

## FIRST AMENDMENT TO HOSPITAL SERVICE AGREEMENT

This First Amendment to the Hospital Service Agreement, dated August 1, 2019 (the "Effective Date") is entered into by and among Specialists On Call, Inc., a Delaware Corporation ("SOC"); Tele-Physicians, P.C a California professional corporation d/b/a Specialists on Call Physicians and California Tele-Physicians ("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 First 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, under which Member Hospital receives Specialty Consultative Services from TPP and SOC, pursuant to the terms and conditions contained in the Agreement; and

WHEREAS, SOC, TPP, and Member Hospital desire to amend the Agreement to add Sixty Three Thousand Three Hundred Dollars (\$63,300).

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 First Amendment without amending any other terms or conditions of the Agreement, the Parties hereby amend the Agreement as follows:

1. **Section 5. Payments by Member Hospital.** Section 5 to the Agreement is hereby deleted and replaced with the following:

"5. Payments by Member Hospital. Member Hospital shall pay the SOC in accordance with the payment provisions set forth in Attachment G1, subject to the limitations set forth in this Agreement. The total amount payable by Member to TPP under this Agreement shall not exceed the sum of Five Hundred Sixty Three Thousand Three Hundred Dollars (\$563,000)."

2. **Attachment G1. Specialty Consultative Services.** Attachment G1 to the Agreement is hereby deleted in its entirety and replaced with the attached Attachment G1.

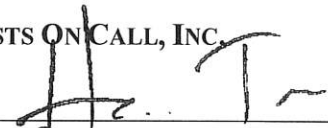
Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have entered into this First Amendment as of the date first fully executed below.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


**SPECIALISTS ON CALL, INC.**

By:   
Title: CFO  
Date: 07/11/19

**APPROVED AS TO LEGAL PROVISIONS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TELE-PHYSICIANS, P.C.  
D/B/A CALIFORNIA TELE-PHYSICIANS**

By:   
Title: CMO  
Date: 07/11/19

**APPROVED AS TO FISCAL PROVISIONS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ATTACHMENT G1: SPECIALTY CONSULTATIVE SERVICES

By executing this Specialty Consultative Services Agreement (“**Services Agreement**”), *Natividad Medical Center* (“**Member Hospital**”) desires to continue to receive *Emergency Neurology* 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, 2018. This Services Agreement shall supersede any previous agreement among the Parties for the provision of *Emergency Neurology* Specialty Consultative 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.

### **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 **Attachment B** of the Agreement.

1. Credentialing Fee. TPP agrees to pay all credentialing fees and dues on behalf of TPP Physicians, pursuant to **Section 4.a** of the Agreement.
2. Invoicing. Invoices shall be sent via email to the following point of contact (two points of contact are required).

#### Primary Point of Contact

Name: Physician Invoicing Specialist

Address: 1441 Constitution Blvd, Salinas, CA 93906

Email: floresjy@natividad.com

Phone Number: 831.783.2557

#### Secondary Point of Contact

Name: Accounts Payable

Address: 1441 Constitution Blvd, Salinas, CA 93906

Email: AccountsPayableEmail@natividad.com

Phone Number: 831.755.4111

3. Minimum Monthly Consultation Fee – Emergency Neurology. Retroactively effective November 1, 2017, TPP will charge an initial Minimum Monthly Consultation Fee in exchange for Emergency Neurology Specialty Consultative Services, which shall be based on the Emergency Neurology Pricing Grid below. Member Hospital shall select a Tier within the Pricing Grid to 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 4** 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 notice period.

The Emergency Neurology Minimum Monthly Consultation Fee shall cover Emergency Neurology Consults, pursuant to the terms of Attachment A1. This Fee does not cover Scheduled General Neurology consults, pursuant to Attachment A2, with the following exception:

Should the Member Hospital contract to receive Emergency Neurology Specialty Consultative Services pursuant to Attachment A1, but not contract to receive Scheduled General Neurology Specialty Consultative Services pursuant to Attachment A2, then TPP will still permit Scheduled General Neurology cases to be requested and seen by a TPP Clinician under the following terms:

- 1) Scheduled General Neurology consults that are requested will initially be counted towards the allowable consults under the Emergency Neurology Tier selected by Member Hospital, either within the Minimum Monthly Fee or the rate per consult above the number of consults covered by the Minimum Monthly Fee.
- 2) Should the number of Scheduled General Neurology consults exceed fifteen percent (15%) of the total number of consults requested in a given month, then all Scheduled General Neurology consults above fifteen percent (15%) of the total will be billed at a rate of \$1,000 per consult for that month, not to exceed \$72,000 annually.
- 3) Should TPP identify repeated requests to perform Scheduled General Neurology consults in the absence of a Scheduled General Neurology agreement, then TPP and Member Hospital agree to negotiate a Scheduled General Neurology agreement in good faith, pursuant to the terms in Attachment A2. If TPP and Member Hospital cannot agree to terms, then TPP reserves the right to refuse Scheduled General Neurology consults in the absence of an agreement.



**PRICING GRID – EMERGENCY NEUROLOGY**

<b>Tier</b>	<b>Emergency Neurology Consults Included</b>	<b>Minimum Monthly Fee</b>	<b>Rate per consult above # of consults covered by the Minimum Monthly Fee</b>
<b>1</b>	Includes 5 consults per month	\$3,500	\$900
<b>2</b>	Includes 10 consults per month	\$6,000	\$800
<b>3</b>	Includes 15 consults per month	\$8,250	\$700
<b>4</b>	Includes 25 consults per month	\$12,500	\$600
<b>5</b>	Includes 40 consults per month	\$18,000	\$550
<b>6</b>	Includes 55 consults per month	\$23,350	\$500

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. At the end of each month, consultations above the number included in the Minimum Monthly Consultation Fee will be invoiced to Member Hospital, all invoices shall be paid according to the payment terms of this Agreement.
5. Monthly Technology and Support Fee. Beginning on the first day of the month following the Go-Live Date, SOC will submit an invoice for a Monthly Technology and Support Fee in the amount of **\$500.00** per SOC Workstation, such invoice shall be paid according to the payment terms of this Agreement. The number of SOC Workstations provided under this Services Agreement is one (1). Member Hospital acknowledges SOC may use Member Hospital data in support of reporting, analytics, and operations.
6. Additional Workstations. Additional SOC Workstations may be ordered pursuant to a fully executed Amendment to this Services Agreement. Any license, use, or other fees incurred by SOC as a result of using Member Hospital Equipment shall be reimbursed according to the payment terms in Attachment B.
7. Supplemental Payment. The parties acknowledge that during the period February 1, 2016 to January 31, 2018 services were rendered by Contractor that caused the final invoices to surpass the not to exceed amount of the agreement. The parties agree that the amount for those services equals Sixty Three Thousand Three Hundred Dollars (\$63,300) (the “Supplemental Payment”). The Supplemental Payment will be made within thirty (30) days of the execution of this First Amendment.