

## HOSPITAL SERVICE AGREEMENT

This Hospital Service Agreement (this “Agreement”), dated as of February 1, 2016 (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 Specialists on Call Physicians, and as California Tele-Physicians (“TPP”); and County of Monterey, on behalf of Natividad Medical Center (“Member Hospital”).

### WITNESSETH:

WHEREAS, TPP, 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 may provide Member Hospital with the use of an SOC Workstation(s) (defined herein); and

WHEREAS, Member Hospital, SOC and TPP 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, TPP 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 Service Description” (herein referred to as the “Consultation Protocol”) as set forth in this Agreement means the method for initiating and conducting a consultation with TPP, including providing requested patient information and providing access to appropriate Member Hospital physicians and other clinical staff, 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 TPP 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 each Exhibit A of this Agreement.

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

“TPP Physician Panel” is provided to Member Hospital during Implementation, and represents the TPP Physicians that must be credentialed at Member Hospital before Go-Live.

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

2. SOC Hospital Network Implementation. Implementation 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 TPP Physicians, all as set forth in this Agreement and including the submission of medical credentials of the TPP Physicians as necessary for them to become members of Member Hospital’s medical staff.
3. Responsibilities of SOC and TPP. SOC and/or TPP shall be responsible for the following:
  - a. SOC and/or TPP shall provide the Equipment (if applicable) 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 responsible for all maintenance of the Member Hospital’s Equipment. SOC shall also provide appropriate training in the use of such Equipment.

If Member Hospital elects to use its own Equipment, then Member Hospital and their thirty party support vendor shall be responsible for all maintenance of Member Hospital’s Equipment pursuant to Exhibit C2.
    - ii. TPP Physicians. All TPP 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 California, credentialed at the applicable Member Hospital, board eligible or certified in their specialty specified and described in each Exhibit A and appropriately trained and experienced in the provision of Specialty Consultative Services (the “Specialty Physicians”). Applicants who are not board certified at the time of application but recently completed a residency/fellowship shall be eligible for appointment but must obtain board certification within three (3) years of completion of residency/fellowship. TPP shall be solely responsible for the compensation of TPP Physicians, including its physician consultants.
    - iii. Physician Services. TPP shall provide the services of Specialty Physicians in shifts on business days, weekends and holidays. Physician Availability is as specified in each Exhibit A.
    - iv. Insurance: Professional Liability. SOC and TPP 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 SOC and TPP. Additionally, from time to time, SOC and TPP may elect to provide coverage to higher limits in a given state, and that coverage will be extended to all TPP Physicians covering that specific state. Prior to execution of this Agreement, and thereafter within thirty (30) days of a request, SOC and TPP shall provide Member Hospital with appropriate evidence of its compliance with the foregoing requirement.

- v. Insurance: Commercial/General Liability. Prior to execution of this Agreement, SOC and TTP 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 (\$1,000,000) dollars 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 TTP 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 TTP's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

- b. Standards for Specialty Consultative Services; Joint Commission; Regulations. TPP 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 and in accordance with all Member Hospital's policies and procedures and rules and regulations, including, without limitation, those related to medical records and patient confidentiality, and the Joint Commission Telemedicine Requirements, and the State of California, 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 TPP shall be responsible for the actual implementation of any TPP advice or recommendations at Member Hospital, nor for all associated compliance with applicable laws and regulations, conditions of participation and Member Hospital's policies and procedures.
- c. Code of Conduct. SOC and TTP 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, TTP and each TTP Physician have been given ample opportunity to read, review and understand the Code. With respect to SOC's, TTP's and TTP Physicians' business dealings with Member Hospital and their performance of the services described in this Agreement, none of SOC, TTP or any TTP 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, TTP and each TTP 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
- d. SOC's and TTP'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. TPP 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 TPP 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 TPP shall provide additional training as reasonably requested by Member Hospital, and any

such training shall be at the Member Hospital's cost at SOC and/or TPP's then standard rates thereafter.

- f. Equipment and Maintenance. SOC shall provide Member Hospital with a Workstation and support and maintenance services therefore as set forth on Exhibit C1 to this Agreement. SOC shall provide support and maintenance services for the Workstation pursuant to Exhibit C1 of this Agreement.

Should Member Hospital elect to use its own Equipment, then Member Hospital and its third party vendor shall be responsible for all maintenance of the Equipment, pursuant to Exhibit C2.

- g. Medical Records. TPP acknowledges that all medical records of Member Hospital's patients shall be and shall remain the property of such Member Hospital and that TPP shall have access to such medical records in accordance with Member Hospital's policies. Member Hospital acknowledges and agrees that TPP shall retain for TPP's records, in compliance with applicable laws and regulations, copies of all records relating to the performance of the Specialty Consultative Services, including without limitation, all paperwork and forms transmitted or received by TPP Physicians in connection therewith, and those medical records that describe the Member Hospital's patient's clinical course and eventual outcome. Member hospital agrees to provide TPP with those medical records that describe the patient's clinical course and outcome upon request.

- h. Records Available to Contractor. Both during and after the term of this Agreement, Member Hospital shall permit TTP and TTP's agents to inspect and/or duplicate, at TTP'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. TTP shall be solely responsible for maintaining patient confidentiality with respect to any information which TTP obtains pursuant to this Section

#### 4. Member Hospital Responsibilities.

- a. Credentialing of TPP Physicians. As the quality and timeliness of the Specialty Consultative Services are the responsibility of SOC and TPP, SOC and TPP shall be responsible for the selection of and scheduling of Specialty Physicians to provide services to Member Hospital and its patients. SOC and TPP warrant that all Specialty Physicians that provide services under this Agreement have been and will be held to high standards for clinical quality, regulatory compliance and professionalism. SOC shall remove from the service schedule any physician failing to adhere to such standards and shall notify Member Hospital of such decision.

Member Hospital shall be responsible for the timely credentialing of Specialty Physicians selected by SOC and TPP to deliver Specialty Consultative Services to Member Hospital's patients and shall grant privileges to all physicians presented by TPP. SOC agrees to pay initial credentialing fees on behalf of TPP's Specialty Physicians. Requests for telemedicine privileges will be processed in accordance with the provisions of the Medical Staff Bylaws, Rules & Regulations, and applicable policies and procedures in the same manner as for any other applicant for initial appointment or reappointment, including but not limited to all required primary verification of licensure, training and experience. Information from the distant site telemedicine provider hospital or entity may be considered as part of this process, but shall not be relied upon in lieu of primary sources for purposes of verifying licensure and training.

Member Hospital shall facilitate and expedite the necessary credentialing and document verification for each TPP Physician so that SOC can initiate service at the time of the Go-Live Date. All Specialty Physicians listed on the initial panel must be privileged by Member Hospital prior to the Go-Live Date for any Specialty Consultative Service under this Agreement.

Throughout the life of this Agreement, Member Hospital agrees to credential additional TPP Physicians in order to maintain service levels to member Hospital, and shall grant such privileges within ninety (90) days of such request. Any failure to grant privileges to a TPP Physician or failure to do so in a timely manner may be expected to impair those service level response times enumerated in Exhibit A. SOC agrees to pay the Member Hospital's re-appointment and annual dues for the life of this Agreement.

Member Hospital shall provide TPP evidence of its internal review of each TPP affiliated physician's performance, for use in TPPs periodic appraisal of its physicians. At a minimum, this information must include:

1. All adverse events that result from a physician's Specialty Consultative Services provided to Member Hospital patients, and
2. All complaints Member Hospital has received about the Physician.

If hospital is a critical access hospital, Member Hospital is responsible for periodic evaluation and quality assurance reviews that comply with 42 C.F.R. 482.126.

- b. Specialty Consultative Services with TPP Physicians. Member Hospital recognizes that TPP 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 TPP Physician. TPP Physicians will not be physically located within the Member Hospital and, as a consequence:
- i. TPP Physicians are not required to attend Member Hospital medical staff meetings or any other onsite meetings;
  - ii. TPP Physicians are not required to submit blood work, PPD examinations, or other testing related to communicable diseases or submit any record of immunization considering that communicable diseases cannot be transmitted over audiovisual equipment;
  - iii. TPP Physicians are not required to certify health status to the Member Hospital, in the form of a physical exam or otherwise;
  - iv. Since TPP Physicians may be credentialed on staff at multiple Member Hospitals, but not physically located in any of them, Member Hospital specific CME modules and other training and educational requirements will be waived for TPP Physicians and SOC will provide documented CME requirements for TPP Physicians in accordance with their Joint Commission certification.
  - v. TPP Physicians are not subject to Member Hospital's Focused Professional Practice Evaluation ("FPPE") and Ongoing Professional Practice Evaluation ("OPPE") processes. SOC will report relevant FPPE and OPPE data based upon the TPP Physician's service at SOC, as reasonably requested by Member Hospital.
- c. SOC Equipment at Member Hospital. During the Term of this Agreement, Member Hospital shall use the Equipment solely to enable the TPP Physicians to render the Specialty Consultative Services for the benefit of Member Hospital's patients.

Should Member Hospital elect to use its own Equipment, Member Hospital shall provide a "Portable Teleconferencing Device" referred to in this Agreement by SOC as a "Workstation", which shall be used by Member Hospital for the receipt of Specialty Services from SOC. The Workstation shall have priority availability (defined as available within not more than ten (10) minutes of Member Hospital's physician identifying a patient with a neurological emergency) for TPP Specialty Consultative Services. Member Hospital personnel shall be responsible for ensuring

the Workstation is moved to a patient and available for TPP Physicians to perform the Specialty Consultations. Member Hospital is responsible for maintenance and reliability of equipment.

- d. Physicians at Member Hospital. Member Hospital agrees to make its physicians available to discuss the case and work with the TPP 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 TPP. To ensure proper communications between Member Hospital and the TPP 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 solely 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/TPP in accordance with the Consultation Protocol. 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 TPP, subject to the exercise of independent medical judgment by Member Hospital's physicians. Without limitation of any other remedy SOC and TPP 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 (\$1,000,000) dollars per occurrence and three million (\$3,000,000) dollars 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).
- h. Connection Criteria; Payment. At the beginning of each calendar month during the term, TPP shall invoice Member Hospital the Monthly Consultation Fee at the rates set forth in Exhibit G. Member Hospital shall pay such invoice, based on the payment terms set forth in Exhibit B. Monthly Consultation Fee charges for Specialty Consultative Services shall be invoiced in the amount indicated in Exhibit G. The total amount payable by Member Hospital to TPP under this Agreement shall not exceed the sum of Four Hundred Thousand Dollars (\$400,000).

Invoices shall be sent via email to the following point of contact (two points of contact are required).

Primary Point of Contact

Name: Physician Services

Address: Natividad Medical Center

1441 Constitution Blvd, Bldg 300

Email: balzaj@natividad.com

Phone Number: 831.755.4196

Secondary Point of Contact

Name: Accounts Payable, approval by Physician Services

Address: Natividad Medical Center

1441 Constitution Blvd, Bldg 300

Email: accountspayableemail@natividad.com

Phone Number: 831.755.4111

5. Promotion. Member Hospital may promote use of the Specialty Consultative Services within the Member Hospital's geographic area (as agreed upon between the Parties hereto) and SOC may promote Member Hospital as a member of its 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 to Exhibit D and made a part of this Agreement. Member Hospital and SOC may promote use of the Specialty Consultative Services only through advertising and promotional materials (including without limitation, print, radio or televised promotion) approved by both Member Hospital and SOC on behalf of TPP, with such approval not to be unreasonably withheld or delayed. The logo on Exhibit E shall be used on every promotional document, video and web site that is associated with Member Hospital's promotion of the SOC Hospital Network and the Specialty Consultative Services.
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 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 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. The other Parties shall then certify the same in writing and that no copies have been retained by such Party, its employees or agents.
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 become effective on February 1, 2016 (the "Effective Date"), and shall continue until January 31, 2018 (the "Expiration Date"), subject to the termination provisions of this Agreement.
- 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 their Services 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 TPP to provide any TPP Physicians for Specialty Consultative Services; or
    - 3) Failure by Member Hospital to follow and adhere to the Consultation Protocol; or
    - 4) Failure by Member Hospital to pay amounts owed to TPP 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."
  - vii. neglect of professional duty by TTP or any TTP 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;
  - viii. breach by TTP or any TTP Physician of any HIPAA Obligation (as defined in Exhibit F); or
  - ix. TTP is rendered unable to comply with the terms of this Agreement for any reason.



- c. Termination in Response to Non-Appropriation of County Funding. Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriate funds for this Contract in the County's Budget for each such future fiscal year. In the event that the funds are not appropriated for this Contract, then this Contract shall terminate as of June 30<sup>th</sup> of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.
- d. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the County for services that are to be provided under this Agreement, County, in its sole and absolute discretion after consultation with the Contractor, may elect to terminate this Agreement by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. Alternatively, County and Contractor may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.
- e. Upon termination of their Services Agreement, Member Hospital shall allow SOC and TPP to retrieve all SOC and TPP Equipment (if applicable) 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).
- f. The provisions of Sections 1, 3(e), 4(h), 6, 7, 8(c), 8(d), 9, 10, 11 and 12 shall survive the termination or expiration of this Agreement or any Services Agreement for any reason.

9. Indemnification.

- a. Indemnification by SOC and TTP. SOC, TTP and each TTP Physician shall indemnify, defend, and hold harmless 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 TTP's or TTP Physicians' performance of this Agreement, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of County. "Contractor's performance" includes Contractor's and Group Physicians' negligent acts or omissions and the negligent acts or omissions of Contractor's officers, employees, agents and subcontractors.
- b. Indemnification by County. County agrees to defend, indemnify, and hold harmless SOC, TTP and TTP Physicians, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

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 the State of California, 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 TPP 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. HIPAA Matters. Pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") at 45 CFR Parts 160 and 164, as amended, the statutory language of HITECH, and to the extent SOC or TPP receives or is intended to receive any Protected Health Information ("PHI") from or on behalf of Member Hospital or any of the Member Hospitals, SOC and TPP agree to execute and abide by the provisions of Member Hospital's Business Associate Agreement ("BAA"), a copy of which is attached hereto and made a part hereof as Exhibit F.
- c. Exclusion from Federal Healthcare Programs. Each of the Member Hospital and TPP 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 TPP agree to notify Member Hospital, within one (1) business day of SOC or TPP 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, TPP, or Member Hospital is excluded from any federal/state health care program, this Agreement shall immediately terminate. If SOC, TPP, 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.

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/Amendments 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. All notices, demands or consents required or permitted hereunder shall be delivered in writing to the respective Parties at the addresses set forth below or at such other address as shall have been

given to the other Party in writing for the purposes of this clause. Such notices shall be deemed effective upon the earliest to occur of: (i) actual delivery; or (ii) five (5) calendar days after mailing by first class mail, addressed and postage prepaid, return receipt requested; or (iii) two (2) calendar days after sending by a recognized overnight courier service.

If to SOC:  
Specialists On Call, Inc.  
1768 Business Center Drive, Suite 100  
Reston, VA 20190  
Attn: CFO  
With cc to Director of Contracts

If to Member Hospital:  
Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
Attn: Deputy Purchasing Agent

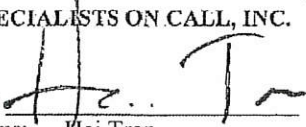
If to TPP:  
Tele-Physicians, P.C.  
818 West 7<sup>th</sup> Street  
Los Angeles, CA 90017  
Attn: Director of Contracts

- j. This Agreement is made under, shall be governed by and shall be construed in accordance with the laws of the State of California.
- 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 TPP 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 TPP that are necessary to certify the nature and extent of any costs incurred by Member Hospital or SOC and TPP. If SOC and TPP 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 Agreement a period of four (4) years.

*(signature page to follow)*

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

**SPECIALISTS ON CALL, INC.**

By:   
Name: Hai Tran  
Title: CFO  
Date: 1/11/2016  
Duly Authorized hereunto

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

By: Todd L. Samuelson  
Name: Todd L. Samuelson  
Title: President  
Date: 1/11/16  
Duly Authorized hereunto

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

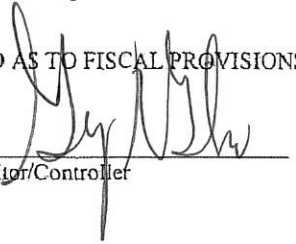
Date: \_\_\_\_\_, 20\_\_

APPROVED AS TO LEGAL PROVISIONS:

  
Stacy Saetta, Deputy County Counsel

Date: 1/13, 2016

APPROVED AS TO FISCAL PROVISIONS:

  
Deputy Auditor/Controller

Date: 1-13, 2016

**EXHIBIT A1: SPECIALTY CONSULTATIVE SERVICES – EMERGENCY NEUROLOGY  
CONSULTATION SERVICE DESCRIPTION**

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 TPP Physician or with assistance of designated clinical representative. 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 emergencies. Specialty Consultative Services also include, without limitation, videoconferencing and teleconferencing, including the discussions between the TPP 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 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 TPP Physician assume the primary responsibility for the care of the patient.
2. Clinician Availability. The TPP physician or designated clinical representative (TPP Clinician) will be available in specific timeframes as noted for each specific service referenced in sections 3.a. and 3.b.
3. Time-Sensitive Neurologic Emergencies. The TPP Clinician will respond for consultation for time-sensitive neurologic emergencies under this agreement based on the criteria and timeframes outlined below.
  - a. Identified Reasons for Consult
    1. Symptoms consistent with an acute ischemic stroke with a time last known well (TLKW) < 4.5 hours. These cases will generally take clinical priority over all other neurologic consultations based on currently accepted clinical practice guidelines.
    2. Symptoms consistent with an acute ischemic stroke with a TLKW < 8 hours
    3. Symptoms consistent with a Transient Ischemic Attack (TIA) with an onset <4.5 hours from time of consultation
    4. Acute intracranial hemorrhage
    5. Status epilepticus
    6. Other rapidly progressive neurologic conditions (e.g. myasthenic crisis, acute Guillain-Barre)
  - b. Availability. At all times a TPP Clinician (a) will be available by phone within fifteen (15) minutes and (b) the TPP Physician will initiate Specialty Consultative Service within thirty (30) minutes, via telephone or videoconference, as determined in consultation with the Member Hospital's physician subject to the equipment being made available by Member Hospital. At times of operational need a TPP Clinician (e.g. nurse, nurse practitioner, physician) may initiate first contact in order to gather initial clinical information and facilitate consultation. It is the responsibility of Member Hospital to have an appropriate healthcare provider (physician, NP, PA, or specifically trained RN) available at the bedside at the time of the consult to assist with the physical exam. These time-sensitive neurologic emergency consults may be generated from any patient care location in the hospital.
  - c. No "Stacking" (defined below) of Consult Requests Permitted. Member Hospital must request each consultation when a need is identified—in no instance should Member Hospital reserve or hold back consultations so they can be grouped or "stacked." SOC shall use best efforts to reasonably accommodate all patients if "stacking" occurs; however, Member Hospital waives SOC's response time obligations under this Exhibit, as "stacking" may inhibit SOC's ability to see all patients in a timely manner. In addition, to ensure that SOC is able to serve its broader base of clients and patients, SOC reserves the right to stratify "stacked" cases among other Member Hospitals (e.g. – other facilities), if applicable, when "stacking" occurs, based upon physician availability and patient acuity.

While SOC understands that “stacking” may occasionally occur due to clinical necessity (e.g. multiple emergency events presenting simultaneously), repeated stacking will be interpreted as intentional at Member Hospital and needs to be addressed accordingly and immediately. SOC will notify Member Hospital when a “stacking” incident occurs. Should Member Hospital receive three (3) or more stacking notifications from SOC in any given sixty (60) day period, Member Hospital will be considered in breach of the Agreement.

“Stacking” will be defined as three (3) or more consults that are initiated by the Member Hospital in any given thirty (30) minute period of time, or four (4) or more consultations initiated by the Member Hospital within any given sixty (60) minute period of time.

- d. Follow-up Consultation. At times, an emergency consult may require a follow-up (e.g. medication dosing, clarification of recommendation, need to answer specific questions for staff or family). In these instances, an SOC Clinician will respond without additional charge. Such routine follow-ups include the following:
  - i. Questions or clarifications regarding a recommendation made in the initial consult; or
  - ii. A predictable need to check on a patient’s progress in the 24-hours following the initial consult.

In the event of a change in the patient’s condition, a subsequent consult must be initiated utilizing the methods outlined above. This consultation will result in a charge to Member Hospital pursuant to the Agreement.

4. Radiological Imaging Acquisition, Image Standards and Transmissions. SOC shall work with Member Hospital to establish a Radiology Imaging acquisition process. This will enable TPP 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 relevant 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 images directly to 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 TPP 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.

5. Clinical Variability. SOC, TPP, and Member Hospital acknowledge that clinical variability are inherent in the practice of medicine. SOC and TPP will make best efforts to respond to variability in patient presentations for specific conditions and changes in patient status over time.

**EXHIBIT A2: SPECIALTY CONSULTATIVE SERVICES – ROUTINE NEUROLOGY  
CONSULTATION SERVICE DESCRIPTION**

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 TPP Physician or with the assistance of a designated clinical representative. 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. Specialty Consultative Services also include, without limitation, videoconferencing and teleconferencing, including the discussions between the TPP Physician and the patient, the patient's family members and/or adult(s) accompanying the patient. The transmission of still images and vital signs to provide Member Hospital's physicians with assistance with diagnosis and therapy for specific patients with neurologic condition is also a part of Specialty Consultative Services. In no case does the TPP Physician assume the primary responsibility for the care of the patient.
2. It is the responsibility of Member Hospital to have an appropriate healthcare provider (physician, NP, PA, or specifically trained RN) available at the bedside at the time of the consult to assist with the physical exam. If TPP Physician initiates consult and Member Hospital healthcare provider (physician, NP, PA, or specifically trained RN) is not present, the consult will not be completed and Member Hospital will be charged 50% of the per consult fee.
3. Clinician Availability. Between 8:00 am and 5:00 pm local hospital time daily, AND 8:00 am and 12:00 pm local hospital time on Saturday, Sunday and holidays. . During these hours, TPP will make its best efforts to provide scheduled consultative services on the same day when request is made by 12:00 pm local time (10:00 am on Saturday and Sunday). TPP Physician will be available for next-day scheduled consults.
4. Routine Neurologic Consultations.
  - a. Patients being held in the ED, admitted under observation status, or admitted under inpatient status under the care of a member of the medical staff and with a neurologic condition either acute or chronic requiring neurologic expertise. Representative conditions include, but are not limited to:
    - i. Headache
    - ii. Stable seizures
    - iii. Neurologic findings not characteristic of an acute ischemic stroke or other neurological emergency listed above
    - iv. Management of seizures including medication adjustments
    - v. Cognitive Neurology/Change in Mental Status
    - vi. TIA/Stroke follow-up
    - vii. Seizures/Syncope
    - viii. Vertigo/Gait and Balance Issues
    - ix. Movement Disorders/Parkinson's/Tremor
    - x. Neuropathy/Neuromuscular Consultation
    - xi. Myelopathy
    - xii. Back pain or neck pain (differential diagnosis and management)
  - b. Review of information may include, results, images, reports or records in synchronous (video chat/screen share) or asynchronous (file/document/video recording review)
  - c. Follow-up Consultation. At times, an emergency consult may require a follow-up (e.g. medication dosing, clarification of recommendation, need to answer specific questions for staff or family). In these instances, an SOC Clinician will respond without additional charge. Such routine follow-ups include the following:
    - i. Questions or clarifications regarding a recommendation made in the initial consult; or
    - ii. A predictable need to check on a patient's progress in the 24-hours following the initial consult.



In the event of a change in the patient's condition, a subsequent consult must be initiated utilizing the methods outlined above. This consultation will result in a charge to Member Hospital pursuant to the Agreement.

5. Radiological Imaging Acquisition, Image Standards and Transmissions. SOC shall work with Member Hospital to establish a Radiology Imaging acquisition process. This will enable TPP 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 relevant 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 images directly to 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 TPP 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.

6. Clinical Variability. SOC, TPP, and Member Hospital acknowledge that clinical variability are inherent in the practice of medicine. SOC and TPP will make best efforts to respond to variability in patient presentations for specific conditions and changes in patient status over time.

## EXHIBIT B: IMPLEMENTATION AND SUPPORT FEES

1. Implementation Fee. The Implementation Fee is due and payable to SOC at the time of the signing of each Specialty Consultative Services Agreement (Exhibit G), and in all cases must be received by SOC within five (5) days of contract signing. SOC cannot proceed with Go-Live until payment is received in full.

The amount of each Implementation Fee will be defined in the applicable Services Agreement (Exhibit G). The Implementation Fee is payment for the following:

- Project Management, including project kick-off meeting and weekly status meetings with key project stakeholders.
- Technical implementation including network and security audits, as well as configuration of video, virtual PACS, and EEG transmission (if applicable).
- Hospital database development in SOC clinical documentation system.
- Scheduling and privileging of SOC's panel of TPP Physicians.
- Training of Member Hospital's staff on the proper use of TPP's Specialty Consultative Services, including mock consults.
- Introduction and training of the Member Hospital's IT staff on the functionality of the Workstation(s) and the service, as well as equipment to transfer radiology images to SOC and TPP's consulting physicians.

2. Additional Workstations. Should Member Hospital request use of an additional SOC Workstation to support an existing Services Agreement, SOC will charge a fee for each additional Workstation and its installation in the Member Hospital's Emergency Department.

1. Monthly Support Fee. SOC will charge Member Hospital a Monthly Support Fee, charged in exchange for reporting, retraining, customer support, and end-point maintenance.

2. Timing. SOC shall submit to Member Hospital a monthly invoice at the completion of services, no later than 30 days after completion of services. The invoice shall set forth the amounts claimed by SOC for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. Member Hospital shall certify the invoice, either in the requested amount or in such other amount as Member Hospital approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

[END OF IMPLEMENTATION AND SUPPORT FEE TERMS]

## EXHIBIT C1: 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 prompt 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.

### 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 caused by Member Hospital's abuse or negligence, as demonstrated by SOC.
  - 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.

Except for the foregoing express warranties, neither of SOC nor TPP 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 TPP 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 C2: WORKSTATIONS, MAINTENANCE AND SUPPORT SERVICES  
(IF MEMBER HOSPITAL PROVIDES THE WORKSTATION)**

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." Member Hospital has elected to use their own Workstation(s). SOC shall be available to work with Member Hospital's technical support in order to jointly remedy a technical issue but is not responsible for the maintenance or reliability of the Workstation(s).

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 prompt 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 Member Hospital's 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 Hospital's IT staff understands that these could be "Patient Care Compromised" issues and should act accordingly with prompt callback and onsite assistance.
- c. SOC shall help facilitate support for Workstations not supplied by SOC but used to help provide service. SOC will not be held responsible for the support or replacement of said Workstations. Any issues with said Workstations are the sole responsibility of the Member Hospital and their third party support provider. Furthermore, SOC shall not be held responsible for any clinical interruptions of service or missed SLAs due to the failure of said Workstations.
- d. SOC reserves the right to insist on the replacement of any third party equipment used for its service that has been shown to be unreliable or an impediment to the standards of clinical care and usability that SOC is held to under the conditions of this contract. Such reliability will be determined by a committee of both SOC and Member Hospital personnel and will follow a "three strikes" policy rule, i.e. an interruption or slow-down of clinical services three times due to third party equipment issues.
- e. SOC is not responsible for the maintenance of third party Workstations or any related equipment nor for its testing. We will work with the Member Hospital to implement the testing of the third party equipment to the SOC core but will not be held responsible if it does not occur.
- f. Workstations used for the SOC service must be stored in a location that is easily accessed in an emergency and can be put in front of the patient within ten (10) minutes of the client initiating the consult process. SOC will not be held responsible for any delays in service due to missing equipment.

2. Hospital Responsibilities.

- a. Equipment Maintenance and Training. Member Hospital and/or Member Hospital's third party vendor of the Workstation(s) are wholly responsible for all maintenance and upgrades to the Workstation(s).
- 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 caused by Member Hospital's abuse or negligence, as demonstrated by SOC.
  - 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. 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).
5. 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.

**EXHIBIT D**

***RESERVED***

EXHIBIT E: SOC LOGO



**SPECIALISTS ON CALL™**  
*Stronger Hospitals – Better Lives*



## EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective February 1, 2016 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Specialists On Call, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 *et. seq.* apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 *et seq.* (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violative of the CMIA. The Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

### 1. DEFINITIONS

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

### 2. PERMITTED USES AND DISCLOSURES OF PHI

2.1 Unless otherwise limited herein, Business Associate may:

- (a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;
- (b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;
- (c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted

by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(e) disclose the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner permitted under 45 C.F.R. § 164.504(e)(4)(ii); provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(f) use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

3.1 Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, Business Associate shall:

(a) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided

that the individual has made a request directly to Business Associate for such an accounting. At a minimum, the Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within two (2) days, forward such request to the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

- (g) subject to Section 4.4 below, return to Covered Entity within twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;
- (h) disclose to its subcontractors, agents or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;
- (i) if all or any portion of the PHI is maintained in a Designated Record Set:
  - (i) upon ten (10) days' prior written request from Covered Entity, provide access to the PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; and
  - (ii) upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526;
- (j) maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;
- (k) notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with the Covered Entity in such challenge;
- (l) maintain a formal security program materially in accordance with all applicable data security and privacy laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security

The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all PHI shall be and remain the sole property of the Covered Entity.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

- (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;
- (b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) notify Business Associate of any limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's use or disclosure of PHI;

(d) notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the use or disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

(e) notify Business Associate, in writing and in a timely manner, of any restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

#### 4. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement shall automatically terminate without any further action of the Parties upon the termination or expiration of Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its subcontractors or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

5.2 Amendments; Waiver. This Agreement may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement shall be waived, except in a writing duly signed by authorized representatives of the Parties. 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.

5.3 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:  
Specialists On Call, Inc.  
Chief Medical Officer  
1768 Business Center Drive, Suite 100  
Reston, VA 20190  
Phone: 831.755.4111  
Email: [drjolly@soctelemed.com](mailto:drjolly@soctelemed.com)

If to Covered Entity, to:  
Natividad Medical Center  
Deputy Purchasing Agent  
1441 Constitution Blvd  
Salinas, CA 93906  
Phone: 831.755.4111  
Fax: 831.757.2592

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

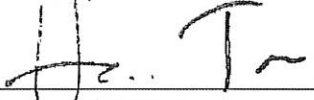
5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

**Specialists on Call, Inc.**

By:   
Print Name: Hai Tran  
Print Title: CFO  
Date: 1/11/2016

**COUNTY OF MONTEREY, ON BEHALF OF  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G1: SPECIALTY CONSULTATIVE SERVICES**

Member Hospital desires to receive Specialty Consultative Services from TPP and SOC, pursuant to all of the terms and conditions contained in the Hospital Services Agreement among the Parties, (the "Agreement"), dated February 1, 2016.

SOC will grant Member Hospital access to the pricing, terms and conditions described in the Agreement.

**Specialty Consultative Service Selected by Member Hospital:**

**EMERGENCY NEUROLOGY** (see Exhibit A1 to the Agreement)

SOC Workstation:  Member Hospital Workstation:

Renewal:  New Service:

**ROUTINE NEUROLOGY** (see Exhibit A2 to the Agreement)

SOC Workstation:  Member Hospital Workstation:

Renewal:  New Service:

**Term and Termination:**

The Initial Term of this Services Agreement shall run from February 1, 2016 to January 31, 2018 ("Initial Term"), and this Services Agreement shall supersede any previous agreement among the Parties for the provision of the selected services.

Member Hospital may under certain circumstances specified in the Agreement, terminate this Services Agreement.

**Implementation and Consultation Fees:**

Member Hospital hereby agrees to the fees specified below and that such fees will be administered and adjusted during the term of this Services Agreement in accordance with the Implementation and Consultation Fee Terms specified in **Exhibit B** of the Agreement.

1. **Implementation Fee.** This fee has been waived for Routine Neurology Implementation.
2. **Credentialing Fee Reimbursement.** Member Hospital agrees to waive the Member Hospital's credentialing fees and dues on behalf of TPP Physicians, pursuant to **Section 4.a** of the Agreement.
3. **Minimum Monthly Consultation Fee – Emergency Neurology.** TPP will charge an initial Minimum Monthly Consultation Fee in exchange for physician-to-physician Specialty Consultative Services, which shall be based on the Emergency Neurology Pricing Grid below. Member Hospital shall select a Tier within the Emergency Neurology Pricing Grid which will establish the initial Minimum Monthly Consultation Fee, the maximum number of consults per month that will be covered by that Fee, and the rate per consult to be charged for any consults requested above the maximum covered by the Minimum Monthly Consultation Fee. Member Hospital has selected **Tier 1** as the initial Tier. Member Hospital may choose to change the Tier upon forty-five (45) days prior written notice, once the previous Tier selection has been in place for ninety (90) days. Any requested change in the selected Tier will be effective on the first day of the month following expiration of the prior Tier.

The Emergency Neurology Minimum Monthly Consultation Fee shall cover Emergency Neurology Consults pursuant to Exhibit A1, as well as routine consults pursuant to Exhibit A2, not to exceed fifteen percent (15%) of the total monthly consults. All Routine Neurology Specialty Consultative Services (routine consults) performed above and beyond the fifteen percent (15%) allowed shall be charged at a per consult rate of \$1,000 per consult.

**PRICING GRID – EMERGENCY NEUROLOGY**

Tier	Emergency Neurology Consults Included	Minimum Monthly Fee	Rate per consult above # of consults covered by the Minimum Monthly Fee
1	Includes 5 consults per month	\$3,500	\$900
2	Includes 10 consults per month	\$6,000	\$800

4. Minimum Monthly Consultation Fee Terms – Emergency Neurology. An invoice for the Minimum Monthly Consultation Fee will be sent to Member Hospital on or before the first of each month and is due and payable according to the payment terms in Exhibit B. At the end of each month, consultations above the number included in the Minimum Monthly Consultation Fee will be invoiced to Member Hospital, with payment terms of thirty (30) days from receipt of invoice.
5. Minimum Monthly Consultation Fee – Routine Neurology. TPP will charge an initial Minimum Monthly Consultation Fee in exchange for physician-to-physician Specialty Consultative Services, which shall be based on the Routine Neurology Pricing Grid below. Member Hospital shall select a Tier within the Routine Neurology Pricing Grid which will establish the initial Minimum Monthly Consultation Fee, the maximum number of consults per month that will be covered by that Fee, and the rate per consult to be charged for any consults requested above the maximum covered by the Minimum Monthly Consultation Fee. Member Hospital has selected Tier 1 as the initial Tier. Member Hospital may choose to change the Tier upon forty-five (45) days prior written notice, once the previous Tier selection has been in place for ninety (90) days. Any requested change in the selected Tier will be effective on the first day of the month following expiration of the prior Tier.

**PRICING GRID – ROUTINE NEUROLOGY**

Tier	Routine Neurology Consults Included	Minimum Monthly Fee	Rate per consult above # of consults covered by the Minimum Monthly Fee
1	Includes 10 consults per month	\$9,500	\$975
2	Includes 15 consults per month	\$12,750	\$925

6. Minimum Monthly Consultation Fee Terms – Routine Neurology. An invoice for the Minimum Monthly Consultation Fee will be sent to Member Hospital on or before the first of each month and is due and payable according to the payment terms in Exhibit B. At the end of each month, consultations above the number included in the Minimum Monthly Consultation Fee will be invoiced to Member Hospital, with payment terms of thirty (30) days from receipt of invoice.
7. Annual Support Fee. SOC will continue to charge a Support Fee in the amount of \$6,000 to be billed annually on June 6. This fee is, due and payable within thirty (30) days of receipt of invoice, pursuant to the terms of Exhibit B.



**Exhibit H: Code of Conduct**



**MEDICAL STAFF POLICY**

<b>Title:</b> Practitioner Code of Conduct	<b>Effective:</b> 05/09 <b>Reviewed/Revised:</b> 08/11
<b>Standard:</b> MSP004-2	<b>Approved:</b> 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:

Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.

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.

Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.

Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.

Contribute to the overall educational mission of NMC.

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.

Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.

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.

Understand and accept individual cultural differences.

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.

Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.

Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.

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

- 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:

Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;

Has the purpose or effect of unreasonably interfering with an individual's work performance, or;

Otherwise adversely affects an individual's employment opportunity.

- 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.

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.

Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;

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;

Single incident of egregious behavior, such as an assault or other criminal act.

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.