

ADDENDUM I

**ADULT MEDICINE AND SKILLED NURSING FACILITY
HOSPITALIST SERVICE AGREEMENT**

between

**PALOMAR POMERADO HEALTH,
a local health care district**

and

**NEIGHBORHOOD HEALTHCARE
a California non-profit corporation**

October 1, 2005

**ADULT MEDICINE AND SKILLED NURSING FACILITY HOSPITALIST
SERVICE AGREEMENT**

THIS ADULT MEDICINE AND SKILLED NURSING FACILITY HOSPITALIST SERVICE AGREEMENT ("Agreement") is made and entered into effective October 1, 2005 by and between Palomar Pomerado Health, a local health care district organized pursuant to Division 23 of California Health and Safety Code ("PPH") and Neighborhood Healthcare, a California non-profit corporation ("NHC").

RECITALS

A. PPH is the owner and operator of Palomar Medical Center, a general acute care hospital, located at 555 East Valley Parkway, Escondido, California and Pomerado Hospital, located at 15615 Pomerado Road, Poway, California. PPH also owns and operates two Skilled Nursing Facilities, Palomar Continuing Care Center, at 1817 Avenida Del Diablo Escondido, California and Villa Pomerado, which is located on the Pomerado Hospital Campus ("Hospital"). Both Palomar Medical Center and Pomerado Hospital operate a fully licensed and qualified emergency room facility (the "Emergency Room").

B. Hospital operates an Adult medicine and Skilled Nursing Facilities Hospitalist Program ("Program").

C. NHC is a California nonprofit corporation duly organized and qualified to provide community clinic services under the laws of the state of California, whose physician providers are duly qualified and licensed to practice medicine in the State of California and experienced in the rendition of adult medicine, family practice and Skilled Nursing Facility care, and have or will obtain medical staff Skilled Nursing Facility and/or internal medicine privileges at Hospital.

D. In connection with the operation of the Program, Hospital must arrange for qualified physicians ("Covering Physicians") to be available to accept referrals from community physicians for adult medicine and Skilled Nursing Facility patients requiring admission to Hospital ("Adult medicine and Skilled Nursing Facility Hospitalist Services"). Program consists of facilities and equipment owned by Hospital and staffed by Hospital employees.

E. Hospital and NHC acknowledge and agree that this Agreement shall supercede the agreements, if any, previously entered into by the parties for the provision of Adult Medicine and Skilled Nursing Facility Hospitalist Services.

F. It is the intent of both Hospital and NHC that the terms and conditions of this Agreement, and the manner in which services are to be performed hereunder, fulfill and comply with all requirements of any applicable "safe harbor" or exception to Stark I

and Stark II including, but in no way limited to, the applicable requirements set forth in regulations promulgated by the Department of Health and Human Services, Office of Inspector General, and in the Ethics in Patient Referral Act.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. NHC RESPONSIBILITIES

1.1 **Community Referrals:** Beginning January 1, 2006, NHC shall arrange for its employed or contracted physicians (hereinafter, the Covering Physicians) to (a) provide On-Call Services to the Emergency Department, 24 hours a day, seven days a week for adult medicine and Skilled Nursing Facility patients. As used in this Agreement, "On-Call Services" mean that a Covering Physician shall be available to provide emergency services (including consultation) to a patient when both (i) an Emergency Department physician on duty considers it necessary that a patient immediately receive the services of a Covering Physician and (ii) that patient is not already under the care of a physician who is available to admit or provide attending services at Hospital (an "Unassigned Patient"). If requested by the Emergency Department attending physician, the Covering Physician must be present in the Hospital or Emergency Department within thirty (30) minutes from the time of phone contact. Further, the Covering Physician and/or Hospital Team Leader shall provide or arrange for the provision of follow-up care or holding orders for any Emergency Department Unassigned Patient if the Covering Physician directly attended to the Unassigned Patient in the Emergency Department, or if the Covering Physician provided telephone consultation to the Emergency Department attending physician. Covering Physician or NHC are not obligated to follow-up other Emergency Department patients, but will see outpatient referrals from the Emergency Department in accordance with Covering Physician's insurance and office policies and with the Department of Medicine Rules and Regulations; (b) be available 24 hours a day, seven days a week to accept referrals for unassigned patients from community physicians for Skilled Nursing Facility patients ("Patients") requiring admission to Hospital. Covering Physician will act as attending physician for such referred Patients and ensure regular communication with referring physician as to the status of Patients. Covering Physician shall return Patients to care of referring physician upon discharge from adult medicine and Skilled Nursing Facility hospitalist program.

1.2 **Adult Medicine and Skilled Nursing Facility Hospitalist Services:** NHC shall ensure the completion of Adult Medicine and Skilled Nursing Facility Hospitalist Services as outlined in Exhibit "A" attached hereto and made a part of this agreement.

1.3 **Acknowledgment by Covering Physician:** Notwithstanding anything herein to the contrary, all obligations and prohibitions imposed on NHC pursuant to this Agreement are equally applicable to each and every Covering Physician providing Adult Medicine and Skilled Nursing Facility Hospitalist Services hereunder, and NHC shall ensure that each such Covering Physician agrees to be bound by such obligations and prohibitions and executes the Acknowledgement Form, attached hereto as Exhibit "B", in order to further evidence each Covering Physician's assent.

1.4 **Use of Premises:** In order to preserve Hospital's exemption from property and other taxes, pursuant to state and federal law, Hospital space must be used for Hospital purposes only, which include the provision of Adult Medicine and Skilled Nursing Facility Hospitalist Services hereunder by Covering Physician. Consequently, no part of the Hospital premises shall be used at any time by Covering Physician as an office for personal use, including for the general/private practice of medicine. Covering Physician shall not incur any financial obligation on behalf of Hospital without Hospital's prior written consent, which consent shall be in Hospital's sole and absolute discretion.

1.5 **Non-Exclusive Services:** Hospital understands and acknowledges that Covering Physician is engaged in the private practice of medicine, and may also provide similar Adult Medicine and Skilled Nursing Facility Hospitalist Services to other organizations. This Agreement shall not, in any way, limit Covering Physician's private practice, or NHC and Covering Physician's provision of Adult Medicine and Skilled Nursing Facility Hospitalist Services to other organizations. Similarly, Hospital is free to contract with other entities or individuals to provide similar services as it may require.

1.6 **Referral Prohibition:** NHC shall ensure that Covering Physician shall not knowingly refer or admit any patient to any hospital or other provider of health care services which has been excluded from participation in the Medicare program.

1.7 **Independent Contractor:**

1.7.1 In the performance of the duties and obligations of NHC and the Covering Physician(s) hereunder, it is mutually understood and agreed that NHC and the Covering Physician are at all times acting and performing as an independent contractor, and nothing in this Agreement is intended nor shall be construed to create between Hospital and NHC and the Covering Physician, an employer/employee, joint venture, lease or landlord/tenant relationship. In that regard, Hospital shall neither have nor exercise any control or direction over the methods by which Covering Physician performs his or her duties, work, functions or Adult Medicine and Skilled Nursing Facility Hospitalist Services or over Covering Physician's best medical, professional or clinical judgment. The standards of medical practice and professional duties of Covering Physician shall be determined by the Medical Staff and prevailing professional standards. In furtherance of the independent status of the parties, Covering Physician shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall take all

reasonable steps to disavow such status or relationship in every instance where a reasonable party might assume that such a relationship exists between the parties.

1.7.2 In the event any governmental entity, including without limitation, the Internal Revenue Service, should question or challenge the independent contractor status of Covering Physician with respect to Hospital and the Adult Medicine and Skilled Nursing Facility Hospitalist Services rendered hereunder, the parties mutually agree that both NHC, on behalf of Covering Physician, and Hospital shall have the right to participate in any discussion or negotiation occurring with such governmental entity, regardless of who initiated such discussions or negotiations. In the event the governmental entity concludes that an independent contractor relationship does not exist, Hospital may terminate this Agreement immediately upon written notice to NHC on behalf of Covering Physician.

1.8 **Loss or Limitation:** NHC shall promptly notify Hospital if Covering Physician is subject to any loss, sanction, suspension or material limitation of his or her license, federal Drug Enforcement Agency ("DEA") number, right to participate in the Medicare or Medi-Cal programs, malpractice insurance or Medical Staff membership or clinical privileges at Hospital or any other hospital or managed care organization.

1.9 **Medical Records and Claims:** NHC shall ensure that Covering Physician shall cause a complete medical record to be timely and legibly prepared and maintained for each Program patient. This record shall be made on forms provided by Hospital. NHC shall ensure that Covering Physician shall maintain the records of the Program, and all medical records and charts of Program patients, in accordance with industry standards, and in compliance with all state and federal laws and regulations, the regulations and requirements of the voluntary professional facility accrediting institutions in which Hospital participates, and the Medical Staff Bylaws and Hospital Bylaws. NHC shall ensure that Covering Physician shall maintain and provide all such books, records and charts to patients and Hospital, and to state and federal agencies, including without limitation the California Commissioner of Corporations or its successor, as may be necessary for Covering Physician and/or Hospital to comply with applicable state, federal, and local law and regulation and with contracts between Hospital and payors. NHC shall ensure that Covering Physician shall cooperate with Hospital in completion of such claim forms for Program patients as may be required by insurance carriers, health care service plans, governmental agencies or other payors. NHC shall ensure that Covering Physician shall cause the records and information to be retained for at least six (6) years after the termination of this Agreement. The parties acknowledge and agree that any and all PPH financial books and records, medical records and charts, and any other document associated with the Program or the provision of Administrative Services pursuant to this Agreement shall be and remain the property of Hospital, subject to the rights in said records and charts by the applicable patient.

1.10 **Covering Physician Warranties:** NHC represents and warrants and shall cause the Covering Physician to represent and warrant to Hospital that Covering Physician is now and shall remain throughout the term of this Agreement (a) duly licensed to practice medicine in the State of California; (b) a member of the active or provisional professional staff of Hospital, with clinical privileges sufficient to permit Covering Physician to perform all services required of Covering Physician under Section 1 of this Agreement; (c) Board certified or eligible in the specialty of Internal Medicine or Board Certified or Board-eligible in the specialty of Family Practice with demonstrated experience in Skilled Nursing Facilities; and (d) in legitimate possession of all customary narcotics and controlled substances numbers and licenses. Covering Physician further represents and warrants to Hospital that (a) Covering Physician's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Covering Physician has never been excluded from participation in, or sanctioned by, any state or federal health care program, including, but not limited to Medicare or Medicaid; and (c) Covering Physician has never been denied membership or reappointment of membership on the medical staff of any hospital and no hospital medical staff membership or clinical privileges of Covering Physician have ever been suspended, curtailed or revoked for a medical disciplinary cause or reason. All Covering Physicians providing Adult Medicine and Skilled Nursing Facility Hospitalist Services must be approved in writing by Hospital.

2. HOSPITAL OBLIGATIONS

2.1 **Space and Use of Premises:** Hospital shall provide reasonable assistance to NHC on behalf of Covering Physicians to provide efficient and effective care for Patients and Unassigned Patients. Hospital agrees to provide to NHC on behalf of Covering Physicians the items listed on Exhibit "C" attached to this Agreement. Such space and facilities may change from time to time depending upon needs, as determined by Hospital in its sole discretion.

2.2 **Equipment:** Hospital shall furnish for the use of the Program such equipment as is deemed necessary by mutual agreement of the Parties for the proper operation of the Program. Hospital shall keep and maintain this equipment in good order and repair and replace such equipment as necessary. Obligations of Hospital under this Section shall be subject to the availability of funds and obtaining all necessary government approvals, if any.

2.3 **Hospital Services and Supplies:** Hospital shall provide or arrange for the provision of ordinary janitorial services, maintenance, housekeeping services, disposal of clinical waste, laundry and utilities, together with such other Hospital services, including medical records, administrative, local and long distance telephone services, engineering services, and expendable supplies as Hospital deems necessary for the proper operation and conduct of the Program.

2.4 **Hospital Personnel:** Hospital will provide all non-physician personnel, including nurses, technicians, and clerical personnel that Hospital deems necessary for the Program. Hospital shall consult with Covering Physician regarding Program personnel. With the advice and recommendation of Covering Physician, Hospital will establish and classify all non-physician positions and designate the persons assigned to each non-physician position. While Covering Physician will have input into non-physician employee performance reviews from a quality of care and technical standpoint, it is specifically agreed that Hospital will retain ultimate control of the selection, scheduling, and discharge of such employees and/or any direct disciplinary measures as needed. Covering Physician shall, at no time during the term of this Agreement, or for a period of one (1) year immediately following termination of this Agreement, interfere with any contractual relationship between Hospital and any of its employees.

2.5 **Hospital Performance:** The responsibilities of Hospital pursuant to Section 2 hereof shall be subject to Hospital's usual purchasing practices, budget limitations, governmental approvals, and applicable laws and regulations.

2.7 **Performance Evaluation:** There shall be a Joint Operations Committee established to evaluate the performance of the parties subject to this agreement. The committee shall consist of the following from each party:

Hospital representatives shall include, but will not be limited to:

- Chief Administrative officers from both PMC and POM
- Associate Chief Nurses from both PMC and POM
- Chief Medical Quality Officer, PPH

NCH representatives shall include, but will not be limited to:

- Chief Executive Officer
- Chief Medical Officer
- Medical Directors from both PMC and POM

The criteria for evaluating the effectiveness of the program is contained in both attachments "A" and "C".

3. BILLING AND COMPENSATION

3.1 Adult Medicine and Skilled Nursing Facility Hospitalist Services:

Whereas NHC is solely responsible for paying Covering Physicians, in consideration of the Adult Medicine and Skilled Nursing Facility Hospitalist Services to be provided by NHC to Hospital under Section 1 of this Agreement, Hospital agrees to pay to NHC a total of [REDACTED]

[REDACTED] per year through March 31, 2005 (includes pediatrics) and [REDACTED] beginning April 1, 2005 (after pediatrics is eliminated) payable in monthly installments on or before the fifteenth day of each month, with respect to the following calendar month. Compensation will increase by five percent (5%) for amounts due NHC by Hospital in year two of this agreement. NHC shall be solely responsible for the satisfaction of any and all obligations with respect to any Covering Physician, partner, shareholder, associate, employee or contractor it retains, employees or contracts with to assist in its performance of Adult Medicine and Skilled Nursing Facility Hospitalist Services pursuant to this Agreement. Such obligations shall include, but not be limited to, payment of all federal and state withholding taxes applicable to employees, compliance with federal and state wage-hour (including overtime), workers' compensation, or unemployment insurance obligations, and other applicable taxes and contributions to government-mandated employment related insurance and similar programs, if any. At the request of Hospital, NHC shall provide Hospital with certificates or other evidence satisfactory to Hospital that NHC has complied with such requirements.

3.2 Responsibility for Payment: NHC shall solely be responsible for the payment of any Covering Physicians or others to whom NHC may delegate any of the duties hereunder.

3.3 Professional Fees: NHC on behalf of Covering Physician (or Covering Physician's designated agent) may bill the patients for services rendered while providing Adult Medicine and Skilled Nursing Facility Hospitalist Services and any follow-up services rendered hereunder at Covering Physician's usual and customary charges for such services. Nothing herein shall be construed as rendering Hospital liable (whether as a primary obligor or as a guarantor) for any such charges, it being understood that the only compensation to be paid for Hospital is pursuant to Section 3.1. NHC on behalf of Covering Physicians (or Covering Physicians' designated agent) shall be responsible for, and solely entitled to, billing and collection of all billable charges for medical procedures performed while providing Adult Medicine and Skilled Nursing Facility Hospitalist Services and any follow-up services rendered by the Covering Physicians.

4. TERM AND TERMINATION

4.1 Term: This Agreement shall commence on January 1, 2006 and shall expire on January 1, 2008, unless terminated earlier as otherwise provided in this Agreement.

4.2 Termination of Agreement:

4.2.1 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated upon any of the following:

4.2.1.1 Hospital and NHC may terminate this Agreement, without cause or penalty, by giving no less than ninety (90) days prior written notice to the other party.

4.2.1.2 Hospital and NHC may terminate this Agreement on thirty (30) days' prior written notice to the other party if the party to whom such notice is given is in breach of any material provision of this Agreement. The party giving such notice of termination shall set forth in the notice the facts underlying its claim that the other party is in breach of this Agreement. Notwithstanding the foregoing, this Agreement shall not terminate in the event that the breaching party cures the breach, to the satisfaction of the non-breaching party, within twenty (20) days of the receipt of such notice.

4.2.2 Notwithstanding the foregoing, Hospital shall have the right to immediately terminate this Agreement, by giving written notice to NHC, upon the occurrence of any one (1) or more of the following events:

4.2.2.1 If Hospital determines in good faith that any aspect of the performance of NHC or any Covering Physician hereunder endangers patient safety; if NHC utilizes individuals who have not been approved by Hospital or continues to utilize Covering Physicians that Hospital has requested to be removed from service in accordance with Section 4.3; or if the insurance required by NHC hereunder is canceled, decreased, or not renewed for any reason; or

4.2.2.2 If NHC fails to maintain compliance with all of the representations and warranties set forth in this Agreement; or

4.2.3 In the event the parties are unable to develop a revised Agreement, Hospital may elect to terminate this Agreement upon thirty (30) days written notice to NHC.

4.2.4 In the event legal counsel for Hospital and NHC advises that this Agreement or any practices which could be, or are, employed in exercising rights under this Agreement poses a material risk of violating any of the legal requirements or any legal requirement related to Hospital's tax exempt status or tax exempt bond financing, the parties in good faith shall undertake to revise this Agreement to comply with such legal requirements. In the event the parties are unable to agree upon the revised terms within thirty (30) days thereafter, Hospital and NHC may terminate this Agreement immediately upon written notice to the other.

4.3 **Withdrawal of Covering Physicians:** Upon request by Hospital, NHC shall remove from service under this Agreement any Covering Physician, without limiting its rights under Section 4.2 or any other provision of this Agreement, who:

4.3.1 Is disabled for more than thirty (30) consecutive days or is disabled for more than thirty (30) days in a ninety (90) day period;

4.3.2 Engages in conduct that jeopardizes the health, safety, or welfare of any person or, in the sole opinion of Hospital, jeopardizes the Hospital's reputation.

4.3.3 Fails to meet the qualifications specified in this Agreement;

4.3.4 Has his or her Medical Staff membership, Medical Staff clinical privileges, or license to practice medicine terminated (whether voluntarily or involuntarily), restricted or suspended.

4.3.5 Is convicted of any crime punishable as a felony;

4.3.6 Fails to maintain professional liability insurance as required by this Agreement;

4.3.7 Fails to comply with any of the terms or conditions of this Agreement after being given notice of that failure and a reasonable opportunity to comply; or

4.3.8 Is excluded from participation in any state or federal health care program, including, but not limited to Medicare or Medicaid.

In addition to removing any such Covering Physician, NHC shall obtain, at its cost and expense, a substitute for the removed Covering Physician or otherwise demonstrate its capabilities for continued coverage and service required by this Agreement. Failure to do so shall constitute a material breach of this Agreement, subject to Section 4.2.2.

4.4 **Effect of Termination:**

4.4.1 Upon expiration or termination of this Agreement, neither Hospital or NHC shall have any further obligation hereunder except for (i) obligations due and owing that arose prior to the date of termination; and (ii) obligations, promises or covenants contained herein which expressly extend beyond the term of this Agreement.

4.4.2 Upon expiration or termination of this Agreement, and upon Hospital's request, Covering Physician shall immediately vacate the Program premises on the effective date of the termination or expiration, removing at such time any and all

of Covering Physician's personal property. Hospital may remove and store, at Covering Physician's expense, any personal property that Covering Physician does not remove.

4.4.3 Following the expiration or termination of this Agreement, Covering Physician shall not do anything that might interfere with any Hospital effort to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between Hospital and physicians who may replace Covering Physician.

5. HIPAA COMPLIANCE AGREEMENT

5.1 Definitions:

5.1.1 "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and any regulations promulgated thereunder, including but not limited to the Standards for Privacy of Individually Identifiable Health Information found at 45 C.F.R. Parts 160 and 164 ("Privacy Standards"), and the Standards for Electronic Transactions found at 45 C.F.R. Parts 160 and 162 ("Transaction Standards").

5.1.2 "Protected Health Information" or "PHI" shall mean information maintained or disclosed by PPH to NHC electronically, on paper or orally that identifies an individual and relates the individual's health, healthcare treatment or healthcare payment, as defined in the Privacy Standards. Protected Health Information also includes information that would be classified as confidential patient information under any other state or federal law.

5.2 HIPAA Privacy Compliance:

5.2.1 Facilities are Covered Entities that provide health care as defined under Section 1171 of HIPAA. Facilities may provide access to or disclose Protected Health Information to NHC so that NHC may fulfill each of their obligations under this Agreement. Such Protected Health Information shall be provided solely for the purposes set forth in the Agreement.

5.2.2 NHC shall, and shall cause each Staff Member to take all reasonable steps to handle and disclose Protected Health Information provided to it by Facilities, or created by NHC for Facilities, directly or indirectly, in a manner such that the security and privacy of the information shall be maintained and use appropriate safeguards to prevent use or disclosure of the information other than as described herein. Specifically, NHC shall, and shall cause each Physician to:

5.2.2.1 Use and disclose Protected Health Information solely for the benefit of Hospital, NHC or for its own internal administration or management, and shall not disclose any such information to third parties except as required by law or as

explicitly authorized by Hospital, NHC, as applicable, or the patient to whom the Protected Health Information pertains.

5.2.2.2 Ensure that all of NHC's agents, subcontractors or affiliates to whom they provide Protected Health Information agree to the same restrictions and conditions for use and disclosure of Protected Health Information that apply to NHC.

5.2.2.3 Allow for amendment of designated record sets, account for disclosures by NHC of PHI for purposes other than for treatment, payment or health care operations as those terms are defined in the Privacy Standards, and make records available so that the individual to whom the Protected Health Information pertains may review, access and obtain a copy of such record, consistent with the policies and procedures of Facilities, as applicable, for any record containing Protected Health Information received from or created for Facilities, as applicable.

5.2.2.4 Make all internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the Department of Health and Human Services ("DHHS") for purposes of determining Hospital's and/or NHC's compliance with HIPAA.

5.2.3 NHC agrees, and shall cause each Staff Member to agree, with respect to PHI generated by or for Facilities, or part of a designated record set designated as the PPH records, to comply and shall require any of their contractors and subcontractors to comply with all reasonable and necessary policies and procedures drafted by Hospital for purposes of complying with the Privacy Standards, or other applicable state or federal health information privacy laws or data security requirements; provided however, that (i) Hospital and/or NHC, as applicable, shall provide such policies and procedures to NHC, who in turn shall provide them to Physicians, at least one hundred twenty (120) days prior to the final compliance date set for implementation of such policies and procedures; and (ii) NHC, as applicable, shall demonstrate to the satisfaction of Hospital and/or NHC compliance with such policies and procedures no later than sixty (60) days prior to the final compliance date established by Facilities, as applicable. PPH shall provide NHC with written statement of non-compliance. NHC shall have the opportunity to cure any such matters of non-compliance. In the event NHC and PPH cannot resolve non-compliance disputes, such disputes shall be submitted for dispute resolution as set forth in Section 10.10.1.

5.2.4 Facilities may request at any time prior to the final compliance date for the Privacy Standards and at reasonable times thereafter, a statement of assurance from NHC that NHC has in place sufficient controls and procedures to manage all Protected Health Information provided to NHC, as applicable, by Facilities in a manner so that the security and privacy of such information shall be maintained. NHC shall notify Facilities, as applicable, within five (5) business days of any instance in which security or privacy of PHI contained in or relating to a PPH medical record in their possession may have been breached or in which any use or disclosure of Protected Health

Information not provided for in this Agreement may have occurred, and provide a description of the steps NHC intend(s) to take or has taken to rectify the security or privacy breach.

5.2.5 Facilities shall name NHC as an Affiliated Entity operating under the Notice of Privacy Practices for PPH.

5.3 HIPAA Transaction Code Set Compliance:

5.3.1 Pursuant to the HIPAA Transaction Standards and to the policies and procedures of PPH, with respect to the transfer of PHI or other patient identifiable health information electronically (other than via facsimile), PPH shall adopt a set of industry standard codes to be used with such electronic transactions. PPH shall be responsible for providing to NHC appropriate transaction and code sets consistent with the Transaction Standards for purposes of billing and payment of services relating to Facilities patients. PPH shall not be responsible for creating any transaction or code set relating to any non-PPH transaction undertaken by NHC.

6. INSURANCE AND INDEMNIFICATION

6.1 **Covering Physician Insurance:** NHC shall maintain, at NHC's sole expense, a policy or policies of professional liability insurance as required by this Section. Such insurance shall provide coverage for NHC as the named insured, and such policy shall cover any acts of NHC or the Covering Physician's professional negligence which may have occurred during the relevant term and said policies of insurance shall be written with limits of liability of at least the minimum coverage required from time to time by Hospital's Medical Staff Bylaws, but in any event not less than One Million Dollars (\$1,000,000) per claim/Three Million Dollars (\$3,000,000) annual aggregate for "claims made" insurance coverage. NHC further shall maintain "continuous coverage," as defined by this Section for the entire relevant term. The relevant term shall commence with the effective date of the first agreement between the parties regarding the matters described herein, and shall continue through the term of this Agreement, as well as any extensions or renewals hereof, and for a period thereafter of no less than four (4) years. In order to maintain continuous coverage for the entire relevant term, NHC shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of four (4) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above. NHC will provide proof of current insurance and, in the event of modification, termination, expiration, non-renewal

or cancellation of any of the aforesaid policies of insurance, NHC shall give Hospital and PPH written notice thereof within five (5) business days of NHC's receipt of such notification from any of its insurers. In the event NHC fails to procure, maintain or pay for said insurance as required herein, Hospital shall have the right, but not be obligated to obtain such insurance. In that event, NHC shall reimburse Hospital for the cost thereof and failure to repay the same upon demand by Hospital shall constitute a material breach hereunder.

6.2 Indemnification:

6.2.1 NHC shall indemnify Hospital, its parents and subsidiaries, officers, directors, trustees, attorneys, employees and agents, individually and collectively, from any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including attorneys' fees, that result from the failure of NHC or Covering Physician to perform the duties, obligations and services under this Agreement or Covering Physician's negligent provision of services under this Agreement to any intended recipient under this Agreement.

6.2.2 Hospital shall indemnify NHC from any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including attorneys' fees, that result from Hospital's failure to perform the duties and obligations required to be performed by Hospital under this Agreement.

7. GENERAL PROVISIONS

7.1 **Litigation Consultation:** NHC shall ensure that Covering Physician shall make himself or herself available to Hospital, at no cost to Hospital, to testify as an expert or factual witness, or to provide assistance to gather facts or information in the event that any complaint, claim or action is pursued against Hospital, or its directors, officers or employees based upon a claim of negligence, malpractice or any other cause of action, except where Covering Physician is named as an adverse party.

7.2 Confidentiality:

7.2.1 This Agreement is personal and confidential between the parties. The parties shall not release information concerning this Agreement to any person without the written consent of the other party. NHC shall instruct any Covering Physicians providing services under this Agreement that its terms and conditions are confidential and are not to be divulged to third parties. This prohibition against release of information shall not apply to any information required to be released by contracts existing as of the date of this Agreement, or to fiscal intermediaries, public agencies or commissions with government powers and duties related to disclosure of information having the right to compel disclosure of such information, nor to any information otherwise compelled to be released by process of law, nor to any information required to

be disclosed to Hospital's representatives or others in connection with Hospital's or PPH's tax exempt bonds or other financing transactions.

7.2.2 All records, files, proceedings, and related information of NHC, Hospital, and the Medical Staff and its committees pertaining to the evaluation and improvements of the quality of patient care at Hospital shall be kept strictly confidential by NHC. NHC shall not voluntarily disclose such confidential information, either orally or in writing, except as expressly required by law or pursuant to written authorization by Hospital. This provision shall survive the termination of this Agreement.

7.2.3 Notwithstanding any provision herein to the contrary, any and all patient records and charts produced as a result of Hospital and NHC's performance under this Agreement shall be and remain the property of Hospital. Both during and after the term of this Agreement, NHC shall be permitted to inspect and/or duplicate, at NHC's expense, any individual chart or record to the extent necessary to meet its professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with the applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. NHC shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by him or her pursuant to this Section.

7.2.4 NHC acknowledges that, in connection with its performance under this Agreement, NHC may or will have access to and the use of confidential information and trade secrets ("Confidential Information") of Hospital related to the Program and its operations, which include, but are not limited to, financial statements, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. In order to protect the Confidential Information, NHC agrees that neither it nor its Covered Physicians, after the date of this Agreement and for so long as any such Confidential Information remains confidential, secret or otherwise wholly or partially protectable, use such information (except in connection with the performance of duties hereunder) or divulge the Confidential Information to any third party, without first obtaining the prior written consent of the Chief Executive Officer of PPH, or his or her designee.

7.3 **Access to NHC and Covering Physician Books and Records.**

7.3.1 NHC shall, in connection with the subject of this Agreement, cooperate fully with Hospital, by, among other things, maintaining and making available all necessary books, documents and records in order to assure that Hospital will be able to meet all requirements for participation and payment associated with public or private third party payment programs, including matters covered by Section 1861(v)(1)(I) of the Social Security Act, as amended.

7.3.2 For the purpose of implementing Section 1861(v)(1)(I) of the Social Security Act, and any written regulations thereto, NHC shall comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

7.3.2.1 Until the expiration of four (4) years after the furnishing of services pursuant to the Agreement, NHC shall make available to the Secretary of Health and Human Services and the Comptroller General of the United States, or their duly authorized representatives, upon written request of any of them, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of the cost of services hereunder, and

7.3.2.2 If NHC carries out any of the duties of this Agreement through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary or the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

7.3.3 If NHC is requested to disclose books, documents or records pursuant to this Section, NHC shall notify Hospital of the nature and scope of such request and NHC shall make available, upon written request of Hospital, all such books, documents or records, during regular business hours of NHC.

7.3.4 This Section pertains solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

7.4 Compliance with Laws:

7.4.1 NHC shall comply with the bylaws, rules, regulations, policies and standards of Hospital and its Medical Staff, as may be in effect from time to time. Covering Physician shall comply with all applicable laws, rules, and regulations of all governmental authorities and accrediting agencies having jurisdiction over Hospital, physicians, and/or this Agreement, including all hospital and professional licensure and reimbursement laws, regulations, and policies.

7.4.2 NHC agrees not to differentiate or discriminate in its provision of medical services to patients due to race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, medical condition, medical history, genetics, evidence of insurability, or claims history, in violation of any applicable state, federal or local law, or the rules and regulations of Hospital, with respect to such matters. In this regard and not by way of limitation to any other provision hereof, Covering Physician

shall comply with the Age Discrimination Act of 1975 and the Americans with Disabilities Act, as amended, and all regulations issued pursuant thereto applicable to Covering Physician's services under this Agreement.

7.5 **Changes in Laws:** In the event there are any changes in Medi-Cal, Medicare, JCAHO accreditation guidelines or requirements, federal or state tax exemption requirements, and/or substantial changes under other public or private health and/or hospital care insurance programs or policies which may have a material effect on the operations of Hospital, Hospital may elect to renegotiate this Agreement. Hospital shall indicate the basis upon which it has determined that such a material impact on its operations may result. In any case where such notice is provided, both parties shall negotiate in good faith during the thirty (30) day period thereafter in an effort to develop a revised Agreement, which, to the extent reasonably practicable, will adequately protect the interests of both parties in light of the changes which constituted the basis for the exercise of this provision.

7.6 **Verification of Costs:**

7.6.1 If and to the extent required by Section 1395x(v)(1) of Title 42 of the United States Code, until the expiration of four (4) years after termination of this agreement, Palomar Pomerado Health shall make available, upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this agreement and such books, documents and records as are necessary to certify the nature and extent of costs of services provided by Palomar Pomerado Health under this Agreement. Palomar Pomerado Health further agrees that, in the event Palomar Pomerado Health carries out any of its duties under this agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

7.7 **Anti-Referral Laws:**

7.7.1 Nothing in this Agreement, nor any other written or oral agreement, nor any consideration in connection with this Agreement contemplates or requires the admission or referral of any patient to Hospital. This Agreement is not intended to influence Covering Physician's judgment in choosing the medical facility appropriate for the proper care and treatment of their patients.

7.7.2 Hospital and NHC acknowledge and agree that (i) this Agreement covers all of the services provided by NHC to Hospital or by Hospital to NHC with respect to Program; and (ii) the overall value of the services by and between Hospital and NHC are substantially equivalent. In the event Hospital and NHC enter into any other agreements pursuant to which NHC provides services to Hospital or Hospital provides services to NHC, Hospital and NHC shall execute and attach hereto an addendum that cross-references any such other agreements.

7.8 **Disclosure of Interests:** In order to permit compliance with federal anti-referral statutes and regulations commonly known as Stark I and II (42 U.S.C. Section 1395nn), as those statutes and regulations may be amended from time to time, NHC and Covering Physician agrees to provide to Hospital upon execution of this Agreement with information sufficient to disclose any ownership, investment or compensation interest or arrangement of NHC and Covering Physician or any of NHC or Covering Physician's immediate family members, in any entity providing "designated health services", as that term is defined in applicable statutes and regulations. In addition, NHC and Covering Physician shall immediately inform Hospital of any other arrangements that may present a conflict of interest or materially interfere with NHC or Covering Physician's performance of its duties under this Agreement. Hospital may exercise its right to terminate this Agreement under Section 4.2.2 above if NHC or Covering Physician pursues or engages in conduct that constitutes a conflict of interest or that materially interferes with (or is reasonably anticipated to interfere) with NHC and Covering Physician's performance under this Agreement.

7.9 **Dispute Resolution:**

7.9.1 In the event of any dispute or disagreement between the parties with respect to this Agreement, Hospital and NHC may make a written request for a special meeting for the resolution of the dispute (the "Special Meeting") that identifies the nature of the dispute to be resolved. The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting. The Special Meeting shall be attended by representatives with settlement authority from Hospital, NHC and Covering Physician (who may choose to be accompanied by legal counsel) to attempt in good faith to resolve the dispute.

7.9.2 If a dispute has not been resolved through the Special Meeting process described in Section 6.9.1 above, the arbitration process shall be utilized and Hospital and NHC may commence arbitration by giving written notice to the other party demanding arbitration. There shall be one (1) impartial third party arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within thirty (30) days after the demand for arbitration is given, then the parties stipulate to the arbitration before a single impartial third party arbitrator who is a retired judge on the San Diego panel of JAMS/Endispute, Inc. and who is selected by the then serving chief administrative officer of JAMS/Endispute, Inc. The substantive internal law (and not the conflict of laws) of

the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall have the rights of discovery as provided for in Part 4 of the California Civil Code Procedure and the provisions of Section 1283.05 of the California Code of Civil Procedure, or as those provisions are amended. These provisions are incorporated by reference into this Agreement pursuant to the provisions of Section 1283.1(b) of the California Code of Civil Procedure.

7.9.3 The arbitration shall take place in the County of San Diego State of California, unless the parties otherwise agree in writing. All decisions of the arbitrator shall be final, binding, and conclusive on all parties subject to appeal or being set aside only on the grounds set forth in the California Code of Civil Procedure, and, except as otherwise set forth in Section 6.9.4 below, shall be the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement.

7.9.4 Notwithstanding the contrary provisions of this Section 6.9, each of the parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under those Sections.

7.10 **Assignment and Delegation:** Neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by NHC or Covering Physician without the prior written consent of Hospital, except as expressly authorized in this Agreement. Any attempted or purported assignment by NHC or Covering Physician in violation of this provision shall be void. Hospital, in the exercise of its sole and absolute discretion, shall have the right at any time to assign, delegate or in any manner transfer all or any portion of its interests, obligations or duties under this Agreement to any person, group or entity without the consent of NHC or Covering Physician.

7.11 **Binding on Successors in Interest:** The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the assigns and successors of each of the parties hereto.

7.12 **Notice:** Any notice required to be given hereunder shall be in writing and delivered personally or by overnight delivery or sent by registered or certified mail, return receipt requested, at the applicable addresses listed below, or at such other addresses as a party may hereafter designate to the other:

If to PPH and/or Hospital: Pomerado Hospital
15615 Pomerado Road
Poway, CA 92064

Attn: Chief Administrative Officer

If to Covering Physician: Neighborhood Healthcare

425 North Date Street
Escondido, CA 92025

Attention: Executive Director

All notices shall be deemed to be given on the date of delivery if delivered personally or by overnight delivery, or five (5) business days after such notice is deposited in the United States mail, addressed and sent as provided above.

7.13 **Governing Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States.

7.14 **Severability:** The provisions of this Agreement shall be deemed severable. If any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

7.15 **Compliance with Hospital Standards:** NHC shall ensure that Covering Physician shall comply with Hospital's corporate compliance programs, including but not limited to the Performance Improvement Plan, Provision of Patient Care Plan, Environment of Care Plan, Patient Safety Plan, Infection Surveillance Plan, Confidentiality Policy and Management of Information Plan. Covering Physician shall cooperate with Hospital corporate compliance audits, reviews, and investigations that relate to Covering Physician and/or any of the services provided by Covering Physician under this Agreement. Such cooperation shall include, without limitation, the provision of any and all Covering Physician documents and/or information related to Covering Physician activities, including the provision of Adult Medicine and Skilled Nursing Facility Hospitalist Services under this Agreement. In addition, as requested by Hospital, Covering Physician shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. NHC and Covering Physician shall ensure that all personnel retained by NHC on behalf of Covering Physician either directly or indirectly to provide services under this Agreement have not been subject, or are currently not subject, to sanction or exclusion from participation under any federal or state health care program. Any such personnel retained by NHC on behalf of Covering Physician who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by NHC and shall be thereafter excluded from the provision of services under this Agreement.

7.16 **Captions:** Any captions to or headings of the articles, sections, subsections, paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used for interpretation or determination of the validity of this Agreement or any provision hereof.

7.17 **Entire Agreement; Amendment:** The making, execution, and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties hereto relating to the subject matter hereof, unless expressly referred to by reference herein. This Agreement supersedes and terminates any previous oral or written agreements between the parties hereto with respect to the subject matter of this Agreement, and any such prior agreement is null and void. This Agreement may be amended or modified only by an instrument in writing signed by both parties to this Agreement.

7.18 **Waiver of Provisions:** Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof, nor shall any waiver constitute a continuing waiver.

7.19 **Attorneys' Fees:** In the even that any action, including mediation or arbitration, is brought by Hospital or NHC hereto to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees and costs incurred from the non-prevailing party, in addition to such other relief as the court or arbitrator may deem appropriate.

7.20 **Force Majeure:** Neither Hospital nor NHC shall be liable nor deemed to be in default for any delay, interruption or failure in performance under this Agreement deemed resulting, directly or indirectly, from Acts of God, civil or military authority, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, riots, civil disturbances, strike or other work interruptions by Hospital and NHC's employees, or any similar or dissimilar cause beyond the reasonable control of Hospital and NHC. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances. In the event Hospital determines that Hospital facilities have been entirely or substantially destroyed by any of the above, this Agreement may be terminated by Hospital and NHC upon ten (10) days written notice to the other.

7.21 **Gender And Number:** Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and plural.

7.22 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

7.23 **Tax Exempt Financing:** In the event PPH or Hospital decides to seek tax exempt financing, NHC agrees to amend this Agreement as may be necessary in order for Hospital to obtain such financing. Immediately upon request for Hospital, NHC shall execute any and all such amendments presented by Hospital and shall return the fully executed original amendments to Hospital promptly.

7.24 **Non-Discrimination:** Each of the parties hereto represents and warrants that it is and at all times during the term of this Agreement will be in full compliance with Section 504 of the Rehabilitation Act of 1973 and Titles VI and VII of the 1964 Civil Rights Act, as amended and all regulations issued pursuant thereto.

7.25 **Incorporation of Exhibits:** All schedules, exhibits, and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full in this Agreement by this reference.

This Adult Medicine and Skilled Nursing Facility Hospitalist Service Agreement is executed at Escondido, California as of the date set forth above.

**PALOMAR POMERADO HEALTH
("PPH")**

By: _____

Print Name: _____

Date: _____

**NEIGHBORHOOD HEALTHCARE
("NHC")**

By: _____

Print Name: _____

Date: _____

EXHIBIT A

Adult Medicine and Skilled Nursing Facility Hospitalist Service

The following list is a representation of the services to be provided by NHC.

- Recruit Qualified Physicians
- Train Adult Medicine and Skilled Nursing Facility Hospitalists
- Provide Program Orientation for Entire Medical Staff
- Orientation and Training for Hospital's Healthcare Team
- Ensure ongoing communication with:
 - Patient and Family
 - Patients Primary Care Physician
 - Associated Specialists
 - Health Plans
- Attend regularly scheduled meetings to review program performance with:
 - Administration/Nursing
 - Emergency Department
 - Quality Management Committee
 - Hospital Resource Committee
 - Joint Operating Committee
- On an on-going basis provide for:
 - Morning interdisciplinary report
 - Back-up Adult Medicine and Skilled Nursing Facility Hospitalist coverage
 - Arranging Specialty consults
 - Coordination with Case Managers
 - Coordination with Emergency Department
 - Coordination with Patients Primary Care Physician
 - Return care of patient on discharge to referring physician
 - Adherence to Medical Staff By-Laws/Rules & Regulations
 - Formulary compliance
 - Post Acute Care integration (as appropriate)
- Participate in the departments' operating and capital budget development. In cooperation with Hospital, proactively identify, pursue and promote opportunities to improve the quality and delivery of clinical services, effective utilization of resources and clinical outcomes of patients served. The follow is a listing of performance criteria that has been agreed upon by the two parties, related to the Acute Care and Skilled Nursing Facility Hospitalist Service:

1. ACUTE CARE SERVICES STANDARDS:

- Assist in development and implementation of appropriate Clinical Pathways to include but not limited to:

- Congestive Heart Failure
 - a. Nosocomial/Community Acquired Phneumonia
 - b. Acute Coronary Syndrome/Chest Pain
 - c. Diabetic Ketoacidosis
 - d. Hyperglycemic Hyperosmolar Nonketotic COMA
 - e. Cerebrovascular Accident
 - f. And other mutually agreed upon Pathways
- Develop education and Demonstrate 98% compliance with CMS/Premier Core Measures.
- Participate in the development of annual goals and participate in on going reviews with the appropriate District representatives that demonstrate optimization of a reduction of 3rd party payor denials. Develop annual goals and participate in on going reviews with appropriate District representatives that demonstrate appropriate utilization of inpatient ancillary services.
- Demonstrated cooperation and coordination with Hospital Case Management to meet the District's budgeted average length of stay.

2. SKILLED NURSING FACILITY SERVICES:

- Standards of Practice outlined in the Skilled Nursing Facilities Medical Directorship policy for Palomar Pomerado Health #20131.

EXHIBIT B

ACKNOWLEDGEMENT

I, _____ (Covering Physician), hereby acknowledge that I have read and understood the Adult Medicine and Skilled Nursing Facility Hospitalist Service Agreement by and between Palomar Pomerado Health and Neighborhood Healthcare (the "Agreement") and agree to abide by all terms and conditions of the Agreement.

COVERING PHYSICIAN

Signed _____ Date: _____

Name: _____

(Please Print)

EXHIBIT C

PPH will provide to NHC at each location where NHC provides Program services and at PPH's Expense:

- Provision of medical records to support billing and collection functions. Ideally, this access would be electronic in nature.
- Provision of patient demographics to support billing and collection activities. Ideally, this access would be electronic in nature.
- Office Space: 600-800 square feet of space near the ER which is furnished with:
 - a. A minimum of two hospital-linked computers capable of word processing and printer access, and Internet high-speed access.
 - b. Two desks with office chairs, plus a conference table for rounds and a spare desk to be used by Case Manager.
 - c. Printer/fax/copier.
 - d. Two telephones with four extensions.
 - e. One wall-mounted white board.
 - f. One file cabinet.
 - g. Routine office supplies.
 - h. Cell phones for use within the hospital.
 - i. Up-to-date subscription for all Program Physicians, renewed annually during the term of this Agreement.

Staff:

Adequate staff (adequacy determined by ratio of patient census to staff) as mutually agreed upon by the parties) to include:

- a. Shared Clerk
- b. Shared Case Manager
- c. Shared Social Worker
- d. Medical Records staff to provide copying and retrieval of records as needed.

