

**PHYSICIAN ADVISOR SERVICES
PRODUCT SCHEDULE**

OptumInsight, Inc. (“Optum”) and the County of Monterey (“County” or “Customer”), a political subdivision of the State of California, for services at Natividad Medical Center have entered into this Product Schedule (the “Schedule”) effective as of “effective as of Date of Last Execution (the “Effective Date”). This Schedule is incorporated into and made a part of the Master Agreement between Optum and Customer, which will be signed with this Schedule (the “Agreement”). The parties agree as follows:

1. Definitions. The following definitions apply to this Schedule:

1.1 “ALJ” means an Office of Medicare Hearings and Appeals administrative law judge, a state hearing level administrative law judge or hearing officer.

1.2 “Applicable Patient Documentation” means Cases that contain the following minimum documentation. For non-procedure related Cases submitted for Physician Advisor Review Services either the history and physical (H&P), Consult or Emergency Department (ED) Report along with applicable progress notes for a multiple day stay. For procedure related Cases referred for Physician Advisor Review Services either the H&P, Consult or Operative (OP) Report. For Cases submitted for CDEN Services either the H&P, Consult, ED Report or OP Report (if case was a direct admission for procedure). For cases submitted for Retrospective Appeals and Denials Management Services, the complete medical record along with all available payor documentation, including but not limited to, denial letter, remittance advice, EOB, etc.

1.3 “Case” means one patient for one episode of care at a Customer hospital facility which has been submitted to Optum for Services described hereunder. A subsequent episode of care for the same patient will be deemed a separate Case. A Case that is reviewed for Patient Status and coding Denial or Downgrade will be treated as two separate Cases.

1.4 “Case Allotment” means the committed number of Cases set forth in Table 2 to Exhibit A which Optum shall invoice Customer for the Services. The Services described in Section 2 (Concurrent Reviews) are included in the Case Allotment. The Services described in Section 3 (Retrospective -Appeals and Denials Management) are not included in the Case Allotment.

1.5 “Clean Cases” means Cases that (1) include all relevant available patient documentation, as defined by Applicable Patient Documentation, (2) do not require Optum to contact Customer for additional clinical verification, (3) reflect accurate payer information, (4) Optum does not experience technical or electronic access issues with Customer’s systems that would prevent or inhibit Optum for processing Cases, and (5) were not closed and reopened pursuant to Customer request prior to Optum’s clinical review.

1.6 “Concurrent Denial Review Services” (“CDEN Services”) means a Physician Advisor’s: (a) direct participation in, or (b) provision of coaching to support the Customer designated clinician’s participation in, a peer-to-peer phone call with a payer medical director with respect to a concurrent Denial.

1.7 “DAB” means the U.S. Department of Health & Human Services Department Appeals Board.

1.8 “De Novo Case” means a Case that has not been the subject of any Physician Advisor Review Services as set forth in Section 2.1.

1.9 “Denial or Downgrade” means an action by a payer whereby the payer-approved reimbursement for a Case or a De Novo Case, is less than the full amount of the anticipated reimbursement expected by Customer for the claim or claims submitted to a payer with respect to medical necessity or coding.

- 1.10. “Expanded Rehabilitation Review Services” means an additional documentation review of a Case that has received rehabilitation Specialty Case Review Services, to include up to one week of daily physician progress notes or weekly team conference notes.
- 1.11. “Government Programs” means Medicare and Medicaid fee for service programs.
- 1.12. “Lower Level of Appeal” means redetermination/reconsideration levels only for Medicare fee for service and any level of appeal prior to the external/hearing/ALJ and/or DAB levels (as applicable) for all other payers.
- 1.13. “Patient Status” means inpatient or outpatient hospital setting.
- 1.14. “Physician Advisor” means a medical doctor or doctor of osteopathy provided by Optum.
- 1.15. “Physician Advisor Review” means the written recommendation provided by a Physician Advisor specific to the Patient Status of a patient and includes Services described in Section 2.1 (Physician Advisor Review Services).
- 1.16. “Physician Advisor Review Go-Live Date” means the earlier of (i) the date on which a hospital refers its first case to Optum for Physician Advisor Review Services; or (ii) the ninetieth (90th) day after the Effective Date of this Schedule.
- 1.17. “Post Discharge Case” means any Case referred by the Customer to Optum for Physician Advisor Review Services that is referred after a discharge order is on the chart.
- 1.18. “Services” for purposes of this Schedule, means the Physician Advisor Review Services, CDEN Services, Specialty Case Review Services, Pre-Appeal Case Review Services, Appeals Services, Denials and Appeals Support Services, and Analytic Services provided hereunder. All Services provided hereunder shall be included in the definition of Services in the Agreement.

2. Concurrent Reviews.

2.1. Physician Advisor Review Services. Optum will provide the following Physician Advisor Review Services to Customer at locations other than at Customer facilities. Optum will have no obligation to provide the Physician Advisor Review Services for Cases that have been submitted to Optum more than forty-eight (48) hours after discharge, previously been discussed with a medical director for the applicable plan, previously submitted to a payer for payment, or formally Denied or Downgraded by a payer. To the extent the length of stay for a Physician Advisor Review case exceeds ten (10) consecutive days, in addition to the applicable Case rate, Customer shall pay Optum an additional fee as set forth in Exhibit A.

2.1.1. Commercial Plan and Managed Care Plan Reviews. Upon Customer’s request, Optum will review admissions and continued stay Cases for commercial plan and managed care plans. For each day of the stay requested by Customer, Optum will provide Customer with a written recommendation as to the Patient Status.

2.1.2. Government Program Reviews. Upon Customer’s request, Optum will review admissions and continued stay Cases for Government Programs Cases. For each day of the stay as requested by the Customer, Optum will provide Customer with a written recommendation as to the Patient Status. For Medicare Cases, Optum will perform the Physician Advisor Review Services in accordance with the requirements for utilization review as required by the Medicare conditions of participation set forth at 42 C.F.R. § 482.30.

2.1.3. Readmission Reviews. Upon Customer's request, Optum will review readmissions where a patient has been discharged from the hospital and readmitted to the same hospital within thirty (30) calendar days. Optum will: (i) provide Customer with a written recommendation as to Patient Status regarding the subsequent hospitalization; and (ii) if subsequent hospitalization is appropriate for inpatient recommendation, review the Case and provide Customer with a written recommendation regarding whether the second admission is related to the first admission at the same hospital. The parties acknowledge and agree that for certain states readmission timelines are defined according to state regulated Medicaid billing rules and not medically related requirements, and thus may not provide an opportunity for Optum to perform the applicable review. In such situations, Optum will have no obligation to perform readmission reviews on such Cases.

2.1.4. Specialty Case Review Services. Upon Customer's request, Optum will provide Customer with the following specialty Case review services (the "Specialty Case Review Services"). Optum will perform such Specialty Case Review Services between the hours of 8:00 a.m. and 5:00 p.m. ET, Monday through Friday. Optum will perform the reviews in accordance with the Medicare Benefit Policy Manual, Chapter 1, Section 110 and the requirements for utilization review as set forth by the Medicare Conditions of Participation (42 C.F.R. § 482.30). These Specialty Case Review Services do not include Appeals Support Services. If a Specialty Case Review is submitted as part of a Denial or Downgrade, Optum will charge the De Novo Case fees set forth in Exhibit A for the Specialty Case Reviews below.

2.1.4.1. Cardiology Post-Procedure Review. Optum will review Cases involving elective interventional cardiac procedures for Customer and for each day of the stay requested by Customer, Optum will provide Customer with a written recommendation as to the Patient Status.

2.1.4.2. Vascular Post-Procedure Review. Optum will review Cases involving elective vascular procedures for Customer and for each day of the stay requested by Customer, Optum will provide Customer with a written recommendation as to the Patient Status.

2.1.4.3. Medicare Inpatient Rehabilitation Post-Admission Review. Optum will review Cases involving inpatient rehabilitation post-admissions for Medicare patients who have received a multidisciplinary evaluation, an individualized plan of care, for whom at least seven days of daily physician progress notes and up to one week of weekly team conference notes are completed, and for whom Optum has received the following documentation from the applicable medical records: (a) order indicating admission to inpatient rehabilitation; (b) date and time of the bed occupancy; (c) pre-admission screen; (d) patient history and physical examination; and (e) individualized overall plan of care (collectively, the "Rehabilitation Documentation"). Optum will review the Rehabilitation Documentation and provide a written recommendation whether the Rehabilitation Documentation supports the admission and continued provision of intensive inpatient rehabilitation services. Such recommendations will state whether: (a) the inpatient admission was reasonable and appropriate, and therefore appropriate for admission; and/or (b) the continued provision of intensive inpatient rehabilitation services, as of the date of the plan of care, is reasonable and appropriate, and therefore appropriate for admission.

2.1.4.4. Expanded Rehabilitation Review Services. A Physician Advisor or other appropriate clinician will perform an additional review of the then current Rehabilitation Documentation and provide a written recommendation as to whether the then current Rehabilitation Documentation supports the continued provision of intensive inpatient rehabilitation services. Such recommendations will state whether the continued provision of intensive inpatient rehabilitation services, as of the date of the plan of care, is reasonable and appropriate.

- 2.2. CDEN Services. Upon the request of Customer, Optum will provide its CDEN Services with respect to a Case or a De Novo Case that has received a Denial during the patient's admission. When the discussion is completed, Optum will provide Customer with the decision of the payer.
3. Retrospective Appeals and Denials Management Services. Optum will provide Pre-Appeal Case Review Services and Appeals Services as defined below.
- 3.1. Pre-Appeal Case Review Services. Optum will categorize the likelihood that the Denials and Downgrades of De Novo Cases denied for Medical Necessity will be overturned as a result of an appeal ("Pre-Appeal Case Review Services") For those De Novo Cases Optum determines have a high likelihood of being overturned if appealed, Optum will appeal such De Novo Cases consistent with the obligations set forth in Section 3.2 below. For those De Novo Cases Optum determines have a low likelihood of being overturned if appealed, Optum will return the De Novo Case to Customer with written feedback supporting such determination and will not continue with Appeal Services. Customer may resubmit the Case for review and the Case will be processed as if the Pre-Appeal case review resulted in a high likelihood of being overturned. In the event a Case is re-referred, customer will incur a charge for the Pre-Appeal Review Services and the applicable Appeals Services in Exhibit A.
- 3.2. Appeals Services. An Optum clinician will prepare and conduct appeals for medical necessity, coding Denials or Downgrades and/or other Denial types (as listed on Exhibit A) received by Customer from payers for Cases or De Novo Cases (the "Appeals Services"). Any De Novo Case or Case that Customer requests Appeals Services for shall be referred to as an "Appeals Case". The Appeals Services will vary based on the type and complexity of the Appeals Services provided and may include the following:
- 3.2.1. A review of all available Appeal Case notes and Denial communication regarding an Appeals Case;
- 3.2.2. Per the timely filing limits for the applicable payer, Optum will prepare and submit an appeal letter, other appropriate documentation, and/or where appropriate, provide a clinician, coder, regulatory analyst, or other personnel to attend an appeal hearing or other review meeting telephonically or in person;
- 3.2.3. Optum will make commercially reasonable efforts to perform Appeals Services for Appeals Cases where Optum has received Clean Cases from Customer no less than thirty (30) calendar days prior to the Appeal Deadline in order for Optum to perform the Appeals Services within thirty (30) calendar days of the Appeal Deadline. "Appeal Deadline" means the appeal due date set by the payer. Optum will incur no liability for failure to timely appeal if Optum does not receive a Clean Case or if the Clean Case is received within thirty (30) calendar days from the Appeal Deadline.
- 3.2.4. Except where mutually agreed upon by the parties, Appeals Services are not available for Cases where Optum provided a Concurrent Physician Advisor Review Service as set forth in Section 2.1 and that recommendation was not followed by Customer. If Customer refers a Case where the Physician Advisor Review recommendation was not followed by Customer, Optum will perform Appeals Services and treat the case as a De Novo Case. Optum will not conduct appeals for Cases or De Novo Cases that are the subject of an investigation by Centers for Medicaid and Medicare Services, Office of Inspector General, Department of Justice, or other government entity, or any of their related contractors. Optum will not require Customer to appear at any ALJ hearing or review meeting except where required by applicable law. Should Customer desire to have legal representation at an ALJ hearing or review meeting or if required by law, Customer will secure its

own legal counsel at its own cost and expense. Upon mutual agreement of the parties, Optum may appear as a witness on behalf of the Customer (additional charges may apply, see Exhibit A).

4. Denials and Appeals Support Services. Optum will perform Denials and Appeals Support Services for CDEN Services and Appeals Services through Lower Level of Appeal only and only if each of the conditions set forth in 4.1, 4.2, and 4.3 below are met. Denials and Appeals Support Services will be provided by Optum at no cost to Customer. Optum will not provide Denials and Appeals Support Services for Specialty Case Review Services or De Novo Cases reviewed as part of the CDEN Services.
 - 4.1. The patient's Patient Status matches Optum's Inpatient Patient Status recommendation;
 - 4.2. The Patient Status recommendation was issued prior to the Denial or Downgrade from a payer; and
 - 4.3. The Patient Status recommendation was not performed by Customer's clinician, If the above conditions are not met, then Optum will perform the CDEN Services and Appeals Services through Lower Level of Appeal, as applicable, at the rates set forth in Exhibit A.
5. Exclusions: Appeals Services and Denials and Appeals Support Services. In the event Customer has advised Optum, in writing, of any contractual or regulatory deficiencies at the time of a request for Optum to provide Appeal Services or Denials and Appeals Support Services, Optum may decline to provide Appeals Services or Denials and Appeals Support Services. The following conditions must be met in order to receive Appeals Services or Denials and Appeals Support Services:
 - 5.1. the Appeals Case must be submitted to Optum electronically and include all relevant details including, but not limited to the full clinical chart, the denial letter, etc.; and
 - 5.2. the Denial must not result from an administrative or technical denial for failure to meet a contractual or regulatory requirement.
6. Analytics Services. Upon the request of Customer, but no more frequently than once every six months, Optum will provide at no cost to Customer up to a total of ten (10) hours per request of agreed upon analytics services to Customer using Customer's claims and remittance data. Such services may include Optum providing an evaluation of health plan observation rates, reimbursement, Denial activity, additional metrics reporting, and benchmarking using aggregated data to facilitate a comparison of such metrics among hospitals (the "Analytics Services"). Optum will not disclose Customer's individual performance measures or Customer's identity (name, location, etc.) when Customer's information is aggregated as part of a statistical analysis.
 - 6.1. Key Metrics Benchmarking. As part of the reporting, Optum will perform statistical analysis of billing claims data, remittance advice, and screening criteria results data for commercial and government payers that has been aggregated across participating Optum customers in order to facilitate a comparison of experience among hospitals ("Key Metrics"). Optum will not disclose Customer's individual performance measures or Customer's identity (name, location, etc.) when Customer's information is aggregated as part of a Key Metric statistic.
 - 6.2. Additional Reporting. Customer may request that Optum perform an analysis that is unique to Customer or outside Optum's standard Services. If a unique analysis is requested, the parties shall mutually agree by separate written instrument on the scope of such Services and the fees associated if applicable.

8. Implementation and Training Services. Implementation and training for the Services will be provided at the fees set forth on Exhibit A. Material changes in scope, schedule or timeline requires the written agreement of the parties and may result in new or revised pricing.
9. Customer Responsibilities.
 - 9.1. Customer Determinations. Customer retains responsibility for and will make the sole and final determination regarding the Patient Status and the medical necessity status of all Cases for which Optum has provided Services under this Schedule, including the submission of a claim that meets all requirements for reimbursement, the coding and billing of services, the timeliness of documentation, the documentation of services rendered, and administrative recordkeeping.
 - 9.2. Customer's Case Referral. Customer will determine which Cases may require review by Optum for the applicable Services.
 - 9.3. Customer Cooperation and Support. Customer will use commercially reasonable efforts to support Optum in performing the Services described in this Schedule, including without limitation, making available on a timely and accurate basis all necessary Case documentation, other materials and Customer personnel. Customer will complete and submit all assignment of representation forms necessary for Optum to perform the Services. Customer will send Optum all materials in electronic format for use by Optum in performing the Appeals Services no less than thirty (30) calendar days prior to an Appeal Deadline. For commercial Appeals Services, Customer must provide Optum with a copy of its payer contracts. Customer will secure and retains sole financial responsibility for any legal representation of Customer as it relates to the Appeals Services.
 - 9.4. Required Customer Notifications.
 - 9.4.1. Investigation. To the extent not prohibited by a court order or applicable law, Customer will notify Optum within thirty (30) calendar days after receipt of notification of an investigation by a government agency or contractor where the subject of the investigation includes Cases, the Services, provided pursuant to this Schedule.
 - 9.4.2. Deficiency. Customer shall advise Optum of any contractual or regulatory deficiencies at the time a Case is referred to Optum for Appeal Services or Appeals Support Services.
 - 9.5. Claims Data Transfer. Customer agrees to use commercially reasonable efforts to send Optum eighteen (18) months of 835 and 837 claims and remittance data within thirty (30) days of the Effective Date. Customer shall also either (i) initiate an automatic feed for transmitting remittance data on a regular basis or (ii) send Optum claims and remittance data every six months. Customer understands and agrees that its failure to send claims and remittance data will hinder Optum's ability to track outcomes and performance of the Services provided hereunder. Moreover, Optum will be unable to provide Customer with Analytics Services or program performance information until Customer has shared its claims and remittance data. Customer agrees that Optum may use the 835 and 837 claims and remittance data to process payor responses of Customer's retrospective cases.
 - 9.6. Customer acknowledges and agrees that the Physician Advisor Review Services set forth in Section 2.1 (Physician Advisor Review Services) are to be used for utilization review and utilization management purposes only and considered only one of several factors in determining the patient's appropriate Patient Status. The Physician Advisor Review Services are neither a judgment nor an assessment with regard to the appropriateness or quality of clinical care or the right to payment. Nothing in this Schedule may be used to limit, alter, or affect clinical services provided by Customer to patients. The Physician Advisor Review Services are based on the medical record information reviewed by Optum as of the date of the Physician

Advisor Review. Customer, and not Optum, is responsible for the submission of a claim that meets all requirements for reimbursement, including the coding and billing of services, timeliness of documentation, documentation of services rendered, and administrative recordkeeping.

9.7. Electronic Case Retrieval. Customer will allow Optum to access Case documentation electronically for Optum to perform the Services and will cooperate in the execution of any access agreements required by Customer's electronic medical records vendor to facilitate such access. If Customer requests that Optum personnel provide their personal information, Customer agrees that it will maintain the confidentiality of such personal information and will use the same degree of care to protect such personal information as it would with the personal information of its own employees. In no event shall Optum personnel be required to provide full Social Security numbers, full date of birth, or submit to an additional background check. Furthermore, Customer shall abide with all applicable federal and state laws with regard to the protection, use and disclosure of such personal information, as well as any applicable requirements in the event of a breach of such personal information. Customer shall promptly provide to all affected Optum personnel written notice of any actual or suspected breach of their personal information and commercially reasonable mitigation efforts.

10. Use of Global and Remote Resources. Optum and its Affiliates are authorized by Customer to use offshore personnel and resources owned, managed or controlled by Optum in support of its performance of its obligations hereunder, including personnel and resources at its locations including the Philippines and India. With respect to the information and data, including protected health information ("PHI") as defined in HIPAA, that Customer shares with Optum in connection with this Schedule, Optum is authorized by Customer to share such information and data with its offshore personnel and resources to the extent necessary for Optum's performance of its obligations hereunder and to the extent not prohibited by applicable Medicaid regulations. In the event certain Customer data is restricted from being accessed from offshore due to court orders or contractual obligations, Customer shall immediately notify Optum of any such restrictions. Any restrictions related to offshoring of Services will require an amendment to this Schedule to address such restriction and any adjustments to the fees in Exhibit A. Optum personnel may fulfill their obligations remotely subject to Optum's security standards and procedures.

11. Fees and Payment Terms. Optum will charge Customer the fees set forth on Exhibit A. Customer agrees to pay all invoices within forty-five (45) days from the date of each invoice. Optum reserves the right, in its sole discretion, to temporarily or permanently discontinue the provision of any or all Services, including access to any electronic portal provided as part of the Services, if an invoice becomes more than ninety (90) days past due after all remedies have been exhausted. Optum shall continue to invoice Customer according to the terms and conditions of this Schedule and the Agreement even if Services are discontinued.

12. General Terms.

12.1. Access to Records. In accordance with Medicare requirements under section 952 of the Omnibus Reconciliation Act of 1980 (P.O. 96-499) and such regulations related thereto as may be promulgated by the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), Optum will, while this Schedule is in effect and until the expiration of four years after furnishing any Services hereunder, make available, upon written request to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, a copy of the Agreement and this Schedule and such books, documents and records of Optum that are necessary to certify the nature and extent of the costs incurred by Customer with respect to the Services furnished by Optum hereunder. Optum will notify Customer promptly of any such request for records. If either party carries out any of its duties hereunder through a subcontract having a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract will contain a clause that includes the same obligations as this Section.

12.2. Exclusive Provider. Optum and its Affiliates will be the exclusive provider of the Services set forth in this Schedule, except as such Services are otherwise directly performed by Customer's employees.

12.3. Personnel and Locations. Optum and its Affiliates will maintain staffing levels as required for Optum to properly perform Optum's obligations under this Schedule and, at its sole discretion, Optum may exchange or replace such Optum personnel. Customer may remove any Optum personnel from Customer facilities if while performing the Services any such personnel are threatening or abusive, commits a crime, engages in an act of dishonesty or materially violates Customer's policies and procedures. Optum may provide the Services from Optum locations, including global locations, determined by Optum in its sole discretion subject to applicable law.

12.4. Payer Relationships. Except for Optum's obligations involving the Services expressly set forth in this Schedule, Customer will be responsible for all payer contract negotiations, contract interpretation disputes, filing lawsuits or requests for arbitration or administrative hearings involving payer contract issues.

12.5. Excused Performance. Optum shall not be relieved of, nor excused from, performance under this Schedule except to the limited extent that Optum demonstrates that a specific delay in performance was directly and solely caused by Optum's material failure to comply with an express obligation of the Agreement. In such event, Optum shall use commercially reasonable efforts to mitigate the effects of the delay and to resume performance as promptly as practicable.

In no event shall Optum be excused from performance, nor shall any delay, nonperformance, or disruption be deemed excusable, if caused in whole or in part by: (i) Optum's acts or omissions; (ii) Optum's subcontractors, vendors, or agents; (iii) third parties reasonably within Optum's control or coordination responsibility; or (iv) circumstances that Optum could have reasonably anticipated, prevented, or mitigated.

Nothing in this section shall excuse Optum from compliance with applicable law, data-security, confidentiality, or indemnification obligations, nor shall it limit Customer's rights or remedies under the Agreement or at law.

12.6. Use of Customer Data. Optum may access and/or use Customer Data for the purpose of providing the Services hereunder and only in accordance with Sections 12.6.1 through 12.6.8 below and with the Natividad Medical Center Business Associate Agreement. Customer understands and agrees that if it does not allow for such access/and or use by Optum, that Optum shall not be liable for any performance issues related to the Services. The parties agree Section 2.3 does not apply to this Schedule.

12.6.1 Permitted Use and Disclosure.

12.6.1.1 Optum may use and disclose Customer Data solely as necessary to perform the Services for Customer, to comply with applicable law, and as otherwise expressly permitted under this Schedule and Business Associate Agreement.

12.6.1.2 Subject to Section 12.6.2., Optum may use De-identified Customer Data solely for: (a) performing the Services; (b) quality assurance, security, audit, and support related to the Services; and (c) analytics and model development that is specific to, and used for, improving or operating the Services provided to Customer.

12.6.2 Prohibited Uses.

12.6.2.1 Competitive Intelligence. Optum shall not use Customer Data or De-identified Customer Data to develop, derive, or publish competitive intelligence about Customer or its operations, including benchmarking Customer against other customers, pricing analyses, payer performance profiles, or market positioning, except to the limited extent necessary to provide the Services to Customer and only in a manner that does not identify Customer without Customer's prior written consent.

- 12.6.2.2 Marketing to Customer Patients. Optum shall not use Customer Data or De-identified Customer Data to market or promote any products or services to Customer's patients, members, or beneficiaries, or to target communications to Customer's patient population, except where expressly authorized in writing by Customer and permitted by applicable law.
 - 12.6.2.3 Reidentification. Optum shall not attempt to reidentify any De-identified Customer Data or combine it with other data for the purpose of reidentification, except as expressly authorized in writing by Customer and permitted by law for the sole purpose of providing the Services.
 - 12.6.3 Aggregation and Anonymization.
 - 12.6.3.1 Optum may create De-identified Customer Data from Customer Data solely in accordance with HIPAA de-identification standards. Any such De-identified Customer Data remains subject to the limitations in this Section.
 - 12.6.3.2 Optum shall maintain documentation of the de-identification methodology and, upon Customer's written request, provide a certification that the De-identified Customer Data meets HIPAA de-identification standards, identifying whether Expert Determination or Safe Harbor was used and the date of such determination.
 - 12.6.4 Minimum Necessary; Data Segregation.
 - 12.6.4.1 Optum shall access, use, and disclose only the minimum necessary Customer Data to perform the Services.
 - 12.6.4.2 Optum shall implement technical and organizational controls to segregate Customer Data from datasets used for purposes unrelated to the Services and to prevent impermissible commingling with data from other clients.
 - 12.6.5 Subcontractors and Affiliates. Optum shall flow down the obligations of this Section to all subcontractors and affiliates that receive or have access to Customer Data or De-identified Customer Data and shall remain responsible for their compliance.
 - 12.6.6 Reporting and Cooperation. Optum shall promptly notify Customer upon becoming aware of any use or disclosure of Customer Data or De-identified Customer Data in violation of this Section and shall cooperate with Customer to investigate and remediate any such incident.
 - 12.6.7 No Sale; Consideration. Optum shall not sell Customer Data or De-identified Customer Data or otherwise receive remuneration in exchange for such data, except for fees received for the Services as set forth in this Schedule and as permitted by law.
 - 12.6.8 Survival. Optum's obligations under this Section shall survive termination or expiration of this Schedule for so long as Optum retains Customer Data or De-identified Customer Data.
- 12.7. Disclaimers. Optum shall have no liability or obligation, whether in tort, contract or otherwise to Customer, or any individual or entity, for any reason whatsoever arising in connection with Customer's use of electronic case submission, including, but not limited to: (a) any interruption or failure of the submission for any reason; (b) any failure of Customer to provide access to Customer's systems, the records, or other information in a timely manner; (c) any error, addition or omission in any record or file contained in the transmission of data; (d) any failures, transmission problems, data corruption, data storage issues, technology issues or other issues relating to the submission or transmission of data; or (e) any acts or omissions by Customer. In addition, Optum disclaims all liability for any and all claims arising out of the Thresholds and any workflows and suggested actions based on the Thresholds.
- 12.8. Informational Only. The Services are provided to Customer for informational purposes only. The Services may not be used to perform medical diagnostic functions, set treatment procedures or as a substitute for the medical judgment of a physician or health care provider. Customer's interpretation of the results from use of the Services and any decisions therefrom are solely and exclusively at the discretion of Customer.
- 12.9 Audits. Customer may, upon thirty (30) days advance written notice and at its own expense, audit Optum's books and records directly related to the Services provided to Customer hereunder to confirm Optum's compliance with its obligations under this Agreement. An audit under this section shall occur

during Optum’s normal business hours and not more than one (1) time during any twelve (12) month period. Optum shall have the right to exclude from such audit any of its confidential or proprietary information, which was not otherwise provided to Customer as a part of the Services. Any information that Customer obtains in the course of such inspection or audit is Optum’s “Confidential Information” under this Schedule and the results of any audit shall be subject to Section 7 (Confidentiality) of this Agreement or a mutual non-disclosure agreement, if applicable.

13. Term and Termination.

13.1. Term. The term of this Schedule will begin on the Physician Advisor Go Live Date and will continue for three (3) years (the “Term”). Upon expiration of the Term, this Schedule shall not automatically renew. Any renewal of this Schedule shall occur only through a written amendment mutually agreed upon and executed by authorized representatives of both parties. Any renewal, extension, or modification of this Schedule shall be valid only if set forth in a written amendment signed by authorized representatives of both parties. No oral agreement, course of conduct, or failure to enforce any provision of this Schedule shall be deemed to constitute a renewal, extension, or modification of this Schedule.

13.2. Impact of Termination on Appeals. Upon termination of this Schedule Optum will no longer perform any Appeals Services or Denials and Appeals Support Services. Customer shall, within ten (10) calendar days of the effective date of termination submit a Revocation of Appointment of Representation (the “Revocation”) to each judge assigned to Customer’s case, if known, with a copy to Optum. Customer’s failure to provide the required Revocation within ten (10) calendar days will result in Optum advising the judge that the denied case will rest on the record.

The parties have accepted and agreed to this Schedule as of the Effective Date.

OptumInsight, Inc.

County of Monterey

Signature: _____

NMC Signature: _____

Print Name: _____

NMC Print Name: _____

Print Title: _____

NMC Print Title: _____

Date: _____

Date: _____

County of Monterey

Signature: _____

Approved to as form

Print Name: _____

Signed by:
Stacy Saetta
696D21D44C4341D...

Print Title: _____

4/17/2026 | 2:36 PM PDT

Date: _____

Agreement No. 01521343.0

**EXHIBIT A
SERVICES AND PRICING**

1. Included Hospitals. The Services will be provided to the Customer owned hospitals set forth below. Each included hospital shall be included in the definition of "Customer".

Table 1 Included Hospitals		
Legal Name of Hospital	Hospital Provider ID	Is Provider ID Shared with other hospital
Natividad Medical Center	050248	No

2. Concurrent Reviews.

2.1 Physician Advisor Review Services Fees. Commencing Physicians Advisor Review Go Live Date, Optum shall invoice Customer quarterly in arrears for the Case Allocation set forth in Table 2 below. For any Physician Advisor Review Services Cases submitted by Customer over the Case Allotment in the preceding quarter Customer will pay for the additional cases at the case rate as set forth in Table 2 below. In the event the Physician Advisor Review Go Live Date is in the middle of a quarter, the quarterly Case Allotment for the first and last quarter shall be prorated.

Table 2: Concurrent Physician Advisor Review Services Fees and Case Allotment		
	Case Allotment (per quarter)	Case Rate for Physician Advisor Review Services
Year 1	100	\$250.00
Year 2	100	\$257.50
Year 3	100	\$265.23

- 2.2 CDEN Services. Customer will pay Optum the fees set forth below for CDEN Services.

Table 3: CDEN Services Fees	
Denials and Appeals Support Services	No Cost to Customer
CDEN Services per De Novo Case	\$275/Case

- 2.3 Specialty Case Review Services. Customer will pay Optum the fees below for Specialty Case Review Services.

Table 4: Specialty Case Review Services Fees	
Cardiology/Vascular Post-Procedure Review	\$390/Case
Medicare Inpatient Rehabilitation Post-Admission Review	\$390/Case
Expanded Rehabilitation Review: physician progress notes	Additional \$50
Expanded Rehabilitation Review: team conference notes	Additional \$50

- 2.4. Length of Stay. For Physician Advisor Review Services, to the extent the length of stay for a Case exceeds ten (10) consecutive days, in addition to the applicable tier Case rate, Customer will pay

Optum an additional fee of \$50.00 per each additional 10-day increment in length of stay over ten (10) consecutive days (the “LOS Fee”). For example, for a length of stay of nineteen (19) days Customer will pay (i) the applicable tier Case rate and (ii) an additional \$50.00. For a length of stay of twenty-three (23) days, Customer will pay (i) the applicable tier Case rate and (ii) an additional \$100.00.

3. Retrospective – Appeals and Denials Management. These Services described in Section 3 of this Schedule (Retrospective – Appeals and Denials Management) are charged according to the level of appeal and type of appeal as set forth below.

Table 5: Appeal Level	
Pre-Appeal Case Review Services	\$100/Case
Denials and Appeals Support Services (subject to Section 3.1.1 and Section 3.1.3 below)	No Cost
Lower Level of Appeal Services (subject to Section 3.1.1 and Section 3.1.3 below)	
Tier 1 Denial	\$300/Case
Tier 2 Denial	\$345/Case
Tier 3 Denial	\$500/Case
ALJ, Medicaid Hearing, and Commercial External Review (subject to Section 3.1.1, 3.1.2 and Section 3.1.3 below) – Optum performed Lower Level of Appeal	
Tier 1 Denial	\$450/Case
Tier 2 Denial	\$450/Case
Tier 3 Denial	\$700/Case
ALJ, Medicaid Hearing, and Commercial External Review (subject to Section 3.1.2 and Section 3.1.3 below) – No Prior Optum Lower Level of Appeal	
Tier 1 Denial	\$750/Case
Tier 2 Denial	\$750/Case
Tier 3 Denial	\$1,150/Case
Expedited Appeals (subject to 3.1.2 below)	\$100/Case
Postage	\$30/Appeal

3.1. Additional Terms.

3.1.1. Length of Stay. With respect to Appeal Services, to the extent the length of stay for a Case exceeds fourteen (14) consecutive days, in addition to the applicable tier Case rate, Customer will pay Optum an additional fee of \$50.00 per each additional 10-day increment in length of stay over fourteen (14) consecutive days (the “LOS Fee”). For example, for a length of stay of 23 days Customer will pay (i) the applicable tier Case rate and (ii) an additional \$50.00. For a length of stay of twenty-eight (28) days Customer will pay (i) the applicable tier Case rate and (ii) an additional \$100.00.

3.1.2. In-Person Representation Hearing Expenses. In the event Customer requests Optum to appear in person to represent Customer in a hearing related to the Appeals Services, in addition to the per Case rate set forth in Table 2, Optum will charge Customer for travel fees and expenses.

Post hearing litigation support (e.g., briefs), if requested by Customer, shall be set forth in a separate scope of work and subject to additional fees. Any filing fees shall be passed through to Customer at actual cost.

3.1.3. **Expedited Appeals.** This per Case fee is applicable if Customer submits documentation to support Appeals Services less than thirty (30) calendar days prior to the Appeal Deadline. An Appeal will be considered an “Expedited Appeal” if Customer submits documentation to support the Appeals Services less than thirty (30) calendar days prior to the Appeal Deadline, Customer will pay Optum the fee set forth here in Exhibit A.

3.2 **Denial Tiers.** The type of appeal is as set forth in the table below.

Table 6: Denial Tier Types		
Tier 1 Denials	Tier 2 Denials	Tier 3 Denials
Medical Necessity Denials	National Coverage Determination (NCD)/Local Coverage Determination (LCD) Denials (Inpatient & Outpatient)	Inpatient Rehabilitation Denials
Diagnosis Related Group (DRG)/Coding Denial or Downgrade	Outpatient Denials	Inpatient Psychiatric Denials
Clinical Validation Denials	Home Health Denials	Neonatal Intensive Care Unit Denials
		Dual Denials: Medical Necessity & Coding (could also include a coding Downgrade)
		Retro Peer to Peer

4. **Implementation and Training Fees.** Customer shall pay to Optum an implementation fee in the amount of \$10,000 plus all reasonable and necessary travel expenses. Optum will invoice Customer the implementation and training fees upon the completion of the Services. Implementation includes all applicable data connections for the hospitals set forth above.

Should Customer request to add additional facilities after the Effective Date, such additional facilities will be subject to an Amendment to this Schedule signed by the parties and Customer shall pay to Optum an implementation fee in the amount of \$7,500 per implementation, plus all reasonable and necessary travel expenses. Optum will invoice Customer the implementation and training fees upon the completion of such Services. Implementation includes all applicable data connections for the hospitals set forth above.

5. **Postage.** Customer will pay Optum an additional amount set forth in Exhibit A per appeal submission for courier and postage expense.

6. **Invoices.** Optum shall invoice Customer as follows: **Optum shall invoice Customer for the fees due under this Schedule.** Annually on each anniversary of the Physician Advisor Review Go Live Date during the Initial Term and any Renewal Term, all fees shall increase by the greater of (i) three and one-half percent (3%), or (ii) a percentage equal to the 12-month percentage increase in the **Employment Cost Index (not seasonally adjusted) for total compensation, for private industry workers, by occupational group – management, professional and related, as published quarterly by the Bureau of Labor Statistics at the end of the month following the quarter measured** (“ECI”). Optum will use the most recently published ECI available as of each anniversary of the Effective Date to determine the 12-month percentage increase in ECI. For example,

only: if an Effective Date anniversary is January 1, 2024, and the ECI was most recently published in the third quarter of 2023, then Optum will use the ECI from the third quarter of 2023 to determine the applicable fee increase for January 1, 2024. If the ECI is discontinued or if data required to measure the ECI is missing and no government index or computation or substitute data replaces the same, Optum and Customer shall in good faith agree upon a suitable substitute to determine the annual fee increase.