

HOSPITAL SERVICE AGREEMENT

This Hospital Service Agreement (this "Agreement"), dated as of _____ (the "Effective Date"), is entered into by and among Specialists on Call, Inc., ("SOC"), a Delaware corporation; Tele-Physicians, P.C., a California professional corporation doing business as California Tele-Physicians ("CATP"); and County of Monterey ("County") on behalf of Natividad Medical Center ("Member Hospital").

WITNESSETH:

WHEREAS, CATP, with the administrative and technical support of SOC, has established the capability to provide Specialty Consultative Services (as defined below) to and for the benefit of the Member Hospital (as defined below); and SOC provides the Member Hospital with Workstations (defined herein); and

WHEREAS, Member Hospital, SOC and CATP desire that Member Hospital shall receive the benefit of Specialty Consultative Services on the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties (each a "Party") and collectively the "Parties") agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Confidential Information" means any information concerning the organization, business or finances of the disclosing Party or of any third party, which the disclosing Party is under an obligation to keep confidential and that is maintained by the disclosing Party as confidential. Confidential Information includes, but is not limited to, consultation pricing schedules, CATP internal physician contact protocols and operational function, SOC training materials, trade secrets or confidential information respecting inventions, products and services, designs, methods, know-how, techniques, systems, processes, facility guidelines/protocols, specifications, blueprints, engineering data, software programs, works of authorship, customer lists, customer information, financial information, pricing information, personnel information, business plans, projects, plans and proposals. Confidential Information does not include this Agreement.

"Consultation Protocol" as set forth in Exhibit B of this Agreement means the specific method for initiating a consultation with CATP or contacting SOC for other support services including for assistance with technology or administrative issues.

"Default" shall have the meaning set forth in Section 8.b of this Agreement.

"DOH" shall have the meaning set forth in Section 3.b of this Agreement.

"ED" means Emergency Department.

"Equipment" has the meaning set forth in Section 3.a.i of this Agreement.

"ER" means Emergency Room.

"Member Hospital" is any hospital or medical center receiving Specialty Consultative Services from CATP Physicians.

"SOC Hospital Network" is the group of hospitals currently registered with SOC's information systems and using SOC's Specialty Consultative Services.

"Specialty Consultative Services" has the meaning set forth in Exhibit A of this Agreement.

“Term” has the meaning set forth in Section 8 of this Agreement.

“Workstations” shall have the meaning set forth in Exhibit D of this Agreement.

2. SOC Hospital Network Membership. Upon payment of the Membership Fee set forth in Exhibit C to this Agreement (“Membership Fees”), Member Hospital shall become a member of the SOC Hospital Network. Membership in the SOC Hospital Network shall entitle Member Hospital to registration within SOC’s information systems of specific client information necessary for the effective provision of Specialty Consultative Services, installation, setup, and use of the Equipment, maintenance services, initial or pre-launch training, promotional services, technical support, and access to CATP Physicians, all as set forth in this Agreement and including the submission of medical credentials of the CATP Physicians as necessary for them to become members of Member Hospital’s medical staff.
3. Responsibilities of SOC and CATP. SOC and/or CATP shall be responsible for the following:
 - a. SOC and/or CATP shall provide the Equipment and physician resources capable of rendering the Specialty Consultative Services to or for the benefit of the Member Hospital’s patients, including as follows:
 - i. Equipment. SOC shall provide to the Member Hospital certain Equipment to be located at, and necessary for operation of, the applicable Member Hospital including video and computer Equipment. SOC shall be solely responsible for all maintenance of the Member Hospital’s Equipment and all costs associated with the operation of the Equipment. SOC shall also provide appropriate training in the use of such Equipment.
 - ii. CATP Physicians. All CATP Physicians who may provide Specialty Consultative Services to or for the benefit of Member Hospital’s patients shall be duly licensed to practice medicine in the State of California (the “State”), credentialed at the applicable Member Hospital, board eligible or certified in the specialty specified and described in Exhibit A, and appropriately trained and experienced in the provision of Specialty Consultative Services (the “Specialty Physicians”). CATP shall be solely responsible for the compensation of CATP Physicians, including its physician consultants.
 - iii. Physician Services. CATP shall provide the services of Specialty Physicians in shifts on business days, weekends and holidays. Physician Availability is as specified in Exhibit A.
 - iv. Insurance.
 - a) Professional Liability. CATP shall maintain or otherwise arrange for professional liability insurance in the amounts of no less than one million (\$1,000,000) dollars per medical incident with a three million (\$3,000,000) dollar annual aggregate, covering CATP. Additionally, from time to time, CATP and SOC may elect to provide coverage to higher limits in a given state, and that coverage will be extended to all CATP Physicians covering that specific state. Prior to execution of this Agreement, and thereafter within thirty days (30) of a request, CATP shall provide Member Hospital with appropriate evidence of its compliance with the foregoing requirement.
 - b) Commercial/General Liability. Prior to execution of this Agreement, CAPT shall provide evidence of commercial general liability insurance, including but not limited to premises and operations, including

coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars (\$1,000,000) per occurrence.

Commercial general liability policy shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the SOC and CATP work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the SOC and CATP's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 or CG 20 10 in tandem with CG 20 37 10 01 (2000) or equivalent forms.

- b. Standards for Specialty Consultative Services; Joint Commission; Regulations. CATP shall be jointly responsible with Member Hospital to assure that Specialty Consultative Services shall be provided in accordance with all applicable state and federal laws and regulations (the "Laws") and in accordance with all Member Hospital's and Hospital's medical staff policies and procedures and rules and regulations, including, without limitation, those related to medical records and patient confidentiality (collectively, "Hospital Rules"), and the Joint Commission Telemedicine Requirements, and the State, the State Department of Health ("DOH") or another equivalent state agency's issued standards. Notwithstanding the foregoing, Member Hospital acknowledges and agrees that neither SOC nor CATP shall be responsible for the actual implementation of any CATP advice or recommendations at Member Hospital, nor for any associated compliance with applicable Laws, conditions of participation and Hospital Rules except as set forth in this Agreement.
- c. Code of Conduct. SOC and CATP hereby acknowledge receipt of Member Hospital's Code of Conduct which is attached to this Agreement as Exhibit H (the "**Code**"), and agrees that SOC, CATP and each CATP Physician have been given ample opportunity to read, review and understand the Code. With respect to SOC's, CATP's and CATP Physicians' business dealings with Member Hospital and their performance of the services described in this Agreement, none of SOC, CATP or any CATP Physician shall act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. SOC, CATP and each CATP Physician shall comply with the Code as it relates to their business relationship with Member Hospital or any affiliate of Member Hospital, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.
- d. SOC's and CATP's Performance. County or Member Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Member Hospital's Medical Director/Chief Medical Officer and from other professionals within Member Hospital.
- e. Training. CATP and/or SOC shall provide training to the Member Hospital's personnel via videoconferencing, in the use of the Equipment, the execution of Specialty Consultative Services, and the access to additional SOC resources dedicated to issues, including but not limited to, technology support, problem resolution and administrative contact. SOC and/or CATP shall provide initial training to appropriate Member Hospital's personnel including to those personnel who are assigned to shifts, including night and weekend shifts, and twelve (12) hours of additional training in every calendar year during the Term to accommodate new staff at the

Member Hospital. SOC and/or CATP shall provide additional training as reasonably requested by Member Hospital.

- f. Equipment and Maintenance. SOC shall provide Member Hospital with a Workstation and support and maintenance services therefore as set forth on Exhibit D to this Agreement and all costs associated with such support and maintenance services. SOC shall provide support and maintenance services for the Workstation pursuant to Exhibit D of this Agreement.
- g. Medical Records. CATP shall ensure that each CATP Physician prepares complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to Member Hospital patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Member Hospital designates from time to time. All such information and records relating to any Member Hospital patient shall be: (i) prepared on forms developed, provided or approved by Member Hospital; (ii) the sole property of Member Hospital; and (iii) maintained at Member Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.
- h. Records Available to Contractor. Both during and after the term of this Agreement, Member Hospital shall permit CATP and CATP's agents to inspect and/or duplicate, at CATP's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. CATP shall be solely responsible for maintaining patient confidentiality with respect to any information which CATP obtains pursuant to this Section.

4. Member Hospital Responsibilities.

- a. Credentialing of CATP Physicians. Member Hospital shall facilitate and expedite the necessary credentialing and document verification for each CATP Physician for the performance of Specialty Consultative Services with respect to Member Hospital's patients, so that SOC and CATP or SOC and Member Hospital can initiate service at the time of the Go-Live Date. SOC shall pay the costs of credentialing the CATP Physicians.
- b. Specialty Consultative Services with CATP Physicians. Member Hospital recognizes that CATP Physicians are providing consultative services rendered by means of medical information exchanged via electronic communications by and between any Member Hospital treating physician and any CATP Physician. CATP Physicians will not be physically located within the Member Hospital and, as a consequence:
 - i. CATP Physicians are not required to attend Member Hospital medical staff meetings;
 - ii. CATP Physicians are not required to submit blood work or PPD examinations related to communicable diseases considering that communicable diseases cannot be transmitted over audiovisual equipment; and
 - iii. Since CATP Physicians may be credentialed on staff at multiple Member Hospitals, but not physically located in any of them, Member Hospital specific continuing medical education ("CME") modules will be waived for CATP Physicians and SOC will provide documented CME requirements for CATP Physicians in accordance with their Joint Commission certification; provided,

however, that CATP Physicians participate in CME as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

- c. SOC Equipment at Member Hospital. During the Term of this Agreement, Member Hospital shall use the Equipment solely to enable the CATP Physicians to render the Specialty Consultative Services for the benefit of Member Hospital's patients.
 - d. Physicians at Member Hospital. Member Hospital agrees to make its physicians available to discuss the case and work with the CATP Physician who is providing a Specialty Consultative Service to aid the Member Hospital physician. At all times the Member Hospital physician assumes the primary responsibility for the care of the patient.
 - e. Communications with SOC and CATP. To ensure proper communications between Member Hospital and the CATP Physician on-call, Member Hospital shall provide SOC with all necessary and desirable access to such Member Hospital's departments and IT facilities to install equipment. Equipment installed in Member Hospital's wireless network environment shall have available at least one wired access location for back-up purposes. Member Hospital is responsible for network connectivity configuration and quality of service between installed equipment and Internet Service Provider.
 - f. Consultation Protocol Implementation. Member Hospital shall instruct its personnel to request Specialty Consultative Services from SOC/CATP in accordance with the Consultation Protocol as documented in Exhibit B. Member Hospital shall instruct all of Member Hospital's personnel to utilize the Consultation Protocol and to follow all other rules and regulations applicable to access the Specialty Consultative Services provided by CATP, subject to the exercise of independent medical judgment by Member Hospital's physicians and in accordance with Hospital Rules. Without limitation of any other remedy SOC and CATP may have pursuant to this Agreement, if material non-compliance with the Consultation Protocol by Member Hospital personnel leads to repeated inappropriate requests for consultations of a type not offered by this Agreement, the Parties shall promptly schedule and hold an in-person enhanced education session to enable Member Hospital's clinicians or other involved personnel to understand the importance of the Consultation Protocol to safe and effective patient care using the Specialty Consultative Services. Member Hospital's Nurse Manager(s) and Medical Director(s) shall provide Member Hospital's Triage Nurses and physicians with the Consultation Protocol, instruct them in its use, and put into effect its utilization.
 - g. Physician Payment; Insurance. Member Hospital shall be solely responsible for the compensation of its physicians for furnishing Patient Services (as opposed to Specialty Consultative Services) to such Member Hospital's patients. Member Hospital shall (i) maintain professional liability insurance in an amount not less than One-Million Dollars (\$1,000,000) per occurrence and Three-Million Dollars (\$3,000,000) in the aggregate per year covering its employees with respect to the Patient Services performed by such physicians; and (ii) require physicians rendering Patient Services in Member Hospital's departments to maintain professional liability insurance substantially similar to the coverage in the foregoing clause (i).
5. Connection Criteria; Payment. At the beginning of each calendar month during the term, CATP shall invoice Member Hospital the Monthly Consultation Fee for consultations between the Member Hospital and CATP Physicians for the purpose of rendering Specialty Consultative Services for the benefit of Member Hospital's patients at the rates set forth in Exhibit C, and Member Hospital shall pay such invoice, based upon the payment terms set forth in Exhibit C. Should the Member Hospital delay implementation beyond the Go-Live Date for any reason, other than SOC or CATP not meeting the required SOC or CATP actions, as agreed to in the Go-Live Plan in Exhibit E, billing will commence upon the Go-Live Date agreed upon pursuant to Exhibit E, and Member Hospital shall pay the Monthly Consultation Fee in accordance with this Agreement. The total amount payable by Member Hospital to SOC and CATP under this Agreement shall not exceed the sum of Three Hundred Eighty Thousand

Dollars (\$380,000.00). Community Outreach. During the term of this Agreement, Member Hospital and SOC shall jointly develop and implement marketing and educational materials and activities designed to educate community members and health care providers within the Member Hospital's geographic area (as agreed upon between the Parties hereto) about the availability of the Specialty Consultative Services at Member Hospital furnished by Member Hospital and SOC, as a member of the SOC Hospital Network. A description of the cooperative efforts to be engaged in by the Parties shall be identified in the implementation plan as may be agreed upon by the Parties in writing within fifteen (15) business days from and after the execution of this Agreement, which shall be added as Exhibit F and made a part of this Agreement. Both Member Hospital and SOC, on behalf of CATP, must approve any and all marketing and educational materials (including without limitation, print, radio or television advertisements). Member Hospital and SOC is each liable only for the content of the message that refers to any services that it provides. The logo on Exhibit F shall be used on every promotional document, video and web site that is associated with Member Hospital's marketing and educational programs regarding the Specialty Consultative Services available at Member Hospital.

6. Confidentiality.

- a. In the course of carrying out the activities contemplated by this Agreement, the Parties recognize there may be circumstances where it is necessary or useful to exchange Confidential Information. Each Party agrees to hold the other Parties' Confidential Information in strict confidence, not disclose such Confidential Information to third parties not authorized by the disclosing Party to receive such Confidential Information, and to disclose such Confidential Information only to its employees, agents or independent contractors with a need to know such Confidential Information and who are placed under express obligations of confidentiality not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each Party agrees to take reasonable steps to protect each other Party's Confidential Information to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent that the Confidential Information is required to be disclosed by the receiving Party as a matter of law, including the California Public Record Act, or by order of a court, provided that the receiving Party uses reasonable efforts to provide the disclosing Party with notice of such obligation to disclose so that the disclosing Party may seek a protective order.
- b. Within ten (10) days after any Party's receipt of another Party's written request for the return of Confidential Information, all of the requesting Party's Confidential Information and all copies thereof in such Party's possession or control shall be returned to the requesting Party or destroyed by such Party at the requesting Party's instruction, including all electronic copies of such Confidential Information. The other Parties shall then certify the same in writing and that no copies have been retained by such Party, its employees or agents. No Party shall copy, duplicate or reproduce any Confidential Information without the prior written consent of the other Party.

7. Non-Solicitation of Employees and Contract Personnel.

- a. During the term of the Agreement and for one (1) year thereafter, no Party will, in any manner, hire or engage, or assist any other entity or organization to hire or engage, any person who is or was employed by another Party (or is or was an agent, representative, contractor, or consultant of another Party) at the time the Agreement is terminated or during the period of one (1) year thereafter.
- b. During the term of the Agreement and for one (1) year thereafter, no Party will, in any manner, solicit, recruit, or induce, or assist any other entity or organization to solicit, recruit, or induce, any person who is or was employed by another Party (or is or was an agent, representative, contractor, or consultant of another Party) at the time the Agreement is terminated or during the period of one (1) year thereafter, to leave his or her employment, relationship, or engagement with another Party.

8. Term and Termination.

- a. This Agreement shall commence on the **Effective Date** and shall continue until December 31, 2015 (the **“Expiration Date”**), subject to the termination provisions of this Agreement (the **“Initial Term”**). The Go-Live Date will be determined by a representative of Member Hospital, in consultation with SOC within thirty (30) days of the Effective Date of this Agreement . The Go-Live Date is defined as the first date that CATP Physicians are credentialed members of Member Hospital’s medical staff, Member Hospital is equipped and the physicians on the Member Hospital’s ED staff are trained for accessing and receiving the benefit of Specialty Consultative Services, adhering to the Consultation Protocol as provided in this Agreement, and CATP is able to accept requests for Specialty Consultative Services from Member Hospital. Monthly Consultation Fee charges for Specialty Consultative Services shall be invoiced in the amount indicated in Exhibit C of this Agreement and charges will commence on the Go-Live Date calculated on a pro rata basis for any partial month of service.
- b. Notwithstanding anything to the contrary in this Agreement, in the event of a Default (as defined below) hereunder, the non-breaching Party shall have the right to immediately terminate this Agreement upon written notice to the other Party. As used in this Agreement, **“Default”** shall mean:
- i. Any material breach of this Agreement that remains uncured following thirty (30) days written notice of such breach; examples of material breach include, but are not limited to:
 - 1) Repeated or prolonged failures of the facility Equipment or Workstations supplied by SOC resulting in lost or interrupted service; or
 - 2) Failure by CATP to provide any CATP Physicians for Specialty Consultative Services; or
 - 3) Failure by Member Hospital to follow and adhere to the Consultation Protocol provided in Exhibit B; or
 - 4) Failure by Member Hospital to pay amounts owed to CATP as they become due and payable; or
 - ii. Any Party ceases active operation of its business or discontinues the licensing or maintenance of the facility Equipment; or
 - iii. Any Party becomes a debtor in a bankruptcy, reorganization or insolvency proceeding under federal or state statute or any dissolution or liquidation proceedings are commenced by or against either Party; or
 - iv. Any Party applies for or consents to the appointment of a trustee, receiver or other custodian for such Party, or makes a general assignment for the benefit of creditors; or
 - v. Any Party becomes insolvent or generally fails to pay, or admits in writing its inability to pay its debts as they become due; or
 - vi. Any Party is convicted of or pleads guilty to a felony or healthcare fraud, and/or is not permitted to continue as a provider in the Medicare or Medicaid programs, or is rendered a **“Sanctioned Person”**; or

- vii. neglect of professional duty by CATP or any CATP Physician in a manner that poses an imminent danger to the health or safety of any individual, or violates Member Hospital's policies, rules or regulations; or
- viii. breach by CATP or any CATP Physician of any HIPAA Obligation (as defined in Exhibit G); or
- ix. CATP is rendered unable to comply with the terms of this Agreement for any reason.

c. **Termination without Cause.** After the first (1st) twelve (12) months of this Agreement, either Party may terminate this Agreement without cause, expense or penalty, effective one hundred twenty (120) days after written notice of termination is given to the other Party. If this Agreement is terminated prior to the date that is twelve (12) months from the Effective Date (the "**One Year Anniversary**"), the Parties shall not, at any time prior to the One Year Anniversary, enter into any other agreement or arrangement for the provision of Services that modifies, changes, or alters in any way the provisions of this Agreement.

- d. Upon termination of this Agreement, Member Hospital shall allow SOC and CATP to retrieve all SOC and CATP Equipment in Member Hospital's possession, including without limitation the Workstation and networking equipment (to the extent that such Workstation and networking equipment are in Member Hospital's possession at the time of the termination of this Agreement).
- e. The provisions of Sections 1,3.e,4.g,6,8.b,c,e, d, .10,11 and 12 shall survive the termination or expiration of this Agreement for any reason.

9. **Indemnification**

i. **Indemnification by SOC and CAPT.** SOC and CATP shall indemnify, defend, and hold harmless Member Hospital and County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Member Hospital's and County's performance of this Agreement unless such claims, liabilities, or losses arise out of negligence or willful misconduct of Member Hospital and County. Member Hospital and County's performance" includes Member Hospital and County's acts or omissions and the acts or omissions of Member Hospital and County's officers, employees, agents and subcontractors.

ii. **Indemnification by County and Member Hospital.** "County and Member Hospital shall indemnify, defend, and hold harmless SOC and CATP, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with SOC and CATP's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of SOC and CATP. SOC and CATP's performance" includes SOC and CATP's acts or omissions and the acts or omissions of SOC and CATP's officers, employees, agents and subcontractors.

10. Dispute Resolution.

- a. The Parties shall attempt, in good faith, to resolve any controversy, claim, or dispute arising out of this Agreement through negotiations. Any dispute shall be referred promptly to the level of management of each Party authorized to resolve the dispute.
- b. Any controversy or claim arising out of or relating to this Agreement, with the exception of injunctive relief sought by any Party, not resolved between the Parties through good faith negotiations pursuant to Section 10.a, shall be settled by binding arbitration, which shall be conducted in County of Monterey, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules or Procedures for Arbitration by a sole arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing Party in an arbitration proceeding will be entitled to reimbursement of reasonable attorney's fees and all reasonable costs and expenses incurred in connection with such arbitration.

11. Compliance with Laws.

- a. Fraud and Abuse and Anti-Referral Matters. The Parties shall comply with all federal and state fraud and abuse laws, including but not limited to the: Federal Anti-Kickback Statute at 42 U.S.C. 1320a-7b(b), the Stark Law at 42 U.S.C. 1395nn, the False Claims Act at 31 U.S.C. 3729, the Civil Monetary Penalties provisions at 42 U.S.C. 1320a-7a and the mandatory and permissive exclusion authorities at 42 U.S.C. 1320a-7, all regulations and applicable guidelines with respect thereto, all applicable conditions of participation in government health care programs and all applicable state government laws and regulations. In furtherance thereof, the Parties hereto agree as follows:
 - i. All services to be provided by each of the Parties hereto, respectively, and other obligations of such Parties are as expressly set forth in this Agreement (including without limitation all Exhibits and any executed Addenda hereto).
 - ii. The services, equipment and compensation exchanged among the Parties to this Agreement are and shall be consistent with the fair market value thereof and have not been and shall not be determined in a manner which takes into account the volume or value of any referrals or business otherwise generated between any of the Parties.
 - iii. None of the Parties shall request or require that any of the other Parties to this Agreement engage in any counseling or promotion of any business arrangement or other activity inconsistent with the requirements of applicable law.
 - iv. The exchange of services and compensation set forth in this Agreement do not exceed those that are reasonably necessary to accomplish the reasonable business purpose of the relationships set forth in this Agreement.
 - v. SOC and CATP will only administer, provide or enable, and Member Hospital shall take all reasonable measures to only seek to access, Specialty Consultative Services for patients with a bona fide and legitimate need therefore.
 - vi. If any part of this Agreement is determined to violate, or to be likely to violate, federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith all reasonably necessary revisions to this agreement to cure the violation or reduce the likelihood of the violation. If the Parties are unable to agree to new or modified terms as required to bring the entire Agreement into

compliance, any Party may terminate this Agreement upon thirty (30) days prior written notice to the other Parties.

- b. Compliance with HIPAA. SOC, CATP and CATP Physicians shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, “HIPAA,” the obligations collectively referred to herein as “HIPAA Obligations”), as set forth in Exhibit G. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.
- c. Exclusion from Federal Healthcare Programs. Each Party represents that it has not been excluded from participation, is not about to be excluded from participation in, nor has it received any notice that it is the subject of any investigation, but not limited to, any federal or state program or by the U.S. Government from receiving federal contracts or subcontracts (collectively, “federal/state health care programs”). SOC and CATP agree to notify Member Hospital, within one (1) business day of SOC or CATP being added to the Office of Inspector General Service Administration’s (“GSA”) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, which shall constitute “Exclusion” from a federal/state health care program, for purposes of this Section of the Agreement. In the event that SOC, CATP, or Member Hospital is excluded from any federal/state health care program, this Agreement shall immediately terminate. If SOC, CATP, or Member Hospital is excluded from any federal/state health care program and fails to notify the others within one (1) business day of receipt of notice of exclusion, the excluded Party agrees to indemnify the others for any sanctions, penalties, or fines incurred by the others under the federal Civil Monetary Penalty law (Section 1128A of the Social Security Act), the Health Insurance Portability and Accountability Act of 1996 or the Balanced Budget Act of 1997, as a result of the excluded Party entering this Agreement with the others.
- d. Nondiscrimination. Neither CATP nor any CATP Physician shall differentiate or discriminate in performing the Specialty Consultative Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.
- e. Limitation on Control. Member Hospital shall neither have nor exercise any control or direction over CATP’s or any CATP Physician’s professional medical judgment or the methods by which CATP or any CATP Physician performs professional medical services; provided, however, that CATP and CATP Physicians shall be subject to and shall at all times comply with the Hospital Rules and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.
- f. Practice of Medicine. CATP and Member Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Member Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Member Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment. Member Hospital acknowledges and agrees that it maintains appropriate physician relationships and CATP Physicians will be consulting with Member Hospital’s Physicians practicing medicine in connection with the Specialty Consultative Services.

Contractor Compensation Arrangements. CATP represents and warrants to Member Hospital that the compensation paid or to be paid by CATP to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Member Hospital or any affiliate of Member Hospital. CATP further represents and warrants to Member

Hospital that CATP has and will at all times maintain a written agreement with each physician receiving compensation from CATP.

12. Miscellaneous.

- a. Except as expressly granted herein, no license regarding the use of any Party's copyrights, patents, trademarks or trade names is granted or implied by this Agreement.
- b. No Party shall be considered in default or breach in the performance of any obligation herein to the extent that the performance of such obligation is prevented or delayed by fire, flood, strike, war, insurrection, embargo, government requirement, civil or military authority or other similar events beyond the reasonable control of that Party. The Parties shall take all reasonable action to minimize the effects of any such event.
- c. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- d. A delay or failure in enforcing any right or remedy afforded herein or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this agreement.
- e. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give a Party the power to direct and control the day-to-day activities of the other Parties; (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) allow a Party to create or assume any obligation on behalf of any other Party for any purpose whatsoever, except as expressly set forth herein.
- f. This Agreement, Exhibits and any executed Addenda constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and agreements among the Parties concerning the subject matter hereof.
- g. No amendment, waiver or modification of any provision of this Agreement or any Exhibit or Addenda shall be effective unless the same shall be in writing and signed by all of the Parties.
- h. No Party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Parties hereto. This Agreement shall be binding upon and inure to the benefit of the Parties, their approved successors and/or approved assigns.
- i. Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

If to SOC:
Specialists On Call, Inc.
1503 Edwards Ferry Road NE, Suite 310
Leesburg, VA 20176
Attn: CEO

If to Member Hospital:
Natividad Medical Center
1441 Constitution Blvd, Bldg 300
Salinas, CA 93940
Attn: Dr. Gary Gray, CMO

If to CATP:
Tele-Physicians, P.C.
2710 Gateway Oaks Drive, Suite #150N
Sacramento, CA 95833
Attn: Dr. Suman Kalanithi

With a copy to:
Benesch & Associates, LLP
100 Overlook Center, 2nd Floor
Princeton, NJ 08540
Attn: Katherine Benesch, Esquire

- j. This Agreement is made under, shall be governed by and shall be construed in accordance with the laws of the State.
- k. If this Agreement is deemed to be subject to the requirements of 42 U.S.C. 1395(x)(v)(1)(i), until the expiration of four (4) years after the furnishing of services under this Agreement, upon the written request of Member Hospital, SOC and CATP shall make available to the Secretary of the Department of Health and Human Services, or to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents and records of SOC and CATP that are necessary to certify the nature and extent of any costs incurred by Member Hospital or SOC and CATP. If SOC and CATP carry out any of the duties of this Agreement through subcontractors, such subcontractors shall contain a clause to the effect that the subcontractor will abide by the disclosure requirements of this Section 12.k for a period of four (4) years.
- l. The Parties acknowledge and agree that this Agreement, together with any other contracts between Member Hospital and CATP, will be included on the master list of physician contracts maintained by Hospital.
- m. SOC and CATP each represents and warrants that the execution and delivery of this Agreement and the performance of its obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of SOC's or CATP's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which SOC or CATP is a party or by which SOC or CATP is bound. SOC and CATP shall immediately inform Hospital of any other agreements to which SOC or CATP is a party that may present a conflict of interest or materially interfere with performance of SOC's, CATP's or CATP Physicians' duties under this Agreement.
- n. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date first set forth above.

SPECIALISTS ON CALL, INC.

By: [Signature]
Title: Chief Financial Officer
Date: 11/16/12
Duly Authorized hereunto

MEMBER HOSPITAL

By: [Signature]
Title: Chief Executive Officer
Date: 11/19/12
Duly Authorized hereunto

**TELE-PHYSICIANS, P.C. d/b/a
California Tele-Physicians**

By: [Signature]
Title: President
Date: 11/16/12
Duly Authorized hereunto

By: _____
Title: Deputy County Counsel
Date: _____
Duly Authorized hereunto

By: _____
Title: Auditor/Controller
Date: _____
Duly Authorized hereunto

By: _____
Title: NMC Contracts/Purchasing Agent
Date: _____
Duly Authorized hereunto

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

APPROVED AS TO FORM AND LEGALITY
[Signature]
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey
11-2-12

EXHIBIT A: SPECIALITY CONSULTATIVE SERVICES - NEUROLOGY

1. Specialty Consultative Services. Specialty Consultative Services are consultative services rendered by means of medical information exchanged via electronic communications by and between any Member Hospital treating physician and any CATP Physician. Specialty Consultative Services include, without limitation, indirect physical examination, history taking, diagnostic protocols (paper and/or computer driven), imaging analysis and recommendations for therapeutic interventions and/or diagnostic tests for any neurologic emergency. Specialty Consultative Services also include, without limitation, videoconferencing and teleconferencing, including the discussions between the CATP Physician and the patient, the patient's family members and/or adult(s) accompanying the patient regarding any neurologic emergency. The transmission of still images and remote monitoring of vital signs to provide Member Hospital's physicians with assistance with diagnosis and therapy for specific patients with neurologic emergencies is also a part of Specialty Consultative Services. In no case does the CATP Physician assume the primary responsibility for the care of the patient.

2. Physician Availability. At all times the CATP Physician (a) will be available by phone within fifteen (15) minutes of being paged and (b) will be capable of initiating Specialty Consultative Service within thirty (30) minutes of being paged, via either telephone solely or by videoconference, as determined in consultation with the Member Hospital's physician.

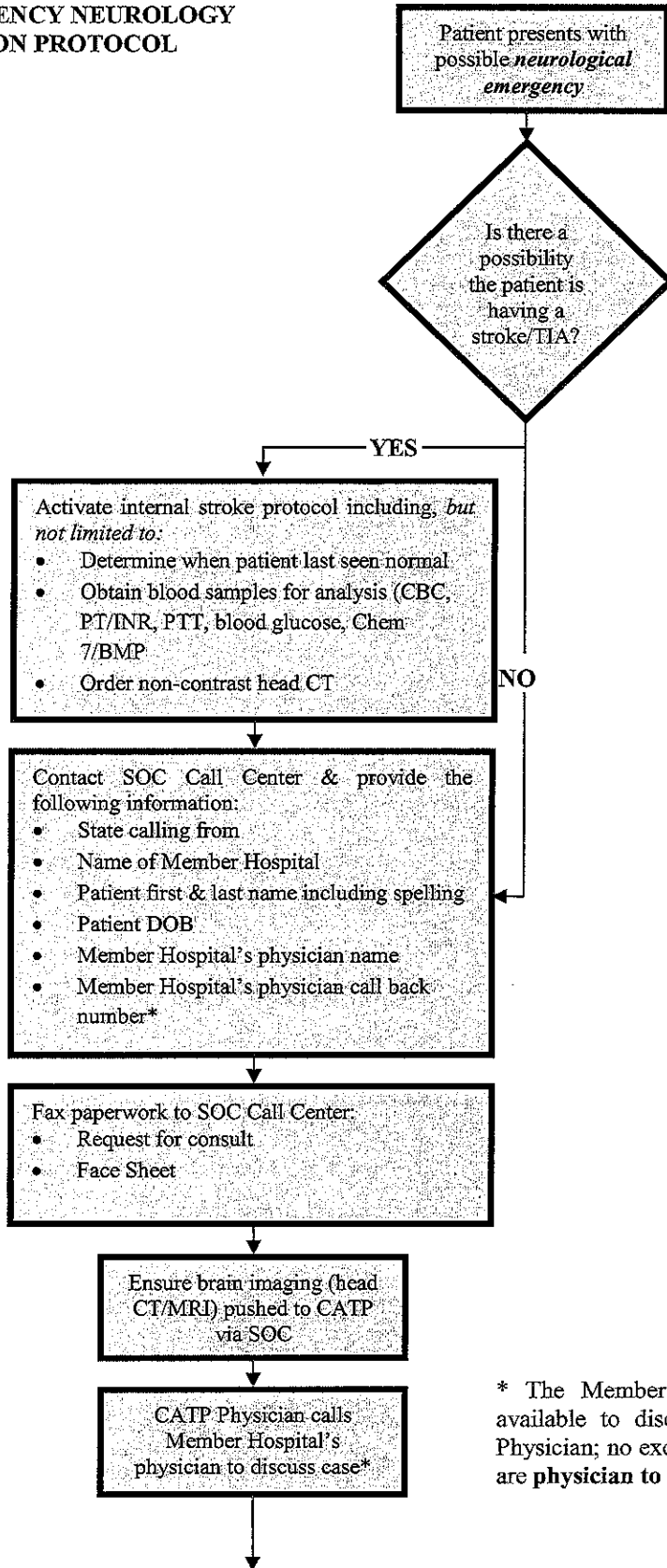
3. CT Acquisition, Image Standards and Transmissions. SOC shall work with Member Hospital to establish a Radiology Imaging acquisition process. This will enable CATP Physicians to obtain 24/7 access to Member Hospital's Radiology Imaging. SOC will work with Member Hospital's corporate and local Information Systems team to add this functionality. The preferred method is a Business to Business ("B2B") Virtual Private Network ("VPN") tunnel. Using this method, the CT images are sent using predefined encryption methods and no extra SOC hardware or software is required. The Member Hospital's Radiology Department will have the ability to send directly to SOC's web-based PACS. If this method is undesirable, SOC shall provide a DICOM compliant Image Router. This appliance will be located within the Member Hospital's network and communicate between the Member Hospital's Radiology Department and SOC's Imaging Core. Using this method, the Radiology Studies will be received by the Image Router, compressed, encrypted and transmitted to SOC's DICOM gateway via the public internet. Once received in SOC's Imaging Core, the data is uncompressed, unencrypted and the full DICOM presented via SOC's web-based PACS.

Member Hospital shall direct its Radiology Department and vendors to cooperate with SOC IT Staff to provide assistance configuring the Radiology Imaging acquisition process. In addition, Member Hospital shall facilitate training and or communication of all involved Radiology Personnel in the operational workflow and specific technology used by SOC and CATP in the provision of Specialty Consultative Services including the contact protocols for requesting assistance or support by SOC's IT Staff.

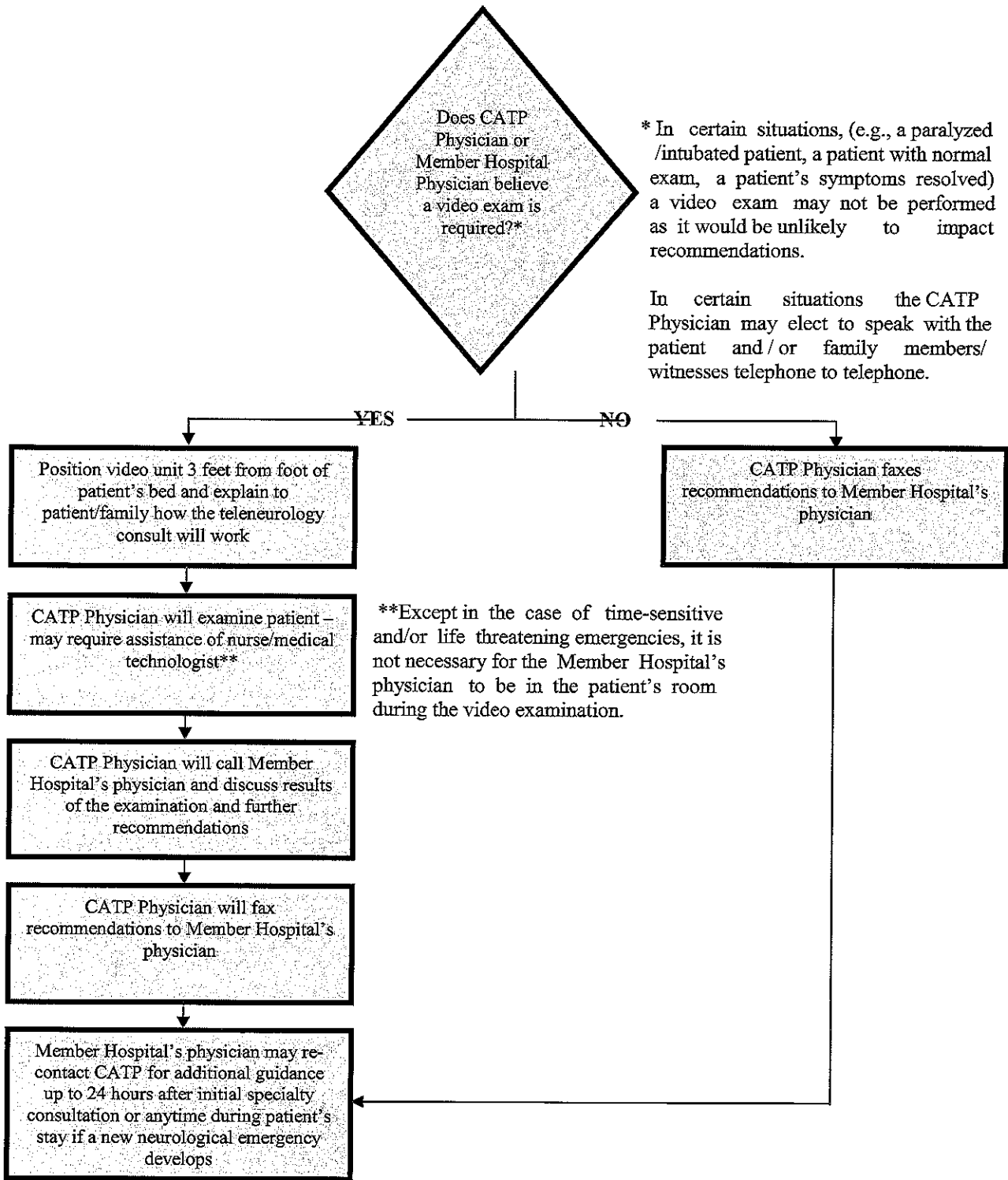
Any added functionality or costs related to the Member Hospital's network connectivity (infrastructure, bandwidth, or consulting services) are the sole responsibility of the Member Hospital.

EXHIBIT B: CONSULTATION PROTOCOL – CATP EMERGENCY NEUROLOGY

CATP EMERGENCY NEUROLOGY
CONSULTATION PROTOCOL



* The Member Hospital physician **must** be available to discuss the case with the CATP Physician; no exceptions will be made – consults are **physician to physician**



At any time during the consult if there is a question or concern about technology, process, or paperwork, staff should call the SOC Call Center and request assistance. Assistance is available twenty-four (24) hours a day, seven (7) days a week.

CATP is committed to providing the most rapid, effective, and patient centered consultations. If a Member Hospital is not satisfied with the treatment of the ED staff or the patient is dissatisfied with the CATP Physician's consultation, contact should be made with the CATP Medical Director by calling the SOC Call Center.

If neither the ED staff nor patient feels his/her concern is adequately responded to, the person (whether staff or patient) should feel free to contact The Joint Commission at (800) 994-6610.

EXHIBIT C: MEMBERSHIP AND CONSULTATION FEES

1. Membership Fee. The Membership Fee is due and payable to SOC no more than thirty (30) days after receipt of the certified invoice in the Auditor-Controller's Office. The Membership Fee is payment for the training of Member Hospital's staff on the proper use of CATP's Specialty Consultative Services and associated Workstation(s), the introduction and training of the Member Hospital's IT staff on the functionality of the Workstation(s) and the service, the installation of the Workstation(s) as well as equipment to transfer radiology images to SOC and CATP's consulting physicians, the creation of electronic medical records and an associated SOC database each of which are specific to Member Hospital and other operational meetings including the Kickoff Meeting all of which are steps in the launch process of the Specialty Consultative Services. The Membership Fee is one time only per Specialty Consultative Service and is Thirty Thousand Dollars (\$30,000) which covers the installation and use of a single Workstation in the Member Hospital's Emergency Department.
2. Credentialing Fees. SOC shall pay the costs of credentialing the CATP Physicians. The cost per Physicians is \$500 for the first year and a renewal fee of \$400 per Physician after the second year.
3. Additional Workstations. SOC will charge a fee of Twenty-Two Thousand Five Hundred Dollars (\$22,500) to Member Hospital, for each additional Workstation and its installation in the Member Hospital's Emergency Department. Additional units located elsewhere in the Member Hospital's facility may be charged at a higher price (to be quoted at the time of Member Hospital's request for such additional units), as units in locations outside of the Member Hospital's Emergency Department typically require incremental training of the medical and nursing staff with access to the Workstation and thereby to SOC and CATP.
4. Monthly Consultation Fee. CATP will charge a Monthly Consultation Fee of Nine Thousand One Hundred Fifty Dollars (\$9,150) in exchange for physician-to-physician Specialty Consultative Services 24/7 each month. CATP shall seek and obtain compensation for the performance of Specialty Consultative Services only from Member Hospital. CATP shall not, bill, assess or charge any fee, assessment or charge of any type against any Member Hospital patient or any other person or entity for Specialty Consultative Services rendered by CATP pursuant to this Agreement. CATP shall promptly deliver to Member Hospital any and all compensation, in whatever form, that is received by CATP or any CATP Physician for Specialty Consultative Services rendered by CATP or any CATP Physician from any third party payor or intermediate organization (including any independent practice association) for Specialty Consultative Services rendered by CATP or any CATP Physician pursuant to this Agreement.
5. Monthly Consultation Fee Terms. An invoice for the Monthly Consultation Fee will be sent to Member Hospital on or before the first of each month.. The invoice shall set forth the amount of the Monthly Consultation Fee per Exhibit C Section 4 of this Agreement for Member Hospital to certify such invoice and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
6. Annual Support Fee. SOC will charge Member Hospital an initial Annual Support Fee of Six Thousand Dollars (\$6,000), billed by invoice on each anniversary of the "Go Live Date" and charged in exchange for the service and updating of the Member Hospital's dedicated information on the SOC information systems, service and support of each Workstation for the year ahead, remote or on-site updating of the Member Hospital's Workstation(s), and twelve (12) hours of sporadic, teleconference-delivered first-time training of new Member Hospital's staff, and update training of previously trained Member Hospital's staff. The Annual Support Fee shall be adjusted upward by Two Thousand Dollars (\$2,000) for each Additional Workstation installed pursuant to Section 3 of Exhibit C. The Annual Support Fee is due and payable to SOC within thirty (30) days after receipt of the certified invoice in the Auditor-Controller's Office.
7. Additional Fees. If Member Hospital's workstation(s) is damaged by movement outside the Member Hospital's ED or other designated area of use, or is damaged by Member Hospital's staff or patients through no fault of SOC as determined and mutually agreed by both parties, Member Hospital will be charged for the replacement of the Workstation or of specific Workstation components necessary to restore the Workstation to a full level of functionality, at the cost of the replacement items, and for the travel expenses that have been preapproved in writing and in accordance with the Monterey County Travel Policy attached hereto as

Attachment A., if necessary, of SOC operations staff to travel to replace or repair the workstation. Further, under these circumstances neither SOC nor CATP will be liable for any disruption of Specialty Consultative Services during the time taken to repair or replace the Workstation.

8. Workstation Upgrade. Upon the end of the "Initial Term," and each anniversary thereafter, Member Hospital shall have the option to elect to extend the support for its existing Workstation(s), pursuant to Section 6 of Exhibit C, or to request an upgrade to new Workstation(s). If Member Hospital elects to upgrade to new Workstations, it shall pay a fee for each Workstation and its installation. However, no Annual Support Fee will be charged for the first year after the installation of a new Workstation, and the Annual Support Fee shall reset to the initial amount pursuant to Section 6 of Exhibit C. The amount of the fee for a new Workstation will be determined at the time of Member Hospital's request.

[END OF MEMBERSHIP AND CONSULTATION FEES TERMS]

EXHIBIT D: WORKSTATIONS, MAINTENANCE AND SUPPORT SERVICES

The Member Hospital's Workstation for the purpose of this agreement is a "Portable Teleconferencing Device" referred to in this Agreement by SOC as the "Workstation." SOC reserves the right to change the Workstation product manufacturer as necessary to align with progress in device development or in case of Workstation malfunction.

1. Support.

- a. SOC shall provide unlimited telephone support for technical assistance twenty-four (24) hours per day, seven (7) days per week coverage. SOC will provide immediate callback response.
- b. In the event that SOC support personnel cannot resolve a problem through phone support, and have determined that the issue may be related to the client side network or infrastructure, SOC will contact the Member Hospital's IT help desk through their normal contact procedures in order to resolve the issue. The Member Hospital's IT staff understands that these could be "Patient Care Compromised" issues and should act accordingly with prompt callback and onsite assistance.
- c. All parts are covered by this Agreement. In the event that a Workstation requires service, the dispatched Member Hospital's IT support personnel will work with the SOC support team by telephone in order to attempt to solve the issue remotely. In the circumstance that the issue cannot be resolved due to malfunctioning parts, SOC will replace malfunctioning parts with new or remanufactured parts and components, as determined by SOC.
- d. This Agreement covers the cost of shipping parts to the manufacturer and back to SOC or Member Hospital using next business day shipping with a commercial carrier. In the event that Member Hospital wishes to have the parts expedited, Member Hospital agrees to pay for the additional cost of as-quickly-as-possible shipping. SOC will utilize replacement equipment in the case where the shipment of parts is required as a first resort. In this circumstance SOC support resources will require onsite assistance from Member Hospital's technology support resources to assist in simple hardware swap out and configuration.
- e. SOC will provide access to Web-based FAQ's (if available);
- f. SOC will provide access to SOC on-line database (if available);
- g. SOC will provide access to Product change notices; and
- h. SOC will endeavor to restore the covered system to normal operation with the least service interruption, and if necessary, will provide Member Hospital with appropriate replacement equipment during the service call.

2. Member Hospital Responsibilities.

- a. Equipment Maintenance. Member Hospital may not alter the Workstation(s), wiring or programming, unless expressly directed by SOC's technicians during phone support. Any alterations to the Workstation(s), wiring, or programming will require SOC's approval in advance.
- b. Access. Member Hospital agrees to provide SOC with unrestricted access to Workstations and communications equipment for scheduled and unscheduled service calls.

3. What Is Not Covered.

- a. Inability of Workstation(s) and networking equipment, due to functionality of equipment and/or system design, to perform in a manner other than for what it was designed.

- b. Repetitive service responding to Member Hospital service request if no system failure was detected, or was attributable to Member Hospital.
 - c. Failure of Workstation(s) and networking equipment that is determined to be caused by Member Hospital's sole abuse or negligence, as demonstrated by SOC and mutually agreed upon in writing by Member Hospital.
 - d. Failure of Workstation(s) and networking equipment caused by fire, flood, earthquake, tornado, lightening, corrosion, failure due to utility service (e.g. electrical, gas, oil, internet, telephonic, including IP or ISDN), including unconditioned or fluctuating electrical service, or other acts of God, or causes beyond SOC's reasonable control.
 - e. Failure of Workstation(s) and networking equipment caused by structural, mechanical, electrical or plumbing systems.
 - f. Repairs prohibited by statute, governmental regulation or any other law.
4. Physical and Remote Access. Member Hospital shall provide SOC support personnel with twenty-four (24) hours a day, seven (7) days a week access to the Workstation(s) and adequate working space and facilities as necessary to provide Support Services for the Workstation(s) . Additionally, Member Hospital shall provide SOC with remote access ("Remote Access") to Member Hospital through Member Hospital's local access Internet Protocol (IP). Member Hospital hereby authorizes SOC to access Member Hospital's systems in order to provide Support Services via Remote Access.
5. Member Hospital Cooperation. Member Hospital shall reasonably cooperate with and assist SOC in the performance of the Support Services, including, without limitation, providing all information reasonably required by SOC in connection with Member Hospital's service requests (e.g., detailed description of problem, log files, etc.). Member Hospital shall use qualified service personnel with appropriate technical training and experience in connection with the Member Hospital's use and maintenance of the Workstation(s).
6. Limited Warranty. SOC warrants that the Support Services provided hereunder shall be rendered by qualified personnel in a good workmanlike manner consistent with accepted industry standards for similar services.
- a. Except for the foregoing express warranties, neither of SOC nor CATP makes any additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly excluded. Neither of SOC nor CATP makes any representation or warranty that all errors have been or can be eliminated from the equipment, hardware or software, that they will operate without interruption or that it will operate with other products.

[END OF WORKSTATION, MAINTENANCE AND SUPPORT SERVICES TERMS]

EXHIBIT E: GO-LIVE PLAN

By signing this Agreement, Member Hospital agrees to meet the "Go-Live Date" as defined in Section 8.a.

Deliverables	Responsible Party	Timeline	Notes
Go-Letter Signed and Received	Regional VP	Prior to kick-off meeting	
Kick-Off Meeting Scheduled	Regional VP	Prior to implementation steps	
Contact Forms Exchanged	Client Manager	Prior to kick-off call	Get hospital contact from RVP to request contacts before call
Implementation Manual Sent to Hospital Contacts	Client Manager	Prior to kick-off call	
Contract Submitted	Regional VP	On-going	
Kick-Off Meeting Conducted	Client Manager	As scheduled	
Go-Live Date Established/Confirmed	Client Manager	During kick-off call	
Credentialing	Client Manager	Process begins day of kick-off call, to be completed by day of go-live	Work w/MSO to ensure timeliness
Review and Execute Contract w/Hospital	Regional VP	Prior to go-live	
Membership Payment Collected	Regional VP	At contract signing	
Physician Education	Client Manager	Scheduled w/in 2 weeks of kick-off call	
Approval of Recommendation Sets	Client Manager	Final approval by day of go-live	Identify MEC meeting dates
IT Install and Testing	Client Manager	4 weeks before target go-live	Work w/ DIT to complete
Staff Training	Client Manager	Begin 2 weeks before go-live, complete no later than day before go-live	

EXHIBIT F: SOC LOGO



SPECIALISTS ON CALL™
The Leader in Clinical Telemedicine

EXHIBIT G: BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“**Exhibit**”) supplements and is made a part of this Agreement by and between Member Hospital (“**Covered Entity**” or “**CE**”) and SOC and CATP (each, a “**Business Associate**” or “**BA**”).

(A) Unless otherwise specified in this Exhibit, all capitalized terms used in this Exhibit shall have the meanings established for purposes of HIPAA or HITECH, as applicable. Specific statutory or regulatory citations used in this Exhibit shall mean such citations as amended and in effect from time to time.

1. “**Electronic Protected Health Information**” shall mean Protected Health Information that is transmitted or maintained in electronic media.
2. “**HIPAA**” shall mean the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d through 1320d-8, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
3. “**HITECH**” shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17954, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
4. “**Protected Health Information**” shall mean the term as defined in 45 C.F.R. § 160.103, and is limited to the Protected Health Information received from, or received or created on behalf of, the CE by BA pursuant to performance of the Services.
5. “**Privacy Rule**” shall mean the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and E).
6. “**Security Rule**” shall mean the federal security regulations issued pursuant to HIPAA, as amended from time to time, codified at 45 C.F.R. Part 164 (Subparts A and C).
7. “**Services**” shall mean the Specialty Consultative Services as defined in the Agreement.
8. “**Unsecured Protected Health Information**” shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the regulations or guidance issued pursuant to 42 U.S.C. § 17932(h)(2).

(B) With regard to BA’s use and disclosure of Protected Health Information:

1. BA may use and disclose Protected Health Information as reasonably required or contemplated in connection with the performance of the Services, excluding the use or further disclosure of Protected Health Information in a manner that would violate the requirements of the Privacy Rule, if done by the CE. Notwithstanding the foregoing, BA may use and disclose Protected Health Information for the proper management and administration of BA as provided in 45 C.F.R. § 164.504(e)(4).
2. BA will not use or further disclose Protected Health Information other than as permitted or required by this Exhibit, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), or as otherwise Required by Law.
3. BA will implement and use appropriate administrative, physical, and technical safeguards to (1) prevent use or disclosure of Protected Health Information other than as permitted or required by

this Exhibit; (2) reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that BA creates, receives, maintains, or transmits on behalf of the CE; and (3) comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316.

4. BA will, without unreasonable delay, report to the CE (1) any use or disclosure of Protected Health Information not provided for by this Exhibit of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (2) any Security Incident affecting Electronic Protected Health Information of which BA becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C).
5. BA will, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, notify the CE of any Breach of Unsecured Protected Health Information. The notification shall include, to the extent possible (and subsequently as the information becomes available), the identification of all individuals whose Unsecured Protected Health Information is reasonably believed by BA to have been Breached along with any other available information that is required to be included in the notification to the Individual, the Secretary, and/or the media, all in accordance with the data breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164 (Subparts A, D, and E).
6. BA will ensure that any subcontractors or agents to whom BA provides Protected Health Information agree to the same restrictions and conditions that apply to BA with respect to such Protected Health Information. To the extent that BA provides Electronic Protected Health Information to a subcontractor or agent, it will require the subcontractor or agent to implement reasonable and appropriate safeguards to protect the Electronic Protected Health Information consistent with the requirements of this Exhibit.
7. BA will, to the extent that Protected Health Information in BA's possession constitutes a Designated Record Set, make available such Protected Health Information in accordance with 45 C.F.R. § 164.524.
8. In the event that BA, in connection with the Services, uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, BA will provide an electronic copy of such Protected Health Information in accordance with 42 U.S.C. § 17935(e).
9. BA will, to the extent that Protected Health Information in BA's possession constitutes a Designated Record Set, make available such Protected Health Information for amendment and incorporate any amendments to such information as directed by the CE, all in accordance with 45 C.F.R. § 164.526.
10. BA will document and make available the information required to provide an accounting of disclosures of Protected Health Information, in accordance with 45 C.F.R. § 164.528.
11. In the event that BA, in connection with the Services, uses or maintains an Electronic Health Record of Protected Health Information of or about an Individual, BA will make an accounting of disclosures of such Protected Health Information in accordance with the requirements for accounting of disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c).
12. BA will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary for purposes of determining the CE's compliance with the Privacy Rule.
13. BA will limit any request, use, or disclosure by BA of Protected Health Information, to the extent practicable, to the Limited Data Set of such Protected Health Information (as defined in 45 C.F.R. § 164.514(e)(2)), or, if the request, use, or disclosure by BA of Protected Health Information, not in a Limited Data Set, is necessary for BA's performance of the Services, BA will limit the amount of such Protected Health Information requested, used, or disclosed by BA to the minimum necessary to accomplish the intended purpose of such request, use, or disclosure, respectively as set forth by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)).

14. BA will not directly or indirectly receive remuneration in exchange for any Protected Health Information as prohibited by 42 U.S.C. § 17935(d).
 15. BA will not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a).
 16. BA will not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b).
- (C) In addition to any other obligation set forth in this Agreement, including this Exhibit, the CE agrees that it will: (1) not make any disclosure of Protected Health Information to BA if such disclosure would violate HIPAA, HITECH, or any applicable federal or state law or regulation; (2) not request BA to use or make any disclosure of Protected Health Information in any manner that would not be permissible under HIPAA, HITECH, or any applicable federal or state law or regulation if such use or disclosure were done by the CE; and (3) limit any disclosure of Protected Health Information to BA, to the extent practicable, to the Limited Data Set of such Protected Health Information, or, if the disclosure of Protected Health Information that is not in a Limited Data Set is necessary for BA's performance of the Services, to limit the disclosure of such Protected Health Information to the minimum necessary to accomplish the intended purpose of such disclosure, as set forth by the Secretary (pursuant to 42 U.S.C. § 17935(b)(1)(B)).
- (D) If either the CE or BA knows of either a violation of a material term of this Exhibit by the other party or a pattern of activity or practice of the other party that constitutes a material breach or violation of this Exhibit, the non-breaching party will provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. In the event that the breaching party does not cure the breach or end the violation on or before thirty (30) days after receipt of the written notice, the non-breaching party may do the following:
- (i) if feasible, terminate this Agreement; or
 - (ii) if termination of this Agreement is infeasible, report the issue to the Secretary.
- (E) BA will, at termination of this Agreement, if feasible, return or destroy all Protected Health Information that BA still maintains in any form and retain no copies of Protected Health Information or, if such return or destruction is not feasible (such as in the event that the retention of Protected Health Information is required for archival purposes to evidence the Services), BA may retain such Protected Health Information and shall thereupon extend the protections of this Exhibit to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of such Protected Health Information infeasible.
- (F) Any other provision of this Agreement that is directly contradictory to one or more terms of this Exhibit shall be superseded by the terms of this Exhibit to the extent and only to the extent of the contradiction and only for the purpose of the CE's and BA's compliance with HIPAA and HITECH. The terms of this Exhibit, to the extent they are unclear, shall be construed to allow for compliance by the CE and BA with HIPAA and HITECH.
- (G) **Indemnification.** Each party, CE and BA, will indemnify, hold harmless and defend the other party to this Exhibit from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, active or passive negligence, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Exhibit; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the party's performance under this Exhibit.

In addition, the CE agrees to compensate BA for any time and expenses that BA may incur in responding to requests for documents or information under HIPAA, HITECH, or any regulations promulgated under HIPAA or HITECH.

Nothing contained in this Exhibit is intended to confer upon any person (other than the parties hereto) any rights, benefits, or remedies of any kind or character whatsoever, whether in contract, statute, tort (such as negligence), or otherwise, and no person shall be deemed a third-party beneficiary under or by reason of this Exhibit.

Member Hospital

Signature: _____

Date: _____

CATP

Signature:  _____

Date: 11/16/12

SOC

Signature:  _____

Date: 11/16/12

Exhibit H



MEDICAL STAFF POLICY

Title: Practitioner Code of Conduct	Effective: 05/09 Reviewed/Revised: 08/11
Standard: MSP004-2	Approved: MEC 08/11 BOT 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

POLICY

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.
2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Contribute to the overall educational mission of NMC.
6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

EXAMPLES OF PROFESSIONAL BEHAVIOR

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.
6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.
8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.
2. Falsification of medical records, including timekeeping records and other NMC documents.
3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.
8. Harassment
 1. a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
 1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
 2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
 3. Otherwise adversely affects an individual's employment opportunity.
 2. b. Harassing conduct includes, but is not limited to:
 1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
 2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age,

disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.

9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;
10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of NMC staff in front of patients, families, or other staff.

PROCEDURE

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.