

**Boeing Shared Services Group
Supplement for Provision of Medical Services Performed on Boeing Premises
(Addendum to General Provisions)**

In the performance of the Contract that incorporates this Supplement, Seller shall, in addition to the other terms set forth in the Contract, comply with the following terms and conditions to perform Services onsite at Boeing:

I. QUALIFICATIONS

- a. Seller represents and warrants that as of the effective date of the Contract:
 - i. Seller is a legal entity that provides Services under the Contract using Seller employees, subcontractors and agents. All such Seller employees, subcontractors and agents performing Services under the Contract are credentialed, licensed, certificated, and have passed appropriate background checks performed by Seller or its agents, as required by law, to perform the Services in the State in which the Services are to be performed under the Contract;
 - ii. No employee, subcontractor or agent performing the Services has ever had any credential, license or certificate issued by any applicable authority in any State suspended, restricted or revoked; and
 - iii. Each employee, subcontractor and agent is otherwise qualified in every respect to provide the medical services required of such employee under the Contract.
- b. Seller shall ensure that all employees, subcontractors and agents performing the Services continue to meet the representations set forth above, throughout the term of the Contract.
- c. All employees, subcontractors and agents performing the Services on behalf of Seller will execute Buyer's customary Confidentiality Agreement for individual onsite services staff.

II. PERFORMANCE STANDARDS

- a. Seller shall ensure that the following standards and procedures are followed in connection with the Services:
 - i. Seller and its employees, subcontractors and agents shall at all times strive for courtesy, efficiency, and timeliness of care and compassion in the delivery of Services;
 - ii. Seller and its employees, subcontractors and agents shall perform Services in a high quality manner which is consistent with the professional standards for the delivery of medical services;

- iii. Seller and its employees, subcontractors and agents shall provide the Services subject to the rules, regulations, policies, procedures, and codes of conduct of Buyer;
- iv. Seller and its employees, subcontractors and agents shall devote its best abilities to the duties and responsibilities set forth in the Contract and to support the purposes and obligations of Buyer;
- v. Seller shall continuously work to improve the quality of Services provided to Buyer;
- vi. Seller shall maintain good public relations with the employees of Buyer and with the patients of Buyer; and
- vii. In performing Services under the Contract, Seller shall ensure that all employees, subcontractors and agents providing Services under the Contract shall conduct themselves in a manner consistent with the principles of medical ethics promulgated by the professional associations and/or governing bodies applicable to their profession and comply with Buyer's rules and regulations.

b. Seller will render all Services under the Contract, including all medical care, at the service rate noted in the Contract, which shall be Seller's full and complete compensation for the Services. Seller will not bill Buyer's Third Party Administrator (TPA) or any other Health & Insurance plan for Services rendered under this Contract.

c. In addition to any insurance requirements set forth in the Contract, throughout the period when Services are performed, Seller shall carry and maintain Medical Malpractice Insurance with available limits of not less than Five Million Dollars (\$5,000,000) per each medical incident for injury or property damage, for each Medical Professional, Physician and/or Surgeon, whether an employee, subcontractor or agent, who shall provide services to Buyer in the performance of this Agreement.

Any policy which provides the insurance required under this Section II(c) shall:

- I. Be endorsed to name "Buyer, its subsidiaries, and their respective directors, officers, agents and employees" as additional insureds (hereinafter "Additional Insured") to the extent of the indemnity set forth in Section VI;
- II. Be endorsed to be primary to and noncontributory with any insurance maintained by Buyer,
- III. Provide a waiver of any rights of subrogation against the Additional Insured, and
- IV. Contain a severability of interest provision in favor of the Additional Insured.

III. REPORTS AND RECORDS

Seller shall provide all reports, medical records and other records reasonably required by Buyer in connection with its obligations under the Contract, including without limitation, accurate, complete and timely medical records on Buyer's employees in accordance with Buyer policy and applicable federal and state law. Seller shall maintain time records for the purpose of supporting and verifying the time of its employees, subcontractors, and agents that are performing any of the Services. All reports and records, other than time records, shall become the property of Buyer; provided, however, that Seller shall have the right to reasonable access to such records and reports as shall be provided by law and Buyer policies.

IV. CONFIDENTIALITY

In addition to any other confidentiality obligation in the Contract, Seller shall comply with all nondisclosure policies and procedures of Buyer and shall not disclose information to others relating to the Contract specifically or to Buyer operations in general, except as authorized by Buyer in writing or as required by law. Seller acknowledges that he/she may have or obtain access to confidential protected health information ("PHI"), including, but not limited to, individually identifiable health information. Seller agrees that he/she/its:

- (a) Will not use or further disclose PHI other than as permitted by the Contract or required by law;
- (b) Will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which it may come into contact;
- (c) Will use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the Contract or required by law;
- (d) Will report to Buyer any unauthorized use or disclosure immediately upon becoming aware of it;
- (e) Upon termination of the Contract, for whatever reason, will return all PHI received from, or created or received by it on behalf of Buyer which Seller maintains in any form, and retain no copies of such information; and
- (f) Will comply with all applicable laws and regulations relating to or governing PHI.

Seller recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of the Contract and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and, accordingly, the patient or owner of such information may seek legal remedies against Seller.

V. DISQUALIFICATION

In addition to any other rights Buyer may have under the agreement, Buyer may, in Buyer's sole discretion, disqualify Seller or any Seller employee, subcontractor or agent from performing Services pursuant to the Contract and/or terminate the Contract immediately upon the occurrence of any of the following to an employee, subcontractor or agent of Seller that is performing any portion of the Services:

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(a) Loss or suspension of license to practice his or her profession, a restriction or condition of any type placed upon such license which in some way restricts the ability to practice or to treat patients, including without limitation any restriction, suspension or revocation on his or her license or right to prescribe or administer any controlled substances, or failure of Seller to notify Buyer immediately upon occurrence of any of the foregoing;

(b) Failure to complete medical records in a timely fashion;

(c) Failure to continuously satisfy Buyer's credentialing requirements;

(d) Failure to comply with Buyer policies, rules and regulations;

(e) Failure to meet any of the performance standards set forth in Section II above, or

(f) Failure to meet any other obligation under this Agreement.

VI. INDEMNIFICATION

(a) Seller shall defend, indemnify and hold harmless Buyer, its subsidiaries and their respective directors, officers, employees and agents (hereinafter "Indemnitees") from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever, and expenses, costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to the Agreement, the performance thereof by Seller, its employees, subcontractors, or agents, including without limitation the provision of Services, personnel, facilities, equipment, support, supervision or review. Notwithstanding the provisions of Section 14.a. of the Contract, the foregoing indemnity shall apply only to the extent of Seller's negligence or the negligence of its employees, subcontractors or agents or breach of its obligations pursuant to the Contract and this Supplement. In no event shall Seller obligations be limited to the extent of any insurance available to or provided by the Seller, its subcontractors or agents.

(b) Seller expressly waives, and shall cause its subcontractors and agents to waive, any immunity under industrial insurance, or any other statute or source, to the extent of the indemnity set forth in this Section VI.

(c) Seller shall require each subcontractor and agent to provide an indemnity, enforceable by and for the benefit of the Indemnitees, to the same extent required of Seller under this Section VI.

VII. MEDICAL JUDGMENT

No provision of this Agreement shall be construed to interfere with the independent medical judgment or professional ethics of any physician who is an employee or independent contractor of the Company (a "Company Physician"). Notwithstanding the economic relationship of any Company Physician with the Company, Company Physicians shall at all times control the Company's practice of medicine. All decisions regarding the provision of health care services to patients shall be based on patients' medical needs and shall be made by or under the supervision of licensed Company Physicians.

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THE BOEING COMPANY
(Acting through its division,
Boeing Shared Services Group)

SELLER

By

By

Title

Title

Date

Date