



<b>NMC ROUTING FORM</b>	Date: 2/24/23
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AGREEMENT     
  AMENDMENT     
  BOARD REPORT FOR PRE-APPROVAL

**Vendor Name:** Deliver Health Solutions, LLC

**Title/Brief Description of Document:** HIM Transcriptions Services & Host Software

**Return to:** NMC (CONTRACTS DIVISION)      **Name/Ph:** Jason Garcia/783-2375

**This Agreement or Amendment requires Board Approval:**  Yes       No

NMC INTERNAL CHECKLIST AND ADDITIONAL INFO	
<input checked="" type="checkbox"/> VDR & Non-Resident State Forms Verified	Name of person requesting the NMC Contracts Division process this document:  Raquel Mojica- NMC IT
<input checked="" type="checkbox"/> Insurance & Endorsement Current	
<input checked="" type="checkbox"/> BAA Required	
<input type="checkbox"/>	




**Approval Guidelines for All Agreements:**

When using County boilerplate Agreement and PSA:

Route to vendor first for signature unless there have been line-outs made to the boilerplate wording. Line outs should be approved by County Counsel first.

When using non-standard Agreement:

Departments are required to obtain County Counsel's signature prior to obtaining the vendor's signature for any agreement that does **not** utilize a pre-approved boilerplate document.

ROUTING AND APPROVALS*			
<i>Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.</i>			
	Approving Authority:	Approval Initials	Comments:
1st	NMC Administration <b>(required)</b>		3/29/2023   10:55 AM PD
2nd	County Counsel <b>(required)</b>		3/29/2023   10:56 AM PD
3rd	Auditor-Controller <b>(required)</b>		3/30/2023   9:05 AM PD
	Return to NMC		

\* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

**MYA #:**



**COUNTY OF MONTEREY AGREEMENT FOR SERVICES**

This Agreement for Services (hereinafter “Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter, “the County”), on behalf of Natividad Medical Center (“NMC”), a general acute care teaching hospital wholly owned and operated by the County, and DeliverHealth Solutions, LLC, a Delaware Corporation (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED.** NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of the Agreement. The services are generally described as follows: HIM transcription services and hosted transcription software

2. **PAYMENTS BY NMC.** NMC shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$ 80,000.

3. **TERM OF AGREEMENT.**

3.1. The term of this Agreement is from retro 03/01/21 through 02/28/26 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

3.2. NMC reserves the right to cancel this Agreement, or an extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A (ORDER):** Scope of Services/Payment
- Addendum No. 1 - modifications to Agreement terms and conditions
- ~~Provision~~ Business Associate Agreement

5. **PERFORMANCE STANDARDS.**

5.1. CONTRACTOR warrants that CONTRACTOR and Contractor’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required

under this Agreement and are not employees of NMC, or immediate family of an employee of NMC.

5.2. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.3. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provide in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.2. Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

6.3. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement, and then only in accordance with any applicable County policies.

6.4. Invoice amounts shall be billed directly to the ordering department.

6.5. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7. TERMINATION.

7.1. During the term of this Agreement, NMC may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.2. NMC may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If

NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 NMC's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for NMC's purchase of the indicated quantity of services, then NMC may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8. INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any and all claims, liability and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9. INSURANCE.

### 9.1 Evidence of Coverage:

Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to NMC's Contracts/Purchasing Department, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

9.3 Insurance Coverage Requirements: Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Exemption/Modification (Justification attached; subject to approval).

Workers’ Compensation Insurance, If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- Exemption/Modification (Justification attached; subject to approval).

9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds** with respect to liability arising out of the Contractor's work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance.** The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.1 Confidentiality. CONTRACTOR and its officers, employees, agents and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.2 NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. NMC shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 Royalties and Inventions. NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of NMC.
11. **NON-DISCRIMINATION**. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, full comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT**. If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR**. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent CONTRACTOR and not as an employee of NMC. No offer or obligation of permanent

employment with NMC or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from NMC any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and CONTRACTOR's contract administrators at the addresses listed below

**NATIVIDAD MEDICAL CENTER:**

Natividad Medical Center  
Attn: Contracts Division  
1441 Constitution Blvd  
Salinas, CA. 93906  
FAX: 831-757-2592

**CONTRACTOR:**

Business Name: DeliverHealth Solutions, LLC  
Attn: Legal Department  
Address: 19321 US Highway 19 North  
City, State, Zip: Clearwater, FL 33764  
FAX: \_\_\_\_\_  
Email: \_\_\_\_\_

**15. MISCELLANEOUS PROVISIONS.**

- 15.1 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.2 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by NMC and the CONTRACTOR.
- 15.3 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.



- 15.5 Disputes: CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting: The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns: This Agreement and the rights, privileges, duties, and obligations of NMC and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.8 Compliance with Applicable Law: The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings: The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement
- 15.11 Governing Law: This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement: This Agreement is non-exclusive and each of NMC and CONTRACTOR expressly reserves the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement: NMC and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Integration: This Agreement, including the exhibits, represents the entire Agreement between NMC and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations representations, or agreements, either written or oral, between NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.
- 15.16 Interpretation of Conflicting Provisions: In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Charles R. Harris, CEO for Natividad

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

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
DocuSigned by:  
*Stacy Saelta*  
C0ECE1B99F444A9...  
Monterey County Deputy County Counsel

3/30/2023 | 12:38 PM PDT

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

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
DocuSigned by:  
*Ma Mon*  
2617DD077D65495...  
Monterey County Deputy Auditor/Controller

3/30/2023 | 9:05 AM PDT

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

**CONTRACTOR**

DeliverHealth Solutions, LLC  
Contractor's Business Name\*\*\* (see instructions)

DocuSigned by:  
*Jodie Sinclair*  
981D7482D98A406...  
Signature of Chair, President, or Vice-President

Jodie Sinclair  
Name and Title VP, Pro Services & Customer Growth

Date: 3/6/2023

By: \_\_\_\_\_  
DocuSigned by:  
*Jeffrey Fasy*  
E8F883D0D8B145D...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Jeffrey Fasy Chief Financial Officer  
Name and Title

Date: 3/7/2023

**\*\*\*Instructions:**

If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required). If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).



**EXHIBIT A Scope of Services/Payment Provisions (aka: ORDER):**

This Order (“Order”), effective as of March 1, 2021 (“Order Effective Date”), is made by and between DeliverHealth Solutions, LLC., having principal place of business at 19321 US Highway 19 North, Clearwater, FL 33764 (“DHS”/“DeliverHealth”) and the County of Monterey for the provision of services for Natividad Medical Center (“Company”). This Order is governed by the attached Agreement effective October 15, 2013 entered by and between Nuance Communications, Inc., and Company (“Agreement”). The parties have consented to the assignment of the Agreement from Nuance Communications, Inc., to DeliverHealth Solutions, LLC., pursuant to the sale of Nuance's HIM and EHR services to DeliverHealth that took place on March 1, 2021.

The Purpose of this Order is to renew Clinical Documentation Solution: DeliverHealth Technology Platform and Transcription Services.

**Billing Information:**

Company Name:	Natividad Medical Center
Contact Name & Title:	Natividad Accounts Payable Dept
Address:	PO Box 81611
City:	Salinas
State:	CA
Zip:	93912
Phone and/or Email	AccountsPayableEmail@natividad.com

**Shipping Information:**

Company Name:	Natividad Medical Center
Contact Name & Title:	Kim Williams-Neal
Address:	1441 Constitution Blvd
City:	Salinas
State:	CA
Zip:	93906
Phone and/or Email	nealk@natividad.com

**SUMMARY – PURCHASE ORDER AND INVOICE DESCRIPTION**

Clinical Documentation Solution: DeliverHealth Technology Platform and Transcription Services.

## HIM Transcription Services

“Transcription Services” means any transcribing services and/or editing services provided by DeliverHealth pursuant to this Order, as more fully described in the applicable Schedule for Transcription Services attached hereto.

Transcription Services will be as further described in, and will be provided by DeliverHealth in accordance with, the applicable Schedule.

**Hosted Software/Platform:**

Name	Version
eScriptOne	Natividad

Order Term	60 Months
Delivery Type	Onshore
Billing Metric	Virtual Line
Expected Volume Annually	116,839
Hours of Coverage	24x7

**Pricing: Effective 3/1/21-2/28/23**

DHS shall calculate the monthly fee based on the following calculations:

Turnaround Time	Rate per Billing Metric
<b>2 hours /STAT</b>	\$0.14331
<b>4 hours</b>	\$0.138924
<b>6 &amp; 8 hours</b>	\$0.137088
<b>12 hours</b>	\$0.134538
<b>24 hours</b>	\$0.13005

**Pricing: Effective 3/1/23-2/28/26**

DHS shall calculate the monthly fee based on the following calculations:

Turnaround Time	Rate per Billing Metric
<b>2 hours / STAT</b>	\$0.152082
<b>4 hours</b>	\$0.147427
<b>6 &amp; 8 hours</b>	\$0.145479
<b>12 hours</b>	\$0.142773
<b>24 hours</b>	\$0.13801

**Worktypes:**

Worktype	TAT (Hours)
History and Physical	2
Inpatient Consultation	12
Operative Report	4
Discharge Summary	24
Transfer Summary	2
Progress Note	12
Workers Comp Letter	24
ER Report	2
Psychiatric Evaluation	4
Echocardiogram	12
Holter Monitor	12
Event Monitor	12
EEG	12
Transesophageal Echo	12
NMG Progress Note	12
NMG History and Physical	2
NMG Procedure Note	12
NMC Clinic Note	12
NMC Outpatient Consult	12
Letter	24
Medical Legal	24
NMC Procedure Note	12

**TAT Distribution and Variances:**

- A Change Order signed by both parties will be used to memorialize any change in Turnaround Time for any Work Type. The Change Order will be effective when executed by both Parties and will include the effective date of the new Turnaround Time as well as any update in the rate per billing metric.

**Fees.** Company shall pay to DeliverHealth all fees and other charges specified in each Order. All fees due under the Agreement are non- cancelable.

No DHS equipment will be placed on-site.

**MEDICAL CARE RESPONSIBILITY.** COMPANY ACKNOWLEDGES THAT SOFTWARE AND SERVICES ARE NOT ERROR FREE. FURTHERMORE, SPEECH RECOGNITION, NATURAL LANGUAGE PROCESSING, AND MEDICAL FACT EXTRACTION (SUCH AS PERFORMED IN MEDICAL TRANSCRIPTION SERVICES) ARE STATISTICAL PROCESSES THAT ARE INHERENTLY INACCURATE AND THAT ERRORS OCCUR IN THE CONTENT, OUTPUT AND RESULTS OF SUCH PROCESSES THAT DELIVERHEALTH IS NOT RESPONSIBLE FOR. COMPANY AGREES THAT IT IS THE SOLE RESPONSIBILITY OF COMPANY AND EACH AUTHORIZED USER TO IDENTIFY AND CORRECT ANY SUCH ERRORS AND INACCURACIES BEFORE USING AND/OR RELYING ON THE CONTENT, RESULTS OR OUTPUT OF ANY SOFTWARE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT, FOR ANY MEDICAL-PRACTICE-RELATED PURPOSES. COMPANY AGREES THAT DELIVERHEALTH IS NOT PROVIDING MEDICAL PRACTICE ADVICE, AND THAT COMPANY AND EACH AUTHORIZED USER WILL CONSULT WITH AND RELY EXCLUSIVELY ON ITS OWN PHYSICIANS OR OTHER MEDICAL DIRECTION FOR REVIEW, NECESSARY REVISIONS AND APPROVAL OF ANY AND ALL SUCH MEDICAL-PRACTICE-RELATED CONTENT, RESULTS OR OUTPUT. DELIVERHEALTH ASSUMES NO RESPONSIBILITY FOR ANY OF THE FOREGOING.

**BILLING METRIC DEFINITION**

Definition of a Virtual (Net) Line: For each document, the number of ASCII characters in that document and header/footer (including spaces and black characters) are added and divided by 65. That number is rounded up to the nearest integer value. If the platform used cannot calculate ASCII characters and spaces in headers/footers, a fixed number of lines will be added to each report for headers/footers. The default header/footer addition is fifteen (15) lines.

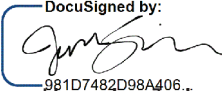
**AFFILIATE INFORMATION**

Affiliate Name	Street Address	City	State	Zip

IN WITNESSWHEREOF: The undersigned have executed this Order as of Effective Date above.

**DeliverHealth Solutions, LLC**

**Natividad Medical Center**

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
 Name: Jodie Sinclair  
 Title: VP, Pro Services & Customer Growth  
 Date: 2/23/2023

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

## Data Retention and Destruction Exhibit

### Purpose and Scope:

DHS is required to develop procedures to implement that comply with the Record Retention Policy. As defined below, this Procedure sets out retention and destruction procedures and schedules for Product Data processed in the hosted products under the control of the DHS Healthcare Division. DHS does not obtain copies of Product Data for on-premise products that are hosted by the customer, other than incidental data received to resolve support issues.

### Definitions:

“**Records**” means all documented information and data, regardless of its characteristics, media, physical form, or manner it is recorded or stored. Records include electronic and physical client and employee records, email, and other correspondence, and all types of computer files.

“**Product Data**” means (a) all Records, including voice data, medical images, and metadata, received by DHS from customers for processing in DHS products, and (b) all resulting data produced by DHS from use of such customer data that is personal data protected by any privacy or data protection laws, including text produced as the result of automated speech recognition and log data that is personal data. Any Records that are de-identified by DHS in accordance with its contractual obligations and applicable law are no longer “Product Data.”

### **HEALTHCARE HOSTED PRODUCT RETENTION AND DESTRUCTION SCHEDULE**

<b>Product</b>	<b>Data Element</b>	<b>Data Location</b>	<b>Retention Period</b>	<b>Purge Process</b>
<b>Health Information Management Products*</b>				
<i>eScript<sup>One</sup></i>	Text Files	Australia, Canada, US and UK	7 years	Automatic
	Voice Files	Australia, Canada, US and UK	90 days	Automatic
	ADT/HL7 messages	Australia, Canada, US and UK	30 days	Automatic
	Audit Logs – include, but not limited to, application audit logs on text, voice and distribution	Australia, Canada, US and UK	7 years	Automatic

\* Client data will be stored only in the country where the client is located.

### Deactivation:

All data and objects of clients that are no longer a customer of DHS will automatically be purged from the system after 90 days.

## **ADDENDUM NO. 1**

### **TO AGREEMENT BY AND BETWEEN DeliverHealth Solutions, LLC, AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR (MEDICAL DICTATION AND TRANSCRIPTION SERVICES)**

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement dated March 1, 2021 for Services (hereinafter “Agreement”) by and between DeliverHealth Solutions, LLC, (hereinafter “CONTRACTOR”) and the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, NMC and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Clause 2.2 under “PAYMENT CONDITIONS”, shall be amended to:

Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County (NMC) and the CONTRACTOR.

II. Clause 2.3 under “PAYMENT CONDITIONS”, shall be amended to:

CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

III. Clause 3, “TERMINATION”, shall be amended as follows:



3.1 During the term of this Agreement, either Party may terminate the Agreement for any reason by giving written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. NMC shall not deduct or withhold any payments of the Contractor for the services performed till the date of termination and will make full and complete payments to the Contractor before last date of termination.

3.2 Either party may cancel and terminate this Agreement if the other party commits a material breach of this Agreement or Order and fails to cure such breach within thirty (30) days of receipt of written notice describing such breach. For purposes of termination of this Agreement by the County, "good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. Notwithstanding the foregoing, CONTRACTOR may terminate this Agreement and/or any Order immediately upon written notice to Company if Company (a) infringes CONTRACTOR's intellectual property rights, (b) commits, or permits any third party to commit, any breach of confidentiality obligations under Section 9 ("Confidentiality"), or (c) Company has a receiver appointed to handle its assets or affairs, admits that it is insolvent, or is otherwise unable to pay its debts as they mature, or ceases to do business in the ordinary course.

IV. Clause 4, "INDEMNIFICATION", shall be amended as follows:

4.1 CONTRACTOR shall indemnify, defend, and hold harmless NMC (hereinafter "County"), its officers, agents and employees from all actual and direct loss arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for only actual and direct costs in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

4.2 NMC shall indemnify, defend and hold harmless the Contractor, its officers, agents, sub-contractors, directors, affiliates and employees from all actual and direct losses arising out of, or in connection with, performance of this Agreement by NMC and/or its affiliates or agents, its employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Contractor.

4.3 Contractor shall not be liable for loss of profits or revenues, loss of anticipated savings, loss of customers, or loss of use of any software or data, nor for any special, consequential or indirect loss or damage, costs, expenses or other claims for consequential compensation, howsoever caused, which arise out of or in connection with this Agreement or the services.

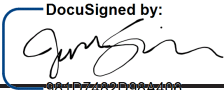

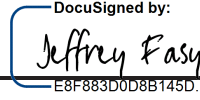
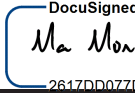
4.4 The Parties agree that Contractor's total liability with respect to any claim arising out of this agreement or under any negligence, indemnity, tort, strict liability or any other legal and equitable right shall not exceed, for each consecutive 12 months period ("Annual Period") of this Agreement (the first period commencing on the Effective Date) an aggregate amount equal to the total limits stated within section 9.3 "Insurance Coverage Requirements" of the Agreement.

V. Clause 13.6, "ASSIGNMENT AND SUBCONTRACTING", shall be amended to:

The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of NMC provided such written consent should not be unreasonably withheld. The CONTRACTOR shall be permitted to sub-contract no more than 50% of any of its rights and obligations hereunder provided however notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

*Signature page to follow.*

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Addendum No.1 on the basis set forth in this document and have executed this Addendum No. 1 the day and year set forth herein.

<p><b><u>County of Monterey on behalf of Natividad Medical Center</u></b></p>	<p><b><u>DeliverHealth Solutions, LLC</u></b></p>
<p>Charles R. Harris, CEO Natividad</p>	<p>DocuSigned by:    <small>381D7402D98A400...</small></p>
<p>Date: _____</p>	<p>Signature of Chair, President or Vice-President</p>
<p><b><u>Approved as to Legal Provisions:</u></b></p>	<p>Jodie Sinclair</p>
<p>DocuSigned by:    <small>C0EFC1B99E444A9</small></p>	<p><i>Printed Name and Title</i></p>
<p>Monterey County Deputy County Counsel</p>	<p>VP, Pro Services &amp; Customer Growth</p>
<p>Date: <u>3/29/2023   10:56 AM PDT</u></p>	<p>Date: <u>3/6/2023</u></p>
<p><b><u>Approved as to Fiscal provisions:</u></b></p>	<p>DocuSigned by:    <small>E8F883D0D8B145D...</small></p>
<p>Monterey County Chief-Deputy Auditor-Controller</p>	<p>Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer</p>
<p>Date: <u>3/30/2023   9:05 AM PDT</u></p>	<p>Jeffrey Fasy</p>
<p>DocuSigned by:    <small>2617DD07D65495</small></p>	<p><i>Printed Name and Title</i></p>
<p>Monterey County Chief-Deputy Auditor-Controller</p>	<p>Chief Financial Officer</p>
<p>Date: <u>3/7/2023</u></p>	<p>Date: _____</p>
<p><u>Signature Instructions</u></p>	<p>For a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).</p>