

NL-126-2023-156 Responsive Record

VIRTUAL HEALTH SERVICES AGREEMENT

This **Virtual Health Services Agreement** (this “**Agreement**”) is entered into on **November 1, 2023** (“**Effective Date**”),

BETWEEN: **Teladoc Health Canada, Inc.** a corporation formed under the federal laws of Canada with its principal place of business at 312 Adelaide Street West, Suite 200, Toronto, Ontario

(“**Teladoc Health**”)

AND: The **Provincial Health Authority**, operating as **Newfoundland and Labrador Health Services**, a corporation without share capital established pursuant to the *Provincial Health Authority Act*, RSNL 2022, c. P-30.1

(“**NLHS**”)

(each a “**Party**” and, together, the “**Parties**”)

RECITALS

- A. NLHS issued a request for proposals dated September 8, 2022 (the “**RFP**” as defined below), seeking proposals to increase its services to residents of the Province of Newfoundland and Labrador with innovative virtual care solutions, including increasing the ability for unattached patients to access additional virtual Healthcare Services (as defined below) and providing virtual care in emergency room settings (the “**Project**”);
- B. Teladoc Health operates platforms through which it enables the provision of Healthcare Services by licensed healthcare professionals to patients;
- C. Teladoc Health responded to the RFP by written proposal dated October 6, 2022 (the “**Proposal**” attached hereto as Schedule “B”);
- D. NLHS accepted the Proposal and awarded the Project to Teladoc Health on May 18, 2023;
- E. NLHS and Teladoc Health wish to enter into an agreement for the implementation of the Project on the terms set out herein.

Article 1 - Interpretation

1.01 Definitions:

In addition to the words and phrases defined elsewhere in this Agreement, as used in this Agreement, in any Schedule hereto, in any amendment hereof, in any documents to be executed and delivered pursuant to this Agreement and in any documents executed and delivered in connection with the completion of the transactions contemplated hereby, unless the context otherwise requires, the following words and phrases shall have the following meanings, respectively:

“Agreement” means this Virtual Health Services Agreement, and all Schedules attached hereto;

“ATIPPA” means the *Access to Information and Protection of Privacy Act*, SNL 2015, c. A-1.2, and any successor or replacement legislation;

“Business Day” means any day other than a day which is a Saturday, Sunday or other day on which the principal Canadian banks located in the City of St. John’s, Newfoundland and Labrador, are not open for business;

“Confidential Information” has the meaning set out in Section 5.02.1;

“CPI” means the Consumer Price Index All Items, annual average, not seasonally adjusted, for a 12-month period, as published by Statistics Canada;

“Documentation” means, collectively, any user guide, program descriptions, desk procedures, materials, specifications, training manuals, technical manuals, user manuals, flow diagrams, file descriptions and other written information that describes the functional, operational and/or performance capabilities of the Equipment, Software, or Platform provided by Teladoc Health to NLHS, whether such Documentation is provided in electronic or other form, including any updates thereto provided by Teladoc Health.

“DSA” means the Data Sharing Agreement attached hereto as Schedule “C”;

“End User” means NLHS and its affiliate providers for the provision and receipt of Teladoc Health Services via the Platform. NLHS’ affiliate providers and Participants are referred to collectively as End Users.

“ePHI” means electronic personal health information;

“Equipment” means any equipment provided by Teladoc to NLHS pursuant to this Agreement including but not limited to Lite 4 devices;

“Healthcare Services” means the provision of healthcare by licensed healthcare professionals engaged by Teladoc Health to provide services through a Teladoc Health platform to residents of the Province of Newfoundland and Labrador through the Project, none of which services are insured services under the *Medical Care Insurance Act*, SNL 1999, c. M-5.1;

“Insolvency” means that a Party files or is subject to any voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors or such similar proceeding;

“Intellectual Property” means (a) inventions (whether patentable or un-patentable and whether or not reduced to practice), and all improvements thereto; (b) trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, web domain names, including all goodwill associated therewith; (c) copyrightable works; (d) mask works; (e) trade secrets; (f) computer software (including source code, executable code, data, databases, and related documentation); and (g) other proprietary materials and information.

“Intellectual Property Rights” mean all rights, title and interest in and to Intellectual Property in any jurisdiction including: (a) patents, patent applications, and patent disclosures, together with all reissues, continuations, divisions, continuations-in-part, revisions, extensions, and re-examinations thereof; (b) copyrights, and applications, registrations, and renewals in connection

therewith; (c) mask work applications, registrations, and renewals in connection therewith; and (d) any other proprietary rights.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of any third party claim;

"Participant" means a resident of the Province of Newfoundland and Labrador who is entitled to receive health services from NLHS and has agreed to receive those services through the Project;

"Personal Information" means any information about an identifiable individual or information that, when combined with other information, whether readily available or not, may identify or tend to identify an individual that is provided to Teladoc Health by NLHS or that Teladoc Health acquires or is exposed to in connection with the services provided under this Agreement, including Personal Health Information;

"Personal Health Information" means "personal health information" as defined in s. 5(1) of PHIA;

"PHIA" means the *Personal Health Information Act*, SNL 2008, c. P-7.01, and any successor or replacement legislation;

"PIPEDA" means the *Personal Information Protection and Electronic Documents Act*, SC 2000, c. 5, and any successor or replacement legislation;

"Platform" means Teladoc Health's proprietary telehealth platform, hosted by Teladoc Health and made available to NLHS over the internet. The Platform includes all modifications, updates, bug fixes, patches and Updates made thereto by Teladoc Health.

"Proposal" has the meaning set out in the Recitals;

"Project" has the meaning set out in the Recitals;

"Records" means the records generated by licensed healthcare professionals engaged by Teladoc Health to provide the Healthcare Services;

"RFP" means the document issued by NLHS for the procurement of services as required by the *Public Procurement Act*, SNL 2016, c. P-41.001, which RFP is attached hereto as Schedule "A";

"SaaS Services" means services provided by Teladoc Health to facilitate NLHS' use of the Platform.

"Software" means any software provided to NLHS on a licensed basis for installation on NLHS' or End Users' equipment and includes any software installed on or necessary for use of Equipment purchased from Teladoc Health hereunder. For the avoidance of doubt, Software does not include the Platform or any software provided to NLHS on a software as a service or hosted basis.

“SOW” means each of the “Virtual Primary Health Care Services Statement of Work” and the “Virtual Emergency Services Statement of Work” as more fully described in the applicable statements attached hereto as Schedules “D.1” and “D.2” and any other statements of work executed by the Parties which shall be deemed to be attached hereto as Schedules “D.3”, “D.4”, etc.;

“Teladoc Health Services” means the operation by Teladoc Health of platforms through which it enables the provision of Healthcare Services as more fully described in a SOW;

“Teladoc Technology” means collectively, the Platform, the SaaS Services, the Equipment, the Software, the Documentation and all other Intellectual Property used by Teladoc Health to provide the Teladoc Health Services to NLHS;

“Term” has the meaning set out in Section 3.01;

“Updates” means any revisions, improvements and enhancements to the Platform or Equipment that Teladoc Health makes available to NLHS; provided that any Updates shall not materially diminish, or otherwise impair, the functionality, performance and features of the Platform or Equipment, as applicable.

1.02 Interpretation:

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian dollars.

Any reference in this Agreement to gender shall include all genders and words used herein importing the singular number shall include the plural and vice versa.

The division of this Agreement into articles, sections, paragraphs, subparagraphs and clauses shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expression refer to this Agreement and the Schedules hereto and not to any particular article, section, paragraph, subparagraph, clause or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Each Party acknowledges that such Party and its legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

Any reference herein to a person includes any individual, partnership, limited partnership, corporation, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company, or other business entity of any kind or a government or an agency thereof.

This Agreement sets forth the terms and conditions under which Teladoc Health will provide the Teladoc Health Services to NLHS. The specific Teladoc Health Services that NLHS has engaged Teladoc Health to provide, as well as the specific terms and conditions applicable to the provisions of those specific Teladoc Health Services, are described herein and in the attached SOW, which are incorporated by reference and made a part of this Agreement. In the event of a conflict between the RFP or the Proposal and the Agreement, the terms of the Agreement shall prevail.

The Parties recognize that despite the inclusion of the RFP and the Proposal as Schedules to this Agreement, and in particular the suite of services described to NLHS in the Proposal which may not all form part of the Teladoc Health Services, this Agreement relates solely to the provision of the Teladoc Health Services as described in the SOW.

Capitalized terms used but not separately defined in the SOWs shall have the meanings assigned to them in this Agreement. In the event of a conflict between terms set forth in this Agreement and the terms of a SOW to this Agreement, the terms of the SOW will govern.

1.03 Schedules:

Schedule "A" - The RFP

Schedule "B" - The Proposal

Schedule "C" - The Data Sharing Agreement

Schedule "D" - Statements of Work including:

- Schedule "D.1" - Virtual Primary Health Care Services Statement of Work
- Schedule "D.2" - Virtual Emergency Services Statement of Work
- All other SOWs executed by both Parties pursuant to this Agreement

Article 2- Services

2.01 Teladoc Health shall provide the services set out in any SOW executed in connection with this Agreement. Each SOW sets out the specific terms for the provision of Teladoc Health Services and constitutes a separate contract. The provisions of this Agreement apply to, and will be incorporated into, each SOW.

Article 3- Term and Termination; Survival

3.01 This Agreement shall commence on the Effective Date and, subject to earlier termination as provided for in this Agreement, continue in effect until October 31, 2025 (the "Term").

3.02 Upon the written agreement of both Parties, the Agreement may be extended for a further period of one (1) year on the same terms and conditions set out in this Agreement. An extension period shall be decided upon by the Parties no later than three (3) months prior to the expiry of the Term. Any extension periods shall be incorporated into the Term. The provisions of Article 4 (*Intellectual Property Rights*), Article 5 (*Personal Information; Confidential Information*), Article 7 (*Indemnification; Limitations of Liability*) and the provisions of the DSA shall survive any expiration or termination of this Agreement.

3.03 Either Party may terminate this Agreement if/for:

- (a) the other Party's material breach of this Agreement, which breach has not been cured, or cannot reasonably be cured, within 30 (thirty) days after receipt of written notice by the non-breaching Party;
- (b) the other Party's Insolvency;
- (c) Teladoc Health attempts to assign or cede any interest in this Agreement without the prior written consent of NLHS;

- (d) Teladoc comes under the direct or indirect control of any corporation who does not control it at the date of the execution of this Agreement.

3.04 In addition, either of the Parties may terminate this Agreement and/or any SOW if:

- (a) a change in law or regulation would, in the reasonable opinion of a Party, make the provision of the Teladoc Health Services unlawful or impracticable; and,
- (b) the Parties are unable to agree on amendments to this Agreement and/or the affected SOW to mitigate the effects of such change in law or regulation within 30 days of a Party's notice to the other of its intent to terminate this Agreement and/or the applicable SOW.

3.05 Upon termination of this Agreement for any reason, Teladoc Health agrees to provide copies of all Records in its possession to NLHS, to the extent permitted by applicable law. NLHS agrees to compensate Teladoc Health for services completed and materials delivered in accordance with this Agreement up to the effective date of termination.

Article 4- Intellectual Property Rights

4.01 NLHS acknowledges that all materials relating to the Teladoc Health Services or Teladoc Technology that are developed by or on behalf of Teladoc Health or provided to NLHS by Teladoc Health (including, without limitation, any communication and/or Participant engagement materials referred to in a SOW); all trade names, service marks, trademarks and logos that are used by Teladoc Health, and such other trade names, trademarks and logos as hereinafter may be designated by Teladoc Health in connection with its business (the "**Teladoc Health Marks**"); and all other Intellectual Property are the intellectual property of Teladoc Health or any of its affiliates (the "**Teladoc Intellectual Property**"), and NLHS agrees that:

- (a) NLHS will not duplicate the Teladoc Health Marks, Teladoc Health Services, or Teladoc Technology in any format that would, in whole or in part, infringe upon the Intellectual Property Rights of Teladoc Health or any of its affiliates, and will not use or disclose the Teladoc Intellectual Property in any manner other than pursuant to this Agreement;
- (b) NLHS will not distribute, rent, sell, lease, or grant a sublicense or otherwise display, disclose, transfer, or make available the Teladoc Health Marks, Teladoc Health Services, or Teladoc Technology in any manner other than pursuant to this Agreement;
- (c) NLHS will not modify, change, reverse assemble, reverse compile or reverse engineer the software underlying the Teladoc Health Services or Teladoc Technology or otherwise attempt to discover any such software source code or underlying Confidential Information (as defined below);
- (d) NLHS will not remove, efface, or obscure any copyright notices, logos, or other proprietary notices or legends (whether of Teladoc Health or its licensors) from the Teladoc Health Services or Teladoc Technology; and,

- (e) on termination of this Agreement, NLHS shall return to Teladoc Health all the Teladoc Intellectual Property provided to NLHS upon request.
- 4.02 Each Party shall retain ownership of all right, title and interest in and to any Intellectual Property that it owned prior to the Effective Date of this Agreement or which is developed outside of this Agreement (“**Pre-existing Intellectual Property**”). Unless expressly stated herein, nothing in this Agreement shall be deemed to imply a license or transfer of ownership of either Party’s Pre-existing Intellectual Property to the other Party or any third party.
- 4.03 Teladoc Health shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Teladoc Technology. This Agreement is not intended to, and does not, convey to NLHS any right of ownership in any Teladoc Technology and, in no case conveys or transfers to NLHS any Intellectual Property Rights now or hereinafter owned by Teladoc Health.
- 4.04 Teladoc Health is free to reuse all generalized knowledge, experience, know-how and technologies (including ideas, concepts, processes and techniques) related to or acquired during performance of the Teladoc Health Services or provision of the Platform (including without limitation, that which Teladoc Health could have acquired performing the same or similar services for another client).
- 4.05 Except for the limited rights and licenses expressly granted hereunder, no other license is granted and Teladoc Health (and its licensors) hereby reserve all right, title and interest in and to the Teladoc Health Marks, Teladoc Technology and Documentation. NLHS agrees not to take any action inconsistent with such title and ownership.
- 4.06 Pursuant to the terms of this Agreement and only in a manner that has been approved by Teladoc Health in advance, Teladoc Health grants NLHS a limited, non-exclusive, non-transferable, revocable license to use the Teladoc Health Marks during the Term of this Agreement.
- 4.07 NLHS hereby grants to Teladoc Health a limited, non-transferable, fully-paid, worldwide, non-exclusive right and license to use, reproduce, adapt, incorporate, integrate, and distribute NLHS’s trade names, trademarks, and logos in connection with the promotion and delivery of the Teladoc Health Services, during the Term, solely as necessary to perform its obligations under this Agreement.
- 4.08 **Publicity.** Teladoc Health may, during the Term, use NLHS’s trade name and logo on Teladoc Health’s standard sales-deck and client list(s) solely to indicate NLHS’s status as a client of Teladoc Health, without any other indications of endorsement. All other use of NLHS’s trade name, trademark, service mark, or symbol in Teladoc Health’s advertising, publicity or other promotional endeavors requires the prior written consent of NLHS.

The Parties shall work together as it relates to key messaging of the Teladoc Health Services being performed to be used by either Party publicly or in any other promotional material.

- 4.09 **No Joint Undertaking.** Teladoc Health and NLHS are and shall at all times function as independent contractors under this Agreement, and neither Teladoc Health nor NLHS is authorized to assume or create any obligations or liabilities, express or implied, on behalf

of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the exclusive direction and control of that Party.

Article 5 - Personal Information; Confidential Information

- 5.01 The Parties acknowledge and confirm that, in respect of any Personal Information, any collection, use and disclosure of such Personal Information shall be in compliance with PHIA and ATIPPA and the DSA. The Parties acknowledge and confirm that their collection, use and disclosure of any Personal Information, including Personal Health Information disclosed in connection with this Agreement, shall be kept confidential and shall be collected, used and disclosed in accordance with the PHIA and ATIPPA, any other applicable privacy laws, the DSA and such NLHS privacy policies as NLHS may implement from time-to-time and advise Teladoc of in writing, provided such privacy policies are reasonable and comply with PHIA, ATIPPA and the DSA.
- 5.02 For purposes of this Agreement, “**Disclosing Party**” shall mean the Party that discloses any Confidential Information, as defined below, to the other Party to this Agreement, and the “**Receiving Party**” shall mean the Party that receives any Confidential Information, as defined below, from the other Party to this Agreement.
- 5.02.1 For purposes of this Agreement, “**Confidential Information**” shall include:
- (a) information that is not known by actual or potential competitors of the Disclosing Party or is generally unavailable to the public;
 - (b) information that has been created, discovered or developed by, or otherwise become known to, the Disclosing Party or in which property rights have been assigned or otherwise conveyed to the Disclosing Party;
 - (c) Personal Information;
 - (d) information that, if disclosed, would cause harm to the Disclosing Party;
 - (e) information that is marked “Confidential” or “Proprietary” when provided to the Receiving Party, and shall include all reporting documentation provided by the Parties in accordance with this Agreement and all information disseminated any management or in meetings held by either Party;
 - (f) trade secrets which include all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research, technical data (whether or not patentable or registerable under patent, copyright or similar statutes, and including all rights to obtain, register, perfect, and enforce those proprietary interests);
 - (g) any other intellectual property, client and supplier lists, price lists, business plans, and any modifications or enhancements of any of the

foregoing, and all program, marketing, sales, or other financial (e.g., Fee(s)) or business information disclosed to the Receiving Party by the Disclosing Party, either directly or indirectly, in writing or orally or by drawings or observation;

- (h) any other information that is treated as confidential, regardless of whether it is marked as such;
- (i) any other information that a reasonable party would conclude is confidential or proprietary in nature; and
- (j) without limitation, employee information, analyses, forecasts, studies, summaries, marketing plans, financial data, business statistics, property, contracts, methods, transactions, affairs, concepts, ideas, services, products, images, graphics, text, audio, video, software and other data, knowledge, content or information in written, oral, visual and/or physical/sample form.

5.02.2 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it:

- (a) is or becomes a part of the public domain through no act or omission on the part of the Receiving Party in breach of this Agreement;
- (b) is disclosed to third parties by the Disclosing Party without restriction on such third parties to maintain the confidentiality of such information;
- (c) is in the Receiving Party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement;
- (d) is disclosed to the Receiving Party by a third party having no obligation of confidentiality with respect thereto;
- (e) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or,
- (f) is released from confidential treatment by written consent of the Disclosing Party.

5.02.3 Notwithstanding the foregoing, portions of Confidential Information may be disclosed pursuant to the request of a governmental agency or third party if such disclosure is required by operation of law, regulation or court order, provided the Receiving Party gives the Disclosing Party prompt written notice of such proposed disclosure, if permitted to do so under applicable law, in order to enable the Disclosing Party to obtain an appropriate protective order, if it so desires.

5.02.4 The Receiving Party shall hold and maintain the Confidential Information of the Disclosing Party in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall not, without the prior

written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information of the Disclosing Party.

5.02.5 The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information of the Disclosing Party in violation of this Agreement may cause the Disclosing Party irreparable harm, and that monetary damages may not be a sufficient remedy. Thus, the Receiving Party agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate, and the Receiving Party expressly agrees that the Disclosing Party shall be entitled, in addition to any other remedy provided by law, to seek an injunction or other equitable remedy respecting such violation or continued violation. Such right is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity. If any action at law or in equity is brought to enforce or interpret the provisions of this section, the prevailing Party in such action shall be entitled to reasonable legal fees.

5.02.6 Upon request, the Receiving Party shall promptly return to the Disclosing Party any and all records, notes and other written, printed or tangible materials pertaining to the Confidential Information of the Disclosing Party.

Article 6 - Representations of the Parties; Disclaimer

6.01 Each Party represents that:

- (a) it has the necessary and actual right and authority to enter into and to perform its obligations under this Agreement;
- (b) it has taken all necessary corporate action to authorize the execution, delivery, and performance of this Agreement;
- (c) this Agreement constitutes a valid and binding obligation enforceable against the Party in accordance with its terms; and
- (d) it will perform its obligations under this Agreement in a manner that complies with all laws applicable to such Party.

6.02 NLHS represents that:

- (a) NLHS has sought its own legal advice with respect to the use of the Teladoc Health Services; and
- (b) that Teladoc Health has not provided NLHS with advice regarding the legality of any of its programs or use of the Teladoc Health Services for such programs or the Project.

6.03 Teladoc Health covenants, represents and warrants, which representations and warranties will remain true and accurate throughout the Term, that Teladoc Health in

connection with the provision of the Teladoc Health Services and/or the performance of its obligations under this Agreement shall:

- (a) diligently perform the Teladoc Health Services in a discrete, safe, ethical, professional and timely manner consistent with industry standards. Teladoc Health agrees to perform its obligations hereunder with care, skill and diligence, and to meet all applicable requirements for the Teladoc Health Services as set forth in the RFP, the Proposal and this Agreement;
- (b) comply with all statutes, regulations and other legal stipulations or guidelines of any governmental authority having jurisdiction over the Teladoc Health Services or business operations of Teladoc Health in the delivery of the Teladoc Health Services under this Agreement;
- (c) comply with the service performance standards as set out herein;
- (d) provide, maintain, and pay for any insurance which Teladoc Health is required by law or which is considered commercially reasonable to cover insurable risks which Teladoc Health may assume as a result of entering into this Agreement, and in particular the insurance requirements of Section 6.04;
- (e) not knowingly take any action or make any omission that may injure or damage NLHS's reputation or operations; and
- (f) not recruit or otherwise engage physicians who are actively practicing within the province of Newfoundland & Labrador to provide Healthcare Services.

For the purposes of paragraph 6.03(f), "actively practicing" means those physicians who, at the time of engagement or attempted engagement: (i) hold a license in Newfoundland & Labrador; (ii) are engaged in the practice of medicine in Newfoundland & Labrador, and (iii) provide services to a regional health authority within Newfoundland & Labrador. Notwithstanding the above, Teladoc Health may recruit or otherwise engage actively practicing physicians as described above where the provision of such services by the physician occurs outside the physician's normal hours of work (i.e. after hours, weekends) and does not impact the physician's duties and/or obligations to the regional health authority or the amount of service provided by the physician through any arrangement or engagement, whether formal or informal, that the physician may have with a regional health authority to provide services.

- 6.04 Teladoc Health shall during the Term and at its own expense acquire and maintain a commercial general liability insurance policy including bodily injury, death and damage to property in the amount of at least ten million dollars (\$10,000,000.00) and a cyber security and privacy liability policy in the amount of at least forty million dollars (\$40,000,000.00). These insurance policies shall be primary and not require the sharing of any loss by any insurer of NLHS and be procured from an insurance company licensed to do business in the province in which NLHS has its principal place of business.

The commercial general liability insurance policy required under this Article 6 shall name NLHS as an additional insured, and contain a provision stating that such policy will not be cancelled, materially changed or permitted to lapse unless the insurer notifies NLHS in

writing at least thirty (30) days prior to the date of the cancellation, material change or lapse.

Teladoc Health shall also provide certificates of insurance to NLHS upon the signing of the Agreement, on an annual basis for the Term, and upon receipt of a written request from NLHS.

- 6.05 Teladoc Health represents that during the Term it will ensure that each licensed healthcare professional engaged by Teladoc Health to provide Healthcare Services in connection with the Project shall have malpractice insurance coverage in place, in all cases complying with the minimum requirements in the Province of Newfoundland and Labrador.
- 6.06 Teladoc Health represents that it is aware of the virtual care fee code(s) and rates associated with the Memorandum of Agreement (MOA) between the Newfoundland and Labrador Medical Association (NLMA) and the Department of Health and Community Services of Newfoundland and Labrador and will similarly compensate physicians for similar services. The Parties agree that the total cost of service for the virtual delivery of care encompasses more than the virtual care fee code and rates. It also includes a service fee in support of overall program management.

Article 7 - Indemnification

- 7.01 Each Party (and "**Indemnifying Party**") shall defend, indemnify and hold harmless the other party and its officers, directors, employees, agents successors and permitted assigns (each an "**Indemnified Party**") from and against all Losses awarded against an Indemnified Party in a final judgement arising out of or resulting from: any third-party loss, cost, damage or expense, including reasonable legal fees and court costs, arising out of:
- (a) bodily injury or death of any person or damage to personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of a Party or its employees, agents or contractors;
 - (b) negligence or wrongful actions of a Party;
 - (c) any error, omission or malfeasance of such breaching Party;
 - (d) material breach of any representation, warranty or covenant set forth in this Agreement;
 - (e) any actual or alleged infringement, violation, or misappropriation of intellectual property rights of any third party; or
 - (f) unauthorized disclosure of Confidential Information.

For greater certainty, in the event both Parties are determined to be responsible for the Losses, the indemnification will only apply to the percentage allocation of the Indemnifying Party's responsibility for the Losses.

- 7.02 **Defense of Indemnification Claims.** An Indemnified Party shall give the Indemnifying Party prompt written notice (a "**Claim Notice**") within ten (10) days after obtaining knowledge of any Losses or discovery of facts on which an Indemnified Party intends to

base a request for indemnification under Section 7.01. An Indemnified Party's failure to provide a Claim Notice to the Indemnifying Party under this Section 7.02 does not relieve the Indemnifying Party of any liability that the Indemnifying Party may have to the Indemnified Party, but in no event shall the Indemnifying Party be liable for any Losses that result directly from a delay in providing a Claim Notice. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). The Indemnified Party shall furnish promptly to the Indemnifying Party copies of all material documents and pleadings relating to the Losses.

7.03 Indemnifying Party Control of Defence. The Indemnifying Party may assume, at its sole option, control of the defence, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section 7.01 (an "**Indemnified Claim**") by sending written notice of the assumption to the Indemnified Party on or before ten (10) Business Days after receipt of a Claim Notice to acknowledge responsibility for the defence of such Indemnified Claim and undertake conduct and control, through reputable independent counsel of its own choosing (which the Indemnified Party shall find reasonably satisfactory) and at the Indemnifying Party's sole cost and expense, the settlement or defence thereof.

7.04 Indemnified Party's Obligations Regarding Indemnifying Party's Control of Defence. If the Indemnifying Party assumes control of the defence under Section 7.03, the Indemnified Party:

- (a) shall fully cooperate with the Indemnifying Party in connection therewith; and,
- (b) may employ, at any time, separate counsel to represent it, provided, that the Indemnified Party is solely responsible for the costs and expenses of any such separate counsel.

7.05 Indemnified Party Control of Defence. Notwithstanding anything to the contrary the Indemnified Party may defend an Indemnified Claim with counsel of its own choosing and without the Indemnifying Party's participation if:

- (a) the Indemnified Claim is one for which the Indemnified Party properly gave the Indemnifying Party a Claim Notice, and the Indemnifying Party failed to assume the defence or refused to defend the claim;
- (b) the Indemnified Claim seeks only an injunction or other equitable relief against the Indemnified Party; or
- (c) the Indemnified Party reasonably believes:
 - (i) that there are one or more legal or equitable defences available to it that are different from or in addition to those available to Indemnifying Party; and,
 - (ii) counsel for Indemnifying Party could not adequately represent the interest of Indemnified Party because such interest could be in conflict with those of Indemnifying Party; or

- (iii) such action or proceeding involves, or could have a material effect on, any material matter beyond the scope of the indemnification or defence obligations of Indemnifying Party.

7.06 Indemnifying Party's Obligations Regarding Indemnified Party's Control of Defence. If the Indemnified Party assumes control of the defence under Section 7.05, the Indemnifying Party shall:

- (a) reimburse the Indemnified Party promptly and periodically for the costs properly incurred in defending against the Indemnified Claim (including legal fees and expenses); and
- (b) remain responsible to the Indemnified Party for any Losses indemnified under Section 7.01.

7.07 Settlement of Indemnified Claims by Indemnifying Party. The Indemnifying Party shall give prompt written notice to the Indemnified Party of any proposed settlement of a Indemnified Claim. The Indemnifying Party may not, without Indemnified Party's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder unless such settlement, compromise or consent:

- (a) includes an unconditional release of the Indemnified Party from all liability arising out of such claim;
- (b) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of the Indemnified Party; and
- (c) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of the Indemnified Party.

7.08 Settlement of Indemnified Claims by Indemnified Party. The Indemnified Party may not settle or compromise any claim or consent to the entry of any judgment regarding which it is seeking indemnification hereunder without the prior written consent of Indemnifying Party, unless:

- (a) if the Indemnified Claim is one for which the Indemnified Party properly gave Indemnifying Party a Claim Notice, and the Indemnifying Party fails to assume the defence or refuses to defend the Indemnified Claim; and
- (b) such settlement, compromise, or consent:
 - (i) includes an unconditional release of the Indemnifying Party from all liability arising out of such claim;
 - (ii) does not contain any admission or statement suggesting any wrongdoing or liability on behalf of Indemnifying Party; and,

- (iii) does not contain any equitable order, judgment, or term (other than the fact of payment or the amount of such payment) that in any manner affects, restrains, or interferes with the business of Indemnifying Party.

7.09 In defending against any claim or action pursuant to Section 7.01 based upon an allegation that the Teladoc Health Services infringes the intellectual property rights of a third party, Teladoc Health may at its option:

- (a) procure for NLHS the right to continue using the Teladoc Health Services; or
- (b) modify or replace the Teladoc Health Services so that it no longer infringes.

This Section 7.09 represents Teladoc Health's entire liability and NLHS's exclusive remedy for any infringement of intellectual property rights of a third party.

7.10 As it relates to direct party claims, in the event that either Party intends to make a payment to a third-party (including but not limited to ransomware payments) for which it intends to seek damages from the other Party, such Party will not make such payment without the prior written approval of the other Party, such approval not to be unreasonably withheld.

7.11 Teladoc Health's total liability (including the liabilities of any Affiliate to Teladoc Health, director, officer, employee, agent or contractor) relating to claims for damages arising from or relating to its performance of this Agreement shall be limited to direct damages and shall in no event exceed forty million dollars (\$40,000,000).

7.12 NLHS expressly waives any right to seek indirect or consequential damages for claimed losses arising from or not directly relating to the performance of this Agreement from Teladoc Health including, without limitation, claims for loss of business, data, revenue, profits, or goodwill, even if the Parties had knowledge of the possibility of such damages and whether or not such damages are foreseeable.

Article 8 - Data Transmission Security

8.01 Data transmission security is the process of sending data from one computer system to another in a secure manner so that only the intended recipient of the data receives the data and the data sent is identical to the data received. When ePHI is transmitted over an electronic communications network i.e. "the internet", transmissions of ePHI to and from Teladoc Health will utilize a secure method of communication, e.g., Secure File Transport Protocol ("SFTP").

Both NLHS and Teladoc Health are expressly prohibited from indirectly or directly, knowingly violating or attempting to violate the security of the other Party's data network, including, without limitation, accessing data not intended for such user or logging into a server or account which user is not authorized to access, attempting to probe, scan or test the vulnerability of the system or network or to breach security or authentication measures, scanning or testing the performance of the system or network, attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "trojan horse" to the web site, overloading, "flooding", "mail bombing" or "crashing", or sending unsolicited electronic mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. Teladoc Health or NLHS will investigate occurrences that may involve

such violations and may cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

Further, the Parties shall comply with the terms and conditions described in the Data Sharing Agreement attached hereto as Schedule "C".

Article 9 - Dispute Resolution

- 9.01 The Parties shall resolve any dispute, controversy, disagreement, or claim arising out of, relating to or in connection with this Agreement, or the breach, termination, existence or invalidity hereof (each, a "**Dispute**"), under the provisions of this Article 8 before commencing any court action.
- 9.02 **Negotiations.** A Party shall send written notice to the other Party of any Dispute ("**Dispute Notice**"). The Parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves, including without limitation not fewer than two (2) negotiation sessions. In the event that such Dispute is not resolved on an informal basis within thirty (30) Business Days after one party delivers the Dispute Notice to the other party, either Party may, by written notice to the other Party ("**Escalation to Executive Notice**"), refer such Dispute to the executives of each Party who shall meet within five (5) Business Days from the sending of the Escalation to Executive Notice. Such meeting shall be held at a neutral location in the Province of Newfoundland & Labrador or can be held virtually.
- 9.03 If the executives cannot resolve any Dispute within five (5) after the date of the Escalation to Executive Notice (the last day of such time period, the "**Escalation to Mediation Date**"), either party may initiate mediation.
- 9.04 **Mediation.** Subject to Section 9.02, the Parties may, at any time after the Escalation to Mediation Date, submit the Dispute to any mutually agreed to mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator's fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. The place of the mediation shall be in the City of St. John's, Newfoundland and Labrador. The language of the mediation shall be English.
- 9.05 The Parties further agree that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and lawyers, and by the mediator and any employees of the mediation service, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 9.06 **Litigation as a Final Resort.** If the Parties cannot resolve for any reason, including, but not limited to, the failure of either Party to agree to enter into mediation or agree to any settlement proposed by the mediator, any Dispute within thirty (30) Business Days after

the Escalation to Mediation Date, either Party may file suit in the courts of the Province of Newfoundland and Labrador.

Article 10 - Miscellaneous

- 10.01 **Entire Agreement; Amendment; Severability.** Unless otherwise explicitly agreed to by both Parties, this Agreement (including the Schedules attached hereto) constitutes the entire agreement by and between Teladoc Health and NLHS relating in any manner to the Project, and any representation, warranty, covenant, understanding or agreement not contained or incorporated in it by reference shall be of no force or effect. This Agreement supersedes all prior discussions, writings, and agreements between the Parties relating to the subject matter hereof. This Agreement may only be modified in writing, signed by an authorized representative of each Party. In the event any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 10.02 **Waiver.** Any failure on the part of a Party to comply with any of its obligations, agreements, or responsibilities under this Agreement may be waived by the other Party to whom such compliance is owed. No waiver of any provision of such agreements shall be deemed a waiver of any other provision, nor shall any waiver constitute a waiver of any failure other than that waived.
- 10.03 **No Third Party Beneficiaries.** No person other than the Parties and their respective successors and permitted assigns is intended to be a beneficiary of this Agreement. In executing this Agreement, the Parties do not intend to create third-party beneficiary rights in anyone not a Party to the Agreement.
- 10.04 **Assignment.** Neither Party shall have the right to assign a right or obligation under this Agreement, other than with the express written consent of the other Party, which consent shall not be unreasonably withheld.
- 10.05 **Force Majeure.** Neither Party shall have liability to the other as a result of a Force Majeure Event; provided, however, that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and restores performance as soon as such causes are removed. For purposes of this Agreement, "**Force Majeure Event**" means an event not reasonably foreseeable, beyond a Party's reasonable control, and occurring without its fault or negligence, including, without limitation:
- (a) an act of nature, such as fire, flood, earthquake, storm, tornado, lightning, landslide, sink hole, or outbreak of disease;
 - (b) a service failure caused by third parties, such as a power or utility outage or a labor dispute affecting suppliers or subcontractors;
 - (c) a civil disruption such as war, invasion, insurrection, trade embargo, or activities by terrorists or public enemies; or,
 - (d) action by a governmental body that enjoins or prevents performance by a Party.

10.06 **Notice.** All notifications, consents, reports, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given:

- (a) five (5) business days after being mailed (with return receipt requested);
- (b) when emailed; or,
- (c) one (1) business day after being sent via a recognized overnight courier service, to the Parties at the following addresses, or pursuant to such other instructions as may be designated in writing by the Party to receive such notice:

If to Teladoc Health:

Teladoc Health Canada, Inc.
Attn: Managing Director
312 Adelaide Street West, Suite 200
Toronto, ON M5V 1R2

With a Copy to:
legalnoticescanada@teladochealth.com

If to NLHS:

Newfoundland and Labrador Health Services
Attn: Strategic Planner, Sourcing a & Contracts
21 Carmelite Road
Grand Falls-Windsor, NL
A2A 1Y4

With a Copy to: open.calls@centralhealth.nl.ca

10.07 **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein, without regard to the conflict of laws principles therein. Jurisdiction and venue for any and all disputes under this Agreement shall be the courts located in St. John's, Newfoundland and Labrador.

10.08 **Language.** The Parties confirm having requested that this Agreement and all notices or other communications relating to it be drafted in the English language only. *Les Parties aux présentes confirment avoir requis que cette convention et autres communications s'y rapportant soient rédigés en langue anglaise seulement.*

10.09 **Joint Preparation.** This Agreement is deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity herein shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

10.10 **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts (and may be executed by way of electronic signature, and if so, shall be considered an original), all of which shall constitute one and the same instrument, and each Party hereto may execute this Agreement by signing one or more counterpart, which

shall not affect the construction of this Agreement. Each signatory represents that they have full authority to sign this Agreement on behalf of the respective Party and to bind and obligate such Party to the terms hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health Canada, Inc.

**Provincial Health Authority, o/a
Newfoundland and Labrador Health
Services**



Name: Carlos Bueno
Title: International President
Date:

Name: David Diamond
Title: CEO
Date: November 7, 2023

Name: Joby McKenzie
Title: Managing Director
Date:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health Canada, Inc.

**Provincial Health Authority, o/a
Newfoundland and Labrador Health
Services**

DocuSigned by:

Carlos Nueno

Name: Carlos Nueno
Title: International President
Date: 11/6/2023

Name: David Diamond
Title: CEO
Date:

DocuSigned by:

Joby McKenzie

Name: Joby McKenzie
Title: Managing Director
Date: 11/6/2023

Schedule "A"

THE RFP



Open Call for Bids Request for Proposals (RFP)

VIRTUAL CARE SOLUTION(S)

RFP # 2022-2728

SPECIFICATIONS

**Eastern Health
Central Health
Western Health
Labrador-Grenfell Health
Newfoundland and Labrador Centre for Health Information**

Schedule A - Specifications/Statement of Work

Central Regional Health Authority (Central Health) is administering this RFP on behalf of NL Centre for Health Information (the Centre) to submit proposals for a provincial virtual care solution. This will be in accordance with the specifications and requirements set out in this RFP, as well as the Public Procurement Act.

The term of the agreement will be for a contract period of two (2) years with an option to extend for an additional one (1) year.

Schedule of Events

Issue Date of Request for proposals (RFP)	September 8, 2022
Deadline for Questions	72 hours prior to submission deadline
Submission Deadline	September 29, 2022 @ 2:00pm NL Time
Public Opening	September 29, 2022 @ 2:30pm NL Time
Finalists notified (for Orals)	If required
Oral Presentations	If required
Ratification Period	180 Days

* RFP timetable is tentative only and may be changed by Central Health at any time.

Response Format

All proposal submissions should be a maximum of 25 pages, excluding the cover page, and appendices, and must be submitted in the format provided by the RFP:

- Executive Summary
- Corporate Capability (Proponent(s) or Proposed Resources experience in relation to the work to be performed)
- Schedule A - Specifications
 - Resume(s) for proposed resource(s) - To be attached as an appendix (if applicable)
- Schedule B - Financial Proposal
- Schedule C - RFP Form
- Schedule E – Unfair Advantage and Conflict of Interest Statement
- Schedule F - References (minimum of 2)

Proposals that fail to meet these requirements in full will not be considered for further evaluation.

EVALUATION CRITERIA	WEIGHT (%)
Mandatory Requirements (Submission of all required documents)	Pass/Fail
The value proposition including solutions that will create physician and nurse capacity within NL, sustain and enhance the delivery of healthcare services, improve health outcomes, create operational efficiency, and adhere to standards of quality and safety.	30%
Human Resourcing (including Non-Competing Opportunities) see Note*	10%
Technical Requirements	25%
Implementation plan and schedule and required technical and human resources	10%
Schedule B - Financial Proposal	25%
Maximum Possible Score	100%
Orals/Interview (if applicable)	Score Adjustment

**Note: Points will be awarded to vendors that demonstrate Non-Competing Opportunities, as defined below, for physicians practicing within the province.*

Non-solicitation of physicians practicing within the province

The successful third-party vendor will agree not to recruit or otherwise engage physicians who are actively practicing within the province of Newfoundland & Labrador to provide services to the RHA pursuant to any successful proposal and subsequent agreement. For the purposes of this requirement, “actively practicing” means those physicians who, at the time of engagement or attempted engagement:

- i) hold a license in Newfoundland & Labrador;*
- ii) are engaged in the practice of medicine in Newfoundland & Labrador, and*
- iii) provide services to an RHA within Newfoundland & Labrador.*

Notwithstanding the above, the successful third-party vendor may recruit or otherwise engage actively practicing physicians as described above where the provision of such services by the physician occurs outside the physician’s normal hours of work (i.e. after hours, weekends) and does not impact the physician’s duties and/or obligations to the RHA or the amount of service provided by the physician through any arrangement or engagement, whether formal or informal, that the physician may have with the RHA to provide services (“Non-Competing Opportunities”).

Specifications

Background

Physician Coverage for rural Category B Emergency Departments has been an ongoing issue due to human resource shortages in clinical areas specifically, emergency room physicians. At times, the Regional Health Authorities (RHAs) have had to close these emergency departments and divert patients to the next nearest Emergency Department. There have been measures put in place by some RHAs to offer Virtual Emergency Room (VER) services at Category B sites where an additional

physician is available at a Category A emergency site to provide oversight. If there are no additional physicians and other clinicians to support a Virtual ER then full diversion is put in place. VERs help support lower CTAS acuities (i.e. as defined on the Canadian and Triage Acuity Scale (CTAS)), and help avoid additional strain on the other sites.

Access to Primary Care Providers (i.e. Family Doctor or Nurse Practitioner) in the community is another ongoing challenge which also directly impacts on the number of emergency room visits and unnecessary visits. Patient Connect NL is a registry that compiles a list of individuals who have been identified as being without (i.e. unattached to) a Primary Care Provider (PCP) in Newfoundland and Labrador (NL). The information provided on Patient Connect NL is currently being used to plan and improve access to Primary Health Care (PHC) in NL with the goal of connecting individuals to a PCP. Virtual care solutions are required to meet immediate health care needs of these unattached patients as they await connection to a primary care provider. Such a solution would consequently be expected to decrease unnecessary ER visits.

Problem Statement

The immediate requirement for NL is the establishment of a Provincial Virtual Care Team, consisting of physicians and appropriate clinical professionals (such as nurse practitioners, registered nurses, paramedicine, and allied health) to provide VER services, as well as PHC services for unattached patients provincially. The Provincial Virtual Care team will be staffed 24x7x365 for VER services and Monday to Friday (8am – 8pm NST) for PHC services. Clinical teams will be located throughout the province (including working from home opportunities). Vendors must demonstrate set up for the healthcare providers (including site and location of staff).

In order to help mitigate the impact of Emergency Department diversions and closures in rural NL, Emergency Departments in the RHAs require increased physician capacity:

- to provide appropriate virtual emergency care services to Category B Emergency Departments; and
- to provide appropriate virtual PHC coverage to unattached patients throughout the province.

As such, NL is requesting proposals for innovative virtual care solutions to address these two issues. The “solution” being both technology plus a roster of available physicians (provided that such roster of available physicians complies with the non-solicitation and Non-Competing Opportunities requirements contained herein) in which category B sites (within NL) can choose to engage. Vendors are required to provide separate pricing for each of the VER and PHC service components. The Province, at its own discretion, may choose to award the RFP either whole or in part to the successful vendor.

Overview

Virtual Care holds significant opportunities for improved access to quality healthcare, especially for rural and unattached patients, and allows operational flexibility options for physicians and other primary care team clinicians. Provincially there is an opportunity through virtualization of care to

provide additional supports to existing emergency room services and PHC services to unattached patients while diverting PHC needs away from emergency departments across the province.

In Newfoundland and Labrador, Virtual Care models currently in place include:

1. **The Provincial Virtual Care Program:** the primary platform for the health authorities for Virtual Care services in the province. The program is operated by the Newfoundland and Labrador Centre for Health Information and connects healthcare providers with patients/clients/residents through video conferencing technology offered within healthcare facilities and through home-based connections. The system is used by many physician specialties and their patients throughout the province. In 2021-2022 there were over 412,000 virtual care appointments between healthcare providers and patients/clients/residents using the Virtual Care Program's solutions. Primary care settings in NL are also equipped with virtual options embedded into their Electronic Medical Record platform.
2. **The provincial 811 HealthLine:** this is a confidential and free telephone line staffed by experienced Registered Nurses (RN), Nurse Practitioners (NP), and Dietitians, located throughout the province, taking roughly 15,000 to 20,000 calls per month. RN tele-triage is available to all residents of NL any time, day or night; NP virtual care daily between 8:00 a.m. and 8:00 p.m.; and dietitian services Tuesday to Thursday. The HealthLine RNs triage the presenting issues, and provides advice to help callers manage their physical and mental health or that of their families as well as provide health information, mental health and addictions referrals, and system navigation. The NPs provide prescription refills, and episodic care for urgent non-emergent concerns.
3. Across the province VERs have been established for Category B ERs to connect to a physician within the Category A site for virtual coverage. Patients are triaged at the Category B site and using video conferencing units, examination cameras, and eStethoscopes, patients are assessed virtually. A VER has additional staffing models such as double physician coverage at the Category A site and additional RN coverage at the Category B site to support patients.
4. Northern Community Clinics are established to increase access for primary health care and urgent and emergency services in rural/remote communities. Urgent and emergent services are assessed by a Category A physician at either the Labrador West Health Centre, Labrador Health Center or Charles Curtis Memorial Hospital and/or Category B at White Bay Central Health Center, Strait of Belle Isle Health Center and Labrador South Health Centre for clinical support/assessment. NL has long-term recommendations to assist with this issue coming from the Health Accord (HA) Report and Blueprint. As the HA recommendations are approved and implemented the service envisioned in this procurement will have to be aligned with those plans.

General Requirements

The successful Virtual Care Team may be asked to assist and expand services to create a pathway for unattached patients who are registered with Patient Connect NL (or occasionally in instances where an individual's PCP may be unavailable without alternate coverage) or have sought care with 811 and the service triaged was out of scope (e.g., recommended to follow up with primary care provider for in-person assessment). The Virtual Care team will triage patients based upon acuity and determine appropriateness of care delivery (i.e., diversion of certain patients to the primary care team to provide care versus the Virtual ER team). This Virtual Care Team can triage and refer unattached patients to the primary health care stream, or to the virtual ER. Vendors must outline all triage options within their proposals, including health providers and any technology enabled triage such as voice triage, chat bots, and/or artificial intelligence. Vendors must outline any evidence-based care standards and clinical algorithms that would be used by the virtual care team.

Vendors must provide the required health providers along with the digital technology to operate such offerings as outlined above, including the following requirements:

- Vendors to provider staffing coverage for **VER 24x7x365**.
- Vendors to provider staffing coverage for **PHC Monday to Friday (8am – 8pm NST)**.
- Vendors provide the security program behind such an offering with the most recent risk assessment performed along with management's response to any risks identified in the security program and associated technologies.
- Vendors to provide details to specific peripheral devices required at Category B sites for patient assessment (i.e. digital stethoscope, otoscope, examination camera, etc.).
- Vendors to provide evidence that demonstrates security compliance with established market standards (NIST, ISO, and Service Organization Control-SOC 2) and satisfaction of all aspects and regulations defined in the **Personal Health Information Act** and **Access to Information and Protection of Privacy Act**.
- Vendors provide their Patient Health Information data management framework.
- The solution should utilize HL7, V2, V3, FHIR compliant standards. Communications with the solution is through series of interfaces and Application Programming Interfaces (APIs) utilizing HL7 messaging standard. The API framework and details must be provided.
- Please note, an information sharing agreement will be established with the successful vendor to ensure the sharing of patient information from the vendor to the publicly funded health care delivery services of NL to ensure the continuity of care between such a service as being envisioned through this procurement and the existing public health care services of NL.

Vendors must propose a suite of virtual care options that will be employed to support virtual care teams. A "software as a service" (SAAS) model is preferred. A Canadian – hosted solution is required.

Use Cases (vendor is encouraged to provide any additional use cases their solution offers):

- A. Patient Connect NL – A patient registered with Patient Connect NL requests a virtual visit through the Provincial Virtual Care Team. The validated patient registers and requests an

appointment with the team within 24 hours or specified timeframe. The patient submits reason/symptoms and is triaged by the Virtual Care Team.

- B. 811 Caller – A Caller has been assessed via provincial 811 service and is recommended to follow up with their primary care provider within specified timeframe. Patient is not registered with Patient Connect NL but cannot see their primary care provider within the timeframe. Patient requests appointment within specified timeframe with the Provincial Virtual Care Team (where clinically appropriate).
- C. Emergency Room Visit CTAS 4 & 5– Patient presents at an emergency department with CTAS 4 or 5 seeking care. Patient is offered an appointment and transferred to the Provincial Virtual Care Team within the current facility to connect with team and/or offered home based appointment.
- D. Emergency Room Visit CTAS 2 & 3 – Patient presents at a virtual emergency department with CTAS 2 or 3 seeking care. Patient is triaged and seen based on level of acuity.
- E. Transfer – Patient is seen by a provider on the Provincial Virtual Care Team and further care requirements are determined. Coordination of patient transfer is arranged to the nearest Emergency Department.

Implementation Requirements

Vendors must propose a detailed project and implementation plan including time to implement, change management, communication plan and a support model for health care providers and patients.

Plans must include timelines and hours associated with each component of the project including dedicated time required by any provincial (clinical/technical/support services) resources for implementation. Timelines to be established based on dedicated resources for the project.

Dedicated resources must be assigned to support project management, clinical education, as well as change and communication management.

Vendors are to separately identify within their financial proposal any one time costs versus annual sustainment costs.

Vendors are to provide separate financial proposals for the VER service and PHC service components.

The Newfoundland and Labrador **Personal Health Information Act** will be the legal framework for the handling of personal health information. Vendors are to outline how they will adhere to this legislation.

Clinical Information Workflow Requirements

Vendors must demonstrate how clinical information is shared across health information systems, including:

- Must allow clinical information to be sent to healthcare facilities (ex. Transfer to emergency services).
- Must allow clinical information flow and communication with transport team (Air and Road Ambulance) including cellular and/or satellite capabilities.
- Must allow clinical orders to be sent to appropriate healthcare department, pharmacy, community center, community primary care provider, etc.
- Must be able to integrate with Provincial Clinical Information systems according to HL-7 version 2.3 or higher messaging specifications.
 - The vendor **must** have the ability to maintain a mapping table for all HL7 data.
 - The vendor **must** have the ability to customize any HL7 interface.
- Ensure all logical and physical architectural diagrams and descriptions provided include any integration components.
- Vendors must specify any third-party software involved including any customizations if applicable.
- Minimal specs for workstations or other communication devices used to operate the virtual healthcare solution.
- Vendors must demonstrate any SIP integration capabilities.

Provider and Patient Accessibility

Vendors must demonstrate how their virtual care solution can support provincial accessibility, including:

- How solution supports low bandwidth service areas;
- Opportunities for home based and healthcare facility-based connectivity; and
- Demonstrate accessibility of solution including interpretive services, supported/translation languages, closed captioning, transcription, and any other features.

Privacy and Security

Vendors must include a complete list of security features for the virtual care solution, including:

- full description of the proposed project;
- complete list of information that will be collected;
- flow of clinical information including an information flow diagram;
- retention schedule of clinical information;
- destruction of clinical information when / if no longer required;
- solution security white papers;
- identification of potential risks associated with the collection of information;
- identify high availability with no downtime procedures;

- outline/define process on how issues are to be reported back to NLCHI / RHAs using solution;
- identify test and development environment (sandbox);
- identification of physical safeguards employed by the vendor to protect information gathered;
- identification of administration safeguards employed by the vendor to protect information gathered;
- identification of technical safeguards employed by the vendor to protect information gathered;
- identification of access control features that will be employed including a list of positions with access to the system (list to be provided prior to signing a final contract);
- complete security and threat risk and vulnerability assessment performed on all systems supporting the virtual care solution; and
- other security assessment information that can be provided.

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Mandatory Requirements:

Synchronous and Asynchronous Requirements

Vendor must demonstrate how they meet the following criteria for both synchronous and asynchronous:

	Criterion	Description
Mandatory (Pass/Fail: will not proceed to rated if fail)		
Synchronous		
	Will enable service agreements for virtual visit services	Solutions will allow providers to send and receive service agreements, instructions and other supporting materials related to registration for virtual visit services to the patient and/or caregivers.
	Will support patient consent for virtual visit services	Solutions will allow clinicians to obtain documented consent or record informed patient consent to use virtual visit services to communicate medical information in the patient's medical record.
	Will allow patient to manage their user profile	Solutions must allow patients to manage and edit their user profiles and preferences.
	Will allow patient to change account password and authentication information (Except username or userID, that should not be changed by the user)	Solutions must allow patients to set and change their passwords and other authentication information.
	Will allow provider and patient to end a virtual visit	<p>Solutions must allow providers to determine when a virtual visit is complete .i.e. Solutions must not default to ending a video or secure messaging visit based on elapsed time or number of transactions.</p> <p>Note that patients and/or caregivers must also be allowed to end a virtual visit; however, it will not be formally documented as a completed visit in the virtual care solution unless the provider identifies it as completed.</p>

	Will enable unscheduled synchronous virtual visits	Solutions must allow providers to immediately initiate a synchronous virtual visit.
	Will enable multipoint synchronous virtual visits	Solutions must support synchronous virtual visits between a provider and two or more endpoints. Endpoints may be providers, the patient or other authorized participants.
	Will provide an audio-only option, or a mix of audio and video connected users of the solution.	If circumstances do not support a video visit, the solution can accommodate an audio only visit, e.g. as a result of insufficient bandwidth or lack of camera.
		Solutions must provide the ability to toggle between video 'on' and 'off' settings.
		Solutions must provide the ability to toggle between audio 'on' and 'off' settings.
		Solution must provide the ability for a chat functionality that can run in parallel to the virtual visit.
Asynchronous		
	Will enable service agreements for virtual visit services	Solutions will allow providers to send and receive service agreements, instructions and other supporting materials related to registration for virtual visit services to the patient and/or caregivers.
	Will support patient consent for virtual visit services	Solutions will allow clinicians to obtain documented consent or record informed patient consent to use virtual visit services to communicate medical information in the patient's medical record.
	Will allow patient to manage their user profile	Solutions must allow patients to manage and edit their user profiles and preferences.
	Will allow patient to change account password and authentication information (Except username or userID, that should not be changed by the user)	Solutions must allow patients to set and change their passwords and other authentication information.

	Will allow provider and patient to end a virtual visit	<p>Solutions must allow providers to determine when a virtual visit is complete .i.e. Solutions must not default to ending a video or secure messaging visit based on elapsed time or number of transactions.</p> <p>Note that patients and/or caregivers must also be allowed to end a virtual visit; however, it will not be formally documented as a completed visit in the virtual care solution unless the provider does so.</p>
	Will enable provider to initiate virtual visit conversation	Solutions must enable providers to initiate a virtual visit conversation.
	Will enable patient to initiate a virtual visit conversation	Solutions must enable registered patients to send providers a message request about a health issue or concern.
	Will enable provider to accept or decline a virtual visit request	<p>Solutions must enable providers or delegates to accept or decline patient's request for a visit. Acceptance allows a visit to be automatically scheduled or, at the provider's option, triggers the start of a visit.</p>
		Solution automatically notifies requester of the provider's acceptance or decline of request.
Privacy and Security		
Privacy		
	Will support auditing	Solutions that capture or manage PHI must have a mechanism to support auditing of activity by provider or patient, and produce a log report of when PHI was accessed, used, copied, modified, disclosed, or deleted: by a user/providers and/or a patient.

	Compliance with privacy legislation and regulations	Solution Providers must comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and other privacy legislation applicable to the healthcare provider. Specifically, Solution Providers must meet jurisdictional healthcare privacy legislation for the collection, use, disclosure and protection of health information (PTIPPA in NL).
	Will provide an up-to-date Privacy Impact Assessment (PIA)	Solution providers that actively access, capture, or manage personal health information must provide an up-to-date privacy impact assessment (PIA) with no major risks outstanding and confirmation that all applicable laws, regulations and policies are met.
	Shared accountability for privacy and security is documented	When there is a shared responsibility between the Purchaser and the Solution Provider for meeting Privacy and Security requirements, then the Solution Provider must be able to provide implementation guidance with configuration steps and settings to enforce requirements, including steps to disable functionality that cannot comply.
Security		
	Vendor systems must be appropriately protected	Vendor devices must run anti-malware or EDR, and be free from malware, spyware, and any such harmful or malicious software.
		Vendor has a defined patch and vulnerability management plan that assures timely patching of all devices and systems.
		Vendor has defined procedures for appropriate destruction and disposal of devices, media that, at any time, was used to store sensitive data.

	Will provide registered users with individual access credentials	Solutions must provide registered users that have been authorized by the healthcare organizations or networks with unique credentials (username and password).
		Vendor has physical security controls in place to protect any devices from harm.
		Vendor must have a formal process for user registration that requires management approval.
		Vendor must enforce a strong password policy for components providing or supporting the provision of services to NLCHI.
		Vendor must ensure timely and appropriate privilege review and adjustment following user role change.
	User connectivity (including privilege users) must be adequately protected	All user connectivity to vendor systems using unknown or unsecured networks (e.g., internet) must be protected using approved cryptographic controls.
		Access to PHI across unsecured networks (e.g., Internet) must use multi-factor authentication.
		All privileged (e.g., administrator) remote access to vendor components or services must enforce multi-factor authentication.
	Vendor solution authorizations are managed, and management approved	Vendor, in collaboration with NLCHI, incorporates the principles of least privilege, need to know, and separation of duties.
	Security patches and updates are provided	Solutions providers must have a mechanism that allows for notification of security updates. The solution must identify if updates are security related (or "mandatory").
	Vendor has taken appropriate steps to ensure resiliency of services	Vendor facilities for housing equipment and staff used to provide services to NLCHI are

		protected against environmental threats.
		Vendor has appropriately identified security staff and procedures to ensure continued security during and following an incident.
		Vendor has capacity and performance management monitoring and controls in place to ensure availability of services is maintained.
	Vendor has documented an approved security policy	Vendor has a documented security policy that is communicated to, and understood by, all staff and external parties that provide or support services provided to NLCHI.
	Vendor has an established security program	Information security responsibilities are defined, allocated, and executed properly.
	All information flows and transfers must be documented and protected	All information flows must be adequately protected in accordance to the sensitivity of the data being transferred, especially when using open, unprotected networks (e.g. Internet).
	Vendor, in performance of services to NLCHI, monitors and remains compliant to legislation	Vendor and vendor staff must continuously remain compliant to NL legislation, including PHIA, ATIPPA, IMA, RA.
	Vendor must ensure use of only approved cryptographic controls	All cryptographic controls must be compliant with CSEC recommendation.
	Vendor must have risk management processes within the organization that include and address cyber risk	Vendor must periodically assess cyber security risk as part of the organizations risk management processes.
		Vendor must have third party risk assessments done on all services and infrastructure used to provide services to NLCHI and provide the resulting report and mitigation strategy to NLCHI, at a minimum annually.

		Cyber supply chain risks are assessed, managed and agreed to by NLCHI for any devices, services, and third-party partners.
	Business continuity and disaster recovery	Vendor has defined, documented, and regularly tested business continuity, backup and disaster recovery plans (that include any third-party arrangements).
	Vendor applies network security controls	Vendor networks adhere to network segregation (a.k.a Zoning) standards.
	Cyber training and awareness	All vendor staff are provided cyber training and awareness
		All administrators have tailored cyber training applicable to their roles and functions in delivering services for NLCHI.
		Any third-party arrangements include cyber security roles and responsibilities, as applicable for the delivery of services to NLCHI.
	Data security controls and measures are in place	Data at rest is protected using approved cryptography methods.
		Data in transit is protected according to the sensitivity of the data, and using approved encryption.
		Vendor has controls in place to ensure data is only destroyed or deleted in accordance with defined policy and retention schedules in accordance to NLCHI policy.
		Vendor has security controls in place to stop data leaks.
		Vendor has security controls in place to log/audit all access to NLCHI data and services, which are available via client run reports.
	Segregation of IT environments	The vendor has an environment separate from production for development and testing.
	Secure Operating practices	The vendor follows change, release problem, and operational incident management best practices.

		Vendor has documented cyber incident response plan.
		Vendor has security controls in place to detect and correlate IT events to prevent and stop cyber-attacks.
		Technical security assessments (vulnerability assessments, penetration tests) are periodically executed on vendor environment, and identified risks are appropriately addressed.
		Security program compliance audits are periodically executed (minimum annually) on vendor environment by a third party, and identified risks are appropriately addressed.
	Secure HR practices	Vendor implements sound hiring practices, including screening of staff, confidentiality oaths, and as applicable, any other terms and conditions with providing services to NLCHI in a secure manner.
	Will provide registered users with secure access credentials	Solutions must provide registered users that have been authorized by the healthcare organizations or networks with unique identification logins and passwords.
	Security patches and updates are provided	Solutions providers must have a mechanism that allows for notification of security updates. The solution must identify if updates are security related (or "mandatory").
Rated - all rated requirements will be written in a manner that allows for scaled evaluation.		
Synchronous -		
	Solution supports patient to be accompanied by their caregivers during a virtual visit	Vendor to describe how the solution will enable patients, caregivers, and providers to participate in virtual visits, including offering a mechanism for caregivers or family members authorized by

		the patient or the patient's representative to join a virtual visit.
	Solution supports a virtual waiting room	Vendor to describe how the solution supports a virtual waiting room feature, allowing the clinician to control when participant(s) join the synchronous virtual visit.
	Solution enables scheduled synchronous virtual visits	Vendor to describe how solution will allow providers or their delegates to schedule a synchronous virtual visit.
	Solution supports one video session at a time	Vendor to describe how the solution only allows the provider to start a video session with a patient/caregivers when the provider's previous video session with another patient is marked as complete and/or with explicit invitation to join the session.
		Solutions will allow physicians/healthcare providers to import a scheduled event from a secured internet Calendar data source.
	Solution shows calendar of virtual visit appointments	Vendor to describe how solution will show providers or their delegates a calendar of all virtual visit appointments: <ul style="list-style-type: none"> ● The participants ● Date, time, duration ● Type of virtual visit ● Reason for visit
Asynchronous -		
	Solution supports patient to be accompanied by their caregivers during a virtual visit	Vendor to describe how the solution will enable patients, caregivers, and providers to participate in virtual visits, including offering a mechanism for caregivers or family members authorized by the patients or their representatives to join a virtual visit

	Solution supports bi-directional exchanges	Vendor to describe how solution enables patients/caregivers to send follow-up questions before the visit can be closed.
	Solution allows providers to flag and filter “high importance” messages	Vendor to describe how solution has the ability to flag and filter “high importance” messages to or from patients.
	Solution supports read receipt before a visit can be completed	Vendor to describe how solution will confirm that medical advice has been read by the recipient before a visit can be completed by providing a read receipt.
	Solution exports message thread for documentation in the patient’s medical record	Vendor to describe how the message thread including attachments is transferable to a legal medical record for clinical documentation and audit purposes. This includes supporting Canadian interoperability standards for this purpose. (Interoperability standards are proposed in the companion document, Virtual Care – Interoperability and Technical Approach.)
	Solution allows different user roles to triage or manage messages from patients	Vendor to describe how solution will enable healthcare organizations and providers to configure how patient messages are reviewed and managed. This might involve manual or automated triaging of patient requests.
		Vendor to describe how solution will allow role-based access or to receive, triage, respond, forward messages, archive messages, and add providers or teams to a conversation.
	Solution ensures unique identification of patients and providers	Vendor to describe how solution will provide mechanisms to ensure unique identification of patients and providers in support of accurate encounter documentation.
Privacy -		

	Solution verifies users and their identities	Vendor to describe how solution facilitates identity proofing of users and subsequently validate identity of end users. This should be done with an equivalent level of assurance as an in-person visit.
		Vendor to describe how they will provide implementation guidance for how to protect PHI and other sensitive data that cannot be protected within the solution. Implementation guidance must indicate all storage locations of PHI, including temporary storage locations. Implementation guidance must include configuration requirements to enable this functionality, if required
Security		
	Solution verifies users and their identities	Vendor to describe how solution facilitates identity proofing of users and subsequently validate identity of end users. This should be done with an equivalent level of assurance as an in-person visit.
	Will provide for Role Based Access Controls	Vendor to describe if and how solution will support Role Based Access Controls (RBAC), with granularity of access such as: <ul style="list-style-type: none"> ● Read only access ● Read and write access ● No access
	Solution protects all data, whether in transit or at rest, from unauthorized disclosure and/or modification	Vendor to describe how solution will use industry standard cryptographic and hashing mechanisms to encrypt and safeguard PI, PHI and other sensitive data within the solution.
	Solution supports two-factor authentication	Vendor to describe how solution provides the ability to enforce multi-factor authentication, and/or for users to set-up two factor authentication as part of their profile.

Service Levels - - Information Request Only - Mandatory/Rated Requirements will come through jurisdiction specific RFQ		
	Reliability	Requires High Availability (HA) with no downtime. Vendor to describe service levels related to unplanned outages/service interruptions in a month and how this is maintained
	Availability	Required HA with no downtime. Vendor to provide standard up time/availability to users except approved maintenance windows/planned outage and how this is maintained
	Monitoring and Reporting	Vendor to describe health check, service monitoring and operational report generation capabilities
	Incident Resolution Time	Vendor to describe issue resolution time SLA for high priority incidents and how this is maintained
	Support Responsiveness	Vendor to describe how Help Desk functions, including Responsiveness SLA to customer reported issues
	Support Structure	Vendor to describe support structure and services available, with response targets.
	Issue escalations	Vendor to describe escalation procedures available for operational issues.

Schedule "B"
THE PROPOSAL



Platform and Program Services

End-to-end licensable virtual care platform and operational support that helps hospitals and health systems deliver convenient care securely

Response for:

Newfoundland and Labrador Centre for Health Information

RFP # 2022-2728 Virtual Care Solutions

Issue Date: **September 8, 2022**

Due Date: **October 6, 2022**

Submit to: **Merx Portal, Envelope 1**

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Attachments

- ISO Certification and AWS SOC 2 Report Attachment A**
- Security and Reliability Attachment B**

I. Executive Summary

Our Understanding of NLCHI's Vision & Needs

We are honored to respond to the Newfoundland and Labrador Centre for Health Information ("NLCHI") request for a partner to enable a Virtual Care solution to help address persistent shortages of primary and emergency care clinicians in the province.

We understand NLCHI is seeking a partner to deliver two province-wide virtual care programs:

1. VER - 24/7/365 emergency physician coverage supporting up to 20 rural Category B Emergency Departments; and
2. PHC - primary health care coverage 8am to 8pm NST for ~26K unattached patients, as well as some attached patients who cannot see their family physician in a timely manner, across the entire province.

To deliver these programs, NLCHI requires a partner that can provide a team of triage agents and virtualist clinicians to deliver the care services, and a robust technology stack that enables the needed clinical workflows from end to end.

We also understand that there is a time-sensitive need to address the clinician shortage in the province; thus, we are willing to work with you to implement coverage as soon as possible upon award with basic requirements to quickly get started by the end of 2022, then scale up to a more comprehensive model that leverages the scale of Teladoc Health's enterprise-level virtual care platform, Solo™.

Proposed Solution

Teladoc is the world's largest and most comprehensive virtual care company. We have co-designed and developed solutions nearly identical to what NLCHI is contemplating hundreds of times across dozens of health systems spanning vast geographies. We have drawn from several capabilities in the Teladoc platform to propose a solution that not only leverages capabilities we already have in Canada today, but also our global innovation pipeline to shape how virtual care will be done tomorrow.

To launch a solution in 2022 to NLCHI's specification, we recommend a 2-phased approach.

Phase 1

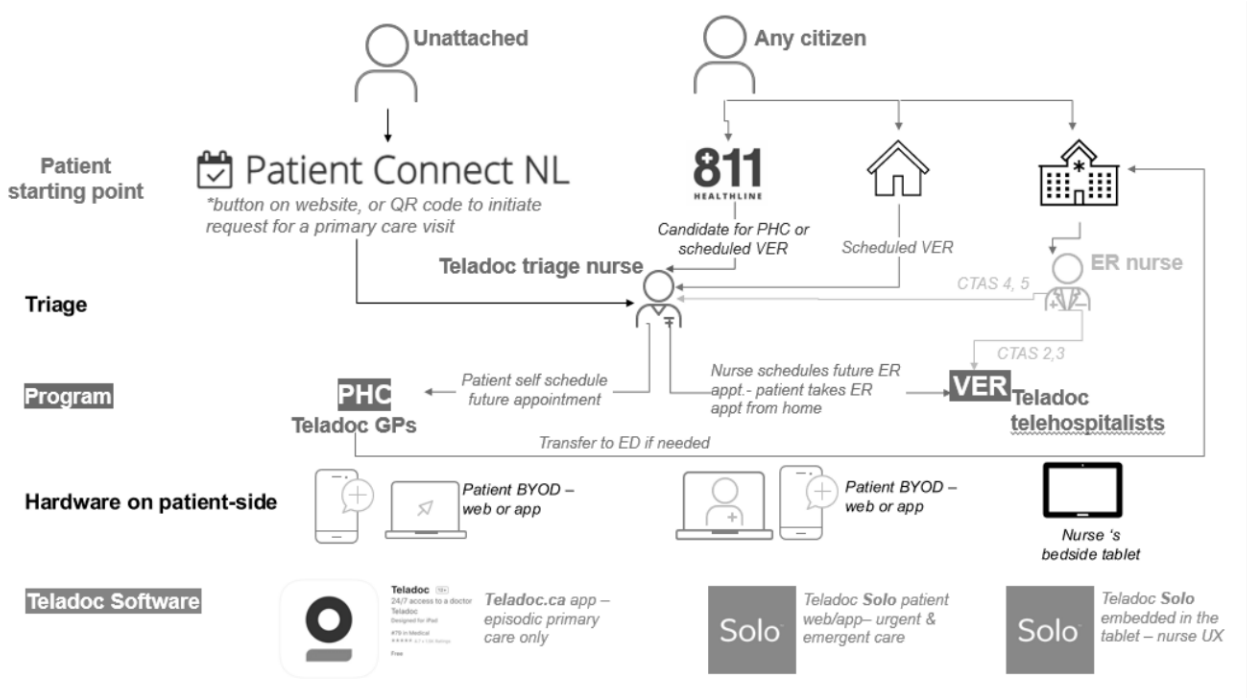
Phase 1 is implemented upon contract signing and can immediately onboard all 26K unattached patients for the PHC program and up to 5 'early adopter' Category B EDs for the VER program. In this phase, there will be limited integrations with clinical information systems, and a central intake/triage process.

The core virtual care technology engine for the overall program is Teladoc's Solo™ platform. Because the VER program will require more co-design work with your local stakeholders, we propose to deploy a separate virtual care tool for the PHC program in the immediate term, as we already have the program operational and can put Patient Connect NL patients onto the platform accessing licensed physicians with minimal design work or integrations. That is, in Phase 1, Teladoc Health clinicians will conduct virtual care on two different Teladoc virtual care software platforms – a more patient-driven 'on demand' experience for the PHC program (Teladoc.ca app), and a more clinician/bedside-driven experience for

the VER program initiated by bedside nurses at Category B sites (on the Solo software).

We designed the following workflow (Figure 1) for the Solution based on dozens of similar use cases we have deployed across large, rural geographies across North America.

Figure 1. Solution workflow



Step 1 – Access

We understand that patients may initiate their path accessing urgent virtual care from at least four starting points:

- Patient Connect NL – the 26K patients rostered to the waiting list could get access to a link, QR code, app or button on a website (or all 4!) that they ‘press’ when they need to see a physician.
- Category B Emergency Departments – up to 20 sites may implement the VER. When a patient (attached or unattached) presents there and is triaged, those at CTAS levels 2-5 can be streamed to either program (see Triage stage for more details)
- 811 HealthLine – nurses may triage patients to either program, regardless of whether they are part of Patient Connect NL or not
- From Home – we have added a new use case that was not contemplated in the RFP documents. This is where a patient at home – regardless of whether they have a physician or not – feels they need to go to an ED for an emergency. They are educated to ‘book’ a virtual ED appointment from home. This channel is a very common approach to virtual ED across Canada.

Regardless of where the patients originate (except for CTAS 2&3 situations), patients enter the program via an intake process on the Teladoc Solo virtual care platform, which is first reviewed by the Teladoc Triage Nurse. Details on the Solo platform are described in Section III, Specifications of this proposal.

Step 2 – Triage

There are two triage roles that ultimately route patients to one of the two programs.

Category B sites. The nurse or other licensed professional in the ED at the Category B sites determines if the patient is CTAS 2/3 or 4/5. If CTAS 2/3, the nurse immediately requests a VER physician service from the bedside using the Solo software on a dedicated tablet. If CTAS 4/5, the ED nurse documents the minimal intake information in Solo, and directs the patient to return home where they will receive an invitation for a future appointment with a physician and will be triaged by a Teladoc nurse at appointment time (described next).

Teladoc Health. Patients that initiate the service themselves from the provided website, app, link, QR code, or potentially telephone, complete consent and intake steps via the Teladoc Solo software. We will jointly design the intake workflows with you leveraging hundreds of customizable pre-built primary care practice forms in the Solo platform. When they submit their intake, they are put into a waiting room that the Teladoc Triage nurse manages as a queue.

Another way patients can get to the Triage Nurse is via soft transfer from the 811 HealthLine nurse. We recommend Solo licenses for 811 HealthLine nurses so they can chart their call information in the Solo record for the Teladoc Triage Nurse to see.

Patients can also be routed to the Teladoc Triage Nurse is from the Category B sites, as described briefly above. When patients present at the ED with CTAS 4/5, the on-site nurse conducts the 'intake' on behalf of the patient using a tablet for the ED loaded with a simple interface for Solo, and the patient will be put into the queue **to be scheduled for a future appointment with a physician.**

Regardless of how patients get to the Teladoc Triage Nurse's queue, all inbound requests for service appear in the same queue and can be prioritized visually by the nurse. Once in the queue, the Teladoc Triage nurse can either route the patient to the PHC or VER service without talking live to the patient, or the nurse can connect live with the patient on the Solo platform. The nurse can then decide the appropriate program to triage the patient to.

Step 3 – PHC and/or VER Program

After the ED Nurse Triage or Teladoc Nurse Triage stage, one of three paths are possible for the patient:

- **PHC program** – if the patient is unattached or has a long wait for a primary care appointment with their own physician, they are given a 'code' to access an on-demand general telemedicine appointment on the Teladoc general telemedicine platform. On this path, patients have either instant access to a physician (less than 1 hour wait, usually 15 minutes), or they can schedule an appointment for a convenient time. These appointments will be on the **Teladoc.ca** app via web or mobile device (Android or IOS). By using this software separate from Solo for Phase 1, your 26K unattached patients can start receiving care 24/7 (not just 8 am to 8 pm) using our current network of virtualist GPs, licensed to practice in NL, without waiting for Solo to be configured for the more comprehensive system integrations required for the VER program.
- **VER program at the bedside** – if the patient is CTAS 2 or 3 when presenting in the ED, the on-site nurse will use their tablet loaded with the Solo software to create an on-demand encounter with the on-call virtual Emergency Medicine physicians who are on the shift at that time. The on-call physicians pick up the visit from their queue and connect into the nurse and patient in the ED. They connect to the patient via the Solo software and the care exchange is initiated. Vitals and images are viewed if needed, and notes are charted within Solo. Family members, interpreters or other

health professionals can readily be added to the visit via the Solo software. After the visit is concluded, notes are signed and follow-up actions are given to the patient. This includes the option to schedule a follow-up visit with either the VER program or the PHC program.

- **VER program at home** – a new workflow we suggest NLCHI adopt is the option for the Teladoc triage nurse (or the ED nurse) to route the patient to conduct a scheduled visit with an Emergency Medicine physician in the VER program, even if they are not onsite at the ED. The appointment can be set up at any point in the future, usually within a couple of hours of triage. The patient can take the appointment form wherever they are and get the notification about the appointment via SMS text or email.

Details on how the Teladoc software solutions power the PHC and VER programs are provided in Section III, Specifications, below.

The above Phase 1 solution is our initial attempt at designing a service that can quickly meet your needs, while ensuring an exceptional experience for your patients, your on-the-ground clinicians, and our virtualist clinicians.

This Phase 1 design is reflected in the monthly and one-time pricing provided. Post-contract signing, Phase 1 can be operational in as little as 60 days. If contracting is expedient and there is a staffed NLCHI team available to work quickly with our implementation team, we could go live with 100% of patients and clinicians for PHC and a few ED sites by December 2022. We suggest Phase 1 last until June 2022, we capture learnings, and transition to some or all the proposed full solution in Phase 2 in 2023.

Phase 2

Phase 2 expands and extends the services and capabilities from Phase 1 through a more fulsome requirements gathering and design period over 3-6 months post-contract signing. This includes a more systematic expansion to all the Category B EDs, integrations with NLCHI's info-structure assets, and harmonization of the software platform and user experience across both programs. In this phase we suggest including Teladoc's world leading medical grade care location devices ("robots") and associated peripherals at the Category B sites to open up the opportunity to provide improved remote presence of our virtual physicians – as well as your own remote intensivists and other hospitalists – to any ED in the province.

We provide additional descriptions of these Phase 2 and other Value-Added Services & Solutions from the Teladoc platform briefly below, and in detail in The Pricing Assumptions and Value Add Proposal provided in Envelope 2, Financials.

Value Added Services & Solutions

We have a comprehensive suite of Value-Added Services and Solutions for NLCHI to consider implementing into the program in 2023, including:

- **Accenture support** – to support change management, communication and stakeholder engagement, leveraging a similar roll-out they are supporting in Nova Scotia.
- **Engagement Center** – access to Teladoc's industry-leading suite of marketing and communications resources to reach Newfoundland citizens so they are aware of the programs
- **Solo + Teams** – users can deliver or experience virtual care within the Microsoft Teams experience, opening up access to many additional features such as real time transcription

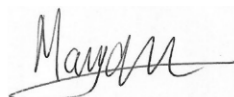
- **Telemedicine devices** – devices to facilitate virtual care for emergent cases where the physician needs to get a better visual read or vitals on the patient with Solo software out of the box.
- **Voyce Translation Services** – accessible within 30 seconds during a consult, in 40+ languages
- **Imaging module** – integration with PACS systems for real time viewing of images
- **Integration services** – HL7, API, SIP Gateway, etc.
- **Mental Health teletherapy** – on demand access to Teladoc’s licensed psychotherapists, psychologists and psychiatrists for 1:1 virtual counselling sessions
- **MyStrength mental health support** – Affordable self-directed digital cognitive behaviour therapy tool for a range of mental health challenges, supported 24/7 by a dedicated coach
- **Chronic conditions management** – Digital therapy for chronic conditions leveraging connected devices in the home, content, coaches and an AI engine for comorbid conditions including diabetes, hypertension, heart failure and chronic kidney disease.
- **Consultant connect** – platform to instantly connect physicians in the PHC or VER to a specialist for a quick (1-2 minutes) consultation instead of having to go through the traditional fax-based referral process that leads to waits of weeks/months/years to see the specialist
- **Remote monitoring** – at home monitoring of vitals via our partner Cloud DX.6

Our Partnership Approach

Teladoc Health’s mission is to work relentlessly on your behalf to provide clinical and operational excellence for these two ambitious and important programs. Your dedicated account management team includes a Teladoc Health Canada executive (Dr. Zayna Khayat), Business Development Manager (Maryam Hassani), a Teladoc Technology Project Manager (TMP), a Solution Services Delivery team (for implementation), a Solution Design team, a Trainer, and an Account Manager post deployment. This teaming model ensures your satisfaction throughout discovery, contracting, implementation, testing, go-live, ongoing operations and future evolutions beyond the initial Phase 1 roll out. As noted above, we also suggest we team up with our long-time value-add partner – Accenture – to deliver a fulsome implementation, communications and stakeholder management plan based on the support role Accenture is currently providing for a similar program in Nova Scotia.

We look forward to meeting with your team to gain a better understanding of your vision and goals for these programs, and review how our unique capabilities in Canada can support you and the province as your virtual medical care solution partner.

Yours in health,



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II. Corporate Capability

Teladoc Health is the world's leading enabler and provider of virtual care. We deliver on-demand healthcare anytime, anywhere, via mobile devices, the internet, video, and phone. Our platforms and care solutions support the full spectrum of health— from wellness and prevention to urgent and high acuity care to complex and chronic care management in the community.

Teladoc originally incorporated as a privately owned, venture-backed company in 2002. In July 2015, Teladoc Health became a publicly traded entity. Globally, Teladoc Health has ~5,000 employees, and a separate Teladoc Medical Group of more than 7,000 “virtualist” clinicians who are board-certified in internal medicine, pediatrics, family or emergency medicine.

Since inception, Teladoc Health has experienced tremendous growth, grounded in continued innovation and strategic business acquisitions. Most recently, this growth included the acquisition of InTouch Health (providing software, medical-grade telehealth devices and tailored services for hundreds of hospitals and health systems globally). It also included merging with the global leader in digital chronic condition management Livongo, offering remote chronic condition monitoring and management programs that include personalized tools and support for managing comorbid conditions such as diabetes, hypertension, mental illness, kidney disease, and heart failure.

Teladoc Health's vision is to make virtual care the first step on any healthcare journey. Virtual care uniquely streamlines the experience and guides people to the right care, right away—improving health outcomes faster. We are creating a new kind of healthcare experience with greater convenience, outcomes, and value by:

- Delivering virtual care for people through integrated care models, mental health services, telehealth services including primary care, acute care, critical care, chronic care, and specialty care
- Enabling virtual care for health professionals and healthcare delivery organizations through software platforms, telehealth devices and programs
- Empowering healthier lives through connected remote monitoring devices, digital behavior change programs and expert health coaching.

We partner with over 12,000 organizations around the world, including more than 650 health systems across 4000+ sites in 177 countries including the US, Canada, Latin America, South America, Europe and Asia-Pacific.

Teladoc Health Canada, Inc.

In Canada, Teladoc Health has established a subsidiary, Teladoc Health Canada Inc. with a local leadership team led by General Manager Dr. Joby McKenzie and the Hospital & Health Systems team led by Dr. Zayna Khayat.

Under the leadership of Canadian Medical Director Dr. Timothy Foggin, Teladoc Health Canada manages the Canadian Medical Group of virtual physicians and other health professionals who deliver virtual care services with client programs across Canada. Amongst our hundreds of clinicians licensed to deliver care virtually in Canada, we can readily allocate 30 or more of our general and emergency medicine physicians licensed to practice in NL to support the two programs. As the programs ramp up, we can recruit additional capacity to meet the need – we expect that at full scale the program will require up to 70 affiliated Teladoc Health Canada physicians. Because our clinicians live across

Canada, they can be available across a broader set of time zones than Atlantic business hours if they are leveraged for the Program, which will facilitate better availability and access.

As noted in the Value-Add section above, Teladoc has two important partners in Canada that we are offer as an extension of our team to amplify the impact of the programs – Cloud DX (remote home monitoring) and Accenture (communications and change management support).

III. Specifications

A. General Requirements

Physician Coverage: Teladoc Health Medical Group

Teladoc Health's Canadian physician network is in place and ready to begin work for NL for the full PCH program, and initially up to 5 ED sites for VER. We will draw on our current pool of 350 Canadian licensed physicians, of which dozens from outside NL are already x-licensed to practice in the province. We are pleased to serve NL citizens in both English and French.

Physicians who are part of the Teladoc Medical Group must hold a medical license in good standing and have at least five years of work experience. Medical licensing, training and education, work history and malpractice history are all verified before acceptance.

To ensure our physicians provide the highest quality of care to our clients, Teladoc has a rigorous credentialing process, proprietary clinical guidelines, and ongoing quality assurance. These efforts are led by our medical advisory committee, a Credentialing Committee, and a Quality Assurance Committee. We also convened a national consensus group of physicians who helped develop our set of proprietary, evidence-based clinical guidelines for the telephonic and audio-video treatment of common, uncomplicated medical conditions. We apply an extensive QA audit process against those proprietary clinical practice guidelines as well.

Diligent oversight is core to all our medical services. Our clinical leadership team, chaired by our chief medical officer, directs our medical network. Using clinical intelligence derived from millions of virtual care visits, we analyze care patterns and outcomes data. Provider dashboards and ongoing peer feedback serve as a foundation for clinical innovation and continuous quality improvement. Together with our global Medical Advisory Board and the Quality of Care and Patient Safety Committee of our board of directors, we hold ourselves to the highest standards and practice at the leading edge of evidence-based standards of care.

Further still, because Teladoc physicians deliver more than 15 million virtual visits a year to more than 75 million people globally, and our Solo software enables 5 million visits within other health systems each year, we have well-honed algorithms and protocols for routine primary care and emergency medicine that will be leveraged for the NLCHI virtual care services.

PCH Program Coverage Model

The PCH program will be serviced by board-certified, Canadian College of Family Physician general practitioners from outside of Newfoundland licensed to practice in the province. These physicians are already part of the Canadian Teladoc Medical Group and can start delivering care upon program launch, via the Teladoc.ca patient-facing app (web or mobile or tablet). After triage most PCH patients will get to a live physician within 1 hour, with a median wait of 15 min across our national network. We

expect to start with 12 NL-licensed physicians available in four-hour shifts Monday to Friday, 8 am to 8 pm NST, and will adjust our capacity up or down based on demand.

Our general medicine physicians in Canada have been treating common and routine conditions associated with nearly 1,000 diagnostic codes for several years in Canada. 92% of patients' needs are resolved in the initial visit.

VER Program Coverage Model

The VER program will be serviced by board-certified physicians either trained in – or with 5+ years' experience in – emergency medicine. We currently have 6 physicians ready to go and can readily ramp up to the total we think will cover 100% of virtual visits across 20 sites (up to 30 by end of 2023).

The VER physicians will be part of a dedicated program for NL's VER. They will work in 4-hour shifts over the 24-hour period, 7 days a week. To start we expect to staff the service for the first handful of EDs (up to 5) with our current roster of emergency medicine physicians, and then ramp up as more Category B sites are set up and onboarded.

The VER physicians will also all reside outside of NL but will be licensed to practice in NL.

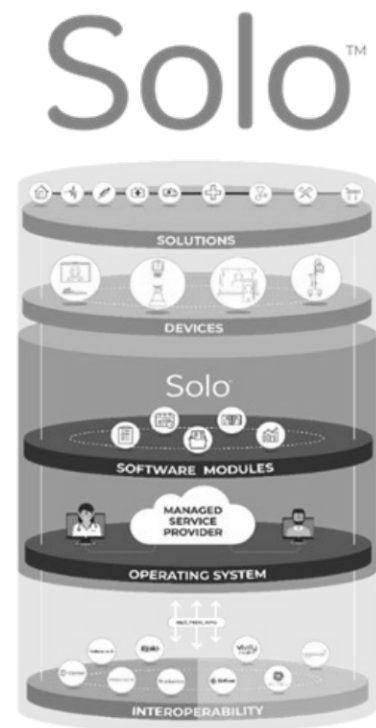
Triage Nurses

Based on the information provided and our estimates of volumes for the program, we have planned for 6 full time equivalent Teladoc Triage Nurses to support the program.

Core Software: Teladoc Health's Solo Virtual Care Platform

The Teladoc Health Solo™ platform, supported by the Teladoc Medical Group's Canadian licensed physicians is the core technology enabling the program. In Phase 1 we have augmented Solo with the Teladoc.ca patient-facing app to support the visits stage of PHC program. As noted previously this allows us to get started with our current physician network in less than 60 days. The initial triage that routes patients to the PHC service will be conducted by the nurse on the Solo platform (without asking the patients to learn or download any software – any patient interfaces in the triage stage are via web). Soft hand offs of any clinical records from Solo will be done via secure transfer from the Triage Nurse to the physicians in the PCH program. By Phase 2 (mid 2023) we aim to consolidate both platforms into a unified experience.

Figure 2. Solo platform layers



The Solo Platform

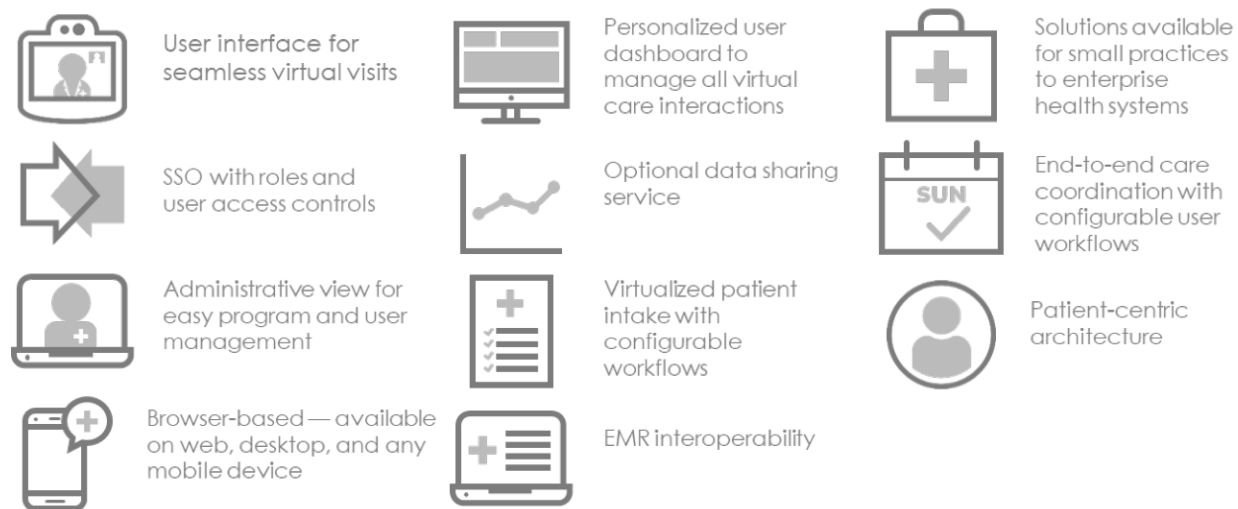
Solo is Teladoc Health's cloud-based telehealth platform architected for complex health systems and healthcare delivery organizations. It serves as the foundation layer for our health system clients' virtual care program(s), at an enterprise-level scale. It provides a single licensable SaaS platform across any level of acuity or care setting. The platform offers an intuitive user interface for seamless virtual care exchanges.

Figure 2 illustrates how Solo sits as a layer between back-end systems at the bottom (if required), and patients or providers who connect via their own devices or purpose-built devices, at the top.

The Solo solution has a comprehensive set of features and capabilities that offers NL regional health authorities the flexibility to scale virtual care services from low acuity primary care/urgent care to lifesaving, critical care tele-consultations. The software platform runs through our proactively monitored cloud and communications network and includes a personalized dashboard for clinicians and program administrators to manage all stages of virtual care encounters.

[Click here](#) for a short video overview of the Solo solution. Key features of the Solo platform that can be enabled for the Program include:

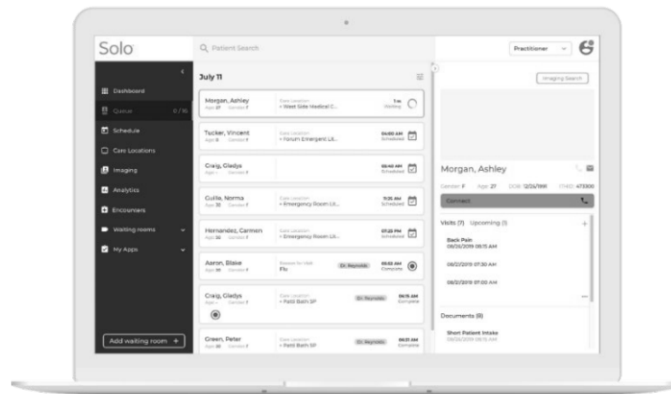
Figure 3. Solo features



The following are a few core components of the solution that are relevant to the vision and design of NLCHI's Virtual Care solution:

Patient Intake

The intake module enables patients and/or the Teladoc or ED Triage Nurses to automate their intake process. In the workflow for intake, the Program can include things like eligibility checks, medical questionnaires, signatures for consent, etc. All patient information and documentation forms collected through patient intake is available to the Teladoc provider or any consented NL providers licensed on the Solo platform. Standardizing this procedure reduces inefficiencies for both patients and staff with a self-service check-in, eliminating manual data entry, and increasing the flowthrough of patients seen. [Click here](#) for a demonstration of the Intake module.

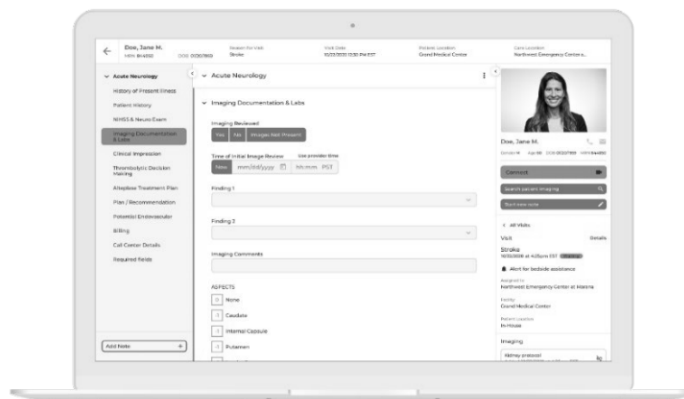


Waiting Rooms

Patients connect online in real-time with the Triage Nurse and/or their VER emergency medicine physician for care through a virtual waiting room. Regional health authorities can configure an unlimited number of waiting rooms wherein each waiting room enables specific workflow requirements for a given use case (e.g., geography, language, CTAS level). The waiting room configuration includes collection of necessary patient information via Intake forms.

Smart Notes

Smart Notes captures data, notes, documentation and performance metrics across the network of practitioners participating in the Program, whether in person (e.g., nurses at the bedside in the ED) or virtually. It comes with standardized documentation apps validated by providers or custom-designed unique forms (such as for ordering labs, subscribing prescriptions or making specialist referrals). Smart Notes can fit any clinical situation for this program. If integrations are desired and possible, we can also write from Smart Notes directly into the patient's EMR. [Click here](#) for a demonstration of the Smart Notes module.



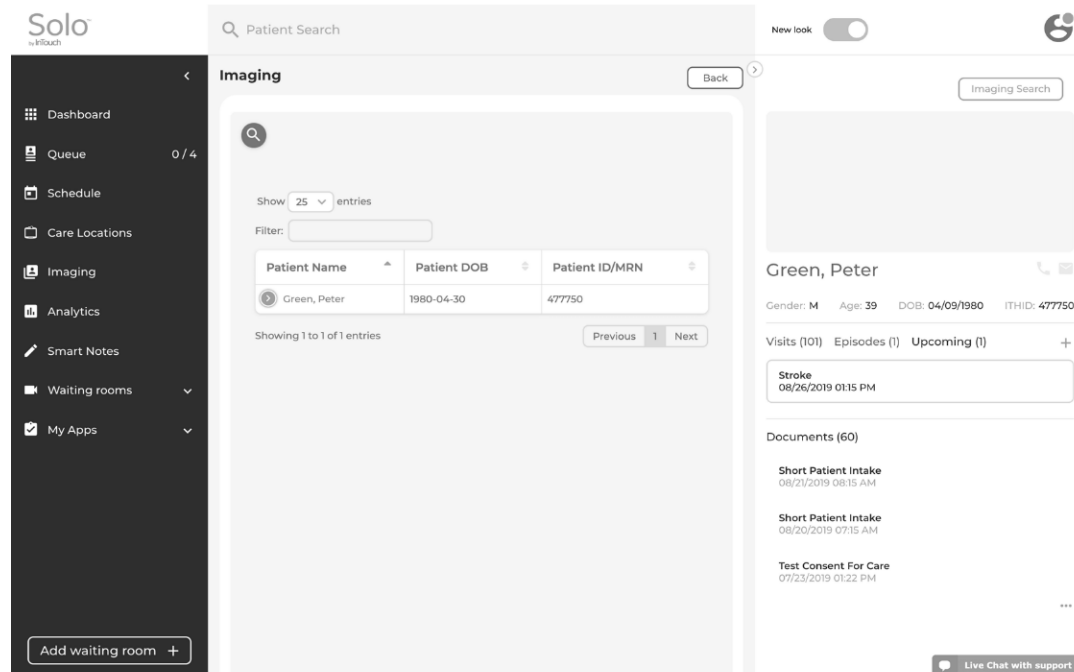
Coordination

Real time communication tools integrated into the virtual care workflow enable delivering care in the program to flow smoothly and efficiently. It supports the Triage Nurse in coordinating between referral sites or clinical sites participating in the programs, and the pool of remote care providers. Increased awareness between the program staff and remote providers improves overall experience, productivity, wait times and care delivery. The physician can also easily invite into the live visit a family caregiver or other clinician. [Click here](#) for a demonstration of how coordination is done on Solo.

Imaging

When we integrate Solo with the local PACS system, our zero-footprint viewer keeps secure patient images from radiology scans directly viewable in Solo. This enables the VER physician to immediately access diagnostic-quality imaging studies in their monitor in real time before/during/after the patient consultation, without having to leave the Solo application.

Figure 4. Imaging viewing within Solo



Other value-add features of the Solo platform

1. Translation Services

Built into a Solo visit is the option for the physician to call in a translator (audio or video) from 40+ languages including ASL and several Indigenous languages. This service is embedded in Solo via our Canadian partner Voyce. Usually, the translator is available within 30 seconds to join the visit. There is an extra service fee for this capability not included in the core pricing provided.

2. Group Visits

The physician or Triage Nurse can readily schedule a VER visit to include a wider group of participants such as family caregivers or other specialists. These group participants can also be invited into a session in real-time by sending them a link via email or SMS, or directly phoning them on a land line or mobile phone (only when running Solo from Teams – see next paragraph).

3. Solo + Microsoft Teams

Teladoc's Solo virtual care platform is fully embedded in Microsoft Teams. For 811 Nurses or other program administrators (or even patients) who prefer to stay within Teams for both their daily work and their clinical workflows, Teams-Solo provides a seamless alternative. In particular, the innovation roadmap between Microsoft and Teladoc offers future technology options that would put NLCHI on the front edge, such as the Nuance natural language processing capabilities of Microsoft that can do real-time translation of the visit so different participants can read what transpired in their own native language.

4. Care Location Devices

Teladoc Health also offers its own purpose-built telemedicine devices to aid in the virtual care interaction between patient and provider at the Category B Ed sites. These devices are the leading-edge tools in the industry, stationed anywhere in an ED (on a cart, on the wall, mounted on a desktop), with the ability to connect to a full range of peripheral devices such as stethoscopes, derm cameras etc. The Solo software powers these devices, making it easy for the nurse at the bedside to initiate the teleconsult with the remote physicians, instead of having to do it from a handheld device or an existing legacy video cart. Teladoc currently offers an optional SIP gateway in Canada to connect to other 3rd party video carts/devices.

5. Remote Monitoring

Teladoc's exclusive Canadian remote home monitoring partners Cloud DX can augment this program by providing the patient a kit from the ED to take home so they can continue to be remotely monitored. The kit includes a blood pressure cuff, weight scale, pulse oximeter and android tablet pre-loaded with care pathways specific to the patient's complex condition. As Cloud DX's remote monitoring system is integrated with Solo, we could envision a separate program for our or your physicians or nurses to remotely monitor high risk patients post-ED discharge. This program could be connected to the province's other RFP that is underway for remote patient monitoring (which Cloud DX has prepared a submission for, with Teladoc Solo as the virtual care platform).

PHC Virtual Care software (Phase 1): Teladoc.ca app

Once a patient is triaged (or self-selects) into the PHC service line, they are given a code and a link to initiate their visit request in the Teladoc.ca patient-facing app, on Android or IOS, or web. The first time they use the app, the patient will need to register so that their information is stored in their portal, and they can include important features such as their preferred local pharmacy, and any wearables to integrate the app with.

To initiate the consult, they can either request a visit immediately or can schedule an appointment at a time of their convenience between 8 a.m. and 8 p.m. NST. Our typical response time for immediate appointments is under 30 minutes.

At the end of the visit, if desired the information about their visit can be shared with other family or professionals in the patient's consented circle of care to facilitate cross-coverage and continuity. Patients have a 72-hour window after a visit during which they may ask questions about their visit through the Secure Messaging Center in the Teladoc Health app. Teladoc Health physicians are required to document all visits and this information is safely stored in the patient's secure electronic health record. Our physicians have access to the member's complete medical history, including clinical summaries of every visit and any follow-up notes from contact through the secure messaging center.

The screen captures from the Teladoc.ca app in Figure 5 depict key stages along the user journey in the PHC program:

Figure 5. Teladoc.ca mobile app



Additional Specifications Requested

- Virtual Care Vendors provide the security program behind such an offering with the most recent risk assessment performed along with management’s response to any risks identified in the security program and associated technologies.**

As the trusted partner of more than 12,000 customers globally, including more than 350 organizations in Canada, Teladoc Health is laser-focused on the security of our members’ data. Common threats to personal health data include, but are not limited to, malware intrusion, API leakage and unauthorized access. To address these risks, we have ensured our solutions are fully PHIA and SOC Type II compliant.

We regard data security as a top priority and manage information to the highest standard. The Teladoc Health security policy is in alignment with the HIPAA Final Security Rule and HITECH to ensure administrative, physical and technical controls are in place. We are HITRUST CSF 9.2 certified which aligns with NIST, ISO and other frameworks. We manage and audit data standards in compliance with industry-defined requirements for protecting and securing sensitive patient and healthcare information.

At a high level, we designed our virtual care platforms to be secure with the following features:

- SOC 2 Type 2 certified data centers
- Network and system access controls
- TLS protocol for in-transit data encryption
- AWS scale/Teladoc Health Application layer
- AES 256 encryption for data at rest
- Remote device management
- Feed encryption/URL masking
- Two-factor authentication
- Comprehensive security log collection and 24/7/365 monitoring
- System and application antivirus, malware and cyberthreat protection

- Vendors to provide details to specific peripheral devices required at Category B sites for patient assessment (i.e., digital stethoscope, otoscope, examination camera, etc.).**

Solo can connect with many standard peripheral devices. We also offer our own proprietary, care location devices to support emergent virtual care at the Category B ED sites. These medical grade devices come in various options, but we recommend our Teladoc Health Mini cart/ table-top/ wall-mount system, pictured below. These devices have our Solo software embedded 'out of the box' and are very easy to use and set up. Any routine peripheral devices (stethoscope, derm wand, pulse ox, etc.) easily connects to our devices, and the data appears in real time on the physician's screen within the Solo windowpane.

Pricing for Teladoc's care location devices and peripherals kits is included in the separate Value Add Proposal document in this submission.

3. ***Vendors to provide evidence that demonstrates security compliance with established market standards (NIST, ISO, and Service Organization Control-SOC 2) and satisfaction of all aspects and regulations defined in the Personal Health Information Act and Access to Information and Protection of Privacy Act.***

Please see Attachment A for Teladoc Health's ISO Certification and AWS SOC 2 Report.

4. ***Vendors provide their Patient Health Information data management framework.***

Access to patient records is delegated through user access permission levels within the organizations to ensure only employees who are required to have access to the health information to perform their job functions are granted these permissions.

5. ***The solution should utilize HL7, V2, V3, FHIR compliant standards. Communications with the solution is through series of interfaces and Application Programming Interfaces (APIs) utilizing HL7 messaging standard. The API framework and details must be provided.***

Our Solo platform is interoperable, and we can integrate with many EMR, scheduling, and other systems that offer an open HL7 or Web Services interface. EMR integrations can exchange information via standard HL7 messages (ADT for patient demographics, SIU for scheduling and C-CDA for visit summaries) or standard FHIR APIs or EMR-specific web services. Prior to contracting, our solution design team will work directly with the Centre to determine what level of integrations may be required. Our team is experienced in designing technical solutions and EMR mapping for healthcare organizations and is prepared to make recommendations based on the workflow desired.

6. ***Vendors must propose a suite of virtual care options that will be employed to support virtual care teams. A "software as a service" (SAAS) model is preferred. A Canadian – hosted solution is required.***

Our Solo enterprise-level virtual care platform is cloud-based solution and delivered as a Software as a Service (SaaS) model. Users can access the platform via an internet browser or mobile app. As a managed service provider, we maintain the platform on behalf of our clients.

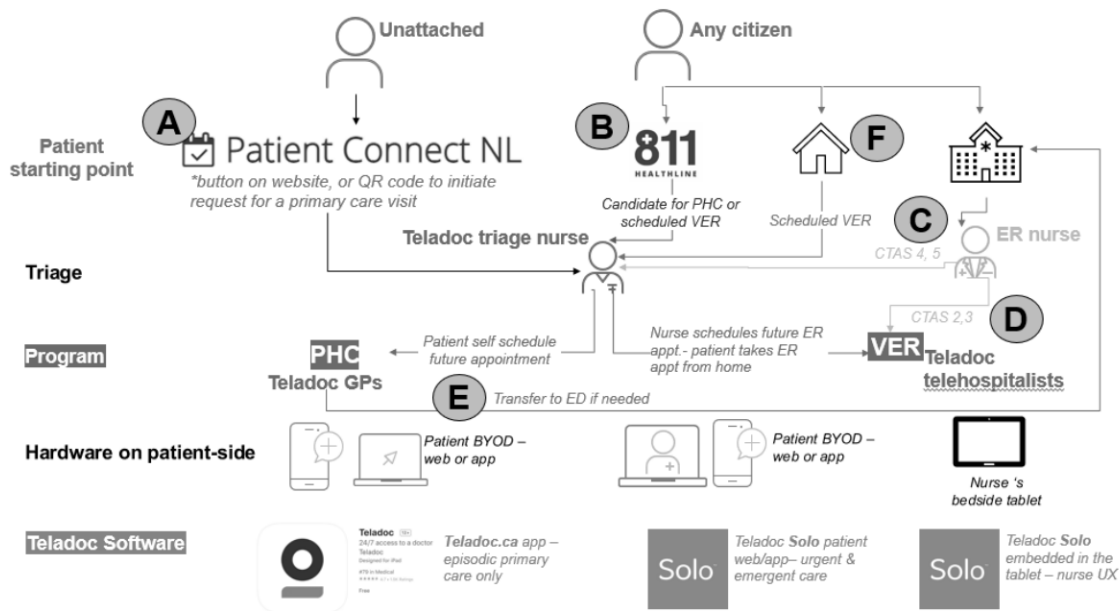
Note – for Phase 1 for the care part of the PHC program, we propose to leverage our Teladoc.ca app for patient-physician care exchanges, which does not operate on a SaaS model.

B. Use Cases

All 5 use cases framed by NLCHI are captured in the overall workflow summarized in the Executive Summary section above. Figure 6 shows how each of the 5 use cases maps to the workflows for the

program, including a 7th use case (“F”) that we suggest including:

Figure 6. Use case mapping to workflow



- A. Patient Connect NL – A patient registered with Patient Connect NL requests a virtual visit through the Provincial Virtual Care Team. The validated patient registers and requests an appointment with the team within 24 hours or specified timeframe. The patient submits reason/symptoms and is triaged by the Virtual Care Team.**

With our Solo virtual care platform, patients can self-schedule an appointment for a virtual visit with a primary care provider OR a virtual ED appointment (see extra use case F below). There are several ways to allow patients to self-schedule: 1) a link embedded into the Patient Connect NL website or any other website where patients can request a virtual visit; 2) a QR code that they can scan which takes them to the intake process to self-schedule a virtual visit; or 3) they can call the Teladoc Triage Nurse directly, who can schedule them for a virtual visit. Either way they complete a customizable intake process, and the Triage Nurse routes them to either the PHC program or VER program based on protocols we develop together.

- B. 811 Caller – A Caller has been assessed via provincial 811 service and is recommended to follow up with their primary care provider within specified timeframe. Patient is not registered with Patient Connect NL but cannot see their primary care provider within the timeframe. Patient requests appointment within specified timeframe with the Provincial Virtual Care Team (where clinically appropriate).**

The patient receives the recommendation from the 811 service line to follow up with a primary care provider (or virtual ED physician – see use case F) by either getting access to a link or phone number to initiate their own self scheduling for an appointment, or the 811 agent can have a Solo license and chart the intake into the patient’s record and then put them into the queue for the Teladoc Triage Nurse to then schedule. Alternatively, they are directed to the Provincial Virtual Care Team website where a link instructs them to self-schedule for a virtual visit.

- C. *Emergency Room Visit CTAS 4 & 5– Patient presents at an emergency department with CTAS 4 or 5 seeking care. Patient is offered an appointment and transferred to the Provincial Virtual Care Team within the current facility to connect with team and/or offered home based appointment.***

There are two pathways a patient can take when evaluated to be at a CTAS 4 & 5 (low acuity):

1) They are sent home and told they will be sent an invitation to schedule an appointment with a physician. The nurse at the ED who does the triage will note the important information in the Solo notes and submit to the Teladoc Triage Nurse who will review in their queue. The Teladoc Triage Nurse will determine if it is more appropriate to set the patient up to schedule a routine PCH appointment or if better to schedule a VER appointment at a time that the attending physician has a free slot. Either way, the patient conducts visit from their home (or any other location) utilizing a laptop, cell phone or tablet with Wi-Fi connection.

2) If there is capacity immediately with the on call VER physicians, they are directed via the ED nurse's tablet or a medical grade device (such as the Teladoc Health mini mentioned above) to request an on-demand ED visit with a virtual care provider on the Solo platform.

- D. *Emergency Room Visit CTAS 2 & 3 – Patient presents at a virtual emergency department with CTAS 2 or 3 seeking care. Patient is triaged and seen based on level of acuity.***

Patient is directed to the ED nurse with a dedicated tablet and an on-site medical grade device (such as the Teladoc Health mini mentioned above) in the emergency department. The nurse opens the Solo software (on her tablet or Teladoc mini device) and requests an on-demand ED visit with a Teladoc virtual care provider. Since their CTAS is measured at 2 or 3 (higher acuity), they utilize the device with peripheral access to provide further medical readings to the virtual care provider (i.e. stethoscope, blood pressure cuff, etc.).

- E. *Transfer – Patient is seen by a provider on the Provincial Virtual Care Team and further care requirements are determined. Coordination of patient transfer is arranged to the nearest Emergency Department.***

If able, the virtual care provider provides guidance on how to get to the nearest ED to be seen in person. Any notes from the Teladoc physician's application can be sent to that ED via secure file transfer.

- F. *ADDITIONAL USE CASE – Virtual ER Appointment Scheduled from Home***

If the patient is at home and feels strongly they need to go to the ER (whether they are attached or not), OR if the Triage Nurse prefers the patient speak to an ER doc, but it is not time-sensitive, there is an option for the Triage Nurse to 'schedule' the patient for a VER appointment at a future time. The scheduled appointment will simply show up in the VER physician's queue when they are in their shift. From there they can conduct the consultation but without the benefit of the peripherals at the bedside.

C. Implementation Requirements

Implementation Methodology

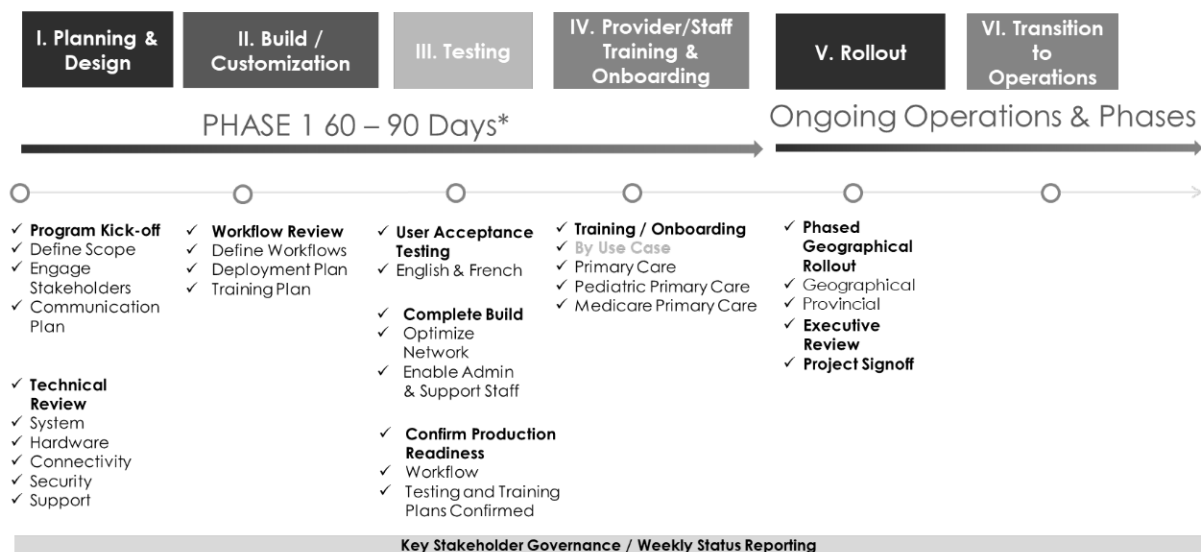
Our overall philosophy for implementation is to account for every task, resource and deliverable. This level of focus and intentionality starts with clearly defined requirements for all project stakeholders including NLCHI appointed resources.

We know a successful implementation goes beyond hitting a scheduled launch date. Teladoc Health provides strong knowledge transfer during the implementation process and post-launch through the following strategies:

- Management of delivery milestones
- Risk prevention strategies
- Adherence to the highest industry standards for quality
- Lean methodology, providing a branded platform quickly
- Guided and flexible implementation schedule with the ability to extend or shorten specific areas depending on needs
- Experienced leadership
- Help documentation library
- Comprehensive training options

The following sample timeline and milestones (Figure 7) highlight Teladoc Health’s implementation methodology for the solution across the key stages of the program in Phase 1. Hours for each role are laid out in the pricing scheme provided in Envelope 2.

Figure 7. Sample timeline



*Contingent on client preparedness and responsiveness.

0. Kick Off

Following contract execution and solution design, the Technical Project Manager (TPM) sets up a kickoff call to introduce our team and review the project plan. The TPM will carefully outline each project task and identify which tasks have dependencies and can affect launch. At the kickoff, our team and NLCHI’s team will synchronize efforts to meet the milestones outlined in the project plan. Successful launch of the Program will be a result of unified coordination and open communication across project teams.

The TPM also schedules status update meetings at the preferred frequency of the client.

The Solution Services Implementation team leads the implementation. This experienced team is well-prepared for managing NLCHI’s program and accomplishing a successful launch. Our best practice methodology ensures a high-quality and timely rollout. Our team works to equip NLCHI’s team with all

project information to make sure all project interdependencies are accounted for at each of the stages of the implementation:

I. Planning & Design

During this stage of the project, Teladoc Health's Solution Design team works directly with the NLCHI team to determine the scope of requirements and customized configurations (e.g., different waiting rooms, intake forms, etc.) to optimize the Program.

Once the Solution Design plan is scoped and approved, the Teladoc Health TPM and Solution Services Implementation team are responsible for providing all support, project planning and communications to NLCHI to launch the Program.

II. Build/Customization

The Solution Design team will work directly with NLCHI to scope the program requirements and any needed Solo configurations to optimize the Program and align expectations. The result of this stage is a Design Summary that provides the functional outline and technical architecture of the platform and maps business requirements to various aspects of the solution that will be implemented for the province.

III. Testing

Teladoc Health establishes and maintains separate and clear processes for development, staging, test/Quality Assurance and production environments. User access is limited for each environment based on security standards.

IV. Provider/staff Training & Onboarding

Standard training for Solo solution is provided for registered users, which may include healthcare providers, coordinators, and program administrators. Teladoc Health offers multiple standard trainings during implementation, and trains system users based on their roles in the program. We design each training session for the personnel roles required to support the Program. Sessions last approximately one hour and content is focused on the Solo platform's functionality. Quick start guides, training videos, and product manuals are also provided.

V. Phased Geographical Rollout

If the number of customized configurations is minimal (i.e., NLCHI can work with the out of the box Solo solution), Teladoc can begin the phased geographic rollout to the various Category B sites within 60-90 days post contract signature.

VI. Transition to Operations

Throughout the stages above, the Account Manager meets with the implementation team to understand NLCHI's goals, deployment and unique needs. This begins the handoff from implementation to ongoing client management.

Throughout ongoing operations, NLCHI can continue to rely on the TPM as the point of contact for communication, training and escalation needs.

Dedicated resources must be assigned to support project management, clinical education, as well as change and communication management.

Resources

We have assembled a teaming model that ensures your satisfaction throughout discovery, contracting, implementation, testing, go-live, ongoing operations and future evolutions beyond the initial Phase 1 roll out.

Your **dedicated account management** team includes a Teladoc Health Canada executive (Dr. Zayna Khayat), Business Development Manager (Maryam Hassani), and Account Manager post deployment.

For the **implementation team** there are key roles on both the Teladoc Health and NLCHI sides, and methodologies that are core to ensuring the proposed timelines, milestones and activities are achieved to implement the solution. The roles include a Teladoc Technology Project Manager (TPM), Teladoc Solution Design team, Teladoc Solution Services Implementation Team, a Teladoc Trainer and the NLCHI Executive Sponsor.

The Technical Project Manager (TPM)

Teladoc Health assigns a dedicated Technical Project Manager (TPM), a leadership role that is responsible for implementation.

Teladoc Health's seasoned TPMs have a depth of experience in the healthcare and telehealth industries, and have a deep understanding of Teladoc Health's products, services, and implementation processes and procedures in a complex health system context. The TPM manages the scope of the project, including NLCHI's priorities, and has technical training to support cross-functional Teladoc Health and client teams throughout the implementation. The TPM assigned to the implementation deeply understands integrations, analytics, budget and project management methodologies.

The TPM oversees the overall project and has the authority to make crucial implementation decisions.

Executive Sponsor (from NLCHI)

The Executive Sponsor provides governance for decisions that need to be made during implementation and ongoing delivery and maintenance. The Executive Sponsor serves as NLCHI's counterpart to the TPM. If there is a delay in client decisions or deliverables, the Executive Sponsor is our first escalation point. Branding, configuring and launching the Program is a collaborative effort with the TPM managing the implementation.

Solution Design team

The Solution Design team has highly experienced Solution Architects who are involved in all aspects of designing and configuration specifications for the technical solutions that enable virtual care at scale for complex healthcare organizations like the Department of Health. This includes EHR/EMR or other third-party integration work (HL7, API, etc.) and other IT or data warehouse mapping for data migration, bulk data loads, etc. as required.

The Solution Design team is closely aligned with the Solution Services-Implementation team and is available throughout implementation to make strategic and clinical recommendations based on the project.

Communications-Change Management-Stakeholder Engagement

We recommend including the value-added services of our partner Accenture to support a fulsome implementation, communications and stakeholder management plan. Accenture is currently providing this level of support for a similar program in Nova Scotia – their insights about key success factors,

what mistakes to avoid, etc. are immeasurable. The proposed approach and team support model is included in the Value-Added Services appendix document, including associated pricing.

Newfoundland and Labrador Personal Health Information Act

Teladoc Health is dedicated to complying with all local and national regulations. We have already ensured our solutions are fully PHIA compliant. We already have had NL-licensed Canadian physicians delivering virtual care safely and securely to Nova Scotia citizens since 2017.

D. Clinical Information Workflow Requirements

1. *Must allow clinical information to be sent to healthcare facilities (ex. Transfer to emergency services).*

Teladoc's Solo platform is interoperable across a variety of health information systems and technologies using open HL7 and/or standard-based APIs (including FHIR) or Web Services interfaces. For example, information can be exchanged via standard HL7 messages. Most commonly these include SIU messages to exchange virtual care appointment scheduling information, ADT for patient information, MDM for documents, ORM/ORU for event-based exchanges, and C-CDA for visit summaries. In addition, the Solo external APIs offer the ability for systems to make API calls to Solo to create/update patient records, create or receive virtual care appointments, receive provider links to scheduled appointments, add or obtain documents, etc.

2. *Must allow clinical information flow and communication with transport team (Air and Road Ambulance) including cellular and/or satellite capabilities.*

If a patient requires road transfer or air transfer, coordination and workflows will be developed to use existing supports such as coordinator of local ambulance to transport to Cat A facility. If required, personnel will have licenses for Solo so they can access and/or write to appropriate patient records.

Teladoc's Satellite-based Remote Presence Networks can function with as little as 300kbps to achieve an audio/video session over a satellite network (except for latency typical of satellite networks). Teladoc Health's Telehealth Network can maintain quality sessions with latency up to 900 ms if all other network characteristics are met. Such a delay will be evident on both sides of any audio, video, or command communication, as is typical of satellite networks.

3. *Must allow clinical orders to be sent to appropriate healthcare department, pharmacy, community center, community primary care provider, etc.*

For the VER program, Teladoc's Solo platform offers several methods for sharing or exchanging health information. For example, for referrals, an optional integration can be implemented to support referral pathways with applications that exist outside of the platform. An integration with a digital prescription service can also be implemented and would require an integration and a custom Statement of Work.

For the PHC program, clinicians can order labs and prescribe medications to be fulfilled at the local collection center or pharmacy of choice of the patient. Ordering diagnostic imaging tests or specialist referrals will require some custom work to ensure our physicians know who is available in the local area.

- 4. Must be able to integrate with Provincial Clinical Information systems according to HL-7 version 2.3 or higher messaging specifications. The vendor must have the ability to maintain a mapping table for all HL7 data. The vendor must have the ability to customize any HL7 interface.**

HL7 version 2.x is supported for both outbound and inbound interfaces to the Teladoc platform. Teladoc Health maintains a table of supported HL7 message types and examples that can be provided to customers upon request. HL7 message formats can also be customized to deliver messages in most formats required by third-party systems using the Teladoc flexible integration framework. The Teladoc and third-party integration teams will work together to ensure the required data is passed.

- 5. Ensure all logical and physical architectural diagrams and descriptions provided include any integration components.**

Upon the execution of an NDA/MSA, Teladoc Health can provide an architectural diagram which reflects the data flow and the Amazon Web Services data center located in Montreal, Canada.

- 6. Vendors must specify any third-party software involved including any customizations if applicable.**

- AWS Pinpoint (Email & SMS)
- Mirth/EMPI (Health Information Systems integration) – as applicable
- Alert Logic (Security logging/ security alert data)
- LogicMonitor (utilization monitoring/ alert data)
- Voyce (translation)
- Cloud DX (remote monitoring of vitals at home)

- 7. Minimal specs for workstations or other communication devices used to operate the virtual healthcare solution.**

Downloadable Provider Access Software (PAS) System Requirements are as follows:

- Windows Operating System (OS): Windows 10 (32-bit and 64-bit) and Windows 11 (64-bit)
 - Note: Windows 11 (64-bit) will be supported in June 2022.
 - Note: Windows XP, 7, and 8 are not supported.
- CPU: Intel i5 1.9Ghz 2Core Class Processor (3rd Generation or comparable)
 - Windows Surface Pro 7s require an Intel i7 processor.
- Minimum Memory (RAM): 6GB
- Minimum Available Hard Disk Space: 4GB
- Video Capture Device: Webcam
- Audio: Speakers and a Microphone
- Monitor Resolution: 1280x800

- 8. Vendors must demonstrate any SIP integration capabilities.**

The Solo platform and Provider Access Software (PAS) supports Session Initiation Protocols (SIPs). Teladoc also maintains its own SIP network where all Teladoc Health's purpose-built devices are proactively monitored.

Teladoc currently offers an optional SIP gateway in Canada. SIP interoperability capabilities remove the requirements for clients to have dedicated registration of endpoints to our cloud and communications network. Clients can maintain existing SIP infrastructure, and we can connect into it through our SIP gateway. This means it is possible to enable dual registrations of single endpoints. For example, Teladoc Health's purpose-built devices can be configured in the

Teladoc Health system with descriptions and their SIP URLs. Access control can be enforced to determine which providers are can access which devices.

E. Provider and Patient Accessibility

Support for low bandwidth service areas

We designed our platform with dynamic bandwidth management adjustments to optimize telehealth video sessions even at low bandwidths. All connectivity between the client and our cloud-based platform runs through our cloud and communications network. This network is designed around a mesh network concept, which provides built in redundancy and failover. Built-in redundancy ensures that providers and patients can connect anytime, anywhere.

Home-based connectivity

As noted previously, any patient participating in the PHC or VER program can connect to a Teladoc physician and/or Triage Nurse from home (or school, their car, work, etc.) via a phone, desktop/laptop website, or mobile/tablet app on Android or IOS. As long as they have Wi-Fi connection, home-based connectivity is possible. Also as noted previously, if Solo in Microsoft Teams is procured, then people can connect by audio into a virtual consult via normal land line telephony, without a Wi-Fi Connection.

For home monitoring of vital signs, Teladoc has a partnership with the leading Canadian remote patient monitoring provider, Cloud DX. They can provide their Connected Home kit to enable home monitoring of vitals for medically unstable patients such as those with CHF, COPD, COVID, post-surgery, or palliative care. In our 'value-add' section of the proposal we suggest ways to integrate Cloud DX's remote monitoring services into the programs. Cloud DX is submitting a response to the parallel Remote Patient Monitoring proposal in Newfoundland. The platform is integrated with Teladoc's Solo platform.

Healthcare facility-based connectivity

Teladoc's full suite of medical grade telemedicine devices can be used for any clinical program of a healthcare facility in situations where the specialized clinician is remote but needs to have eyes on the patient in the facility. Facilities use the devices for remote presence in patient contexts ranging from stroke, ICU, critical care, neonatology, oncology, cardiology, mental healthcare, and 60+ more clinical use cases.

In addition, Teladoc now offers a 'kit' that can convert any in-room TV into a care location device that facilitates virtual care. This "inpatient connected care" program enables virtual nursing wards to manage non-bedside tasks remotely, connection to remote family members, connection to other specialists, and – soon – tele-sitting for high-risk patients (wandering, falls, dangerous behaviour, etc.).

Accessibility

Teladoc Health considers enabling accessibility for our patients to be one of the critical factors influencing the design of our products, processes, and customer service standards.

We prioritize providing accessibility for all patients, including but not limited to those who may experience the following types of barriers: Visual, Moto/mobility, Auditory, Seizures and Learning/Cognitive barriers.

To remove these types of barriers for our members when they use our websites and other digital

content, Teladoc Health follows the internationally accepted Web Content Accessibility Guidelines (WCAG) to provide the following Accessibility features:

- Non-text elements/alternatives (e.g., images)
- Understanding the meaning of the content does not depend on the ability to perceive colours, sounds, object size etc.
- Members can pause, stop or control the volume of any audio that plays for more than three seconds.
- Web pages and links have self-explanatory titles.
- Text can be resized (enlarged).
- Website functions work using a keyboard.
- If there is a short time limit for certain functions, patients can control or extend the time limit.
- No rapidly flashing content on the website or mobile app
- There is nothing on the website or mobile apps that flashes rapidly.

In addition, the Teladoc platform provides many different access points for a patient to schedule and receive a telemedicine visit, providing flexibility to comply with requirements of nondiscrimination and effective communication.

Built into a Solo visit is the option for the physician to call in or pre-schedule a human **translator** (audio or video) from 40+ languages including American Sign Language and Indigenous languages. This service is embedded in Solo via our Canadian partner Voyce. The translator is usually available within 30 seconds to join the visit.

If Solo is used from within the Microsoft Teams platform, we can take advantage of Teams' **transcription** feature to capture a written record of the entire visit. Further, on the roadmap with Teladoc and Microsoft is to layer in Microsoft's Nuance natural language processing tool to also produce a real time transcript in any language of choice, and then write immediately to the EMR.

In all, Teladoc continues to build and integrate platform technologies, features and capabilities that enhance access for disabled users. We have taken steps to assure software accessibility compliance for our platform by developing toward full conformance to the WCAG 2.0, AA standard. We do that by baking digital accessibility into our design, development, testing and release schedule processes. Our accessibility team uses a combination of manual testing (i.e., keyboard navigation, screen reader compatibility, etc.), automated tools and audit results to evaluate our web and mobile accessibility. Teladoc Health also operates a 24-hour hotline to assist patients who have any issues accessing platform services, including TTY and ASL translation services.

F. Privacy and Security

1. full description of the proposed project

Please refer to the Section III, Specifications above.

2. Complete list of information that will be collected

Upon the execution of an NDA/MSA, Teladoc Health can provide an architectural diagram which reflects the data elements, data flow and the data center located within Canada.

3. Flow of clinical information including an information flow diagram

Upon the execution of an NDA/MSA, Teladoc Health can provide an architectural diagram which reflects the data elements, data flow and the data center located within Canada.

4. Retention schedule of clinical information

PHI/PII data is retained indefinitely unless Teladoc Health is instructed otherwise per the contractual terms or based on a request submitted by the data controller/customer. Teladoc Health maintains a Data Retention and Disposal Policy.

5. Destruction of clinical information when / if no longer required

PHI/PII data is retained indefinitely unless Teladoc Health is instructed otherwise per the contractual terms or based on a request submitted by the data controller/customer. Teladoc Health maintains a Data Retention and Disposal Policy.

6. Solution security white papers

Teladoc Health's products and services fully comply with GDPR, HIPAA and PIPEDA. Teladoc's Information Security Management System (ISMS) is certified to HITRUST CSF v9.2 and NIST standards. Teladoc Health's telemedicine software services is ISO 27001 certified.

The Teladoc virtual care platform is designed to be secure with the following features:

- SOC 2 Type 2 certified data centers
- Network and system access controls
- TLS protocol and SSL certificates for in-transit data encryption
- AES 256 encryption for data in transit and at rest
- Feed encryption/URL masking
- Two-factor authentication
- Comprehensive security log collection and 24/7/365 monitoring
- System and application antivirus, malware and cyberthreat protection

See Attachment B, Security and Reliability, for additional information.

7. Identification of potential risks associated with the collection of information

Teladoc recognizes and respects the privacy rights of Individuals with regards to their Personal Information and has established a Global Privacy Policy to ensure that respect for privacy is a key part of Teladoc's culture and operations. Additional information is available here:

<https://www.teladoc.ca/notice-of-privacy-practices/>

8. Identify high availability with no downtime procedures;

Teladoc Health maintains an "active-active" network. The active-active network configurations prevent service disruptions and unscheduled down time. Teladoc Health maintains an uptime of 99% globally and the industry's highest first-time connection success rate of 99.6%.

9. Outline/define process on how issues are to be reported back to NLCHI / RHAs using solution

As part of the Service Level Agreement, Teladoc Health outlines its communication plan to customers if issues, or service disruptions arise. Communications to customers vary depending on the level of issue. For example, for issues deemed "Critical", Teladoc Health's target resolution is 24 hours from issue validation including a planned release of software or planned network equipment repair. For issues deemed "High", Teladoc Health's target resolution is five

business days from issue validation or planned release of Software or planned Equipment repair. Note: Transit time and customs clearance not included in Service Level Target of 5 days.

10. *Identify test and development environment (sandbox)*

Teladoc provides dedicated test practices for each customer in our CAT (Customer Acceptance Testing) environment. This supports testing of APIs, etc. prior to going live in Production. If needed Teladoc can spin up multiple test environments for a customer.

11. *Identification of physical safeguards employed by the vendor to protect information gathered*

Teladoc Health's data center partners provide and maintain SOC 2 certified data centers with the appropriate physical, technical and administrative safeguards in place to meet SOC 2 certification, and other compliance requirements.

12. *Identification of administration safeguards employed by the vendor to protect information gathered*

Teladoc Health's data center partners provide and maintain SOC 2 certified data centers with the appropriate physical, technical and administrative safeguards in place to meet SOC 2 certification, and other compliance requirements.

13. *Identification of technical safeguards employed by the vendor to protect information gathered*

Teladoc Health's data center partners provide and maintain SOC 2 certified data centers with the appropriate physical, technical and administrative safeguards in place to meet SOC 2 certification, and other compliance requirements.

14. *Identification of access control features that will be employed including a list of positions with access to the system (list to be provided prior to signing a final contract);*

Teladoc Health will create accounts and grant permissions to the Solo platform and Teladoc Health devices when authorization is received from the customer. In addition, accounts will be disabled when requested by the customer.

15. *Complete security and threat risk and vulnerability assessment performed on all systems supporting the virtual care solution*

Teladoc Health conducts vulnerability scanning and penetration testing after each significant change. Vulnerability scanning is conducted monthly, quarterly at minimum and penetration testing is conducted annually and as necessary. Rapid7's Nexpose and AppSpider tools are used for application scanning. Teladoc Health also gets penetration tested by Rapid7 (annually).

16. *Other security assessment information that can be provided.*

Teladoc Health maintains a formal security program, inclusive of a Security Council, Security Officer and security engineering resources. Additional security assessments can be discussed further with customers upon request.

ATTACHMENT – A

ISO Certification and AWS SOC 2 Report

Redacted: As per ATIPPA, 2015, section 31.1.(l)
Disclosure harmful to law enforcement, the
AWS SOC 2 Report has been redacted in full as it reveals
the security configuration of the AWS environment.



Certificate of Registration

This certifies that the Information Security Management System of

Teladoc Health

7402 Hollister Ave
Santa Barbara, California, 93117, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 27001:2013

Scope of Registration:
Telemedicine Software Services

Statement of Applicability (SOA):
March 25, 2021 V1



Certificate Number:	C0626623-IM2
Certificate Issue Date:	26-AUG-2021
Registration Date:	24-AUG-2021
Expiration Date *:	23-AUG-2024

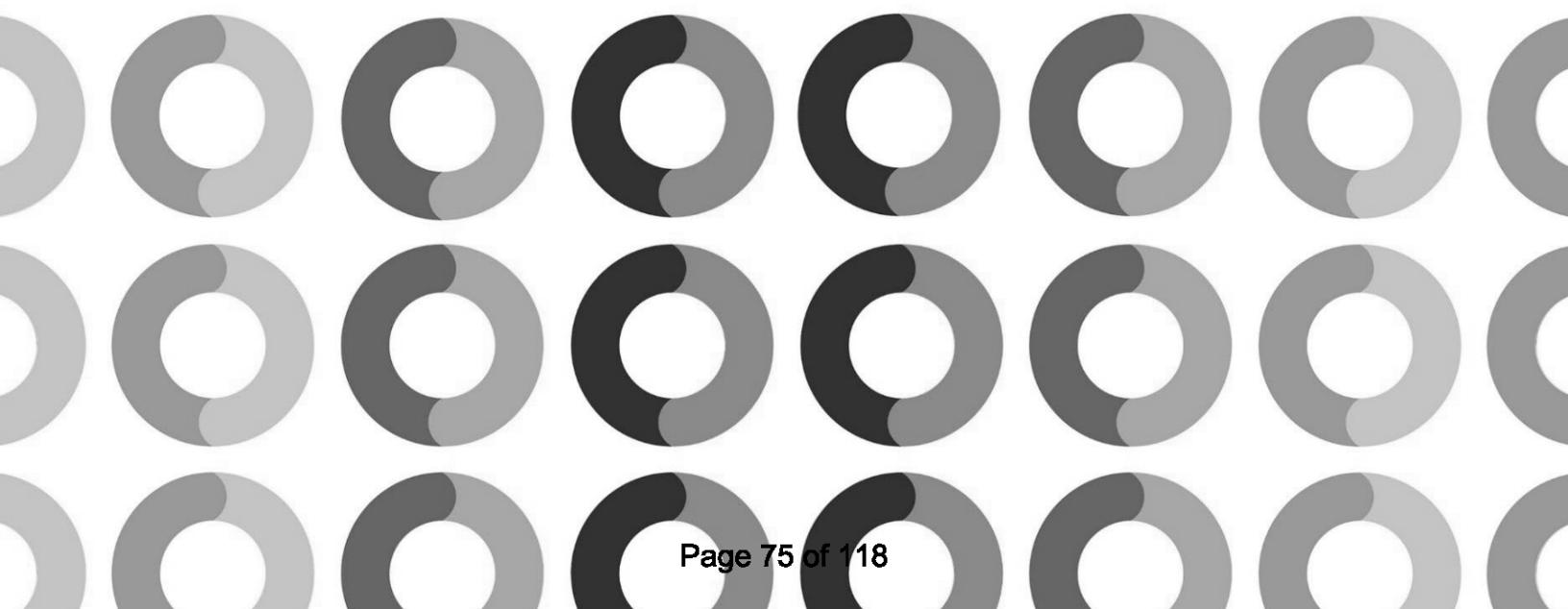
Jennifer Morecraft,
Senior Managing Director

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and /or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.
*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

ATTACHMENT – B
Security and Reliability



Security and reliability



Teladoc Health manages information to the highest standard and regards data security as a top priority.

The Teladoc Health security policy is in alignment with the HIPAA Final Security Rule and the Health Information Technology for Economic and Clinical Health (HITECH) Act to ensure administrative, physical and technical controls are in place. Teladoc Health is HITRUST CSF 9.2 certified and aligns with National Institute of Standards and Technology (NIST), International Organization for Standardization (ISO) and other frameworks. Data standards are managed and audited in compliance with industry-defined requirements for protecting and securing sensitive patient and healthcare information. At a high level, the Teladoc Health virtual care platform is designed to be secure with the following features:

- SOC 2 Type 2 certified data centers
- TLS protocol for in-transit data encryption
- AES 256 encryption for data at rest
- Feed encryption/URL masking
- Comprehensive security log collection and 24/7 monitoring
- Network and system access controls
- Amazon Web Services (AWS) scale/Teladoc Health application layer
- Remote device management
- Two-factor authentication
- System and application antivirus, malware and cyber threat protection

Teladoc Health manufactures its telemedicine system products (including hardware and software) under an ISO 13485:2016, ISO 9001 and 21 CFR Part 820 compliant quality management system (QMS). Products are tested to and comply with medical electrical equipment standards for basic safety and essential performance, electromagnetic compatibility (EMC) and/or information and communications technology (ICT) safety and EMC standards, depending upon the environment within which the products are intended to be used.

To ensure that all quality objectives are met, QMS planning ensures that all required processes are identified, documented, implemented, monitored and maintained. Teladoc Health is committed to and has responsibility for overall risk management planning, including ongoing review of the effectiveness of risk management activities ensuring that policies, procedures and practices are established and documented for analyzing, evaluating and controlling risk throughout product realization.

Teladoc Health maintains and updates a formal, comprehensive program to manage risk associated with the use of information assets. The scope of these assessments includes the evaluation of multiple factors that may impact security and will be performed in a consistent process using formal methodologies. Risk assessments can be conducted against any information system, application, server, network, third party host or procedure by which these systems are administered and/or maintained. Risk assessments include new or changing product architectures and third-party IT associations.

Teladoc Health utilizes industry best-practice security controls. Teladoc Health has a dedicated team of security professionals that is augmented with top-tier commercial security firms that strengthen mission-critical areas such as security monitoring and response. Sensitive personal health information is confined to production networks where data are encrypted, monitored and accessible only through virtual desktop infrastructure and multi-factor authentication.

Teladoc Health utilizes hosted data centers provided by AWS, Equinix and Flexential in multiple availability zones. In the event of Teladoc Health network unscheduled downtime, customers and Teladoc Health field personnel receive updates through the Teladoc Health notification system. The Teladoc Health operating system and network is proactively monitored by the Technical Assistance Center to ensure availability.

Teladoc Health requires employees to attend initial HIPAA and other security and awareness training upon hire. Annual courses in security awareness are required for all employees and are managed within the Teladoc Health quality management system. This portal provides an easy access point to allow employees to stay up to date on current privacy matters and issues—internal communications are circulated for all major security information or updates to ensure receipt of the information.

To view the Teladoc Health Privacy Policy, please visit <https://intouchhealth.com/privacy-policy/>

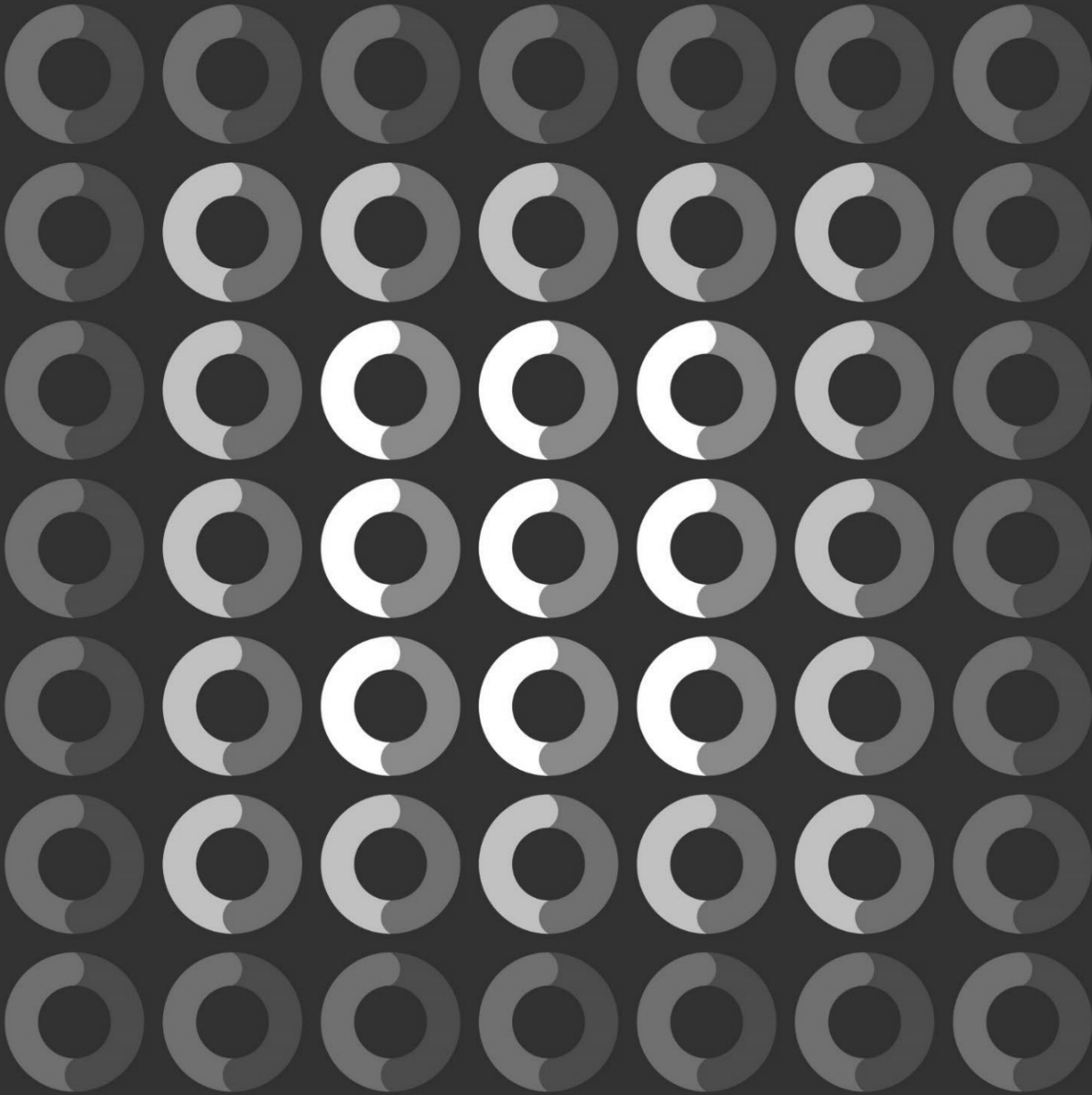
LEARN MORE

TeladocHealth.com | engage@teladochealth.com

About Teladoc Health

Teladoc Health is the global virtual care leader, helping millions of people resolve their healthcare needs with confidence. Together with our clients and partners, we are continually modernizing the healthcare experience and making high-quality healthcare a reality for more people and organizations around the world.





Schedule "C"

DATA SHARING AGREEMENT

BETWEEN: **Teladoc Health Canada, Inc.** a corporation formed under the federal laws of Canada with its principal place of business at 312 Adelaide Street West, Suite 200, Toronto, Ontario

("Teladoc Health"),

AND: **The Provincial Health Authority,** operating as **Newfoundland and Labrador Health Services,** a corporation without share capital established pursuant to the *Provincial Health Authority Act*, RSNL 2022, c. P-30.1

("NLHS").

(each a "Party" and, together, the "Parties")

This Data Sharing Agreement (the "**DSA**") is entered into by and between Teladoc Health and NLHS, pursuant to the terms of the Virtual Health Services Agreement entered into by the Parties, dated November 1, 2023, (the "**Agreement**") to which this DSA is attached as Schedule "C". The Agreement includes all amendments, additions, and SOWs that are agreed to by both Parties and fully executed.

This DSA will become effective upon the Effective Date and will terminate upon the termination of the Agreement.

1. Definitions

In this Schedule capitalized terms not otherwise defined shall have the meaning ascribed to such words in the Agreement. The following words and phrases shall have the following meanings, respectively:

"Data Breach" means the loss of, unauthorized use of, unauthorized access to or unauthorized disclosure of Personal Information, and includes the unauthorized encryption of Personal Information by a third party;

"Data Breach Notice" has the meaning assigned in Section 10 of this DSA.

2. Collection and Disclosure of Personal Information

The Parties are authorized to collect and disclose the Personal Information described in the Agreement for the purposes set out in the Agreement.

NLHS shall ensure that all necessary consents are obtained and maintained to allow for the collection of Personal Information for the purpose of providing Teladoc Health Services, and Teladoc Health shall provide all reasonable assistance to NLHS for the obtaining of such consents.

3. Protection of Personal Information

Teladoc Health acknowledges that any Personal Information received by it from NLHS or exposed to it in connection with its provision of the Teladoc Health Services is done so solely for the purposes of the provision of the Teladoc Health Services, and that Teladoc Health acquires no right to or interest in the Personal Information except as set out in this DSA or the Agreement. Teladoc Health shall not collect, use or disclose any Personal Information other than as is necessary to provide the Teladoc Health Services. The Parties acknowledge that, for the purposes of PHIA, NLHS is the “custodian”, Teladoc Health is an “information manager” and the healthcare professionals who provide Healthcare Services in connection with the Project are “agents” of NLHS with respect to any Personal Health Information handled by the Parties in connection with the Teladoc Health Services.

4. Compliance with Applicable Laws and Acknowledgement

Teladoc Health acknowledges that NLHS is a public body and is subject to ATIPPA and any information and records in its custody or control are subject to such statute. In the event of any conflict between any obligation of NLHS under this Agreement and any obligation of NLHS under ATIPPA, the obligation under ATIPPA shall prevail. NLHS shall have no liability to Contractor for any actions taken by NLHS in good faith pursuant to its obligations under ATIPPA.

The Parties covenant and agree that they will abide by, in every material respect, any obligations imposed upon them related to Personal Information, by operation of law or otherwise, including PIPEDA, ATIPPA, PHIA and any relevant and applicable similar legislation. Teladoc Health will ensure that the healthcare professionals Teladoc Health engages to provide Healthcare Services for the Project will collect, use and disclose Personal Information in accordance with PIPEDA, ATIPPA, PHIA and such NLHS privacy policies as NLHS may implement from time-to-time and advise Teladoc of in writing, provided such privacy policies are reasonable and comply with PHIA, ATIPPA and the DSA.

In the event of any material change in PIPEDA or other applicable Canadian federal or provincial privacy laws that may have a material effect on the subject matter of this Agreement, the Parties agree that they will in good faith negotiate any amendments to this DSA and the Agreement that are necessary to accommodate such changes in the law. If any such change in the law renders the subject matter of this DSA or the provision of the relevant services in Canada unlawful or commercially unfeasible, the Parties will terminate the Agreement without penalty to either Party.

5. No Secondary Use of Personal Information

The Parties covenant and agree that they will not use any Personal Information provided or disclosed by the other Party for any purpose other than that for which it was provided or disclosed to Teladoc Health, and as authorized in this DSA and the Agreement.

NLHS covenants and agrees that any information provided or disclosed to it by Teladoc Health or the healthcare professionals Teladoc Health engages to provide Healthcare Services for the Project will only be collected, used and disclosed in compliance with laws, including PIPEDA, ATIPPA and PHIA.

6. No Disclosure Without Authorization

Except as is necessary to fulfill its obligations under the Agreement or this DSA, or as required by law, Teladoc Health shall not disclose any Personal Information to any third party.

7. Protection of Personal Information

Teladoc Health covenants and agrees that it will implement safeguards to protect against the loss, disclosure, alteration or misuse of Personal Information that is in its care or custody, including all Privacy and Security Specifications described in Section 8. Teladoc Health shall protect the Personal Information provided by NLHS or obtained in the course of performing the Teladoc Health Services with the same degree of care and diligence that Teladoc Health uses to protect and safeguard the Personal Information it obtains through the provision of services to other clients, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of such Personal Information. Teladoc Health shall not permit Personal Information to be transferred over any digital networks or via any portable storage medium unless the Personal Information is suitably encrypted.

8. Privacy and Security Specifications

Teladoc Health represents and warrants that it is and shall remain in compliance with all privacy and security requirements and specifications set out in the RFP, including with respect to the mechanism(s) in place for the transfer or disclosure of any Personal Information between Parties, attached to the Agreement as Schedule "A", and the Proposal, attached to the Agreement as Schedule "B". In the event of a conflict between the RFP and this DSA, the terms of the DSA shall prevail.

In addition, Teladoc Health has implemented and maintains a security program in accordance with industry standards which is described in its most recently completed SOC 2 Type II report and HITRUST certification letter. More specifically, Teladoc Health's security program shall include:

a) Access Controls Relating to Equipment

Suitable measures in order to prevent unauthorized persons from gaining access to the equipment used to collect or store Personal Information (namely database and application servers and related hardware) on which the Personal Information are collected, used, disclosed or retained. This is accomplished by: establishing security areas; protection and restriction of access paths; securing the data processing equipment and personal computers; establishing access authorizations for employees and third parties, including the respective documentation; regulations on card-keys; restrictions on card-keys; requiring that access to the data center where Personal Information is hosted is logged, monitored, and tracked; and the data center where Personal Information is hosted is secured by a security alarm system, and other appropriate security measures.

b) Access Controls Relating to Information Processing Systems

Suitable measures to prevent their information processing systems from being used by unauthorized persons. This is accomplished by: identification of the terminal and/or the terminal user to the systems; automatic time-out of user terminal if left idle, identification and password required to reopen; automatic turn-off of the user ID when several

erroneous passwords are entered, log file of events, (monitoring of break-in-attempts); issuing and safeguarding of identification codes; dedication of individual terminals and/or terminal users, identification characteristics exclusive to specific functions; and access to data content is logged, monitored, and tracked.

c) Access Control to Use Specific Areas of Information Processing Systems

Restrictions that the persons entitled to use Teladoc Health's information processing system are only able to access the Personal Information within the scope and to the extent covered by their respective access permission (authorization) and that Personal Information cannot be read, copied or modified or removed without authorization. This shall be accomplished by: employee policies and training in respect of each employee's access rights to the Personal Information; allocation of individual terminals and /or terminal user, and identification characteristics exclusive to specific functions; release of data to only authorized persons; control of files, controlled and documented destruction of data; and policies controlling the retention of back-up copies.

d) Availability Control

Suitable measures to ensure that Personal Information is protected from accidental destruction or loss. This is accomplished by: infrastructure redundancy; and backups of production data stored at an alternative site and available for restore in case of failure of the primary system.

e) Transmission Control

Suitable measures to prevent the Personal Information from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media. This is accomplished by: use of adequate firewall and encryption technologies to protect the public gateways through which the data travels; Personal Health Information is also encrypted when stored; and monitoring of the completeness of the transfer of data.

f) Input Control

Suitable measures to ensure that it is possible to check and establish whether and by whom Personal Information has been input into information processing systems or removed. This is accomplished by: an authorization policy for the input of data, as well as for the alteration and deletion of stored data; authentication of the authorized personnel; utilization of user codes (passwords); providing that entries to information processing facilities (the data centers housing the computer hardware and related equipment) are capable of being locked; automatic log-off of user ID's that have not been used for a substantial period of time; and proof established within Teladoc Health's organization of the input authorization.

g) Job Control

Providing training and instructions regarding the scope of any collection, use or disclosure of Personal Information; and providing audit rights, on appropriate notice.

h) Access logging

All access to Personal Information, including by Teladoc Health support personnel, is logged and fully auditable, and all logs are securely retained for the Term. All such logs must include, for every instance in which a record or part of a record of Personal Health Information that is that is accessible by electronic means is viewed, handled, modified or otherwise dealt with, (a) the type of information; (b) the date and time; (c) the identity of all persons who viewed, handled, modified or otherwise dealt with the Personal Health Information; (d) the identity of the individual to whom the Personal Health Information relates.

9. Location of Personal Information

Teladoc Health shall not permit Personal Information to be stored outside of Canada without the written authorization of NLHS.

10. Data Breaches

Teladoc Health shall, promptly and without undue delay, give NLHS notice of any Data Breach (a "Data Breach Notice"), whether known or suspected, including the circumstances of such Data Breach. The Data Breach Notice given shall include all information requested by NLHS, including:

- (i) a description of the circumstances of the Data Breach and, if known, the cause;
- (ii) the day on which, or the period during which, the Data Breach occurred or, if neither is known, the approximate period;
- (iii) a description of the Personal Information that is the subject of the Data Breach to the extent that the information is known;
- (iv) the number of individuals affected by the Data Breach or, if unknown, the approximate number;
- (v) a description of the steps that Teladoc Health has taken to end the Data Breach and prevent its recurrence;
- (vi) a description of the steps that Teladoc Health has taken to reduce the risk of harm to affected individuals that could result from the Data Breach or to mitigate that harm;
- (vii) the name and contact information of a person who can answer, on behalf of Teladoc Health, NLHS' questions about the Data Breach.

At NLHS' request, Teladoc Health will update the Data Breach Notice and will proactively inform NLHS of any developments or new information that is material.

11. Cooperation with NLHS and Inspection of Personal Information.

Teladoc Health shall cooperate as may be necessary to assist in any access requests, questions, complaints, audits and any investigations related to the Personal Information. In the event that Teladoc Health is contacted by any individual whose Personal Information is the subject of this Schedule, or by any person (including a regulator) respecting the processing, use or disclosure

of Personal Information, Teladoc Health will refer them to NLHS and will immediately give NLHS' Privacy Officer notice of such contact. Teladoc Health will not communicate with any individual whose Personal Information is subject to this Schedule.

In addition to any other rights of inspection or audit that NLHS may have under the Agreement, NLHS or an agent acting on its behalf may, no more than once a year (except in the association with a suspected or actual breach or in connection with an investigation), at any reasonable time and on reasonable notice to Teladoc Health, audit and inspect Teladoc Health's handling, management and use of Personal Information and assess privacy risks associated with Teladoc Health. Teladoc Health agrees that Teladoc Health's then-current SOC 2 audit report and HITRUST certification letter may be used to satisfy any audit or inspection requests by or on behalf of NLHS, and Teladoc Health shall make such reports available to NLHS.

12. Retention of Personal Information

Teladoc Health shall only retain Personal Information for as long as is reasonably necessary for the purposes for which it is disclosed to Teladoc Health. Following such time, Teladoc Health shall return or destroy any Personal Information that it has received from NLHS. At NLHS' request, Teladoc Health shall forthwith provide NLHS with a statutory declaration, sworn by an officer or director of Teladoc Health, certifying whether its obligations under this section have been fulfilled.

Despite this section, Teladoc Health may retain data or electronic records containing the Personal Information solely for the purposes of backup, recovery, contingency planning or business continuity planning so long as such data or records are not accessible in the ordinary course of business and are not accessed except as required for backup, recovery, contingency planning or business continuity purposes. Teladoc shall keep such retained Personal Information confidential, subject to the terms of this DSA and shall permanently delete any data or records that are restored or otherwise become accessible in the ordinary course of business.

In the event that Teladoc Health or a healthcare professional requires any returned or destroyed information to defend against any claims (e.g., disciplinary proceedings of a healthcare professional), NLHS shall provide a copy of all information reasonably required where permitted by law.

13. Compelled Disclosure

In the event that Teladoc Health or anyone to whom it transmits the Personal Information becomes legally required to disclose any such Personal Information, Teladoc Health shall provide NLHS with prompt notice so that NLHS may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this DSA and the Agreement. In the event that such protective order or other remedy is not obtained, Teladoc Health shall furnish only that portion of the Personal Information which is legally required to be furnished in the opinion of NLHS' counsel.

14. Contacts

Each of NLHS and Teladoc Health will designate a person to be the primary point of contact between them respecting the protection of Personal Information, including each Party's Privacy Officer and Chief Information Security Officer ("CISO"). Any Breach Notice required to be given shall be given to NLHS' Privacy Officer and Chief Information Security Officer.

NLHS' Privacy Officer:	Teladoc Health's Privacy Officer:
Alissa Setliff	Sonia Tassone (privacycanada@teladochealth.com)
NLHS' CISO:	Teladoc Health's CISO:
Steve Greene	Sara Hall (cybersecurity@teladoc.com)

15. Subcontractors

Other than healthcare providers engaged for the purpose of providing Healthcare Services, Teladoc Health shall not engage or retain any subcontractors in connection with the provision of any of the services under the Agreement that involve any handling or storage of Personal Information (including the use of any third party cloud services provider) unless (a) approved in writing by NLHS, and (ii) the subcontractor enters into an agreement with Teladoc Health containing terms at least as restrictive as those contained in this Agreement.

16. Insurance

Teladoc Health shall during the Term and at its own expense acquire and maintain a commercial general liability insurance policy with respect to their business and the business carried on under the Agreement, including bodily injury, death and damage to property in the amount of at least ten million dollars (\$10,000,000.00) and a cyber security and privacy liability policy in the amount of at least forty million dollars (\$40,000,000.00). These insurance policies shall be primary and not require the sharing of any loss by any insurer of NLHS and be procured from an insurance company licensed to do business in the province in which NLHS has its principal place of business. The coverage limits may be achieved by any combination of primary and excess/umbrella coverages.

The commercial general liability insurance policies required under this Section 16 shall name NLHS as an additional insured, and contain a provision stating that each such policy will not be cancelled, materially changed or permitted to lapse unless the insurer notifies NLHS in writing at least thirty (30) days prior to the date of the cancellation, material change or lapse.

Teladoc Health shall also provide certificates of insurance to NLHS upon the signing of the Agreement, on an annual basis for the Term, and upon receipt of a written request from NLHS.

For the avoidance of doubt, the insurance policies required under this Section 16 are not intended to be duplicative of the insurance policies required under the Agreement.

17. Indemnity

Each Party ("**Indemnifying Party**") covenants and agrees that it shall indemnify and hold the other Party harmless from and against any and all losses, costs, claims, legal fees, disbursements and liabilities related to or derived from any breach of this DSA by the Indemnifying Party or its employees, agents, officers, directors and others for whom it is in law responsible.

18. Irreparable Harm

Teladoc Health acknowledges that all Personal Information disclosed or provided to it under this Agreement is held by Teladoc Health in trust for the sole benefit of NLHS. Teladoc Health acknowledges that any disclosure or misappropriation of any of the Personal Information in violation of this DSA may cause NLHS irreparable harm and/or harm that is impossible to quantify, and therefore agrees that NLHS shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as NLHS shall deem appropriate. Such right of NLHS is to be in addition to the remedies otherwise available to NLHS at law or in equity. Teladoc Health expressly waives the defence that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by NLHS.

19. DSA Term

This DSA shall be deemed to come into effect on the earlier of (i) the commencement of the Agreement or (ii) when Teladoc Health is first given access to Personal Information. This DSA shall remain in force for so long as Teladoc Health has access to Personal Information.

[Execution Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health Canada, Inc.

**Provincial Health Authority, o/a
Newfoundland and Labrador Health
Services**



Name: Carlos Nueno
Title: International President
Date:

Name: David Diamond
Title: CEO
Date: November 7, 2023

Name: Joby McKenzie
Title: Managing Director
Date:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health Canada, Inc.

**Provincial Health Authority, o/a
Newfoundland and Labrador Health
Services**

DocuSigned by:

Carlos Nueno

Name: Carlos Nueno
Title: International President
Date: 11/6/2023

Name: David Diamond
Title: CEO
Date:

DocuSigned by:

Joby McKenzie

Name: Joby McKenzie
Title: Managing Director
Date: 11/6/2023

Schedule "D.1"

Statement of Work #1 Phase 1 – Virtual Primary Health Care Services

This SOW is entered into by Teladoc Health Canada, Inc. and The Provincial Health Authority operating as Newfoundland and Labrador Health Services pursuant to the terms of the Virtual Health Services Agreement entered into by and between the Parties, dated November 1, 2023, (the "**Agreement**").

This SOW will become effective upon the Effective Date and will terminate upon the termination of the Agreement.

The Parties acknowledge and agree that the terms of this SOW may be amended to reflect expansion of the scope of the vPHC Services (as hereinafter defined) being offered to Participants, and any such amendments shall be made in writing and signed by the Parties.

The Parties agree that Phase 1 is intended from November 2023 – March 2024 with Phase 2 to commence on/or around March 2024. In the event that Phase 2 does not commence on or before March 2024, Phase 2 shall not be implemented, and the terms and conditions of this SOW shall continue to be in force and effect for the duration of the Term. Each phase during the Term is intended to provide immediate assistance to Participants and refine the offerings for further roll-out.

1. INTRODUCTION

- A.** In this SOW capitalized terms not otherwise defined shall have the meaning ascribed to such words in the Agreement. As used in this SOW, the following terms shall have the following meanings:
- "**Practitioner**" means a licensed physician or nurse practitioner engaged by Teladoc Health to provide Healthcare Services through the Teladoc Health platform to residents of the Province of Newfoundland and Labrador pursuant to this SOW;
 - "**vPHC Assessment**" means patient interaction between a Practitioner and a Participant provided via telephone, mobile app, web app or asynchronous messaging in accordance with the terms of this SOW.
- B.** NLHS wishes to engage Teladoc Health to provide virtual primary health care services as more fully described in Appendix "A" (the "**vPHC Services**"), delivered to Participants by Practitioners through the Teladoc Health platform.
- C.** NLHS acknowledges and agrees to the following and further acknowledges that Teladoc Health is relying upon such acknowledgment in providing the vPHC Services:
- i) Teladoc Health is not responsible for the administration, development, or legal review of any program NLHS uses to incentivize Participants to use the vPHC Services;
 - ii) NLHS represents that any Participant contact information provided to Teladoc Health by NLHS (or by a third party on behalf of NLHS) may be used by Teladoc Health to

contact the Participant for the purpose of performing the vPHC Services, and that NLHS shall ensure that the contact information is accurate and obtain any consents required for Teladoc Health to use the Participant's contact information for this purpose;

- iii) Teladoc Health will have no power or authority on behalf of NLHS to waive, alter, or modify by estoppel or otherwise, any of the terms or conditions of any program provided by NLHS. Teladoc Health will have no power or authority to bind NLHS to any insurance or other risk;
- iv) Teladoc Health may be required to change certain of the vPHC Services in order to comply with any changes in applicable laws;
- v) Teladoc Health may refuse to provide or may terminate the provision of vPHC Services to a Participant if the Participant declines to execute any required consents and/or authorizations required by NLHS;
- vi) Teladoc Health may be unable to provide certain, or all, of the vPHC Services to a Participant if Teladoc Health does not have the records it deems necessary, such as medical records and related test reports, radiology, pathology, and/or physician notes ("**Required Medical Information**") or if the Practitioner considers that the provision of such vPHC Services would not be in-line with applicable standards of practice;
- vii) In the event that Teladoc Health refuses to provide or terminates the provision of vPHC Services to a Participant, Teladoc Health shall provide notice to NLHS (without disclosing the Personal Information of the Participant).

2. RESPONSIBILITIES

A. Account Support

Teladoc Health shall be available to NLHS to assist with the following:

- Providing materials for patient and NLHS staff engagement/education (as needed);
- Providing assistance to NLHS in answering questions; and
- Reviewing and explaining reporting (as outlined further below).

B. Change Management and Project Management

- NLHS is responsible for all internal, provincial change management and project management supports.
- Teladoc Health will provide a proposed approach based on prior experience.
- NLHS will finalize and approve the change management, communications and project management plans. Project tasks that are assigned to Teladoc Health as the accountable party must be agreed upon by both parties.

C. Consents and Terms of Use

- NLHS shall ensure that it obtains from Participants all consents required by applicable privacy law including PIPEDA and PHIA in order for Teladoc to provide the vPHC Services

prior to referring the Participants to Teladoc Health and shall maintain records necessary to demonstrate such consents. Teladoc Health shall provide all reasonable assistance to NLHS to obtain such consents.

- During the enrolment of Participants, Teladoc Health may present the Participants the terms set out in Appendix “B”, which may be updated by Teladoc Health from time-to-time with the agreement of NLHS. Teladoc Health will not require any Participants to agree to any contractual terms unless approved by NLHS.

D. Data Analytics & Reporting

Teladoc Health will provide NLHS with the following reports and raw data extracts, in a format and approach that is compliant with applicable NLHS security and privacy policies, and the Data Sharing Agreement between the Parties and attached as Schedule “C” to the Agreement.

Reporting:

- Bi-weekly standard aggregate participant utilization reporting package for the first three (3) months of the term, followed by monthly reporting which includes, but is not limited to:
 - i. Volume and utilization;
 - ii. Demographic information;
 - iii. Reason for visit and diagnosis;
 - iv. Medications; and
 - v. Patient experience
- Specific reporting requirements to be reviewed and agreed upon.

Data Extract:

- Bi-weekly for the first three (3) months of the term, followed by monthly, automated record-level data extract, transferred via a NLHS security and privacy compliant transfer protocol, for example, encrypted managed file transfer (MFT), on an agreed upon schedule;
- The data extract will include at minimum, but is not limited to:
 - i. Patient demographic details including required patient identifiers: unique system generated patient ID and MCP number;
 - ii. Consult details, including consult date and time, reason for visit, diagnosis and disposition;
 - iii. Provider details including unique provider identifiers (if available);
 - iv. Medication details;
 - v. Other existing or new data elements as required.
- Each data extract will include a dataset encompassing all new vPHC Assessments for patients since the prior data extract (i.e., data sets shall only include incremental data and not all vPHC Assessments from the beginning of the vPHC Services).
- A data dictionary will be included, identifying each data element in the data extract and should include element name, description and data type.
Teladoc Health will provide additional data (full or partial data sets) as requested by NLHS, provided the number of such requests is reasonable. Teladoc Health shall use commercial reasonable efforts to provide such data as soon as possible and NLHS acknowledges that such data may not be immediately available.

Support:

- Teladoc Health will provide ongoing support for the reporting and data exchange and will notify NLHS should any issues arise with delivery of the extract or reporting functionality;
- NLHS will be notified if changes or testing is required due to future product upgrades or releases as outlined;
- Teladoc Health will provide upgrades to reporting or the data extract, for example, new data fields as they arise.

E. Communications & Participant Engagement

Participant Engagement and Marketing Material:

- Teladoc Health will provide standard marketing materials at no additional charge with minimal customizations; and,
- In relation to communications & Participant engagement, NLHS shall provide the approved marketing material/engagement packages to Participants at agreed upon Participant volumes.

If NLHS requests Teladoc Health to provide any additional support in connection with the provision of vPHC Services, Teladoc Health and NLHS will meet to discuss the scope of such additional support and the applicable fees payable, if any, for such support.

3. ELIGIBILITY, CREDENTIALING AND FEES

A. Eligibility Files

- i) By the 1st day of each month (or such other date as mutually agreed upon between the Parties in writing), NLHS shall deliver to Teladoc Health an accurate file identifying the Participants eligible to utilize the vPHC Services in that month (the “**Eligibility File**”) in a format approved by Teladoc Health. If NLHS fails to deliver the Eligibility File by the 1st day of the month (or such other date as mutually agreed upon between the Parties in writing), then the last valid Eligibility File delivered to Teladoc Health will be deemed to be the Eligibility File for that month. If NLHS subsequently requests a modification to their method of delivering Eligibility File information, Teladoc Health and NLHS will discuss any required changes and the applicable fees payable for such modification.
- ii) Prior to providing vPHC Services to a Participant, Teladoc Health will confirm the Participant’s eligibility by checking the most current Eligibility File. NLHS will provide Teladoc Health with a contact person who is available, via email on Business Days between 8am and 8pm NST, to verify the eligibility of any individual not listed in the Eligibility File. In the event that NLHS wishes to submit an Eligibility File which represents an increase of 10% or more of the total number of Participants from the previously delivered Eligibility File, NLHS agrees to provide 30 days prior written notice to Teladoc Health of such anticipated increase. For the avoidance of doubt, this requirement shall only apply after the initial launch as described in iii) below.

- iii) Teladoc Health understands that there are currently 46,000 unattached patients registered with Patient Connect NL. In order to achieve a successful deployment of vPHC Services, Teladoc Health and NLHS shall work collaboratively to determine a tiered launch for eligible Participants (e.g., rolling engagement/communication campaign).

B. Credentialing and NLHS Privileges

Teladoc Health will provide licensed physicians who are eligible to work in Newfoundland and Labrador, and who have completed NLHS' onboarding requirements which include, but are not limited to:

- i) completed a satisfactory reference check;
- ii) obtained a license to practice in Newfoundland and Labrador;
- iii) completed a pre-placement health assessment;
- iv) obtained a satisfactory police record checks from jurisdictions where the Physician previously resided; and
- v) completed online modules related to privacy and signed Oath of Confidentiality.

Teladoc Health will provide licensed nurse practitioners who are eligible to work in Newfoundland and Labrador, and who have completed NLHS' onboarding requirements which include, but are not limited to:

- i) obtained a license to practice in Newfoundland and Labrador.

NLHS shall ensure that any credentialing requirements are reasonably required in light of the vPHC Services being provided. Such credentialed individuals shall be the Practitioners who provide the vPHC Services pursuant to the provisions of this SOW.

C. Fees

In the event that a Participant schedules a vPHC Assessment, but does not attend the vPHC Assessment or otherwise provide advance notice (which for the purpose of this section shall be a minimum of one (1) hours' notice) of cancellation of the vPHC Assessment, such scheduled vPHC Assessment shall be considered a vPHC Assessment for the purposes of the total number of vPHC Assessments below.

November 1, 2023, to December 31, 2023

- A fixed monthly fee of **\$363,000**, plus any applicable taxes, payable within 30 days from receipt of the applicable Invoice

January 1, 2024, onwards

- A monthly fee of **\$650,000**, plus any applicable taxes, payable within 30 days from receipt of the applicable Invoice.

(Collectively, the "Fees")

The Fees above include up to 9,500 vPHC Assessments per month, change management support, marketing support, access to the Teladoc Health platform, customized data &

analytics, quality assurance review, licensing of physicians with the College of Physicians and Surgeons of Newfoundland and Labrador (“CPSNL”), call centre support, dedicated contacts within the Teladoc Health team and any other reasonable requirements of NLHS in the provision of the vPHC Services. Subject to the Monthly Floor Fee, the Parties understand and agree that the Fees commencing on January 1, 2024, shall be subject to a proportionate adjustment based on the total number of vPHC Assessments performed during the month. For greater certainty, and by way of example only, if the vPHC Assessments in a given month is only 4,750 then the monthly fee shall be \$325,000. Conversely, if the number of vPHC Assessments is 10,000, then the monthly fee shall be \$684,210.

On a monthly basis, the Parties shall meet to assess the success of the vPHC Services by reviewing, among other things, the utilization of the vPHC Services, any changes to the list of Participants, identify any efficiency and continuous improvement opportunities and such other aspects of the Project implementation as may arise.

Teladoc Health and NLHS will discuss any one-time fees for customized requirements of NLHS regarding implementation of vPHC Services.

The Fees from January 1, 2024, shall be subject to a minimum monthly fee of **\$300,000** (the “**Monthly Floor Fee**”) such that even if the number of vPHC Assessments in a month drops below 4,385, Teladoc Health will still be paid the Monthly Floor Fee.

From January 1, 2024, onwards, Teladoc shall notify NLHS of the anticipated number of vPHC Assessments it anticipates for the month, and shall not exceed Seven Hundred and Fifty Thousand Dollars (\$750,000) in Fees in any given month without NLHS’ prior written consent.

D. Consumer Price Index Changes

The Fee shall be subject to annual adjustment to reflect any increase, or decrease, in CPI. The adjustment shall occur on the first day of the month following the one-year anniversary of the start of the Term. Each of the fees set forth in this SOW shall be multiplied by the percent increase, or decrease, in CPI for the immediately preceding each twelve-month period. If publication of the CPI ceases, or if the CPI otherwise becomes unavailable or is altered in such a way as to be unusable, the Parties shall agree on the use of an appropriate substitute index published by Statistics Canada or any successor agency.

E. Payment of Fees

- i) Teladoc Health will submit a monthly invoice to NLHS (“**Invoice**”) and NLHS agrees to pay such Invoice within thirty (30) days of the date of Invoice in accordance with the instructions set forth therein. Teladoc Health will invoice for applicable taxes and NLHS is solely responsible for payment of any federal, provincial or local excise, sales, use or similar taxes assessed with respect to the vPHC Services.
- ii) Unless NLHS directs otherwise in writing, Teladoc Health will deliver all Invoices for the vPHC Services via email to the following email address: Accounts.payable@nlchi.nl.ca

- iii) All undisputed amounts not paid within thirty (30) days of the due date of the Invoice are subject to a late payment charge of one and a half percent (1.5%) per month simple interest (or, if less, the maximum rate allowed by applicable law) from the due date of the Invoice until the date of payment.

- iv) If any undisputed amounts due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the Services until such amounts have been paid.

[Execution Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health Canada, Inc.

**Provincial Health Authority, o/a
Newfoundland and Labrador Health
Services**



Name: Carlos Bueno
Title: International President
Date:

Name: David Diamond
Title: CEO
Date: November 7, 2023

Name: Joby McKenzie
Title: Managing Director
Date:

- D8 -

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health Canada, Inc.

**Provincial Health Authority, o/a
Newfoundland and Labrador Health
Services**

DocuSigned by:

Carlos Nueno

Name: Carlos Nueno
Title: International President
Date: 11/6/2023

Name: David Diamond
Title: CEO
Date:

DocuSigned by:

Joby McKenzie

Name: Joby McKenzie
Title: Managing Director
Date: 11/6/2023

Appendix "A"

Virtual Primary Health Care Services

vPHC Services shall be provided by Practitioners licensed to practice in the Province of Newfoundland and Labrador, who shall provide patient care via telephone, mobile app or web app. The vPHC Services are appropriate for acute and non-emergent issues.

In this Appendix capitalized terms not otherwise defined shall have the meaning ascribed to such words in the Agreement or vPHC Services SOW to which this Appendix is attached.

Services for Participants

Teladoc Health will provide the following vPHC Services to Participants:

- i) The vPHC Services include access to Practitioners, whereby the Practitioners may diagnose the patient's ailment, recommend therapy, and if necessary and appropriate, write a prescription, or requisition for lab tests (including bloodwork). Each Practitioner shall be technologically proficient, and be covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the Province of Newfoundland and Labrador. The choice of communication tool for a vPHC Assessment (telephone vs. videoconference) shall be left to the ultimate clinical decision of the Practitioner based on the individual circumstances and as agreed upon by the Participant, provided Practitioners shall preferentially use videoconference.
- ii) The Practitioner performing the vPHC Assessment shall remain the "Most Responsible Practitioner" until the Participant is dispositioned: either discharged or transferred to the care of another physician. For the purpose of this section, a Practitioner's designation as "Most Responsible Practitioner" means that Teladoc Health will ensure that any follow-up required following a vPHC Assessment (e.g., review and discussion of lab results with a Participant) shall be undertaken by a Practitioner. Where possible, the Practitioner undertaking such follow-up will be the Practitioner who requisitioned the diagnostic tests.
- iii) The vPHC Services include access to scheduled vPHC Assessments and on-demand vPHC Assessments during the hours of 8am-8pm NST on Business Days. In the event that NLHS wishes to offer vPHC Assessments outside of these hours or for such longer periods of time (e.g. 24/7/365), the Parties shall discuss the needs of NLHS and the Parties shall agree on the applicable fees for such additional services. NLHS shall provide thirty (30) written days' notice to Teladoc Health of its desire to offer vPHC Assessments outside of 8am-8-pm NST Monday through Friday.
- iv) Only the Participants who have provided necessary consents and agreed to any terms as required by the Agreement will receive access to the vPHC Services. Those steps include the Participant completing a comprehensive electronic health record ("EHR") intake form, either online or by telephone with a designated Teladoc Health representative (it being understood that, in the event the Participant fails to complete the EHR, the Participant will not have access to a Practitioner, and Teladoc Health will so advise the Participant when they seek to access the vPHC Services).

- v) If at any time a Practitioner determines that the Participant's condition is a life-threatening emergency, the Practitioner shall direct the Participant to the nearest emergency facility.
- vi) In the event that a Practitioner determines that a Participant requires an in-person assessment, the Practitioner shall provide direction based on Identified Pathways to the Participant on how to access a local in-person assessment. For the purpose of this section "Identified Pathways" means pathways identified by NLHS to Teladoc Health and agreed to by the Parties.
- vii) Participants shall have access to asynchronous messaging with the Practitioner for a period of up to seven (7) days after the completion of a vPHC Assessment.
- viii) A record of the vPHC Assessment will be available to each Participant within the Teladoc Health application following the vPHC Assessment. The Participant will be able to share the record of the vPHC Assessment by accessing the Teladoc Health application any time after the vPHC Assessment. In the event of the vPHC Assessment resulting in a recommendation for the Participant to proceed to urgent/emergency care (the "ER"), and the Participant agrees to proceed to the nearest ER, the Practitioner shall alert the nearest ER (agreed upon by the Practitioner and Participant) by transferring the record to the on the Participant's behalf.
- ix) Teladoc Health is not required to guarantee that the Participant will receive a prescription.
- x) Participants who receive a prescription from a Practitioner will be able to have the prescription available at a pharmacy of their choice (or delivered to their home if such location is available from the prescription delivery partner of Teladoc Health).

The Parties may amend the terms of this Appendix A upon expansion of the scope of the Services through entering into subsequent Statement of Works (or amendments) for Phase 2, Phase 3 etc.).

Appendix "B"

Teladoc Terms

- There is no guarantee that the Participant will receive a prescription;
- Medical advice is only provided by the Practitioner, and nothing else on any Teladoc Health website ("**Website**") constitutes medical advice;
- The Participant shall not:
 - Send or otherwise transmit to or through the Websites any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable material of any kind, any material that can cause harm or delay to the Websites or computers of any kind, and any unsolicited advertising, solicitation or promotional materials;
 - Restrict or inhibit any person from using the Websites;
 - Reverse engineer, disassemble or decompile any section or technology on the Websites, or attempt to do any of the foregoing;
 - Gain unauthorized access to the Websites, to other users' accounts, names, personally identifiable information or other information, or to other computers or Websites connected or linked to the websites;
 - Launch or use any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Websites in a manner that sends more request messages to Teladoc's servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
 - Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment;
 - Alter or modify any part of the content or services offered on or through the Websites;
 - Purposefully misrepresent their identity or affiliation;
 - Collect any information from the Websites for any purpose other than individual personal use;
 - Attempt, assist or permit any persons in engaging in any of the activities described above.
- The Participant acknowledges that Teladoc Health is the sole and exclusive owner of the Websites and their content, including all copyright, patent, trademark, trade secret and other ownership and intellectual property rights, in and to the Websites and any related materials and documentation. No title or ownership of the Websites or any portion thereof is transferred to the Participant and Teladoc Health reserves all rights not expressly granted hereunder. The Participant agree not to change or delete any copyright or proprietary notice related to materials downloaded from the Websites.

Schedule "D.2"

Statement of Work #2 Phase 1 – Virtual Emergency Medicine Services

This SOW is entered into by Teladoc Health Canada, Inc. and The Provincial Health Authority operating as Newfoundland and Labrador Health Services pursuant to the terms of the Virtual Health Services Agreement entered into by and between the Parties, dated November 1, 2023, (the "**Agreement**").

This SOW will become effective upon the Effective Date and will terminate upon the termination of the Agreement.

The Parties acknowledge and agree that the terms of this vER SOW may be amended to reflect expansion of the scope of the vER Services (as hereinafter defined) being offered to Participants, and any such amendments shall be made in writing and signed by the Parties.

The Parties acknowledge and agree that the terms of this vER SOW may be amended to reflect any changes in the scope of vER Services or to reflect any requested integration with any system of NLHS.

1. INTRODUCTION

- A.** In this SOW capitalized terms not otherwise defined shall have the meaning ascribed to such words in the Agreement. As used in this SOW, the following terms shall have the following meanings:
- "**Devices**" means Teladoc Health devices necessary to provide the vER Services, including the Lite cart plus any peripheral kits.
 - "**Practitioner**" means a licensed physician engaged by Teladoc Health to provide Healthcare Services through the Teladoc Health platform to residents of the Province of Newfoundland and Labrador through the Project;
 - "**vER Assessment**" means an interaction between a Practitioner and an on-site healthcare professional and/or a Participant provided via the Solo Platform in accordance with the terms of this SOW.
- B.** NLHS desires to engage Teladoc Health to provide virtual healthcare related services in hospital ERs as more fully described in Appendix A to this vER SOW (the "**vER Services**") through the Teladoc Health platform for patients ("**Patients**") presenting at/in the hospital ERs set out below (the "**Locations**").
- C.** The vER Services are intended to support and enhance the Virtual Emergency Room ("**vER**") program in emergency rooms ("**ERs**") at Category B sites in the province of Newfoundland and Labrador ("**NL**"). Currently, these vER sites are at a frequent risk of closures, affecting patient care. Teladoc Health will contract with Practitioners and will supply software and hardware platforms to support the on-site clinical teams in caring for Patients entering into these Category B site ERs.

- D. NLHS also desires to purchase a license to use certain software and other technology subject to the terms set out in Appendix B to this vER SOW (the “**Solo Platform**”) and to lease devices set out in Appendix C to this vER SOW (the “**Lite 4**”) to facilitate delivery of the vER Services and Teladoc Health agrees to provide such license and lease such devices.
- E. NLHS acknowledges and agrees and further acknowledges that Teladoc Health is relying upon such acknowledgment in providing the vER Services that Teladoc Health may be unable to provide certain, or all, of the vER Services to a Patient if Teladoc Health does not have the records it deems necessary, such as medical records and related test reports, radiology, pathology, and/or physician notes (“**Required Medical Information**”).

2. LOCATION OF vER SITES

- A. Teladoc Health will provide the vER Services described herein to five (5) Category B ERs agreed to by the Parties, each of which is a “**Site**” or a “**vER Site**”. The Parties may agree to expand the provision of vER Services to additional ERs in future on written agreement by the Parties.

3. RESPONSIBILITIES

A. Account Support

Teladoc Health shall be available to NLHS to assist with the following:

- Providing materials for client education about the vER Services;
- Providing assistance to NLHS in answering questions; and
- Reviewing and explaining reporting.

B. Change Management and Project Management

- NLHS is responsible for all internal, provincial change management and project management supports.
- Teladoc Health will provide a proposed approach based on prior experience.
- NLHS will finalize and approve the change management, communications and project management plans. Project tasks that are assigned to Teladoc Health as the accountable party must be agreed upon by both parties.

C. Consents and Terms of Use

- NLHS shall ensure that it obtains from Participants all consents required by applicable privacy law including PIPEDA and PHIA in order for Teladoc Health and Providers to provide the vER Services and shall maintain records necessary to demonstrate such consents. Teladoc Health shall provide all reasonable assistance to NLHS to obtain such consents.

D. Data Analytics & Reporting

Teladoc Health will provide NLHS with the following reports and raw data extracts, in a format and approach that is compliant with applicable NLHS security and privacy policies and the

Data Sharing Agreement between the Parties and attached as Schedule "C" to the Agreement.

Reporting:

- Bi-weekly standard aggregate participant utilization reporting package for the first three (3) months of the term, followed by monthly reporting which includes, but is not limited to:
 - i. Volume and utilization;
 - ii. Demographic information;
 - iii. Reason for visit and diagnosis;
 - iv. Medications; and
 - v. Patient experience
- Specific reporting requirements to be reviewed and agreed upon.

Data Extract:

- Teladoc Health shall ensure that NLHS has access to the following data, whether directly from the Solo Platform or otherwise:
 - i. Patient demographic details including required patient identifiers: unique system generated patient ID and MCP number;
 - ii. Consult details, including consult date and time, reason for visit, diagnosis and disposition;
 - iii. Provider details including unique provider identifiers (if available);
 - iv. Medication details;
 - v. Other existing or new data elements as reasonably required.

Support

- Teladoc Health will provide training and ongoing support for the reporting and data exchange and will notify NLHS should any issues arise with delivery of the extract or reporting functionality;
- NLHS will be notified if changes or testing is required due to future product upgrades or releases as outlined;
- Teladoc Health will provide upgrades to reporting or the data extract, for example, new data fields as they arise.

Patient safety incidents and complaints reported to Teladoc Health by NLHS will be actioned and addressed in accordance with such reasonable NLHS guidelines/requirements as have been provided to Teladoc in writing from time-to-time.

Access to reporting data from the Solo Platform that can be utilized by NLHS to fill any data/report gaps beyond that are provided in the bi-weekly or monthly standard reports.

4. CREDENTIALING AND FEES

A. Credentialing and NLHS Privileges

Teladoc Health will provide physicians who are eligible to work in Newfoundland and Labrador, and who have completed NLHS' onboarding requirements which include, but are not limited to:

- i) completed a satisfactory reference check;

- ii) obtained a license to practice in NL;
- iii) completed a pre-placement health assessment;
- iv) obtained a satisfactory police records checks from jurisdictions where the Physician previously resided; and
- v) completed online modules related to privacy and signed Oath of Confidentiality.

NLHS shall ensure that any credentialing requirements are reasonably required in light of the vPHC Services being provided. Such credentialled physicians shall be the Practitioners who provide the vER Services pursuant to this SOW.

B. Fees

In consideration for delivering the vER Services, NLHS shall pay the following fees:

- A monthly fee of \$540,000, plus any applicable taxes, upon receipt of the applicable Invoice.
- A one-time fee of \$90,000 for Solo Platform configuration and set-up, plus any applicable taxes, upon receipt of the applicable Invoice. It is understood and agreed that this one-time fee shall be reflected in an Invoice to be delivered on or around the commencement of the Term.

(Collectively, the “**Fees**”)

The Fees above include up to 2,920 vER Assessments per month, change management support, marketing support, access to the Solo Platform, customized data & analytics, five (5) Lite 4 devices including support, up to one-hundred (100) individual Licenses for NLHS access to the Solo Platform, quality assurance review, licensing of physicians with College of Physicians and Surgeons of Newfoundland and Labrador (“CPSNL”), call centre support, dedicated contacts within the Teladoc Health team and any other reasonable requirements of NLHS in the provision of the vER Services.

On a monthly basis, the Parties shall meet to assess the success of the vER Services by reviewing, among other things, the utilization of the vER Services, identify any efficiency and continuous improvement opportunities and such other aspects of the Project implementation as may arise.

C. Consumer Price Index Changes

The Fee shall be subject to annual adjustment to reflect any increase, or decrease, in CPI. The adjustment shall occur on the first day of the month following the one-year anniversary of the start of the Term. Each of the fees set forth in this SOW shall be multiplied by the percent increase, or decrease, in CPI for the immediately preceding each twelve-month period. If publication of the CPI ceases, or if the CPI otherwise becomes unavailable or is altered in such a way as to be unusable, the Parties shall agree on the use of an appropriate substitute index published by Statistics Canada or any successor agency.

D. Payment of Fees

- i) Teladoc Health will submit a monthly invoice to NLHS ("**Invoice**") and NLHS agrees to pay such Invoice within thirty (30) days of the date of Invoice in accordance with the instructions set forth therein. Teladoc Health will invoice for applicable taxes and NLHS is solely responsible for payment of any federal, provincial or local excise, sales, use or similar taxes assessed with respect to the vER Services.
- ii) Unless NLHS directs otherwise in writing, Teladoc Health will deliver all Invoices for the vER Services via email to the following email address: accounts.payable@nlchi.nl.ca
- iii) All undisputed amounts not paid within thirty (30) days of the due date of the Invoice are subject to a late payment charge of one and a half percent (1.5%) per month simple interest (or, if less, the maximum rate allowed by applicable law) from the due date of the Invoice until the date of payment.
- iv) If any undisputed amounts due to Teladoc Health become more than sixty (60) days delinquent, Teladoc Health may suspend provision of the vER Services until such amounts have been paid.


[Execution Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health Canada, Inc.

**Provincial Health Authority, o/a
Newfoundland and Labrador Health
Services**

**Name: Carlos Nueno
Title: International President
Date:**



**Name: David Diamond
Title: CEO
Date: November 7, 2023**

**Name: Joby McKenzie
Title: Managing Director
Date:**

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Teladoc Health Canada, Inc.

**Provincial Health Authority, o/a
Newfoundland and Labrador Health
Services**

DocuSigned by:

Carlos Nueno

Name: Carlos Nueno
Title: International President
Date: 11/6/2023

Name: David Diamond
Title: CEO
Date:

DocuSigned by:

Joby McKenzie

Name: Joby McKenzie
Title: Managing Director
Date: 11/6/2023

Appendix "A"

Virtual Emergency Medicine Services

Teladoc Health shall contract with Practitioners who shall provide virtual patient care in accordance with the Agreement and vER SOW via the Solo Platform.

Initial Activities

Prior to the commencement of the vER Services set out below, the Parties shall develop necessary policies and procedures, and ensure the availability of necessary equipment and on-site staffing in order for the vER Services to be provided. These initial activities include, but are not limited to:

- i) The provision of a list of available on-site clinicians, available equipment and standard operating procedures ("**SOPs**") as well as any applicable medical directives at each vER Site by NLHS;
- ii) In-person site visits of each vER Site by Teladoc Health; including but not limited to the training to staff (super users) as required by NLHS.
- iii) The participation in solution design sessions by both NLHS and Teladoc Health; and
- iv) vER Practitioner licensure in Newfoundland and Labrador.

vER Governance

NLHS shall designate a minimum of two (2) senior medical, senior nursing, on-site clinical staff, and/or quality and risk for each vER Site to participate regularly (at least monthly) in shared planning and/or ongoing vER medical and operational review sessions.

vER Services

Teladoc Health will provide the following vER Services as required by NLHS and in accordance with the following:

- i) vER Services are available to any individual presenting themselves at the emergency room of a vER Site.
- ii) The vER Services include access to vER Assessments with Practitioners 24 hours per day, 365 days per year.
- iii) Teladoc Health shall ensure that any follow up required following a vER Assessment shall be undertaken by a Practitioner as the follow up relates to the specific purpose of the vER Assessment until discharge or transfer of care to another practitioner.
- iv) Teladoc Health will provide Devices to the vER Sites.
- v) Practitioners shall work with on-site clinical staff to deliver emergency medical care in the emergency departments of vER Sites. This includes:

- a. Encounter notes on Solo SmartNotes by Practitioners;
 - b. Patient triage and other encounter notes completed by on-site clinical staff shall be entered in Meditech and faxed or verbally provided to Teladoc Health staff for input into the SOLO system;
 - c. Full coordination of tasks/events with on-site clinical team and Category A sites for transfers, if required;
 - d. Pharmacy, ordering labs and imaging, and specialty referrals, etc. to be coordinated by on-site clinical staff;
 - e. vER clinical leadership working with on-site ER leadership to co-develop workflows for specific medical scenarios; and
 - f. Relevant notes and records created by the Practitioner on the SOLO Platform shall be faxed to the local Site for entry into Meditech.
- vi) vER Services shall be provided in accordance with: (i) professional standards of care; (ii) applicable statutes and regulations.

Teladoc Health will identify a core group of Practitioners to provide vER Services, though this group may change from time to time as needed. Teladoc Health shall ensure that Practitioners have the appropriate qualifications to carry out the vER Services. Practitioners shall use their independent professional judgement when performing the vER Services.

NLHS Obligations

- i) NLHS shall only offer vER Services in vER Sites where there are sufficient on-site clinical staff ("**NLHS Staff**") available to provide necessary in-person care to patients and to work with the Practitioners to carry out the vER Services. At a minimum, this shall include a registered nurse and a respiratory therapist or other appropriately trained advanced care paramedic to deliver airway management. NLHS Staff shall be appropriately licensed and shall provide on-site care to patients as directed by the Practitioners.
- ii) NLHS shall:
 - a) provide qualified personnel who are capable of performing NLHS' duties and tasks in relation to vER Services, and notify Teladoc Health of any changes to available on-site clinicians and available equipment at each vER Site;
 - b) provide Teladoc Health with access to vER Sites and facilities during NLHS' normal business hours and as otherwise reasonably required by Teladoc Health to perform the vER Services;
 - c) provide Teladoc Health with such working space and office support (including access to telephones, photocopying equipment, and the like) as Teladoc Health may reasonably request in connection with its performance of the vER Services; and,

- d) perform NLHS' duties and the tasks agreed to be performed by NLHS, and such other duties and tasks as may be reasonably required to permit Teladoc Health to perform the vER Services.

NLHS will also make available to Teladoc Health any data, information and any other materials reasonably required by Teladoc Health to perform the vER Services, including, but not limited to, any data, information or materials contained in the HEALTHe NL system or specifically agreed by the Parties (collectively, "**NLHS Materials**"). NLHS will be responsible for ensuring that all such NLHS Materials are accurate and complete. NLHS is solely responsible for the patient care provided by non-Teladoc health physicians and providers, including the implementation and execution of backup processes and procedures for providing timely and effective patient care in the event that the Teladoc Technology is unavailable for any reason including lack of internet/connectivity at the vER site.

- iii) NLHS shall equip the vER Sites in accordance with:
 - a) professional standards of care;
 - b) applicable statutes and regulations;
 - c) NLHS' written policies; and,
 - d) any protocols developed by the Parties.
- iv) NLHS is responsible for ensuring all facility licensing and accreditation standards are satisfied. To the extent NLHS is required to obtain any regulatory approvals, registrations, or waivers to deliver telehealth-based medical services to patients at vER Sites, NLHS is responsible for obtaining such approvals and for complying with such requirements.
- v) To the extent that NLHS controls access to any record or other information generated in performance of the vER Services, NLHS shall provide access to such information as needed for Teladoc Health or Practitioners to meet any legal or regulatory requirements at no additional charge.
- vi) At the end of the Term, NLHS shall return all Devices to Teladoc Health in operating condition with normal wear and tear excepted.

Appendix "B"

Technology Agreement

Introduction

Teladoc Health provides access to a suite of online Software as a Service services (the "**SaaS Services**"). This Appendix governs the use of such SaaS Services documented in any SOW attached to the Agreement.

As used in this Appendix, the following terms shall have the following meanings:

- "**Account**" means an account allowing access to Services created in NLHS' name.
- "**Client Systems**" means modems, servers, devices, software, network and equipment and ancillary services owned, controlled or procured by NLHS, excluding all systems and services procured by NLHS from Teladoc Health. Client Systems shall include, at a minimum, secure means for connecting to the internet and commercial web browser applications capable of interfacing with the Platform ("**Minimum Requirements**").
- "**Harmful Code**" means any software, including any virus, worm, malware or other malicious computer code, intentionally designed to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner: (a) the function of any computer, software, firmware, hardware, system or network, or (b) the security, integrity, confidentiality or use of any data.
- "**Non-Teladoc Application**" means a web-based, mobile, offline or other software application functionality that interoperates with a Teladoc Technology, that is provided by a third party.
- "**UserID**" means each unique End User identification name and password used for access to and use of the Services through NLHS' Account.

Scope

Subject to the terms and conditions of the Agreement and the vER SOW, Teladoc Health will allow NLHS to access and use the SaaS Services, during the Term of the vER SOW for each applicable subscription (each referred to as a "**Subscription Term**"), solely for NLHS' own internal business purposes. NLHS' rights to access and use the SaaS Services are non-transferable and non-sublicensable. NLHS may access and use the SaaS Services only as permitted by this Agreement.

The Platform may contain features designed to interoperate with Non-Teladoc Applications. Teladoc Health cannot guarantee the continued availability of such interoperability but will use commercially reasonable efforts to maintain interoperability necessary to work with Client Systems but in any case will provide NLHS with sixty (60) days' advance notice in the case that interoperability will not be maintained. NLHS shall not be entitled to any refund, credit, or other compensation if Teladoc Health ceases providing such services or the provider of a Non-Teladoc Application ceases to make such application available for interoperation. NLHS will comply with the applicable terms of service for any Non-Teladoc Application and shall not use any Non-Teladoc Application to store or transmit Harmful Code.

Terms

- i) **End User ID's.** NLHS will cause each End User authorized to use the SaaS Services through NLHS' Account to create a User ID. NLHS will be responsible for ensuring that the End Users keep their User IDs secure and do not share or disclose End User IDs with each other or with third parties. NLHS acknowledges that NLHS will be fully responsible for (a) ensuring End User compliance with this Agreement and all liabilities arising from any non-compliance, and (b) all actions taken through use of any End User ID (whether lawful or unlawful), including any losses incurred by Teladoc or others due to any unauthorized use of an End User ID. In no event will Teladoc Health be liable for the foregoing obligations or the failure by NLHS to fulfill such obligations. NLHS accepts full responsibility for all activity conducted by End Users through any credentials controlled and released by NLHS and hereby releases Teladoc Health from any and all liability concerning such activity except to the extent caused by Teladoc Health.
- ii) **Platform and Other Services.**
 - a. **Provision of Platform; Rights to Use.** Subject at all times to the terms and conditions of this Agreement, Teladoc Health hereby grants NLHS, including its End Users, a non-exclusive, non-transferable, non-sublicensable, limited right and license to access and use the SaaS Services solely within the Province of Newfoundland and Labrador, during the Subscription Term, solely for the benefit of NLHS to receive, telehealth services via the Platform.
 - b. **Access to Providers.** Subject to the terms and conditions of this Agreement, NLHS may provide access to the Platform to End Users.
- iii) **Access to the SaaS Services.** Teladoc Health will assign NLHS access credentials necessary to use the Platform. NLHS may provide its End Users with access credentials for access to certain services provided through the Platform. NLHS acknowledges that third-party providers of certain Platform applications or features may require End Users to agree to a click-wrap license before accessing the Platform, it being agreed by NLHS that any such click-wrap license shall not amend the terms and conditions of this Agreement between NLHS and Teladoc Health.
- iv) **End User Access.** NLHS shall be solely responsible for developing its own policies and procedures, disclaimers, clinical guidelines, terms of use, consents, and authorizations for its End Users and for providing all required notices to End Users (collectively "**Client Policies**"), as well as for establishing and requiring End User acceptance of all Client Policies. Teladoc Health shall have no liability whatsoever arising out of any Client Policies (or lack thereof) or for NLHS' enforcement of such Client Policies. Teladoc Health's sole obligation with regard to the foregoing is to load Client Policies within the Platform as directed by NLHS. The terms of any Client Policies shall not create any additional liability or obligation on the part of Teladoc Health, without Teladoc Health's express written consent. In the event Teladoc Health provides to NLHS a draft client policy or template for any client policy (a "**Template**"), Teladoc Health makes no representation or warranty as to the sufficiency, fitness for a particular purpose or enforceability of such Template. Teladoc Health's provision of Services does not relieve NLHS of its obligation to ensure compliance with applicable laws. NLHS accepts sole responsibility for evaluating the adequacy of any Template for NLHS' own needs and accepts all liability arising from use of such Template.

- v) **Client Systems.** NLHS shall obtain and operate all Client Systems needed to connect to, access or otherwise use the Platform, and provide all corresponding backup, recovery and maintenance services corresponding to such Client Systems. NLHS shall be solely responsible for ensuring that all Client Systems are compatible with the Platform and comply with all related configurations and specifications set forth in any Documentation. NLHS shall maintain the version-currency, integrity and security of Client Systems (physical, electronic and otherwise) necessary to remain compatible with the Platform. Teladoc Health will not be responsible or liable for any failure of the Platform resulting from or attributable to: (a) Client's Systems; (b) network, telecommunications or other service or equipment failures outside of Teladoc's facilities or control; or (c) NLHS' negligence.
- vi) **Operability.** Teladoc Health will use commercially reasonable efforts to maintain the Platform as operational at all times, subject to down-times resulting from scheduled maintenance, repairs and Updates.
- vii) **Updates.** Teladoc Health may, from time to time, with reasonable advance notice, provide Updates to the Platform during the Subscription Term. NLHS must accept Updates within sixty (60) days after general release of the Update. After sixty (60) days from the general release of the update, Teladoc Health will have the right to implement any required Updates regardless of NLHS' acceptance of the Update.
- viii) **Client Obligations.** In addition to its other obligations hereunder, NLHS shall:
 - a. Identify one (1) or more NLHS support representatives in writing who shall be the sole contacts for the coordination and receipt of support services, and such persons shall be trained and knowledgeable about how the Platform is being used. NLHS shall be responsible for notifying Teladoc Health in writing of any changes to the designated representative(s).
 - b. Provide an email address or addresses for electronic mail communications.
 - c. Provide reasonable supporting data (including written descriptions of problems) as requested by Teladoc Health, and to otherwise aid Teladoc Health in identifying and correcting reported problems.
- ix) **End of Life.** Teladoc Health has the sole and unilateral right to determine if the Platform or any SaaS Service has reached its reasonable end of life ("EOL") and discontinue offering such Platform or SaaS Service upon EOL. Teladoc Health will provide reasonable advanced written notice to NLHS if it has determined that the Platform or any SaaS Service will reach its EOL, including the expected EOL date. Notwithstanding anything to the contrary in this Agreement, Teladoc Health will not be required to continue supporting any SaaS Service that has reached EOL. If NLHS has prepaid any Fees for the Platform or any SaaS Service that has reached EOL, Teladoc Health will make commercially reasonable efforts to transition NLHS to a replacement Platform or SaaS Service and credit any prepaid Fees towards the fees for such replacement Platform or SaaS Service.

- x) **Limited Warranty.** Teladoc does not warrant that the Teladoc Technology for any purpose other than those contemplated in the Agreement, or that it will continue to function in the event of any changes to Client Systems.

Service Level Commitment

The below commitments related to Teladoc Health service levels apply to the Teladoc Health Platform and Equipment provided under the vER SOW.

1. **Availability.** Teladoc Health warrants that the Platform will be operational and available for use on a 24x7x365 basis with an average uptime commitment of 99.95% per calendar month (“**Uptime Commitment**”). NLHS’ remedy for failure of this warranty in any given month will be a 5% reduction in the Fees specified in this vER SOW, for every 2% that Teladoc’s availability falls below the Uptime Commitment. Uptime will be calculated per calendar month, as follows:

$A = ((T - F) * 100) / T$, where:

A = Availability percentage.

T = Total time in that calendar month, measured in minutes, but excluding Excused Downtime (as defined below).

F = Total time in that calendar month when SaaS Services are unavailable, measured in minutes, but excluding: (a) failure of NLHS to meet the Minimal Requirements, (b) planned outages (including scheduled maintenance and installation of updates or upgrades), (c) general internet problems, power outages, natural disasters, data communication failures or any other cause outside of Teladoc Health’s reasonable control (items (a) through (c) are collectively referred to as “**Excused Downtime**”).

2. **Technical Support.** Teladoc Health shall provide 24x7x365 unlimited technical support, which includes troubleshooting, error correction, and assistance with Platform and Equipment functionality. Access to technical support is available by phone, e-mail, and online chat.
3. **Software Updates and Maintenance.** Teladoc Health provides software updates and routine maintenance for its Platform, as well as Software. Software updates include minor feature enhancements and error correction patches provided by Teladoc Health on a periodic basis at no charge to NLHS. Teladoc Health expects to be able to issue software updates and deliver routine maintenance with minimal interruption.
4. **Service Level Agreement.** Once a technical support request has been received by Teladoc Health, either by phone, email, or online chat, and all required information has been gathered, Teladoc Health will open a support case and assign a severity level, as defined below.

Service Level Commitment - Support

Provided that NLHS meets the requirements in the “NLHS Responsibilities” paragraph below, Teladoc Health warrants that it will follow the below steps and timelines with respect to NLHS support in the event of a NLHS issue. NLHS’s sole remedy for failure of this warranty in any given

month will be Teladoc’s timely improvement of its performance under these requirements in the following month.

NLHS Responsibilities. NLHS may initiate technical support tickets by contacting Teladoc Health’s technical assistance center at 877-484-9119. Teladoc Health will respond to technical support tickets and provide NLHS with technical support services as set forth in the table below. Teladoc Health will handle all issues on a 24/7/365 basis. NLHS agrees to provide Teladoc Health with system information, as reasonably requested by Teladoc Health, to permit accurate diagnosis of a software error or equipment malfunction. NLHS agrees to assist Teladoc Health in the correction of any software error or equipment malfunction by assigning appropriate personnel at the care location to work with Teladoc Health’s support personnel to test for errors and to implement corrective measures. NLHS also agrees to support Teladoc Health with sufficient test time on NLHS’ system to duplicate an error, to certify that a software error is a software error and to certify that a software error has been corrected. NLHS agrees that Teladoc Health’s ability to diagnose and correct a software error or equipment malfunction is expressly dependent upon the fulfillment of NLHS’ responsibilities specified in this paragraph.

Priority	Severity	Service Level Target
P1: Critical	<p>Systemic loss of core functionality of a critical system, product, or major component which causes multiple End Users or customers to be unable to access Services or Software or to start, continue, or complete a consult.</p> <ul style="list-style-type: none"> • Inability to transmit and receive data caused by a failure of Software or network equipment managed and owned by Teladoc Health, excluding maintenance and force majeure, but including Teladoc Health managed switches, routers, and cabling • Infrastructure failure that impacts multiple customers • Medical Device Reporting event (“MRD”) • Security incident (breach or data loss) • Customer network outage where many care locations of a single customer lose connectivity to the network or go offline in a short amount of time • Systemic issue affecting multiple customers • Complete loss of services to all End Users 	<ul style="list-style-type: none"> • Initial Update: 15-30 minutes • If there is a catastrophic disaster that cannot be handled by Teladoc Health’s fallback data centers, NLHS will be notified as soon as possible, within 2 hours at most • Subsequent Update(s): Every 2 hours or at a time frame agreed upon with NLHS • Target Resolution: Twenty- four (24) hours from issue validation including a planned release of Software or planned Equipment repair. • Root Cause Analysis (“RCA”) / Situation, Background, Assessment, Recommendation (“SBAR”) to be provided to NLHS within 72 hours of resolution
P2: High	<ul style="list-style-type: none"> • NLHS experiences material degradation of SaaS Services or use of Equipment that interferes with the ability to perform a consult. 	<ul style="list-style-type: none"> • Initial Update: 30-60 minutes • Subsequent Update(s): Every 4 hours or at a time frame agreed upon with NLHS

	<ul style="list-style-type: none"> • The Platform or Services may be usable but are materially limited due to specific and essential functionality no longer working. • Localized Equipment is down and is unavailable for use at NLHS site with no viable fallback methodology, but there is a viable workaround • SaaS Services are severely impaired causing significant impact to majority of End Users • Product defect with workaround critical to job function 	<ul style="list-style-type: none"> • Target Resolution: Five (5) business days from issue validation or planned release of Software or planned Equipment repair
P3: Med	<ul style="list-style-type: none"> • Any request from NLHS that does not cause an issue with using the system • NLHS-specific or location-specific issue that does not affect End User ability to access SaaS Service or use of Equipment • Application failure, not critical to job function, affecting a small number of End Users; Work around provided • NLHS Inquiries – Legal, Contract, Security • Business impacting product enhancement, affecting a small number of End Users 	<ul style="list-style-type: none"> • Initial Update: 4 hours • Subsequent Update: Every 4 Hours or at a time frame agreed upon with NLHS • Target Resolution: Thirty (30) business days of issue validation or a planned Software release
P4: Low	<ul style="list-style-type: none"> • Any request from NLHS that has nothing to do with limited use of system • Feature requests, cosmetic issues, documentation errors • Inquiries for information only (i.e., how to use the product or recommended practices) • Incidents that have no impact to the business 	<ul style="list-style-type: none"> • Initial Update: 1 business day • Subsequent Update: Every business day or at a time frame agreed upon with NLHS • Target Resolution: Product roadmap planned release

Upon receipt from NLHS of a significant error or problem affecting NLHS' use of the Solution, Platform, Services, or Equipment, Teladoc Health shall take commercially reasonable measures to remedy the reported error or malfunction.

Teladoc Health may request certain information (data, screenshots, steps to reproduce, etc.) to properly validate and reproduce the error or malfunction.

APPENDIX C – TECHNICAL SPECIFICATIONS LITE 4



Performance

Head	Pan range: +/- 170° Tilt range: +27° / -65° max
Audio	Microphone: directional (hyper-cardioid), 10Hz-40kHz Speakers: 4X 5W mono 16 kHz sampling rate, 16-bit audio
Video	High Definition (HD) Cameras:45X equivalent zoom, 30 fps, 1920 x 1080p resolution, 24-bit color Display: 15" LCD, 1024x768 px, 500 nit, projected-capacitive touch-screen

Network	802.11 ac/a/b/g/n Bluetooth 4.1 + HS Gigabit Ethernet
Battery Life	5 hrs (depending on use)
Charging Time	4 hrs from 100% discharge to 80% charge (6 hrs to 100% charge)

System Input Power Requirements

	Lite 4
	US and International
Voltage	100-240 VAC
Frequency	50/60 Hz
Current	6.5 Amps

Lite 4 Classification

Lite 4 – Class I, Type B, Continuous Operation

Medical Electrical Equipment Test Standards

- IEC 60601-1-2:2014 Ed.4 Medical Electrical Equipment – Part 1-2: General Requirements for Safety – Collateral Standard: Electromagnetic Compatibility – Requirements and Tests
 - IEC 60601-1-6 Ed: 3.1 Medical Electrical Equipment – Part 1-6: General Requirements for Basic Safety and Essential Performance – Collateral Standard: Usability
 - IEC 60601-1:1988 Ed.2 +A1;A2;C1 Medical Electrical Equipment – Part 1: General Requirements For Basic Safety And Essential Performance
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