



TeleHealthcare
Network

Augmenting Care Through Virtual Coverage

CODE OF CONDUCT AND ETHICS POLICY

Augmenting Care Through Virtual Coverage

Applies to all employees, officers, directors, independent contractors,
contracted clinicians, and temporary personnel of TeleHealthcare Network

Version 1.0

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Approved by: Vimarsh Raina, MD, Chief Executive Officer

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1. A Message from Leadership

TeleHealthcare Network ("TeleHCN" or the "Company") exists because patients in rural and resource-constrained hospitals deserve the same standard of care as patients anywhere else. Our clinicians are often the only physician-level presence available to a facility overnight. That responsibility does not permit shortcuts.

This Code of Conduct sets out the standards every person who works for or on behalf of TeleHCN is expected to meet. It is not a substitute for judgment, and it cannot anticipate every situation. When something feels wrong, it usually is — and you are expected to say so.

Read this document carefully and ask questions about anything that is unclear. You acknowledge this Code when you sign your engagement agreement with the Company, as Section 18 explains — that signature confirms you understand these standards and agree to be held to them.

Vimarsh Raina, MD — Chief Executive Officer, TeleHealthcare Network

2. Purpose, Scope, and Applicability

2.1 Purpose

This Code establishes the ethical, legal, professional, and clinical standards that govern how TeleHCN conducts business and delivers care. It is a foundational element of the Company's compliance program and is intended to be consistent with the compliance program guidance issued by the U.S. Department of Health and Human Services Office of Inspector General ("OIG").

2.2 Who This Code Covers

This Code applies, without exception, to:

- All employees of TeleHCN, full-time, part-time, and per diem;
- All officers and members of the Board of Directors or governing body;
- All independent contractors, including contracted physicians, nurse practitioners, physician assistants, and other licensed clinicians who provide services under a TeleHCN agreement;
- All temporary, locum tenens, per-assignment, and agency personnel;
- All vendors, consultants, and business partners, to the extent their agreements incorporate this Code by reference.

Collectively, these individuals are referred to in this Code as "Covered Persons" or "you."

2.3 Relationship to Other Agreements

This Code supplements — and does not replace — your employment agreement, independent contractor agreement, confidentiality or non-disclosure agreement, restrictive covenant agreement, business associate agreement, facility bylaws, medical staff rules, or any client-site policy that applies to you. Where two standards apply, you must follow the stricter one. Nothing in this Code creates an employment contract, alters the at-will nature of employment where applicable, or converts an independent contractor relationship into an employment relationship.

2.4 Your Obligation

Every Covered Person must: (a) read and understand this Code; (b) complete assigned compliance training; (c) comply with this Code and all applicable laws; (d) promptly report suspected violations; and (e) cooperate fully and truthfully with any Company investigation or audit.

3. Our Core Values

- **Patients First.** Every decision is measured against whether it serves the patient in the bed. Business considerations never override clinical need.
- **Clinical Integrity.** We practice within our licenses, our privileges, and our competence, and we document what we actually did.
- **Honesty.** We tell facilities, payers, regulators, and each other the truth — including when the truth is inconvenient.
- **Respect.** Bedside nurses, facility staff, patients, and families are treated with courtesy regardless of pressure or fatigue.
- **Accountability.** We own our errors, disclose them promptly, and fix the system that allowed them.
- **Confidentiality.** Patient information and client information are protected as if they were our own.

4. Compliance with Laws and Regulations

Covered Persons must comply with all federal, state, and local laws and regulations applicable to TeleHCN's business and to their own professional practice, including but not limited to:

- The Health Insurance Portability and Accountability Act of 1996 and the HITECH Act (collectively, "HIPAA");
- The federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and the Physician Self-Referral Law ("Stark Law," 42 U.S.C. § 1395nn);
- The False Claims Act (31 U.S.C. §§ 3729–3733) and the Civil Monetary Penalties Law;
- The Emergency Medical Treatment and Labor Act ("EMTALA"), where applicable to services rendered;
- The Controlled Substances Act and the Ryan Haight Act, as applicable to remote prescribing;
- State medical and nursing practice acts, telemedicine statutes, and licensure requirements in every state where a patient is located at the time of service;
- Federal and state employment, wage-and-hour, anti-discrimination, and workplace safety laws;
- Applicable state data breach notification and health information privacy laws.

Ignorance of a legal requirement is not a defense. If you are uncertain whether a law applies to a situation, stop and consult the Compliance Officer before proceeding.

5. Patient Privacy and Protected Health Information

TeleHCN and its clinicians routinely access protected health information ("PHI"). Safeguarding that information is a legal obligation and a condition of continued engagement.

5.1 Minimum Necessary and Legitimate Purpose

Access PHI only when you have a legitimate treatment, payment, or health care operations purpose, and only to the minimum extent necessary to accomplish that purpose. Curiosity is never a legitimate purpose.

Accessing the record of a public figure, a coworker, a family member, a neighbor, or yourself outside of a treatment relationship is a terminable offense.

5.2 Practical Safeguards

- Conduct telehealth encounters from a private, secure location where conversations cannot be overheard.
- Use only Company-approved, HIPAA-compliant platforms for clinical video, messaging, and record access. Personal SMS, personal email, and consumer messaging apps must never carry PHI.
- Position cameras and screens so that PHI is not visible to household members or passersby, and use privacy screens on laptops used in shared spaces.
- Do not photograph, screenshot, download, print, or forward PHI to any personal device, personal account, or unencrypted storage.
- Lock your screen whenever you step away, and encrypt any device that touches PHI.
- Never share login credentials. Every access must be attributable to one individual.

5.3 Reporting Privacy Incidents

Any actual or suspected impermissible use or disclosure of PHI — including a lost device, a misdirected message, an unauthorized access, or a phishing compromise — must be reported to the Privacy Officer immediately and in no event later than twenty-four (24) hours after discovery. Prompt reporting allows the Company to meet its breach notification deadlines. Delayed reporting compounds the harm and will be treated as a separate violation of this Code.

Business Associate Obligations

TeleHCN typically acts as a Business Associate of its client facilities. Client-facility Business Associate Agreements impose obligations that flow down to you personally, including breach reporting timelines and restrictions on subcontracting. Your obligations under an applicable BAA survive the end of your engagement.

6. Clinical Standards and Quality of Care

6.1 Standard of Care

Care delivered by telehealth must meet the same standard of care as care delivered in person. If the modality is inadequate for the clinical question — because you cannot perform a necessary examination, because connectivity is failing, or because the acuity exceeds what remote management can safely support — you must say so, document it, and escalate to on-site resources or arrange transfer.

6.2 Scope of Practice and Supervision

Practice only within the scope authorized by your license, your certification, your facility privileges, and applicable state law. Where a nurse practitioner or physician assistant provides services under a collaborative practice or supervisory arrangement, that arrangement must be documented, current, and compliant with

the law of the state in which the patient is located. Do not accept an assignment that requires you to exceed your authorized scope.

6.3 Escalation and Handoff

- Escalate promptly when a patient deteriorates, when a clinical question exceeds your competence, or when the facility lacks resources to execute your plan.
- Complete a structured handoff at the end of every shift, including unresolved issues, pending results, and anticipated decompensation.
- Never leave a shift uncovered. Coverage gaps must be arranged through the Company, not informally between clinicians.

6.4 Adverse Events and Errors

Report clinical errors, near misses, adverse events, and patient safety concerns through the Company's incident reporting process and any process required by the client facility. TeleHCN operates a non-punitive reporting culture for good-faith reports of error; concealment, however, is grounds for termination.

6.5 Prescribing

Prescribe only where a valid clinician-patient relationship exists and where federal and state law permit prescribing by the modality used. Controlled substance prescribing must comply with the Controlled Substances Act, DEA registration requirements, the Ryan Haight Act and any applicable telemedicine exception, and state prescription drug monitoring program requirements. Never prescribe to yourself, family members, or coworkers.

7. Licensure, Credentialing, and Exclusion Screening

7.1 Maintaining Credentials

You are personally responsible for maintaining, in active and unrestricted status, every license, certification, DEA registration, and credential required for your role, and for satisfying continuing education requirements. You must provide the Company with current copies upon request.

7.2 Mandatory Disclosure

You must notify the Compliance Officer in writing within three (3) business days of any of the following:

- Any restriction, suspension, probation, revocation, surrender, or non-renewal of a professional license or DEA registration in any jurisdiction;
- Any investigation, complaint, or disciplinary proceeding by a licensing board or professional body;
- Any malpractice claim, lawsuit, settlement, or National Practitioner Data Bank report involving you;
- Any denial, limitation, or termination of clinical privileges at any facility;
- Any criminal charge or conviction other than a minor traffic violation;
- Any exclusion, debarment, or proposed exclusion from a federal or state health care program, including the New York State Medicaid Exclusion List;
- Any listing on, or notice of proposed listing on, the U.S. Treasury Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List;
- Any lapse or change in professional liability insurance coverage.

7.3 Exclusion Screening

TeleHCN screens all Covered Persons upon engagement and monthly thereafter against: the HHS Office of Inspector General List of Excluded Individuals/Entities (OIG LEIE); the GSA System for Award Management (SAM) exclusion list; the U.S. Treasury Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List (OFAC SDN); the New York State Office of the Medicaid Inspector General (OMIG) exclusion list and New York State Medicaid Exclusion List; and the exclusion list of every other state in which TeleHCN provides services or in which a Covered Person is licensed. Federal health care program payment is not available for items or services furnished by an excluded individual. Any Covered Person who becomes excluded will be immediately removed from all assignments and the engagement will be terminated.

8. Fraud, Waste, and Abuse

8.1 Anti-Kickback Statute

It is a federal crime to knowingly and willfully offer, pay, solicit, or receive anything of value to induce or reward referrals of items or services payable by a federal health care program. This prohibition extends to arrangements that are disguised as consulting fees, medical directorships, above-market compensation, discounted services, free staffing, or hospitality. All arrangements between TeleHCN and referral sources must be in writing, be commercially reasonable, reflect fair market value, and be reviewed for compliance before execution.

8.2 Stark Law

Financial relationships between physicians (and their immediate family members) and entities to which they refer designated health services must satisfy an applicable Stark Law exception. Disclose any such financial relationship to the Compliance Officer.

8.3 False Claims and Billing Integrity

No Covered Person may submit, or cause to be submitted, any claim or record that is false, fictitious, or fraudulent. Prohibited conduct includes:

- Billing for services not rendered, or for time not actually worked;
- Upcoding, unbundling, or selecting a code to increase reimbursement rather than to reflect the service performed;
- Documenting an encounter, examination, or discussion that did not occur, or cloning documentation between patients or shifts;
- Signing an attestation, order, or certification that you know or should know to be inaccurate;
- Backdating or altering a medical record other than through a properly identified addendum or correction.

8.4 Time and Coverage Records

Shift logs, call logs, encounter records, and invoices submitted to TeleHCN or to a client facility must accurately reflect the coverage actually provided. Clinicians paid on a per-diem or per-shift basis must be available and responsive for the full contracted period.

If You Are Asked to Do Something Improper

If any person — a supervisor, a client facility, a colleague, or a vendor — asks you to document, code, bill, or certify something you believe is inaccurate, do not comply. Report it under Section 15 the same day. Following instructions is not a defense under the False Claims Act.

9. Conflicts of Interest

9.1 General Standard

A conflict of interest exists whenever your personal, financial, professional, or family interests could reasonably be expected to influence — or appear to influence — your judgment on behalf of TeleHCN or its patients. Conflicts are not automatically prohibited, but undisclosed conflicts are.

9.2 Situations Requiring Disclosure

- Ownership, investment, or compensation arrangements with a competitor, client facility, vendor, staffing agency, pharmaceutical or device manufacturer, or referral source;
- Outside employment, moonlighting, locum tenens work, or consulting that overlaps with TeleHCN coverage obligations or involves a competitor;
- Serving as an officer, director, or advisor to another health care organization;
- A close family member employed by, or holding an interest in, a client, competitor, or vendor;
- Any opportunity discovered through your TeleHCN role that you wish to pursue personally;
- Participation in research, speaking, or advisory arrangements funded by industry.

9.3 Disclosure Process

Disclose actual, potential, and apparent conflicts in writing to the Compliance Officer at the time of engagement, annually thereafter, and within ten (10) days of any change. The Company will determine whether the conflict can be managed, requires recusal, or must be eliminated.

9.4 Corporate Opportunity and Non-Solicitation

You may not divert to yourself or to a third party any business opportunity that belongs to TeleHCN. Solicitation of TeleHCN clients, prospects, or personnel is governed by your individual agreement with the Company; nothing in this Code limits those obligations.

10. Gifts, Entertainment, and Business Courtesies

Business courtesies must never create an obligation or the appearance of one.

- Never solicit a gift, favor, discount, or service from a patient, client, vendor, or referral source.
- Do not accept cash or cash equivalents of any amount, including gift cards.
- Unsolicited non-cash gifts of nominal value (customarily under USD \$50, and not exceeding USD \$150 in aggregate from a single source per year) may be accepted; anything above that threshold must be reported to the Compliance Officer and may be declined, returned, or donated.
- Meals and entertainment must be modest, occasional, and incidental to a legitimate business discussion.
- Never offer or accept anything of value in connection with the referral of patients or business.

- No Covered Person may offer anything of value to a government official or employee to obtain a business advantage, consistent with the Foreign Corrupt Practices Act and applicable anti-bribery laws.

11. Confidential and Proprietary Information

In addition to PHI, you will have access to information that is confidential to TeleHCN or to its clients, including client lists and contacts, contract terms and pricing, staffing rates and compensation models, coverage schedules, financial data, proposals and pitch materials, credentialing files, personnel records, methodologies, software, and business plans.

- Use confidential information only to perform your duties for the Company.
- Do not disclose confidential information to anyone — inside or outside the Company — who does not have a legitimate need to know.
- Do not remove, copy, forward, or retain confidential information after your engagement ends. All materials and devices must be returned on or before your last day.
- Do not bring to TeleHCN, or use in your work, confidential information belonging to a prior employer or another organization.
- These obligations survive the termination of your employment or contract indefinitely, or for the period stated in your individual agreement, whichever is longer.

Nothing in this Section prohibits you from disclosing information to a government agency as described in Section 15.5.

12. Information Security and Acceptable Use

- Use strong, unique passwords and enable multi-factor authentication on every Company and clinical system.
- Keep operating systems, browsers, and security software current on any device used for Company work.
- Connect to clinical systems only over trusted, encrypted networks; never conduct clinical work over open public Wi-Fi without an approved VPN.
- Do not install unapproved software, browser extensions, or remote-access tools on devices used for Company work.
- Do not enter PHI, client-confidential information, or Company-confidential information into any consumer artificial intelligence tool, transcription service, or cloud service that has not been approved in writing by the Company and covered by an appropriate agreement.
- Report suspected phishing, malware, credential compromise, or device loss or theft to the Company immediately.
- Company systems and Company-issued devices are Company property and may be monitored, accessed, and audited to the extent permitted by law. You should have no expectation of privacy in Company systems.
- Limited incidental personal use of Company systems is permitted provided it does not interfere with duties, consume material resources, or violate this Code.

13. Professional Conduct and the Workplace

13.1 Respect, Non-Discrimination, and Anti-Harassment

TeleHCN does not tolerate discrimination or harassment on the basis of race, color, religion, national origin, sex, pregnancy, sexual orientation, gender identity or expression, age, disability, genetic information, veteran or military status, marital status, or any other characteristic protected by applicable law. This applies to conduct toward employees, contractors, patients, families, and client-facility staff, and applies equally in person, by video, by phone, and in writing.

Prohibited conduct includes unwelcome sexual advances, requests for sexual favors, offensive jokes or imagery, slurs, intimidation, bullying, and any conduct that creates a hostile or abusive working or care environment. Retaliation against anyone who reports harassment or participates in an investigation is separately prohibited.

13.2 Violence and Weapons

Threats, intimidation, physical aggression, and possession of weapons on Company or client premises are prohibited, except as expressly permitted by law and client-facility policy.

13.3 Fitness for Duty; Drugs and Alcohol

You must report for every shift free from the impairing effects of alcohol, illegal drugs, cannabis, misused prescription medication, or any other substance, and adequately rested to practice safely. Diversion, tampering with, or personal use of patient medications is grounds for immediate termination and mandatory reporting to licensing authorities and law enforcement. If you are receiving treatment that may affect your ability to practice safely, notify the Company before accepting an assignment. The Company supports individuals who seek help voluntarily before a safety event occurs.

13.4 Conduct at Client Facilities

- Follow the policies, bylaws, and safety rules of every facility where you provide services.
- Treat bedside nurses, technicians, and administrative staff as clinical colleagues; condescension and abusive communication toward facility staff will be treated as a serious violation.
- Do not discuss TeleHCN contract terms, rates, or internal matters with facility personnel who are not authorized counterparties.
- Raise concerns about facility conditions through the Company rather than escalating unilaterally with facility leadership.

13.5 Attendance and Reliability

Accepting a shift is a commitment to a hospital that has no alternative coverage. Shifts may be released only through the Company's scheduling process and with sufficient notice for replacement coverage. No-shows and late cancellations without cause endanger patients and jeopardize client relationships.

14. Public Communications, Social Media, and Media Inquiries

- Never post, discuss, or reference patients, patient encounters, client facilities, or Company business on social media, in blogs, in podcasts, in academic writing, or in any public forum — even if you believe the information is de-identified. Details that seem generic are frequently re-identifiable in small rural communities.

- Do not photograph or record any patient, clinical space, or facility.
- Make clear when you are speaking personally that you are not speaking for TeleHCN.
- Do not use the TeleHCN name, logo, or marks, or represent yourself as speaking for the Company, without written authorization.
- Refer all media inquiries, regulatory inquiries, subpoenas, attorney contacts, and government investigator contacts to the Compliance Officer immediately. Do not respond substantively on your own.
- Marketing and business development materials must be truthful and must not misrepresent the Company's services, credentials, coverage capabilities, or outcomes.

15. Reporting Concerns and Non-Retaliation

15.1 Duty to Report

Every Covered Person has an affirmative duty to report, promptly and in good faith, any conduct that they believe may violate this Code, Company policy, or the law. Failing to report a known violation is itself a violation of this Code.

15.2 How to Report

Reports may be made through any of the following channels. You are not required to report through your direct supervisor, and you may skip any level of management:

- Your direct supervisor or clinical lead;
- The Compliance Officer: Vimarsh Raina, MD — dr.raina@telehealthcarenetwork.com, 715-321-4122;
- The Privacy Officer, for suspected PHI incidents: Vimarsh Raina, MD — dr.raina@telehealthcarenetwork.com, 715-321-4122;
- The Security Officer, for lost devices, credential compromise, and system security concerns: Cesar Ramirez — cesar@telehealthcarenetwork.com, 703-914-3000;
- Any member of executive leadership.

15.3 Anonymity and Confidentiality

The Company will keep the identity of a reporter and the substance of a report confidential to the extent consistent with a thorough investigation and its legal obligations. Anonymous reports should include as much specific detail as possible, since the Company may be unable to seek clarification.

15.4 Non-Retaliation

TeleHCN strictly prohibits retaliation against any person who, in good faith, reports a concern, raises a clinical safety issue, refuses to participate in conduct they reasonably believe is unlawful, or cooperates with an investigation or government inquiry. Retaliation includes termination, non-renewal, demotion, reduction in shifts or scheduling, exclusion from assignments, and any other adverse action. Anyone who retaliates will be disciplined up to and including termination. A good-faith report that turns out to be mistaken is protected; a knowingly false report is not.

15.5 Protected Government Disclosures

Nothing in this Code, or in any agreement you have signed, limits your right to report possible violations of law to a government agency or regulator, to participate in an agency investigation, to file a charge with the Equal Employment Opportunity Commission or a comparable state agency, to make disclosures protected

under whistleblower provisions of federal or state law including the False Claims Act, or to receive a whistleblower award. You do not need the Company's prior authorization to do so and are not required to notify the Company that you have done so.

16. Investigations, Discipline, and Enforcement

16.1 Investigations

The Company will review every report it receives and will investigate as appropriate. Covered Persons must cooperate fully and answer truthfully. Destroying, altering, or concealing documents or data relevant to an investigation, an audit, or a legal hold — or discouraging another person from reporting or cooperating — is a serious violation and may be a crime.

16.2 Discipline

Violations of this Code may result in corrective action up to and including verbal or written warning, mandatory retraining, removal from assignments, suspension, termination of employment or contract, non-renewal, forfeiture of amounts otherwise payable to the extent permitted by law, referral to licensing boards, referral to law enforcement, and civil action to recover losses. The Company will apply discipline consistently and in proportion to the conduct, considering the severity of the violation, whether it was self-reported, and any prior history.

16.3 Waivers and Amendments

Any waiver of this Code for an officer or director may be granted only by the Board or its designated committee and will be documented. The Company may amend this Code at any time; material changes will be distributed to all Covered Persons, who may be required to re-acknowledge.

16.4 Governing Law

This Code is governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles, except that where the law of the state in which a patient is located imposes a stricter professional or licensure standard, that standard controls as to the care provided.

16.5 No Contract of Employment

This Code states expectations and standards. It is not a contract of employment, does not guarantee employment or engagement for any specific term, and does not alter the at-will nature of employment where applicable or the independent contractor status of contracted clinicians.

17. When You Are Not Sure

Most difficult situations are not covered explicitly by any policy. Before you act, ask yourself:

- Is it legal, and does it comply with this Code and with facility policy?
- Is it in the patient's best interest?
- Would I be comfortable if this appeared in the medical record, in a deposition, or in a local newspaper?
- Would I be comfortable explaining it to a licensing board or to the patient's family?
- Am I being asked to do this because it is right, or because it is convenient or profitable?

If the answer to any of these gives you pause, stop and ask. Contact the Compliance Officer before you act. Asking is always the cheaper option.

18. How This Code Is Acknowledged

Every Covered Person acknowledges this Code before receiving access to any system containing patient information, and again at each annual training cycle. The acknowledgment is made in one place only, and no Covered Person is asked to sign a separate copy of this Code.

18.1 Covered Persons Engaged Under an Agreement with the Company

Where a Covered Person is engaged under a TeleHCN employment agreement, independent contractor agreement, professional services agreement or similar written engagement, the acknowledgment schedule of that agreement is the acknowledgment of this Code. For clinicians engaged under the TeleHCN Professional Services Agreement for the URMCH Rochester programme, that is Schedule B of the agreement. Signing the agreement acknowledges this Code in full; nothing further is signed, at engagement or at any annual renewal.

18.2 Everyone Else

Any Covered Person not engaged under such an agreement — including officers, directors, advisors and any person whose engagement document contains no acknowledgment schedule — acknowledges this Code on a form issued by the Compliance Officer, which captures the same certifications. The Compliance Officer issues that form at engagement and at each annual cycle.

18.3 What the Acknowledgment Covers

However it is captured, the acknowledgment confirms that the Covered Person has been given access to, has read and understands this Code in the version identified; agrees to comply with it, with Company policies and with applicable law; understands that confidentiality obligations survive the end of the engagement; understands the affirmative duty to report suspected violations; has disclosed known conflicts of interest; confirms current and unrestricted licensure and that they are not excluded or debarred; and understands that violation may result in corrective action up to termination and referral to licensing authorities or law enforcement.

18.4 Record and Availability

The Compliance Officer records each acknowledgment — the person, the version acknowledged and the date — and retains it for six years. The current version of this Code is published at telehealthcarenetwork.com/policies, with superseded versions archived showing their effective and retirement dates, so that it is always possible to establish which version a given acknowledgment relates to.