

THIRD AMENDMENT TO HOSPITAL SERVICE AGREEMENT

This **Third Amendment** (the “3rd Amendment”) to the Hospital Service Agreement is entered into by and among **Specialists On Call, Inc. d/b/a SOC Telemed**, a Delaware Corporation (“SOC”); **Tele-Physicians, P.C** a California professional corporation (“TPP”) and **County of Monterey, on behalf of Natividad Medical Center** (“Member Hospital”) (each a “Party” and collectively the “Parties”). Capitalized terms used in this 3rd Amendment shall have the meanings set forth in the Hospital Service Agreement.

WHEREAS, the Parties entered into a Hospital Service Agreement (the “Agreement”) on February 1, 2018, as amended, under which Member Hospital receives Specialty Consultative Services from TPP and SOC, pursuant to the terms and conditions contained in the Agreement; and

WHEREAS, the Parties desire to add Electronic Medical Record (“EMR”) Integration Services under the Agreement.

NOW THEREFORE, in consideration of the foregoing promises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Upon entering into this 3rd Amendment without amending any other terms or conditions of the Agreement, the Parties hereby amend the Agreement as follows:

1. Exhibit G2: Medical Record (“EMR”) Integration Services is hereby attached and added to the Agreement.
2. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have entered into this 3rd Amendment as of the last signature date below.

MEMBER HOSPITAL

By: *Gary R Gray*
 Name: _____
 Title: CEO
 Date: 11/2/2020

**SPECIALISTS ON CALL, INC.
and TELE-PHYSICIANS, P.C.**

By: Specialists On Call, Inc., its power of attorney & administrator

By: *Hai Tran*
 Name: Hai Tran
 Title: CFO
 Date: 10/30/2020

Approved as to Legal Provisions

By: *Hacy L. Sells*
 Name: _____
 Title: _____
 Date: _____
Deputy County Counsel 10 30 2020

Approved as to Fiscal Provisions

By: *gary k giboney*
 Name: _____
 Title: _____
 Date: _____
11-20-2020

EXHIBIT G2: ELECTRONIC MEDICAL RECORD (“EMR”) INTEGRATION SERVICES AGREEMENT

By executing this EMR Integration Services Agreement (“**Services Agreement**”), **County of Monterey, on behalf of Natividad Medical (“Member Hospital”)** desires to receive EMR Integration services from SOC, pursuant to all of the terms and conditions contained in the Hospital Services Agreement among the Parties, (the “**Agreement**”), dated February 1, 2018. This Services Agreement shall supersede any previous agreement among the Parties for the provision of such services. In the event of a conflict or inconsistency between the Agreement and this Services Agreement, the Services Agreement shall take precedence. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

In return for executing this Services Agreement, SOC will grant Member Hospital access to the pricing, terms and conditions described below.

1. DEFINITIONS

- a. Integration Service. SOC’s Integration Service is a set of secure web-services & Health Level 7 (“HL7”) specifications utilized for interface and exchange of clinical information between SOC and Member Hospital in support of services provided in the applicable Exhibit A. SOC’s Integration Service includes the following HL7 interface message type and delivery mode: One HL7 Medical Document Management (MDM) or Observation Result (ORU) from SOC to health system, to deliver consult documentation.
- b. Interface Specifications – Requirements to connect and interface with the Integration Service.
- c. Go-Live - Mutually agreed upon date and time when the Integration Service is moved to a Production Environment where service is rendered for live patient care and exchange of patient clinical data.
- d. Member Hospital IT Escalation List – Escalation contact list provided by Member Hospital to escalate issues identified during implementation of the Integration Service.
- e. Project Plan – Integration Service implementation plan and schedule mutually agreed to by SOC and Member Hospital during project kick-off meetings.
- f. Service Line – The clinical service(s) (e.g., Neurology, Psychiatry, Critical Care) to be supported through the Integration Service.
- g. System Down – Any time that the Integration Service are not usable.
- h. SEV2 – System Down situation affecting Member Hospital’s use of the Integration Services. All SEV2 issues will be responded to within 30 minutes (24x7) of initial report.
- i. SEV4 - Integration Services are operating but there is an issue preventing the Integration Services from operating as designed but there is no impact to patient care. SEV4 issues will be responded to within 12 business hours (8x5 M-F 9:00am-5:00pm EST).

2. USE OF DATA INTEGRATION SERVICE BY MEMBER HOSPITAL

- a. Member Hospital Requirements. SOC will provide project management oversight to coordinate with Member Hospital to complete connection to the Integration Service. Member Hospital shall conduct development to connect to and access the Integration Service in accordance with the Interface Specifications provided by SOC during the implementation process. Member Hospital will work with SOC’s Project Manager, in accordance with an agreed to Project Plan to complete implementation and testing with The Integration Service prior to Go-Live. Both SOC and Member Hospital will certify final Go-Live readiness based on testing outcome and final certification and sign-offs as outlined in the Statement of Work section below.
- b. Member Hospital Requirements. Member Hospital shall ensure that all patient information is accurate during the intake process, including but is not limited to demographic information such as medical record number and encounter/patient visit number. Member Hospital acknowledges that the documentation exchange will fail if SOC is given inaccurate information, and Member Hospital agrees to rectify any failure(s) within the ORU/MDM interface as soon as possible to correct the issue. SOC

shall not be responsible for documentation delays resulting from inaccurate patient information from Member Hospital.

c. Change Management Process.

a. Pre Go-Live Project Scope Changes. Changes to the scope of the Project Plan must be memorialized in an amendment to this Services Agreement, and may result in additional Implementation Fees.

b. Post Go-Live Changes. Changes to the Integration Service or Member Hospital's connection to the Integration Service after Go-Live may require re-certification of those changes in the staging environment. In such events, re-certification and sign-off by Service Line of successful execution of SOC Test-cases in stage environment and for production go-live approval will be required. In the event of any post Go-Live changes, Member Hospital and SOC will communicate with the other as outlined in Sections a) and b) below.

a) Changes to Integration Service by SOC. SOC shall notify Member Hospital in writing in the event that it makes any updates or changes to the Integration Service that affects the Member Hospital connection at least thirty (30) days prior to said change. Upon receipt of such notice, Member Hospital shall implement all updates and changes to the interfaces for use with new locations within one hundred and twenty (120) days of implementation of change. Notwithstanding the foregoing provisions, the Parties acknowledge and agree that certain updates or changes may be of a critical nature (e.g., necessary to comply with a new law, rule or regulation). In any such case, the parties will mutually agree on a plan to implement the change or update on an expedited basis.

b) Changes to the Integration Service connection by Member Hospital. Member Hospital will not change or modify its connection to the Integration Service in a way that is incompatible with the Integration Service Implementation. Further, should Member Hospital make connection changes that may impact the performance of the Integration Service, it will provide SOC with at least thirty (30) days' notice of such change, and shall not implement any such product change in a live environment until such time as the connections have been re-certified and validated as outlined in Scope of Work below.

d. Limitation on Use of the Integration Service. Member Hospital shall not allow third parties to access or use the Integration Service without SOC's prior written approval.

e. Unknown Patient Identity. Member Hospital agrees that if the patient's identity is unknown, Integration Service cannot be used to make the consult request. Instead, consult requests for those patients will be conducted using a phone call or other consult request method.

f. Patient Matching. Member Hospital will be responsible for managing the processes of appropriately matching SOC consult documentation with the appropriate patient record within Member Hospital's EMR system.

3. SYSTEM SECURITY

a. Protected Health Information. SOC may receive Protected Health Information ("PHI") and other confidential or sensitive data through the Integration Service. At all times, SOC shall utilize such access only for the purposes of performing its responsibilities under this Agreement and/or for treatment, payment, and health care operations as defined in the Privacy Rule at 45 CFR 164.501.

b. Secure Data Transmission: SOC and Member Hospital shall use industry standard encryption to secure data transmission.

4. DOWN TIME AND OTHER EVENTS

- a. In the event of System Down or any other event where manual processes are utilized and/or required, Member Hospital indemnifies SOC of any subsequent operational or clinical impacts that may occur.
- b. In the event of a System Defect that causes an interruption to the delivery of a consult request(s) through the Integration Service, SOC and Member Hospital will employ all reasonable efforts to contact the other in order to ensure appropriate intake of consult requests.
- c. In the event of a System Defect that causes an interruption of the delivery of a consult summary(ies) through the Integration Service SOC will provide back-up consult summary delivery via Fax.

5. HELP DESK PROCESS

- a. System Down – System is considered down if the Integration Service are unusable for all users. Member Hospital must contact the SOC Helpdesk by phone immediately to open a ticket. All System Down tickets will be prioritized as a SEV2 and responded within 30 minutes (24x7) of initial report. SOC will use the provided Member Client IT Escalation list to engage relevant parties to work through resolution
- b. System Defects – System is considered to have a defect when the Integration Service are operational but not working as designed. Hospital is required to make contact with SOC helpdesk to open a ticket. All feature defects will be prioritized as a SEV4 and responded to within 48 business hours of initial report. SOC will work with the contacts to understand the differences between designed and delivered functionality.
- c. Feature Requests – Changes to the integration or interface should be handled through SOC customer service manager.

6. SCOPE OF WORK

As part of the initial project kick-off and planning the Parties will agree on the Integration Service HL7 message types and modes to be implemented during the project Period.

If project scope changes at any point after the project kick-off there will be an incremental one-time Implementation Fee charged as outlined above in pricing section. Project scope changes include implementation of additional interface(s), modifications to the Integration Service connections that cause re-test and re-certification, or new systems to be connected to the Integration Service.

- a. SOC will provide:
 - i. Project management support of technical implementation from project kick off through Go-Live.
 - ii. Technical specifications and documentation for developing applicable delivery messages.
 - iii. Initial and ongoing technical discussions with SOC technical lead to review the Integration Service specifications and recommendations with Member Hospital technical team.
 - iv. Access to SOC technical lead for questions during the application design and testing process.
 - v. Access to a testing environment.
 - vi. Monitoring and review of the HL7 message communications during the testing phase and initial production validation.
 - vii. Assistance with initial validation of HL7 message delivery within the test environment.
 - viii. Ongoing support and maintenance of the stage and production HL7 delivery messages.
 - ix. Any planned or unexpected service interruptions will be communicated and managed through SOC Help Desk Process, to be provided during implementation.
- b. Member Hospital will provide:
 - i. Needed project resources for any administrative support and technical requirements, Implementation, and Testing from project Kick Off through Go-Live.

- ii. Coordination and management of all resources to complete work needed to connect Member Hospital EMR platform to the Integration Services.
 - iii. Review and sign-off on SOC HL7 specifications
 - iv. Development of HL7 messages per the technical specifications provided by SOC.
 - v. Development of Service Line specific test plan for HL7 message delivery certification in both the stage and production environments.
 - vi. Production certification of HL7 message delivery will be done either through 1) mock consult test in production or 2) by running parallel processes for consult requests via EMR Integration and phone for an agreed to time period and successful tests.
 - vii. Sign-off by Service Line on successful execution of SOC Test-cases in stage environment and for production Go-Live approval.
 - viii. Appropriate representation to jointly develop ongoing operational processes for interface management (enrollment and technical support.)
 - ix. 24/7 proactive monitoring and remediation of the message transport infrastructure (i.e., B2B VPN tunnel) for uninterrupted service.
 - x. Ongoing support and maintenance of the staging and production interfaces.
 - xi. In cases of service interruption Member Hospital and SOC will work together 24/7 to restore service as quickly as possible. Service interruptions will be reported and managed through SOC Help Desk Process, to be provided during implementation.
- c. Project Communication
- i. SOC Project Manager will schedule a series of planning and status meetings around the following events and in accordance with the agreed to Project Plan:
 - ii. Specification review
 - iii. Connectivity set up & testing
 - iv. Development checkpoint
 - v. Stage testing checkpoint
 - vi. Stage to production migration
 - vii. Develop and finalize operational procedures
 - viii. Production certification checkpoint project closure.
- d. Project Timeline/Milestone Development and Management
- e. The project timeline will be jointly developed and agreed to by SOC and Member Hospital within two weeks following Technical Specification Review. The overall duration of the project implementation activities will not exceed 90 days from sign-off date of the specifications documentation and go-live.
- f. The project milestones, once established, will be adhered to and the project health status (Green, Yellow, Red) reported in weekly status reports based upon the team's ability to meet or exceed the published milestones. Project health status of green indicates the milestone is on target of being achieved; yellow indicates that there is a potential delay; and red indicates that the milestone is delayed.

7. IMPLEMENTATION AND CONSULTATION FEES.
Member Hospital hereby agrees to the fees specified below.

- a. Implementation Fee. Waived.
- b. Monthly Service Fee. Waived.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have entered into this Services Agreement as of the date fully executed below.

SPECIALISTS ON CALL, INC.

DocuSigned by:
Hai Tran
By: _____
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Name: Hai Tran
Title: CFO
Date: 10/30/2020
Duly Authorized hereunto

MEMBER HOSPITAL

By: *Dr. Gary R. Gray*
Name: Gary R. Gray, D.O.
Title: Chief Executive Officer
Date: 11/2/2020
Duly Authorized hereunto