

TELEHEALTH COVERAGE SERVICES AGREEMENT

This **TELEHEALTH COVERAGE SERVICES AGREEMENT** (“**Agreement**”) is entered into effective the 1st day of March, 2023 (“**Effective Date**”) by and between **Tillamook County Community Health Centers**, an Oregon Federally Qualified Health Center (“**Partner**”), and **InSight Medical Group, P.A.**, a Florida professional association (“**Group**”).

RECITALS

A. Group arranges for licensed healthcare clinicians to deliver behavioral health services, including psychiatry and counseling services via telehealth using real-time, audiovisual communications technologies; and

B. Partner is a Federally Qualified Health Center that desires to contract with Group to arrange for its Clinicians to deliver the services to its patients (“**Patients**”), as defined in each Statement of Work (“**SOW**”) attached as addenda hereto and Exhibit B (the “**Services**”); and

C. Group desires to contract with Partner to provide such Services, all on the terms and conditions specified in this Agreement, and Group and Partner desire to enter into this Agreement in order to provide a full statement of their respective responsibilities in connection with the provision of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1 GROUP RESPONSIBILITIES.

1.1 Group will require the employed and contracted Clinicians assigned by Group to deliver Services to Partner’s patients during the scheduled times set forth in the Statement of Work and Exhibits added to this Agreement.

1.2 Group will at all times be and remain legally organized and operated to provide the Services (as defined on each Statement of Work addenda and Exhibit B) required by this Agreement in a manner consistent with all applicable state and federal laws, rules and regulations.

1.3 Clinicians will be licensed, in good standing, in the states in which Services are provided, which will be documented in the Statement of Work addendum, and will deliver Services in accordance with applicable state laws and regulations, and Partner’s reasonable policies and procedures, to the extent copies are provided to Group at least 30 days’ prior to the Commencement Date.

1.4 Group will be solely responsible for compensating Clinicians who perform the Services hereunder, including the provision of all benefits, and for making all tax withholdings and paying such payroll or other employment related taxes required by law.

1.5 If desired by the parties, Group shall use reasonable efforts to assist Partner’s efforts to enroll/credential Group Clinician(s) as participating providers under Partner’s contracts with managed care organizations or health plans, which shall be limited to supplying relevant information and documentation to Partner that would support partner’s completion and processing of enrollment applications.

SECTION 2 PARTNER RESPONSIBILITIES.

2.1 Partner will not request or otherwise use Group Clinicians to deliver Services in a manner that is inconsistent with any state or federal laws or regulations, or professional agency guidelines, or payor requirements, and Services offered by Partner to its patients will fully comply with and implement any such requirements, including but not limited to, any patient informed consent, patient-provider authentication and electronic prescribing requirements.

2.2 Partner will provide Partner's policies, procedures, training programs and manuals that the Clinicians delivering Services will be required to follow, including, but not limited to, to the extent applicable, Partner's Code of Conduct, at least 30 days prior to the Commencement Date.

2.3 Partner agrees to assist Group on a continuing basis with the evaluation of Clinicians provided by Group through making available performance information. This may include a request for medical records or access to the Partner's electronic medical records system as part of a peer review or other professional review committee process.

2.4 Except to the extent inconsistent with federal or state law, Partner shall have the exclusive right and responsibility to bill and collect from all patients, health plans, governmental agencies, third party payers, and other financially-responsible parties as it deems fit in its sole determination. Group and Group's Clinicians shall not bill any patient, governmental agencies, or third-party payer for the Services rendered to Partner by Group and Group's Clinicians under this Agreement. In billing and collecting for the Services, Partner shall be responsible for all billing, coding, and collections associated with the Services, including the determination of whether or not the Services are covered by health plans, governmental agencies, third party payers or other financially-responsible parties. Group and Group's Clinicians shall not be responsible to refund, offset or indemnify Partner for any claim denials, audits, adjustments, or overpayments in connection with Partner's billing of the Services. Partner shall comply with all billing laws, regulations, instructions, interpretative guidelines and requirements established by governmental and commercial payers when billing for the Services. Partner further agrees to hold Group and Group's Clinicians harmless and indemnify Group and Group's Clinicians from any responsibility or claim of any kind relating to Partner's billing and collection of fees for the Services.

2.5 To the extent Partner's written policies or bylaws require the Group Clinicians to be credentialed, Partner shall be responsible to credential in a timely manner the Group Clinicians who provide Services under this Agreement and meet Partner's credentialing requirements. To facilitate timely processing, Partner agrees to render a credentialing decision within forty-five (45) days of Group's submission of a completed application packet for a Group Clinician to Partner's medical staff office or credentials verification office.

2.6 Partner agrees to ensure that all Partner patients are in the state where Group Clinicians are licensed (and where Group and Partner have mutually agreed Services will be delivered).

2.7 Neither the Partner nor any of its equity holders, directors, managers, officers, or clinicians is (i) debarred, excluded or suspended from participating in any federal health care program, (ii) subject to a civil monetary penalty assessed under Section 1128A of the Social Security Act, sanctioned, indicted or convicted of a crime, or pled *nolo contendere* or to sufficient facts, in connection with any allegation of violation of any Federal Health Care Program requirement or Health Care Law, (iii) listed on the General Services Administrative published list of parties excluded from federal procurement programs and non-procurement programs or (iv) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury.

2.8 Partner agrees to cooperate with Group in verifying the number of hours available by Clinicians to the Partner during a pay period.

2.9 To enable Group to provide the Services, Partner shall staff and equip its location(s) in accordance with: (i) professional standards of care; (ii) applicable statutes and regulations; and (iii) any protocols developed by the parties. Partner shall provide the appropriate specialization and quantity of on-site clinical staff to work with the Group Clinicians in carrying out the Services, assisting as telepresenters if necessary. Similarly, Partner shall ensure its on-site clinical personnel are available to provide necessary in-person care to patients. Partner shall participate with Group in the education and training of Partner's internal personnel with respect to Services. The Partner shall respond to concerns noted by the Group or the Clinicians regarding issues with the standard of care provided to patients.

2.10 Partner is responsible to ensure all facility licensing and accreditation standards, and Medicare, Medicaid, and other third-party payor requirements, are satisfied. To the extent Partner is required to obtain any federal, state, or local regulatory approvals, registrations, or waivers to deliver telemedicine-based mental health services to patients at Partner's location(s), Partner is responsible to obtain such approvals and comply with such requirements.

2.11 Partner understands and agrees that Group is not responsible for the unavailability of the Services, or for a delay or interruption in performing the Services, if due to the inability of a patient to connect to the technology platform and will still be responsible for payment for the Clinicians availability during their scheduled block of time as listed in the SOW. Group may provide a limited amount of troubleshooting support during the hours when Services are to be scheduled, but Partner will be responsible to complete any setup requirements with Patients and ensure Partner's patients are able to access the telehealth platform.

SECTION 3 COMPENSATION FOR SERVICES.

3.1 Payment for Services rendered hereunder will be made by Partner to Group within 30 days of the invoice date for the previous calendar month's billing period ("**Monthly Invoice Amount**"). In addition, an initial Implementation Fee (as defined in the Statement of Work #1) will be due within 15 days of the Implementation invoice date. The Preferred payment method is by Automated Clearing House ("**ACH**"). All other forms of payment will incur a 2% monthly payment charge to be calculated based on the total Monthly Invoice Amount. Any payment received by Group more than 30 days after the invoice due date will be deemed as late payment ("**Late Payment**"). For any Late Payment, Group is entitled to 5% of Monthly Invoice Amount for every seven (7) days after monthly invoice is due (i.e., if Late Payment is 14 days late, Group is entitled to an additional 10% of Monthly Invoice Amount). In addition, any Late Payment that is more than thirty (30) days past due will constitute a material breach of this Agreement and will be grounds for termination under the terms set forth in Section 4.

3.2 The parties acknowledge that the compensation payable hereunder is intended as compensation solely for the described and identified Services provided to Partner hereunder. The parties acknowledge and agree that neither this Agreement nor any attached Statement of Work is intended to serve as compensation for any referrals made between the parties, and that the compensation under this Agreement shall not vary with the volume or value of any referrals or other business generated between the parties.

3.3 Partner may direct Group to remove a particular Group Clinician from providing Services under this Agreement, and Group shall substitute them with a qualified replacement, provided Partner gives Group sixty (60) days advanced written notice under the circumstances, including the opportunity to replace the Group Clinician with a qualified replacement. In such event, Partner agrees the removal is not a reportable event or professional review action and Partner and its location(s) shall not make any such report. Partner's exercise of its right to substitute a Group Clinician pursuant to this Section shall neither constitute a breach nor trigger Partner's right to terminate this Agreement for cause under Section 4. If, however, Group Clinician's medical staff membership or clinical privileges are restricted or terminated for a reportable event or professional review action, the Group Clinician shall be entitled to the processes and hearing rights under the medical staff bylaws of Partner or its location(s), as applicable.

3.4 For all Group Clinicians, Partner shall waive all medical staff and credentialing fees, costs, and dues. This waiver has been calculated into the Compensation under this Agreement. Partner acknowledges the Group Clinicians will not be physically located at Partner's location(s) and therefore are not required to: (i) attend Partner medical staff meetings; (ii) submit blood work, obtain vaccinations or submit to communicable disease examinations; (iii) cover emergency call schedules or provide mandatory charity care; (iv) meet admission targets; (v) undergo Partner-specific mandatory education and training modules (although Group will provide documented education and training requirements as needed upon request); or (vi) satisfy any other credentialing requirements of Partner that would be deemed unreasonable due to the distance of the Group Clinician from Partner's location(s).

3.5 The list of covered locations is set forth in SOW and may be amended from time to time with new locations added, upon mutual written agreement by the parties. Additional covered locations may incur additional fees. Except as otherwise agreed by the parties in writing, Partner may not add new covered locations, or transfer or offer access to the technology or the Services to any affiliates, subsidiaries, parent corporations, entities, or third parties. Partner may not resell the Services or technology to another party.

SECTION 4 TERM.

4.1 Unless terminated at an earlier date in accordance with the terms of this Agreement, this Agreement will be effective on the Effective Date between Group and Partner. The date Clinicians commence the delivery of Services will be the Commencement Date (the “**Commencement Date**”) and will continue through an initial term, which concludes 12 months after the Commencement Date (the “**Initial Term**”). Upon the expiration of the Initial Term and each renewal term, this Agreement will then automatically renew for additional renewal terms of 12 months (“**Renewal Term**”), subject to the termination provisions set forth in this Agreement.

4.2 To the extent a new location and/or new Group Clinician is subsequently added to this Agreement under the SOW and has its own terms and termination provisions, those terms shall govern for that new location only and/or new Group Clinician, and termination/removal of one location or Group Clinician shall not terminate this Agreement as a whole.

4.3 This Agreement and each Renewal Term hereunder may be terminated and canceled with or without cause, without penalty at any time by the following methods:

(a) In the event the parties will mutually agree in writing, this Agreement may be terminated under the terms and date stipulated therein.

(b) In the event a Party breaches in any material manner its obligations under this Agreement, the other Party may terminate this Agreement by giving at least 30 days’ notice and opportunity to cure such breach within those 30 days. If the breach is not cured within the cure period in the reasonable opinion of the non-breaching Party after providing written explanation of remaining deficiencies, the non-breaching Party may choose to terminate this Agreement. The foregoing notwithstanding, the Partner will not have a right to cure any action specified in Section 2.9, to the extent that any such action has caused or is reasonably likely to result in immediate and irreparable harm to the Group’s business or its Partners’ patients.

(c) Either Party may terminate this Agreement at the expiration of the Initial Term upon providing a minimum of 90 days’ notice of its intent not to renew. The effective date of such termination will be the expiration date of the Initial Term. Following the Initial Term, either party may terminate this Agreement without cause upon providing a minimum of 90 days’ notice.

(d) Either party may terminate this Agreement immediately by written notice to the other party upon the occurrence of any of the following events: (i) the other party is listed by a federal agency as being debarred, excluded, terminated, or otherwise ineligible for federal healthcare program participation; (ii) the other party discontinues operations for at least fifteen (15) days or loses its required licensure or accreditation; or (iii) the other party files a petition in bankruptcy, or makes an assignment for the benefit of creditors; if any involuntary petition in bankruptcy or petition for an arrangement pursuant to any bankruptcy laws is filed against the other party and such petition or assignment is not dismissed or rescinded, as applicable, within ninety (90) days.

4.4 Upon termination, the Parties will have no further obligations hereunder except for: (1) obligations incurred prior to the date of termination; and (2) obligations, promises, or covenants contained herein that are expressly made to extend beyond the terms of this Agreement, including those obligations set forth in Section 2.9. Partner will be solely responsible for arranging for appropriate patient care post-termination, with Group or Group Clinicians having no additional obligations. Within thirty (30) days of the termination or expiration of this Agreement, each party shall return to the other all equipment, software, and Confidential Information owned by the other party, and Partner shall pay in full all Compensation due to Group.

SECTION 5 RELATIONSHIP OF THE PARTIES.

5.1 In the performance of the duties and obligations of Group under this Agreement, it is mutually understood and agreed that Group and each Clinician is at all times acting and performing as an independent contractor practicing the profession of medicine; that Partner will neither have nor exercise any control or direction over the methods by which Group or Clinicians will perform their work and functions, except that Group and Clinicians are expected to perform their work and functions at all times in accordance with then currently approved methods and practices of their specialty and all applicable state and federal laws; and that the sole interest of Partner is that the Services under this Agreement are performed and rendered in a competent, efficient and satisfactory manner in accordance with community medical standards. The duties of Group under this Agreement will not be interpreted in any way to interfere with, compromise, or supersede the exercise of the independent medical judgment of Clinicians. It is expressly agreed by the parties hereto that no work, act, commission or omission of Group or any Clinician will be construed to make or render Group or any Clinician, the agent, employee or servant of Partner.

5.2 Neither Group nor any of its employees, agents, or subcontractors (including Clinicians) will have any claim under this Agreement or otherwise against Partner for any benefits. Partner will not in any way be responsible for, the payment of any federal, state, or local income taxes, F.I.C.A. taxes, F.U.T.A. taxes, unemployment compensation or workers' compensation contributions, Social Security, or any other payments or withholdings pursuant to any law or requirement of any governmental body/agency on behalf of Group or any of its employees, agents, or subcontractors (including Clinicians), and all such withholdings, payments, or obligations will be the sole responsibility of Group.

SECTION 6 INSURANCE AND INDEMNITY.

6.1 Group Clinicians will secure and maintain professional liability insurance sufficient to satisfy any state-specific requirements where Services are delivered. In addition, Partner will maintain insurance of its employed or contracted healthcare Clinicians in amounts that are substantially similar to the amounts set forth in this section. For non-physicians, Group provides liability coverage on a shared limits basis that is comparable and within industry-wide and standards.

6.2 It is hereby stipulated and agreed to between Partner and Group that with respect to any claim or action arising out of any service performed under or pursuant to this Agreement, each entity will only be liable for payment of that portion of any and all liability costs, expenses, demands, settlements or judgments resulting from the negligence actions or omissions of its own agents, officers and employees.

6.3 INDEMNIFICATION. Each party to this Agreement ("Indemnifying Party") shall indemnify and hold the other party to this Agreement ("Indemnified Party") harmless from any and all claims asserted against the Indemnified Party (and all related liabilities, costs and expenses of any kind whatsoever, including but not limited to attorneys' fees and court costs), to the extent arising out of (i) the grossly negligent acts or omissions or misconduct of the Indemnifying Party, its employees or agents, (ii) noncompliance with any applicable federal or state law, rule or regulation by the Indemnifying Party, its employees or agents, or (iii) any breach by the Indemnifying Party, its agents, employees, or servants of any material covenant or condition of this Agreement.

6.4 LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ITS AGENTS, OWNERS, OFFICERS, EMPLOYEES OR CONTRACTORS BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT FOR A BREACH TO THE BUSINESS ASSOCIATE AGREEMENT OR A MEDICAL MALPRACTICE SUIT, IN NO EVENT WILL THE CUMULATIVE LIABILITY OF A PARTY HEREUNDER EXCEED THE FEES PAYABLE FOR SERVICES UNDER THIS AGREEMENT FOR THE SIX MONTHS

PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED, EXCEPT THIS LIMITATION SHALL NOT APPLY TO AMOUNTS OWED BY PARTNER TO GROUP FOR SERVICES DELIVERED BY GROUP UNDER THIS AGREEMENT. IN THE EVENT OF AN INCONSISTENCY BETWEEN THIS PROVISION AND OTHER AGREEMENTS BETWEEN THE PARTIES, THIS PROVISION SHALL CONTROL.

6.5 Third Party Claims. If a claim is made by any person other than the Partner or Group, or their respective successors, assigns, or affiliates (a “Third-Party Claim”), the indemnifying party will be entitled to participate in the defense thereof and, if it so chooses, to assume the defense thereof with counsel selected by the indemnifying party, provided such counsel is not reasonably objected to by the indemnified party. If the indemnifying party assumes the defense of any Third-Party Claim, then such assumption shall not prejudice the indemnifying party’s right to thereafter contest the indemnified party’s right to indemnification for the claims asserted therein. If the indemnifying party elects to assume the defense of such a Third-Party Claim, the indemnified party will cooperate in good faith with the indemnifying party in connection with such defense. Any punitive or special damages owed to a third party by the Group due to the actions of the Partner will not be subject to the limitations of Section 6.4. The amount of any loss subject to indemnification hereunder shall be calculated net of any amounts received by the Indemnified Party pursuant to the terms of any insurance policies or pursuant to any other claim, recovery, settlement or payment from another Person. The indemnified party shall seek full recovery under all insurance policies covering any loss to the same extent as they would if such loss were not subject to indemnification hereunder. In the event that an insurance or other recovery is received by any Indemnified Party is actually realized by an Indemnified Party, in each case with respect to any loss for which any such person has been indemnified hereunder, then a refund equal to the amount of the recovery shall be made promptly to the indemnifying party that made or directed such indemnification payments to such Indemnified Party.

6.6 Apportionment of Damages. In any case in which liability and/or damages are not judicially apportioned between Partner and Group, each of said entities hereby agrees to contribute its share of any damage or settlements of claims the amount of which will correspond to the percentage of causal negligence attributable to the Parties’ respective entities, agents, employees and officers. Partner and Group further agree to make a good faith effort to achieve a mutually agreed upon apportionment of a liability of their respective entities, agents, employees and officers. It is further stipulated and agreed between the parties that in any case in which damages are not judicially apportioned and in which the parties are unable to reach a mutual Agreement with respect to the apportionment of liability and damages between the two entities, the parties will, with the consent of their respective insurance carriers, submit their dispute to arbitration in accordance with the rules and procedures of the American Arbitration Association.

6.7 The obligations herein shall survive termination of this Agreement. This indemnity shall not apply to claims covered by insurance, to the extent of such insurance coverage. The parties shall recognize the independent judgment and medical decision making of the Clinicians treating the patients, and, in the event of a disagreement regarding treatment between the Partner’s Clinicians treating the patient and the Group Clinician, the parties shall respect the treatment decision of Partner’s Clinician treating the patient. However, in such event, Partner shall indemnify and hold harmless Group and Group’s Clinicians from any and all claims or damages associated with harm resulting from the treatment decision of Partner’s clinicians treating the patient.

SECTION 7 MEDICAL RECORDS; HIPAA PRIVACY & SECURITY.

7.1 The medical records of Partner’s patients which are prepared and maintained on Partner’s medical records system are the property of Partner. So that the parties may fully collaborate and provide integrated services, Partner shall permit Group and Group’s Clinicians to access Partner’s health records system if required, and Group Clinicians shall promptly complete medical records and transmit to Partner. Group will each be granted a “read only” user license into Partner’s electronic medical record for Group’s quality review process of its Group Clinicians. Partner may limit such “read only” access to patients of Partner and Group Clinicians. Partner shall be responsible to maintain custody of the medical records regarding the Services. In order to comply with its own obligations under federal and state record keeping laws and its policies, Group shall have the right, during and after

the term of this Agreement, to maintain and retain health information and records of the patients for which it provides Services to at Partner's location(s). Nothing in this Agreement limits or restricts Group's ability to create its own records of its Services.

7.2 Partner and Group agree to comply with all applicable federal and state laws and regulations relating to the maintenance, uses and disclosures of protected health information (including any heightened requirements for mental health or substance abuse records), including without limitation the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and any current and future regulations promulgated thereunder, including those published at 45 C.F.R. Parts 160, 162, and 164, all collectively referred to herein as "HIPAA Requirements." Partner grants Group a worldwide, perpetual, irrevocable, fully paid-up, royalty-free and non-exclusive right to use and combine De-Identified Data with other data, and to use, transmit, distribute, reproduce, modify, edit, adapt, translate and reformat such data in connection with the Services or otherwise without further obligation to Partner. The term "De-Identified Data" means the patient data which Group utilizes and generates in connection with the Services and de-identifies in accordance with 42 C.F.R. § 164.516(b). The parties may agree to enter into any further agreements as necessary to facilitate compliance with the HIPAA Requirements.

SECTION 8 GENERAL PROVISIONS.

8.1 This Agreement constitutes the entire agreement between the Parties hereto with respect to its subject matter and may not be changed, altered or modified in any manner unless such changes are agreed to in writing by both Partner and Group. If any terms or provisions of this Agreement will to any extent be held invalid or unenforceable, the remaining terms and provisions of the Agreement will not be affected, but each term and provision of the Agreement will be valid and enforced to the fullest extent permitted by law.

8.2 This Agreement and its validity, construction, and performance will be governed in all respects by the laws of the State of Florida. In the event of any action or proceeding arising under this Agreement, the parties' consent and agree that the forum for such action will be in a court of competent jurisdiction located in the State of Florida.

8.3 This Agreement may be executed in more than one counterpart, and each executed counterpart will be considered as the original. The Parties may deliver executed signature pages to this Agreement by facsimile or email transmission. No Party may raise as a defense to the formation or enforceability of this Agreement, and each Party forever waives any such defense, either (a) the use of a facsimile or email transmission to deliver a signature, (b) the fact that any signature was signed and subsequently transmitted by facsimile or email transmission, or (c) the fact that an electronic signature was used.

8.4 No amendment, supplement or termination of this Agreement will affect or impair any rights or obligations which will have theretofore matured hereunder. This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, administrators, executors, successors and representatives.

8.5 Any notice or other communication by one party to the other will be in writing and will be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), addressed as follows:

Partner: Tillamook County Community Health Centers
PO Box 489
Tillamook, OR 97141
Attn: Danell Boggs

Group: InSight Medical Group, P.A.
1120 Rt 73, Ste 300
Mt. Laurel, NJ 08054

Attn: Geoffrey Boyce

With copies, which will not constitute notice, to:
Shawn.Ball@arraybc.com
Geoffrey.Boyce@arraybc.com

Any party may change the address for notice by notifying the other party, in writing, of the new address.

8.6 Each of the parties agrees that it will hereafter execute and deliver such further instruments and do such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are consistent with the terms hereof.

8.7 Either party may assign this Agreement without written consent of the other provided that the assignment does not affect the provision of Services or the obligations set forth herein in any material manner. Any Change of Control of Group or Partner shall be deemed to be an assignment of this Agreement. "Change of Control" means, the transfer of any of the following (in each case whether in any transaction or series of related transactions): (i) the record or beneficial ownership, directly or indirectly, of securities or other ownership interests of the Group or Partner's direct or indirect parent entity having fifty percent (50%) or more of the combined voting power of Group or Partner; (ii) the right to appoint a majority of board of directors or other governing or managing body of Group or Partner; or (iii) all or substantially all of the assets of Group or Partner.

8.8 All the information in this Agreement, including information about pricing, is considered highly confidential and proprietary information of Group. Unless required by law, Partner may not share this information with any third parties without the express written consent of Group.

8.9 This Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of the parties hereto. The parties acknowledge that they have read and understood this Agreement and its legal effect. Each Party participated in the negotiation and drafting of this Agreement, assisted by such legal counsel as it desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

8.10 No failure, delay, or default in performance of any obligation under this Agreement (other than payment obligations) will constitute a breach of this Agreement (and neither Party will be liable for the same) if it is caused by strike, fire, shortage of labor or materials or transport, act of a public authority, civil disorder, power outage, internet outage, riot, vandalism, war, severe weather, flood, natural disaster or other act of god; terrorism; or other similar cause that is beyond the reasonable control of the party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter.

8.11 EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING IN CONNECTION WITH ANY MATTER RELATING TO THIS AGREEMENT.

8.12 Partner hereby grants Group the right to use/disclose Partner's name and likeness on Partner lists and in any communication to the general public or to current or potential Partners. This use/disclosure will not affect the confidentiality of the remainder of the Agreement or any other Confidential Information.

SECTION 9 RESTRICTIVE COVENANTS.

9.1 Non-Solicitation By Partner. Throughout the term of this Agreement and for a two (2)-year period following termination or expiration of this Agreement, without the prior written consent of Group, Partner shall not, either individually or through any entity or on behalf of any other person or entity, directly or indirectly

solicit for employment, or endeavor to employ or to retain as an independent contractor or agent, any person who was, at the time the Agreement terminated or expired, an employee or independent contractor of Group. This non-solicitation includes, but is not limited to, Group's Clinicians and Group's non-professional staff.

9.2 Severability. The parties agree that (a) the restrictive covenants in this Agreement shall be severable in the event that any of the provisions hereof are for any reason whatsoever invalid, void, or otherwise unenforceable, (b) such invalid, void, or otherwise unenforceable provisions shall be automatically replaced by other provisions which are as similar as possible in terms to such invalid, void, or otherwise unenforceable provisions but are valid and enforceable, and (c) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.3 Specific Enforcement. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any such breach will cause Group irreparable harm. Therefore, in the event of a breach by Partner of any of the restrictive covenants in this Agreement, Group, and/or any of their successors or assigns may, in addition to other rights and remedies existing in its favor, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions of this Agreement.

9.4 Tolling. If a violation of any of the restrictive covenants contained in this Agreement occurs, Partner agrees that the restrictive period of each such covenant so violated shall be extended by a period of time equal to the period of such violation by Partner. It is the intent of this Section that the running of the restricted period of a restrictive covenant shall be tolled during any period of violation of such covenant so that Group shall receive the full and reasonable protection for which it contracted and so that Partner may not profit by such breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

TILLAMOOK COUNTY COMMUNITY HEALTH CENTERS

By: _____

Name: Erin D. Skaar

Title: Chair, Board of Commissioners

Date: March 1, 2023

INSIGHT MEDICAL GROUP, P.A.

By: _____

Name: _____

Title: _____

Date: _____

STATEMENT OF WORK #1

THIS STATEMENT OF WORK (this “SOW”) dated as of March 1, 2023, is made and entered into between **Tillamook County Community Health Centers (“Partner”)**, and **InSight Medical Group, P.A. (“Group”)** pursuant to and is governed by that certain Telehealth Coverage Services Agreement (the “**Agreement**”) between the parties, dated as of March 1, 2023, which is incorporated into and made a part of this SOW. In the event of any inconsistency or conflict between the terms and conditions of the Agreement and this SOW, the terms and conditions of the SOW will take precedence unless otherwise stated herein. All capitalized terms in this SOW, unless otherwise defined herein, will have the meanings ascribed to such terms in the Agreement.

A. Partner Training:

During the initial on boarding and setup following the Effective Date, Partner will be responsible for providing initial training and orientation to appropriate staff and Group clinicians on telemedicine technology utilized at Partner’s or Partner’s patients location(s). After the initial implementation and training, Partner is solely responsible to provide ongoing training to its staff unless any new or additional service platforms are implemented.

Partner will be responsible for other fees and expenses that are outside of the agreed upon scope of Services (including additional Group Clinician training required by Partner over the course of this SOW such as special EMR training, care coordination, required on-site meetings including associated travel time, etc.). With respect to any Group Clinician training, it is Group’s strong preference that trainings be conducted virtually given the remote nature of Group Clinician. If Group Clinician is required to do in-person training, and are more than 100 miles away, Partner will also be required to reimburse Group for Group Clinician’s travel expenses and lodging (if necessary).

B. Services:

Group will arrange for healthcare of the types identified below to provide Services to Partner’s patients in accordance to the requirements outlined below and within Exhibits A, B, and C.

Clinical Services:

- General evaluation and treatment of behavioral health conditions in an outpatient setting within the standard scope of practice of the clinician(s) based on training, certification, and licensure, via telehealth (through videoconferencing).

Capacity and Scope: Minimum of 24 hours per week of Therapist coverage.

Certification Requirements: One or more Licensed Therapists or Counselors certified to deliver mental health services.

State Licensure of Clinicians: Active license in the state of Oregon.

Language Skills of Clinician: English

Specialized Expertise or Additional Training: None

Clinicians Qualified to Treat Patient Ages: Therapist & Counselors – 5 years old to 65

C. Rate Schedule and Fees

Implementation Fee ¹ (clinician activation, technical buildout – customization and testing, initial training, clinical evaluation, planning and adjustments)	\$10,000 (\$7,000 if Agreement is executed on or prior to March 31, 2023)
Licensed Therapist or Counselor Telehealth Services	\$100 per hour

The above-listed pricing is contingent upon execution of this Agreement on or prior to March 31, 2023.

The above rates will be charged to Partner regardless of the number of Partner patients treated or seen by Clinicians.

Renewal Pricing: All pricing will increase by 5% for each Renewal Term.

Shipping Fees: If any operational processes require the use of courier services (e.g. sending copies of Group Clinician's notes/patient records to Partner by UPS, FedEx, etc.), Partner will be invoiced the costs for such delivery services.

Invoices: Invoices will be sent to the following individual(s):

Billing Contact Name: Irene Fitzgerald, Account Manager

Billing Contact Email: tchdap@co.tillamook.or.us

Group may use provided email to send invoices to Partner

Billing Contact Phone #:503-842-3929

Billing Contact Address: ifitzger@co.tillamook.or.us

D. Schedule:

The Clinician(s) will be assigned a weekly recurring schedule to be mutually agreed upon by Partner, Group and the Clinician(s). Group or Partner will provide 30 days' notice whenever practicable of any dates where Clinicians cannot provide Services.

Time of Day: The scheduled hours will be within the time window of 8 AM to 6 PM PST Monday through Friday. Partner will allow for a paid 30-minute break if a Clinician is scheduled for more than five (5) or more hours of coverage in a day. This will be included as part of the total weekly hours (e.g. for an 8-hour day - 7.5 hours will be available for clinical coverage).

Time Off: Partner understands and acknowledges that Group's coverage will be for 52 weeks in a year, based on the agreed upon Clinician's weekly schedule for availability, however, the Schedule will not include the following Time Off. Group will not bill Partner for Time Off:

- Six common holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas Day.
- Time off taken by Clinicians for personal, sick, or continuing medical education reasons, which typically range from four to five weeks per year.

Extra Time: If patient care requires excess time over and above these amounts, with the result that the total time engaged in Services extends beyond the scheduled block of time by greater than 15 minutes, additional clinical and/or administrative time will be billed to Partner at the rate set forth above.

¹ This fee includes joint development of Group-Partner telemedicine protocols for the Services, assistance with conceptual design of communications infrastructure, initial training of Partner staff in the use of the software and protocols, required credentialing, and the creation of a local testing schedule. This fee must be paid in full to Group within fifteen (15) days of the Implementation Invoice Date.

Schedule Changes: Partner will provide Group with one hundred twenty (120) days written notice for requests to add or reduce hours permanently. These changes in weekly staffing requirements must be in increments of a minimum of 4 hours for Group to be able to accommodate the request.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work effective as of the day and year first above written.

TILLAMOOK COUNTY COMMUNITY HEALTH CENTERS

By: _____

Name: Erin D. Skaar

Title: Chair, Board of Commissioners

Date: March 1, 2023

INSIGHT MEDICAL GROUP, P.A.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

TECHNOLOGY AND SECURITY REQUIREMENTS

Partner's Technology and Support Requirements

Partner shall purchase, manage, and maintain in good order and repair the equipment and systems necessary to conduct the telebehavioral health services, and which shall at a minimum meet the technical specifications of the American Telemedicine Association's most current practice guidelines for videoconferencing-based telebehavioral health, as amended from time to time and the applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the regulations and privacy and security standards promulgated thereunder as well as the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and similar federal or state standard transaction, privacy and security requirements. Group is not required to supply any equipment or supplies under this Agreement. Group will provide Partner with assistance with the selection and configuration of telebehavioral health systems and equipment; however, Partner is solely responsible for all decisions as to such systems and equipment. Partner's equipment shall be compatible with Group's then current video conferencing system and consistent with the standards outlined in this Agreement. Partner shall also supply hardware and connectivity that allows staff at Sites to submit requests for Services via telephone and using Group's then current self-service, online portal.

Partner shall provide its own Internet capacity necessary to effectively provide services at Partner's location(s), including all costs associated with bandwidth, networking, provisioning, installation (if needed), maintenance and monthly availability fees. The minimum connectivity standards required are as follows:

- Bandwidth of not less than 4Mbps upload and download
 - Consistently available for the video endpoint throughout the program's operating hours
- Connectivity either on an independent network with a static IP address or
- Appropriate provisioning of the facility's network and firewall ports to allow the incoming and outgoing transmission of audio and video

Partner is responsible for providing its own information technology support staff for its equipment, connectivity, software, and technology. Any additional technology or security requirements imposed on Group by Partner or Sites, will be the fiscal responsibility of Partner.

Group's Technology and Support Requirements

Group shall supply its Clinicians with its own hardware and software to provide the Services (e.g., computer with monitor, speakers, microphone). Group shall provide or arrange for multiple layers of information technology support for maintaining appropriate connectivity between the Group Clinician and the Partner location. This support network will be available to Partner for reasonable telephone troubleshooting of any connectivity problems between Partner's equipment and that of the Group Clinician. If, however, it is determined the problem exists within Partner's equipment or Internet service/connectivity, Partner remains responsible for resolving the problem and reestablishing the connection.

System Testing and Start-Up Period

As soon as the parties have installed and tested the technology equipment and software, and developed communication and clinical protocols, the parties shall conduct a series of "acceptance tests" designed to simulate a telebehavioral health encounter and shall refine the process as they mutually agree. The parties shall use all reasonable efforts to complete all start up, protocol development, system testing matters, and begin training approximately thirty (30) days prior to the target commencement date for the Services of this Agreement.

EXHIBIT B
Clinical Operations

Eligibility. Partner will be responsible for ensuring Patients understand, at the time of scheduling their initial appointment, the technical, connectivity, and any other requirements necessary to connect to the telehealth platform successfully and ensure that they are an appropriate candidate.

Space and Facility: Partners will ensure an appropriate designated space for telehealth sessions using best practices provided by Group is accommodated at the Partner’s facility. The space will have televideo equipment setup where the camera is at eye level approximately four to six feet away from the patient. Partner will also be responsible for managing the schedule of patients for the Clinician. Any program plans that differ from what is agreed to here will be escalated to both parties for review.

Appointment Preparation and Patient Information: Partner is responsible to provide all the patient information necessary for the Clinician or to provide the Services. Group’s responsibility to provide the Services is contingent upon Partner’s notification to Group that all applicable requirements under this Agreement are complete, including any specific requirements set forth in protocols. Partner agrees the Clinician’s service is reliant upon the accuracy and completeness of the patient information conveyed to the Clinician, which is the sole responsibility of Partner. The Clinicians have the right to refuse to provide the Services if, in the independent medical judgment of the Clinician, necessary information has not been provided to him or her or other standard of care factors that make it clinically inappropriate to deliver services via telehealth.

Definition and Appropriateness: Telebehavioral health encounters are assessments and associated care rendered by means of telemedicine communications technologies between a Group Clinician and a Partner patient or staff. These encounters will primarily include a real-time, interactive audio-video evaluation and assessment of the patient by a Group Clinician. The encounters may also include a review of the patient’s medical history and recommendations for therapeutic interventions and/or diagnostic tests. Group Clinicians may also be responsible for prescribing medication, ordering tests or procedures, initiating transfer of a patient, or making other decisions regarding a patient’s follow-up care, as appropriate. Group Clinicians shall make appropriate communication with Partner’s on-site staff to obtain patient care plans or other information. Partner shall communicate to its correct staff the conclusions or recommendations provided by Group Clinicians in connection with the telebehavioral health encounters. If the Group Clinician providing Services determines the modality for use for a particular patient is unable to provide all pertinent clinical information that a health care exercising ordinary skill and care would deem reasonably necessary for the practice of medicine at an acceptable level of safety and quality in the context of that particular medical encounter, the Group Clinician will make this known to the patient and staff and shall advise the patient and staff, prior to the conclusion of the telebehavioral health encounter, to obtain an in-person evaluation reasonably able to meet the patient’s needs.

Additional Requirements: Unless otherwise agreed in writing, Group and Partner agree that Services shall be delivered in accordance with the following:

1. Adult Appointment Scheduling	<ul style="list-style-type: none"> a. Clinicians conduct 60-minute initial evaluations (including documentation time) b. Clinicians conduct 30-minute med checks for established patients that are being seen by the Clinicians for the first time (including documentation time) c. Clinician conduct 20-minute med checks for existing patients (including documentation time) d. Clinicians conduct 60-minute therapy sessions (including documentation time)
2. Child & Adolescent Appointment Scheduling	<ul style="list-style-type: none"> a. 60-minute initial evaluations (including documentation time) <ul style="list-style-type: none"> 1. Initials may need to be split between two sessions in different weeks for complex cases b. 30-minute med checks (including documentation time) c. Clinicians conduct 60-minute therapy sessions (including documentation time)
3. Availability Outside of Scheduled Hours	<ul style="list-style-type: none"> a. Clinicians will respond to patient-related care questions from Partner and follow up via email or messaging through the electronic medical record (EMR) within normal business

	<p>hours (Monday-Friday), and consistent with typical professional standards in their field. Non-urgent questions will generally be responded to within 48-72 hours, while urgent questions should be responded to within 24 hours. Those questions categorized as crisis situations should follow Partner’s protocols or directed to the Emergency Room or contact 911.</p> <ul style="list-style-type: none"> b. Clinicians may be available for emergency calls for their <u>active</u> patients <ul style="list-style-type: none"> 1. Clinicians should be contacted via the clinic in the event of an emergency 2. Direct communication from patient to Clinician are not permitted 3. Preferred communication method will be determined during implementation c. Examples of emergencies include: allergic reactions to medication, psychiatric crisis, psychotic episodes, lithium levels, urgent medication refills, etc <ul style="list-style-type: none"> 1. Typical medication refills do NOT constitute emergencies <ul style="list-style-type: none"> 1. Processes for routine medication refills will be determined during implementation c. Clinicians do NOT take “call” for patients outside of their caseload <ul style="list-style-type: none"> 1. Clinicians do not cover walk-in clinics or crisis units outside of their scheduled hours d. Clinicians do not provide after-hours call services
<p>4. Onsite Support and Telehealth Presenter (if applicable)</p>	<ul style="list-style-type: none"> a. Partner needs to provide an onsite telehealth presenter to: <ul style="list-style-type: none"> 1. Facilitate intake, paperwork, obtain informed consent and medication reconciliation 2. Activate the video session and do basic troubleshooting as necessary 3. Escort consumers into and out of the room, preparing them for televideo interaction 4. Help manage labs, prescriptions, and orders 5. Schedule follow-up appointments 6. Facilitate connections to other members of the treatment team 7. Collect and convey responses to a defined pre-session screening tool including basic clinical indicators like: <ul style="list-style-type: none"> i. Vital signs ii. Symptom screening for ADHD, Anxiety, Depression, etc. iii. Hygiene b. Unless required by state telemedicine law, presenter does not need to remain in the room throughout each encounter <ul style="list-style-type: none"> 1. May be asked to do so when/if a patient is unstable, unsafe or uncomfortable 2. Will need to be accessible within the clinic in the event of an emergency c. Presenter may be a trained med tech, nurse, social worker or case manager <ul style="list-style-type: none"> 1. Local regulation may dictate qualifications of onsite presenters d. Group will offer training resources and material for onsite telehealth presenters e. The working relationship between the onsite presenter and the Clinicians is very important, and consistency among staff is encouraged
<p>5. Electronic Documentation</p>	<ul style="list-style-type: none"> a. Clinicians require remote access into the EMR of the site <ul style="list-style-type: none"> 1. This should be done via secure connection, facilitated by site’s IT department 2. Clinicians are expected to enter notes directly into site’s EMR in a timely manner <ul style="list-style-type: none"> i. Concurrent documentation is encouraged ii. Daily documentation is required b. Clinicians should be presented with the day’s schedule in advance to allow an opportunity to preview charts c. E-prescribing capability is required at the Partner site d. Completion shall be considered prompt if completed within 48 hours of when the Clinician concludes the telebehavioral health encounter.
<p>6. Clinical Workflow Design</p>	<ul style="list-style-type: none"> a. During implementation, clinical leadership from both sides will discuss and decide specific clinical workflows and expectations b. The process will be documented in simplified form and agreed upon by both sides <ul style="list-style-type: none"> i. Variations or changes will need to be discussed, agreed upon and updated in documentation c. Clinical leadership from both sides shall remain accessible during operations

7. Local Resources Summary Sheet	<ul style="list-style-type: none"> a. During implementation, the Partner site will supply the Clinicians with a simplified resource list that details other agencies and programs that are available within the community for additional services b. Clinicians are required to familiarize themselves with these resources and should work in concert with the site's staff to coordinate other services and referrals
8. NP Collaboration and Supervision	<ul style="list-style-type: none"> a. Clinicians may collaborate with or supervise onsite or remote NPs, when such Services are clearly indicated within the SOW b. That collaboration will follow the parameters of their unique, written collaborative agreement c. When a SOW includes a psychiatrist's time for NP collaboration or supervision, that time is available to the NP as needed for either scheduled or ad hoc consultation. This does not include any tasks related to co-signing of notes. d. Collaborating time from the psychiatrist may not be reallocated for direct patient care by the site
9. Prescribing	<ul style="list-style-type: none"> a. Clinicians exercise their own independent professional judgment b. Controlled substance prescribing can carry unique regulatory limitations and requirements and should be escalated to Group administrative and clinical leadership during implementation c. Generally, Group and its Clinicians: <ul style="list-style-type: none"> 1. Discourage routine, long-term benzodiazepines 2. Cautiously evaluate prescribing of stimulants to individuals with ADHD or behavioral disorders over the age of 18 3. Cautiously work within MAT prescribing programs, if mutually approved as part of the Services by both parties d. When specific formularies apply, these must be made available to the Clinicians early in the implementation process <ul style="list-style-type: none"> 1. Clinicians will make best efforts to adhere to formularies, but reserve their own clinical judgment e. Prescriptions should be E-prescribed whenever possible <ul style="list-style-type: none"> 1. Prescriptions called into pharmacy should have any appropriate follow-up documentation completed f. Clinicians should not be asked to approve medication orders or refills for patients that they have not previously evaluated via video g. Medication Refills <ul style="list-style-type: none"> 1. For refills required between appointments, onsite presenters should utilize administrative time to present groups of refill requests to the Clinicians efficiently 2. Refills that require the prescriber to utilize the E-Rx or to contact a pharmacy may require additional time and should be conducted during a pre-scheduled block of time
10. Administrative Time	<ul style="list-style-type: none"> a. Efficient use of the Clinicians' time is of paramount importance to all parties b. For every 8 hours of direct patient care, 1 hour of administrative time is appropriate for documentation, team collaboration, case reviews, refills, etc. <ul style="list-style-type: none"> 1. It is generally preferable for this administrative time to be spaced throughout the schedule as 30-minute increments per 4 hours of clinical time. 2. Some clinics utilize time from no-shows and missed appointments to accommodate administrative work. <ul style="list-style-type: none"> i. This is acceptable, and dedicated administrative time does not need to be scheduled, assuming this 8:1 ratio is maintained. ii. If no-show time does not allow enough capacity for administrative work, Group will require dedicated blocks of administrative time to be scheduled at the rate listed in the SOW.
11. Treatment Team Meetings / Collaboration	<ul style="list-style-type: none"> a. Sites are encouraged to incorporate the remote Clinician into any planned treatment team meetings, the same way an onsite prescriber would be involved <ul style="list-style-type: none"> 1. If schedules do not align, a summary of the meeting takeaways should be conveyed to the Clinicians b. Clinicians are encouraged to collaborate with fellow members of the treatment team via:

	<ol style="list-style-type: none"> 1. Secure messaging within EMR or secure email 2. Live video interaction via scheduled or ad hoc encounters 3. Phone as needed <p>c. Clinicians should seek every opportunity to engage their consumers with other services available through the clinic and treatment team like therapy, case management, etc.</p> <ol style="list-style-type: none"> 1. Psychiatrists will focus on evaluation and medication management 2. Therapeutic intervention is not typically performed by remote prescribers
12. Primary Care Integration (If Applicable)	<p>a. Telepsychiatry can be used within primary care clinics for:</p> <ol style="list-style-type: none"> 1. Curbside consults with primary care Clinician, including documentation sent to the PCP 2. Initial evaluation and treatment planning of typical cases <ol style="list-style-type: none"> i. With a handoff back to primary care for medication management ii. This handoff must be structured and confirmed 3. Evaluation and ongoing management of complex cases 4. Collaborative care via multi-disciplinary treatment team models like IMPACT <p>b. Integration programs may involve complexities with the medical record keeping, which should be escalated to administrative leadership during implementation.</p>
13. Medical Specialists	<p>a. All psychiatric Clinicians are trained in general, adult psychiatry</p> <p>b. Group offers specialty psychiatry services in the areas of:</p> <ol style="list-style-type: none"> 1. Child and adolescent 2. Substance use / addictions 3. Forensics 4. Geriatrics 5. Psychosomatic / Primary Care <p>c. Specialty services are delivered from Clinicians that have successfully completed supplemental training in their specialty area</p> <ol style="list-style-type: none"> 1. All specialty services are charged at a premium to generalized adult services <p>d. Partners may not contract for generalized adult psychiatry and present consumers with specialized needs to the general adult Clinician</p>
14. Consents	<p>a. To the extent required under state law, Partner shall obtain a valid patient consent to telebehavioral health services and shall place the consent in the patient’s medical record and make it available to Group’s Clinicians. To the extent required under state law, Partner will communicate to and inform the patient of the nature of the professional services, including that such services will be delivered via telemedicine.</p>
15. Quality Assurance Program	<p>a. Partner shall participate in Group’s Quality Assurance Program. The purpose of the program is to ensure Group’s Clinicians are meeting Partner’s and Group’s standards for consistent quality care which may include Clinical chart and Peer reviews in conjunction with Group’s medical and assistant medical directors to meet Joint Commission’s, MS.08.01.01 and MS.08.01.03 standards for professional practice evaluations.</p>

EXHIBIT C

Implementation Requirements

Both Group and Partner agree to be a communicative and collaborative with a goal for a successful and smooth implementation of Services. Both parties will select a point of contact that will be responsible for overseeing the implementation and ongoing operations of Services.

1. **Credentialing Requirements** – Does your facility require a specific application to be completed?
 - a. Site requires no application, minimal documentation, and accepts Group’s material for licensure and DEA verification, malpractice insurance, and board certification as applicable
 - b. Site requires unique application, but does not conduct independent primary source verification
 - c. Site requires unique application, its own primary **source** verification, and its approval of Clinicians

2. **Payer Enrollment** – Are you planning on enrolling the Clinician with any payers?
 - a. No payer enrollment required
 - b. Payer enrollment required. Payers include: CPCCO/Care Oregon, Medicare, TriWest, Tricare, Commercial, Medicaid

3. **Payer Enrollment Timeline** – If enrolling with payers, will there be an opportunity to start services before all payer approvals are in place?
 - a. No payer enrollment required
 - b. Enrollment can be completed after go-live
 - c. Enrollment must be completed prior to go-live
 - d. Not all enrollment must be completed prior to go-live, but the following payers must be completed:

4. **Electronic Medical Record Access** – Does your facility have an EMR?
 - a. Site has an EMR: EPIC
 - b. Site does not have an EMR

5. **E-Prescribe Access** – Does your facility have the ability to e-prescribe? (*please select all that are applicable*)
 - a. E-Prescribe functionality is built into the EMR, for both non-controlled and controlled substances
 - b. E-Prescribe functionality is built into the EMR, but for non-controlled substances only
 - c. Site uses an external e-prescribe system
 - d. Site will be utilizing Vendor provided by Group

6. **Chart Review** – Does your facility have an existing process for regular chart review?
 - a. Chart Review will be done by the facility, unassisted by Group. Site shares completed reviews with Group.
 - b. Group conducts chart review using a site-specific form or process. Facility will grant Group read-only access to EMR or will send charts as requested.
 - c. Group conducts chart review using its own universal form for all psychiatrists. Facility will grant Group read-only access to EMR or will send charts as requested.