

## SECOND AMENDMENT TO HOSPITAL SERVICE AGREEMENT

This **Second Amendment** (the "2<sup>nd</sup> 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 2<sup>nd</sup> 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 on August 1, 2019, under which Member Hospital receives Specialty Consultative Services from TPP and SOC, pursuant to the terms and conditions contained in the Agreement;

**WHEREAS**, the Parties entered into a Specialty Consultative Services Agreement for the provision of Emergency Neurology ("Attachment G1"); and

**WHEREAS**, the Parties desire to amend the Agreement to update service descriptions, extend the term by twelve (12) months, and add \$256,700 to allow services to continue.

**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 2<sup>nd</sup> Amendment without amending any other terms or conditions of the Agreement, the Parties hereby amend the Agreement as follows:

1. 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 Eight Hundred Twenty Thousand Dollars (\$820,000)."
2. Section 9 (a) to this Agreement is hereby deleted and replaced with the following: "a. This Agreement shall become effective February 1, 2018 (the "Effective Date"), and shall continue until March 31, 2021 (the "Expiration Date"), subject to the termination provisions of this Agreement."
3. Attachment A1: Specialty Consultative Services – Emergency Neurology Consultation Service Description is hereby deleted and replaced with the attached.
4. Attachment A2: Specialty Consultative Services – Routine Neurology Consultation Service Description is hereby deleted and replaced with the attached.
5. Effective upon the first day of the month following full execution of this 2<sup>nd</sup> Amendment, Section 3 of Exhibit G1 is hereby deleted and replaced with the following:
  3. Minimum Monthly Consultation Fee – Emergency Neurology. 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 5** 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

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


**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have entered into this 2<sup>nd</sup> Amendment shall be effective as of the date fully executed below.

**MEMBER HOSPITAL**

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

**SPECIALISTS ON CALL, INC.**

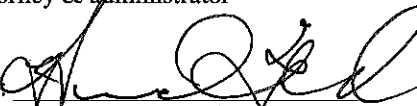
By:  \_\_\_\_\_  
Name: Hai Tran  
Title: CFO  
Date: 3/2/20

**APPROVED AS TO LEGAL PROVISIONS**

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

**TELE-PHYSICIANS, P.C.**

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

By:  \_\_\_\_\_  
Name: Hammad Shah  
Title: CEO  
Date: 3/2/2020

**APPROVED AS TO FISCAL PROVISIONS**

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

Duly Authorized hereunto

**ATTACHMENT 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. Physician Availability. The TPP physician 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 Physician will respond for consultation for time-sensitive neurologic emergencies under this agreement, regardless of patient location within the hospital, based on the criteria outlined within current SOC workflow training materials.
  - a. Availability. 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. 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. TPP will transmit the results of the Specialty Consultative Service assessment and recommendation to Member Hospital physician within approximately thirty (30) minutes after the evaluation is completed.
  - b. Follow-up Consultation. At times, an emergency consult may require a follow-up (e.g. discussion regarding medication dosing, clarification of recommendation, need to answer specific questions for staff or family). In these instances, an TPP physician will respond without additional charge. If it has been greater than 24-hours since the last consultation on any given patient, or the subsequent request for a TPP physician results in the need for a full examination or supplemental recommendations, then the completion of the consult will result in an additional charge. All requests to see a patient on a routine or scheduled basis after the completion of an emergency consultation will result in an additional charge.
4. Non-Time-Sensitive Cases. TPP will respond for consultation for non-time-dependent neurologic emergencies under this agreement, specific to patients located in the Emergency Department, based on the criteria and timeframes outlined within current SOC workflow training materials.

Availability: TPP will make its best efforts to provide consultations for non-time-dependent neurologic conditions within three (3) hours. 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.
5. Radiological Imaging Acquisition, Image Standards and Transmissions. SOC will work with Member Hospital to establish business-to-business encrypted VPN tunnels between SOC's data center and the Member Hospital network for secure transmission of DICOM images from Member Hospital's PACS system to SOC's PACS system. If multiple Member Hospitals share a PACS system, the same tunnels may be used for the transmission of the images to SOC. Member Hospital's PACS personnel and/or PACS

vendor shall configure Member Hospital's PACS system to enable DICOM images to be pushed directly from Member Hospital to SOC 24/7/365.

Member Hospital shall direct its Radiology Department and vendors to assist SOC IT Staff with implementing the Radiology Imaging acquisition process. In addition, Member Hospital shall facilitate training and communication of all involved Radiology Personnel in the operational workflow and 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 is 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.

**ATTACHMENT 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. Physician Availability. Between 8:00 am and 5:00 pm local hospital time, Monday – Friday, AND 8:00 am and 12:00 pm local hospital time on Saturday, Sunday and federal 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). If requests are made beyond 12:00PM local time (10:00 am on Saturday or Sunday), a TPP Physician will be available for next-day scheduled consults (within 24 hours of the request). TPP will transmit the results of the Specialty Consultative Service assessment and recommendation to Member Hospital physician within approximately thirty (30) minutes after the evaluation is completed.
4. Scheduled General Neurologic Consultations.
  - a. Patients who qualify for this service include:
    - i. Patients admitted to the hospital, primarily located on the floor or the ICU.
    - ii. Patients in the hospital under an observation status, who are pending admission to the floor or the ICU.
  - b. 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 are outlined within current SOC workflow training materials.
  - c. Review of information may include, results, images, reports or records in synchronous (video chat/screen share) or asynchronous (file/document/video recording review).
  - d. Follow-up Consultation. At times, a 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 TPP physician will respond without additional charge. If it has been greater than 24-hours since the last consultation on any given patient, or the subsequent request for a TPP physician results in the need for a full examination or supplemental recommendations, then the completion of the consult will result in an additional charge.
5. Radiological Imaging Acquisition, Image Standards and Transmissions. SOC will work with Member Hospital to establish business-to-business encrypted VPN tunnels between SOC's data center and the Member Hospital network for secure transmission of DICOM images from Member Hospital's PACS system to SOC's PACS system. If multiple Member Hospitals share a PACS system, the same tunnels may

be used for the transmission of the images to SOC. Member Hospital's PACS personnel and/or PACS vendor shall configure Member Hospital's PACS system to enable DICOM images to be pushed directly from Member Hospital to SOC 24/7/365.

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.