims, inquiries, losses, liabilities, costs, and damages, including but not limited to any monetary penalties and reasonable attorneys' fees, that Covered Entity incurs resulting from or arising out of a violation by Business Associate, its agents, or its

Subcontractors of the HIPAA Regulations or any material provision contained in this Agreement.

- g) Insurance. Business Associate shall obtain and maintain, at its sole expense, insurance to support its obligations under this Agreement, with coverage limits of not less than \$1,000,000 per occurrence, for privacy and security protection and Breaches and notification coverage. Business Associate shall name Covered Entity as an additional insured on all liability policies, and such policies shall not be cancelled without prior notice in accordance with policy provisions. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing such insurance coverage.
- h) Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, its agents, and its Subcontractors available to Covered Entity, at no cost, to testify as witnesses or otherwise in the event of litigation or administrative proceeding against Covered Entity or its directors, officers, or employees based upon a claimed violation of HIPAA or the Health Information Technology for Economic and Clinical Health Act, except in circumstances in which Business Associate is named as an adverse party.
- i) No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, or obligations upon any person other than the parties hereto and their respective successors or assigns.
- j) Notices and Reporting. Any notice required or permitted by this Agreement shall be in writing and shall be deemed delivered at the time it is hand-delivered or deposited in the U.S. Mail, postage prepaid, certified, or registered mail, return receipt requested, and addressed to the recipient's address as set forth below. Changes to such addresses may be made by written notice as provided in this Section.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed as of the date set forth above.

[Signature Page Follows]

//

Covered Entity:

**CALIFORNIA DEPARTMENT OF  
PUBLIC HEALTH**

Business Associate:

**GLASS MOUNTAIN EMERGENCY  
PHYSICIANS Medical Group, INC.,**  
a California limited liability corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_

By: 

Print Name: Mitesh Patel

Title: Assistant Secretary

Address:

1001 Galaxy Way, Suite 400  
Concord CA 94520

**Exhibit E**  
**CERTIFICATION REGARDING LOBBYING (44 C.F.R. PART 18)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any:

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Mark Patino Asst. Secretary  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

4/9/2020  
\_\_\_\_\_  
Date

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