


# COLLETTE HEALTH +STAFF POLICY



This document describes Collette Health's Patient Safety Observer ("PSO") policy. All services provided by PSOs will be governed by the terms of Customer's agreement with Collette Health.

1. Each PSO will (a) have at least a high school diploma or GED, (b) be proficient in English, and (c) have successfully completed Collette Health's background and criminal check process. Customer agrees that a bilingual PSO will not replace a Customer-approved medical translator.
2. Collette Health will be responsible for (a) the compensation of the PSOs in compliance with applicable federal, state, and/or local laws, including, where applicable, any tax withholding and contribution obligations, (b) training PSOs in the use of Collette Health's technology platform; (c) training PSOs with respect to best practices with regards to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and any other applicable federal, state, or local law, rule, regulation, or guidelines; and (d) a PSO's compliance with the confidentiality requirements of the agreement between Collette Health and Customer.
3. Customer is responsible for providing Collette Health the Customer's policies, rules, protocols, procedures, and standards of work applicable to the services being performed by the PSOs for Customer ("Customer Policies").
4. A PSO's sole assigned role is to (a) monitor the video feed of assigned patients, (b) adhere to escalation protocol as outlined in the Customer Policies on which the PSO has been trained, and (c) engage with patients and clinical staff assigned to patients as outlined in such Customer Policies. Customer may not request, instruct, or permit a PSO to perform services or activities outside of this role or scope of practice.
5. Without limiting the foregoing, a PSO shall not, under any circumstances, be requested, instructed, or permitted to perform any action which requires a medical or nursing license or presupposes any form of medical knowledge, training or expertise, including, but not limited to: (a) making a diagnosis; (b) prescribing a treatment plan; (c) providing counseling to a patient or patient's family/friends/colleagues; (d) updating a patient's chart or other record, except for noting the time that a healthcare professional was notified; (e) checking a patient's vital signs; (f) performing patient intake; or (g) holding him or herself out as a healthcare professional.
6. In the event that any PSO is not performing his/her job duties in a reasonably satisfactory manner, Customer may request that Collette Health remove such PSO from the engagement; provided that prior to Customer making any such removal request: (a) Customer shall specify in writing to Collette Health the performance issues or problems involving such PSO; (b) Collette Health shall have not less than thirty (30) days to work with any PSO to correct the performance issues or problems; and (c) Customer shall cooperate with Collette Health's efforts to correct the performance issues or problems involving such PSO. If the performance issues or problems involving any PSO are corrected (as determined by both Collette Health and Customer in their reasonable judgment) pursuant to the procedure described above, Customer shall withdraw the removal request, and the individual will continue to provide services to Customer as a PSO



hereunder. If, however, the performance issues or problems involving such PSO are not corrected (as determined by both Collette Health and Customer in their reasonable judgment) pursuant to the procedure described above, Customer shall PSO, and such removal shall be effective within five (5) days following Customer's removal request. Notwithstanding anything to the contrary, Customer may request immediate removal of a PSO from the engagement if a PSO's action or inaction has impacted patient health and safety, as reasonably determined by the Customer in consultation with Collette Health.

7. Collette Health, in its sole discretion, will determine its relationship with PSOs, including but not limited to, whether they are employees, independent contractors, or any combination of the above, of Collette Health. Without limiting the foregoing, Collette Health, in its sole discretion, may engage, contract with and/or utilize staffing, placement or similar agencies or entities to provide PSOs.
8. Customer acknowledges and agrees that PSOs may be located outside of the United States, including, without limitation, in Costa Rica. Notwithstanding the location of the PSO, all of Collette Health's databases and all data (including personal health information) provided by Customer ("Customer Data") will continue to be stored in servers located within the United States. PSOs located outside of the United States will have the ability to view Customer Data specific to the patients they are observing, and in viewing the Customer Data of those specific patients there may be, for a short period of time, some Customer Data residing in the cache on the computer located outside of the United States. All computers used by PSOs to observe patients shall be owned and managed by Collette Health and may be located either in an office or in a PSO's home location. Any Customer Data viewable by PSOs and residing in the cache of any computer located outside of the United States shall be protected per the confidentiality provisions of the agreement, as well as any separate business associate agreement, between Customer and Collette Health.