

## FOURTH AMENDMENT TO HOSPITAL SERVICE AGREEMENT

This **Fourth Amendment** (the “4<sup>th</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 4<sup>th</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, 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 Specialty Consultative Services (“Attachment G1”); and

**WHEREAS**, the Parties desire to modify certain terms and conditions of the Agreement, add one (1) additional SOC Workstation under Attachment G1, extend the term of the Agreement and Attachment G1 by twelve (12) months and add \$260,000 to allow for 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 4<sup>th</sup> Amendment without amending any other terms or conditions of the Agreement, the Parties hereby amend the Agreement as follows:

1. Section 4. Section 4.a to the Agreement is hereby deleted in its entirety and replaced with the following:

“4. Member Hospital Responsibilities.

a. Credentialing of TPP Physicians.

- i. As the quality and timeliness of the Specialty Consultative Services are the responsibility of SOC and TPP, SOC and TPP shall be responsible for the selection of and scheduling of Specialty Physicians to provide services to Member Hospital and its patients. SOC and TPP warrant that all Specialty Physicians that provide services under this Agreement have been and will be held to high standards for clinical quality, regulatory compliance and professionalism. SOC shall remove from the service schedule any physician failing to adhere to such standards and shall notify Member Hospital of such decision.
- ii. Member Hospital shall be responsible for the timely credentialing of Specialty Physicians selected by SOC and TPP to deliver Specialty Consultative Services to Member Hospital’s patients. Requests for telemedicine privileges will be processed in accordance with the provisions of the Medical Staff Bylaws, Rules & Regulations, and applicable policies and procedures in the same manner as for any other applicant for initial appointment or reappointment, including but not limited to all required primary verification of licensure, training and experience. Information from the distant site telemedicine provider hospital or entity may be considered as part of this process, but shall not be relied upon in lieu of primary sources for purposes of verifying licensure and training.
- iii. Member Hospital shall facilitate the necessary credentialing and document verification for each TPP Physician so that SOC can initiate service at the time of the Go-Live Date. All Specialty Physicians listed on the initial panel must be privileged by Member Hospital prior to the Go-Live Date for any Specialty Consultative Service under this Agreement.

- iv. Throughout the life of this Agreement, Member Hospital agrees to credential additional TPP Physicians in order to maintain service levels to Member Hospital, and shall grant such privileges in a quality and timely manner, provided that such TPP Physicians shall diligently pursue such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Any failure to grant privileges to a TPP Physician or failure to do so in a timely manner may be expected to impair those service level response times enumerated in Attachment A.
- v. SOC agrees to pay the Member Hospital's initial and re-appointment fees on behalf of TPP's Specialty Physicians.
- vi. Member Hospital shall provide TPP evidence of its internal review of each TPP affiliated physician's performance, for use in TPPs periodic appraisal of its physicians. At a minimum, this information must include: (1) all adverse events that result from a physician's Specialty Consultative Services provided to Member Hospital patients, and (2) all complaints Member Hospital has received about the Physician.
- vii. If hospital is a critical access hospital, Member Hospital is responsible for periodic evaluation and quality assurance reviews that comply with 42 C.F.R. 482.12E.

2. Section 5. 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 Hospital to TPP under this Agreement shall not exceed the sum of One Million Seventy Thousand Dollars (\$1,070,000).”

3. Section 9 (a). Section 9 (a) to this Agreement is hereby deleted and replaced with the following:

“9. a. This Agreement shall become effective February 1, 2018 (the “Effective Date”), and shall continue until March 31, 2022 (the “Expiration Date”), subject to the termination provisions of this Agreement.”

3. Attachment G1: Section 5. Section 5 of Attachment G1 is hereby deleted and replaced with the following:

5. Monthly Technology and Support Fee. 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 **two (2)**. Member Hospital acknowledges SOC may use Member Hospital data in support of reporting, analytics, and operations.

Additional SOC Workstations may be ordered pursuant to a fully executed Amendment to this Services Agreement.

1. 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 4<sup>th</sup> Amendment as of the last signature date below.

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

(By: Specialists On Call, Inc., its power of attorney)

DocuSigned by:  
*Chris Knibb*  
By: \_\_\_\_\_  
Name: Chris Knibb  
Title: CFO  
Date: 2/19/2021

**MEMBER HOSPITAL**

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

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

APPROVED AS TO LEGAL PROVISIONS:

*Stacy Saetta*  
\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: 2/22/2021

APPROVED AS TO FISCAL PROVISIONS:

*gary k giboney*  
\_\_\_\_\_  
Deputy Auditor/Controller

Date: 2-22-2021