

## **MD RANGER SUBSCRIPTION AGREEMENT**

This MD Ranger Subscription Agreement (the “Agreement”) contains the terms upon which Executive Consulting Group, LLC, a Delaware limited liability company d/b/a ECG Management Consultants (“ECG”) agrees to provide Ventura County Health Care Agency (“Subscriber” or “You”) with access to and use of MD Ranger (as defined below) and is effective as of July 1, 2025 (“Effective Date”).

1. **Data and Software Ownership.** ECG owns and/or manages (either itself or through its third-party contractors) certain proprietary data and software, including, without limitation, proprietary data, content, and other information and materials, statistical tables, reports, summaries, research findings, aggregations, calculations, data, data analysis, and formulas, and all other information and materials accessible through MD Ranger (individually and collectively, “Product”). All rights to such Product are exclusively held by ECG.

ECG invests time and resources in gathering, analyzing, creating, organizing, arranging, selecting, correlating, compiling, and developing its Product; accordingly, such Product is highly valuable to ECG, and ECG takes great steps to protect its Product. ECG provides access to its Product only to individuals and companies who specifically agree to maintain the confidentiality of the Product and limit any disclosure and use of the Product as provided for herein. ECG’s Product may not be accessed, used, disclosed to, or analyzed by any individual or company without first obtaining a data use license from ECG.

Subscriber’s use of the Product is subject to the restrictions and conditions outlined in this Agreement (and any attachments to this Agreement), and Subscriber does not obtain any rights in or to the Product not expressly granted herein. By accessing the Product, Subscriber expressly agrees to the specific limitations on use of the Product and to protect ECG’s Product from unauthorized disclosure and use.

2. **License.** Subject to Subscriber’s strict compliance with the terms of this Agreement and any attachments to this Agreement, including a related purchase agreement, ECG grants Subscriber a limited, revocable, nonexclusive, nontransferable, nonsublicensable license to use the Product during the Term (as defined in section 15) of this Agreement.
3. **Subscriber Responsibilities:**
  - a. **Submission of Compensation Data.** Subscriber is agreeing to submit relevant compensation data (“Data”) for inclusion in MD Ranger.

- b. **Submission Timing.** Subscriber agrees to submit requested Data within 45 business days following the date of ECG's written request for such information (the "Data Request").
- c. **Transmission Method.** Subscriber shall submit Data electronically by secure website at <https://data.mdranger.com> or as otherwise specified by ECG. All Data shall be submitted to ECG utilizing ECG-approved methods and forms unless otherwise mutually agreed to by the parties.
- d. **Provision of Data.** Subscriber agrees to provide the specific information requested in the surveys pursuant to the specific definitions and transmission format approved by ECG, except where its disclosure would violate applicable federal or state law. Subscriber must submit Data on at least an annual basis and all physician transaction data available to Subscriber should be included in Data submissions.
- e. **Data Collection Staff.** Subscriber's Data collection will be performed by Subscriber's staff. Subscriber agrees that its Data collection staff will adhere to the standards published in the MD Ranger User Guide provided with the current software and/or formats and forms. ECG will provide online and telephonic support to assist Subscriber in the Data collection and transmission process.
- f. **Subscriber Contacts.** Subscriber will designate a primary point of contact ("Site Manager") for all matters related to administration of this Agreement. The Site Manager will supervise the Data collection, receive the reports, and act as direct liaison with ECG. The Site Manager should be an experienced administrative staff member, such as a paralegal or contract manager or a similarly trained and qualified representative of the Subscriber. Subscriber shall also designate a "Responsible Executive" who should be a member of Subscriber's executive team. The Responsible Executive, or their designee, must approve and certify the timeliness, accuracy, and completeness of all Data submissions in compliance with this Agreement and the User Guide. Subscriber shall set forth, on the attached exhibit B, the names and respective contact information for the Site Manager and Responsible Executive as of the Effective Date or as soon thereafter as practicable. Subscriber shall maintain an updated institutional profile and shall provide ECG advance notice of any changes in contact information.
- g. **Data Evaluation and Acceptance Process.** Subscriber understands and agrees that its Data must be submitted in a timely, accurate, and complete manner to ensure the quality and usefulness of the reports. Subscriber understands that

access to MD Ranger may be revoked should failure to submit Data extend beyond 75 days.

4. **ECG Responsibility:**

- a. **Acceptance of Data.** ECG agrees to accept Subscriber's Data, subject to review by ECG, except where the submitted Data does not conform to the standards established by ECG. In such cases, ECG reserves the right either to reject the Data in its entirety, or to limit the use of such Data.
- b. **Benchmarks.** ECG will generate aggregate benchmarks derived from content submitted by Subscribers and other proprietary sources. Benchmarks will include aggregated data comprised of at least five or more corporate entities. Benchmarks will be available to Subscribers through MD Ranger.
- c. **Data Accuracy.** ECG will analyze Subscriber's submitted Data to determine the accuracy and completeness of the Data and then notify the Site Manager of any questions. All reasonable efforts will be made by ECG or its subcontractor to communicate with Subscriber's Site Manager as necessary to assist Subscriber in providing the requested Data. Site Manager agrees to respond promptly to ECG to resolve questions regarding Data submission.
- d. **Data Review.** ECG may, at its option and expense, review submitted Data to ensure its timeliness, accuracy, and completeness. ECG will notify Subscriber of the results of the review and any action that Subscriber may need to take as a result of the review.

5. **Marking/Attribution.** If Subscriber provides any portion of the Product to any of its officers, employees, or clients, Subscriber must clearly and conspicuously mark the Product or reports on each page the Product is referenced:

- "The data is proprietary and is owned by ECG Management Consultants (ECG)."

If the Product is provided to a client of the Subscriber, the following notice must also be included:

- "This data may not be published, used to create any internal or external resources or tools, or used in any other manner without obtaining ECG's prior written permission."

Failure to provide such notices will constitute a material breach of this Agreement.

6. **Restrictions on Use.** All rights to the data compiled in MD Ranger not expressly granted to Subscriber by ECG in this Agreement are fully reserved by ECG. Without limiting the foregoing, in addition to Subscriber's other obligations set forth elsewhere in this Agreement, Subscriber agrees to the following restrictions:
- a. Subscriber will protect the confidentiality of the Product both within and outside of Subscriber's organization.
  - b. Subscriber must appropriately cite the data source (i.e., MD Ranger Benchmarks or ECG *Physician and APP Compensation Survey*), respective year, and, in the case of ECG *Physician and APP Compensation Surveys*, the correct survey name, the data set and data source, along with the other attribution requirements described in section 5.
  - c. Subscriber will not use the Product for any purpose other than expressly allowed in this Agreement.
  - d. Subscriber will not attempt to reidentify any of the Product or contact any subject or associated medical practice group whose information may be contained within the Product.
  - e. Subscriber will not use the Product for any unlawful purpose or otherwise exploit, in any form or manner whatsoever, all or any portion of the Product (MD Ranger).
  - f. Subscriber will not permit, assist, or encourage (directly or indirectly) any third party to do any of the above acts.
7. **Users.** Where this Agreement references Subscriber, it shall be construed as including Subscriber and each of its employee users of MD Ranger (if applicable) ("Users"). Subscriber shall be responsible and liable for all acts and omissions of its Users in connection with their use of the Product and their compliance with this Agreement and applicable law. Subscriber may not authorize any other parties, whether contractors, clients, or agents who are not direct employees of Subscriber to access MD Ranger or the Product as a User under Subscriber's account. Subscriber will be responsible for the actions of all individuals and entities that use the Product or MD Ranger through Subscriber (directly or indirectly).
8. **De-identification of Data.** ECG de-identifies the data it obtains from its subscribers prior to use of such data or inclusion in the Product. As used herein, "De-identify" means that all personally identifiable information relating to the data (such as survey responses), including (without limitation) names, addresses, phone numbers, email addresses, and

company names are removed from the data. Further, ECG does not intentionally include any Protected Health Information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996 in any data provided under this Agreement. If Subscriber finds that personally identifiable information or PHI has been inadvertently included in the data, Subscriber and its Users shall immediately cease use of and access to such information. Subscriber shall immediately notify ECG of the same and shall destroy the personally identifiable information and PHI as directed by ECG.

9. **Confidentiality.** Subscriber agrees to treat as confidential and will not disclose to any third party without ECG’s written permission all ECG Confidential Information, except as specifically permitted in this Agreement. For purposes of this Agreement, “Confidential Information” includes: (a) the contents of MD Ranger, (b) the Product, and (c) all other confidential and/or proprietary information of ECG. ECG acknowledges that Subscriber is local government agency of the State of California and subject to its public records obligations. Notwithstanding the foregoing, if Subscriber becomes legally required to disclose any Confidential Information (by interrogatories, requests for information or documents, subpoena, or other legal process), Subscriber may reveal such information provided that Subscriber limits such disclosure to the minimum amount of information required to respond to the legal order and provides ECG with prior written notice of such required disclosure so that ECG may seek a protective order or other remedies or assurances. Subscriber shall cooperate with ECG with any efforts to obtain appropriate protective measures or other remedies or assurances with respect to such Confidential Information.
10. **Payments.** In consideration for access to MD Ranger, Subscriber agrees to pay ECG a fee in the amount specified in the Pricing Addendum. Such fee will be payable upon execution of this Agreement and due within 30 days of receipt of the invoice.
11. **Remedies.** Subscriber acknowledges and expressly agrees that ECG will suffer irreparable harm if Subscriber breaches the Confidentiality terms of this Agreement, and that monetary damages may not be an adequate remedy for any such breach. ECG may be entitled to equitable relief, including injunction and specific performance to the maximum extent available under any applicable law, in the event of any such breach or threatened breach. Subscriber waives any requirement of a bond in connection with such remedy.
12. **Warranty Disclaimer; Limitation of Liability.**

THE PRODUCT AND MD RANGER ARE PROVIDED “AS IS.” NEITHER ECG NOR ITS RELATED ENTITIES MAKE ANY, AND HEREBY DISCLAIM ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NONINFRINGEMENT,

MERCHANTABILITY, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR ANY OTHER WARRANTY IN CONNECTION WITH ANYTHING DONE OR SUPPLIED BY ECG PURSUANT TO THIS AGREEMENT.

IN NO EVENT WILL ECG, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS (THE "ECG PARTIES") BE LIABLE TO SUBSCRIBER OR ITS USERS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN. IN NO EVENT WILL THE LIABILITY OF THE ECG PARTIES IN THE AGGREGATE FOR ANY ALLOWABLE DAMAGES TO SUBSCRIBER EXCEED IN THE AGGREGATE THE TOTAL AMOUNT PAID BY SUBSCRIBER UNDER THIS AGREEMENT. IF SUBSCRIBER OR ANY OF ITS USERS IS DISSATISFIED WITH THE PRODUCT, SUBSCRIBER'S AND ITS USERS' SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE PRODUCT AND MD RANGER AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 15.

13. **Representations and Warranties.** The parties represent and warrant that: (i) they each have all necessary power and authority to execute and enter into this Agreement; (ii) this Agreement is legally binding upon each party, and is enforceable in accordance with its terms; (iii) this Agreement does not violate or conflict with any agreement or arrangement of the party with any third party; and (iv) the party will strictly comply with all the terms of this Agreement.;

**Indemnification.** Intentionally omitted.

14. **Term.** The term of this Agreement shall commence on July 1, 2025 through June 30, 2026 (the "Initial Term") and shall automatically renew thereafter for successive one-year periods (each a "Renewal Term"), unless either Party provides written notice of its intention not to renew at least 60 days prior to the end of the Initial Term or Renewal Term then in effect. The Initial Term and any Renewal Terms shall collectively be referred to as the "Term."

15. **Termination.**

- a. Without Cause. Subscriber may terminate this Agreement at any time without cause by providing 60 days' advance written notice to ECG. Subscriber shall remain liable for any unpaid fees through and following termination and shall remain obligated under all provisions that survive termination of this Agreement.
- b. By ECG.

- i. **For cause.** If Subscriber breaches the terms of this Agreement, exceeds the scope of the license granted herein, or in any way compromises the value of the Product, ECG may, in its sole discretion and without notice, elect to (i) remove or disable Subscriber's and its Users' access to all or any portion of MD Ranger and the Product; (ii) suspend Subscriber's and its Users' access to or use of all or any portion of MD Ranger and the Product; and/or (iii) terminate this Agreement. If ECG terminates this Agreement under this Section, Subscriber shall remain liable for any unpaid fees and ECG will be under no obligation to refund any license fees. ECG will further have the ability to pursue any and all other remedies against Subscriber.
  - ii. **Without Cause.** ECG may terminate the Agreement and access to the Product and MD Ranger for any reason by providing Subscriber with 60 days' advance written notice.
  - c. Effect of Termination. Upon termination of this Agreement, except as otherwise expressly set forth herein, all rights and licenses granted to Subscriber in this Agreement are immediately revoked. TERMINATION DOES NOT RELIEVE SUBSCRIBER OF ITS OBLIGATIONS HEREUNDER REGARDING THE USE AND CONFIDENTIALITY OF THE PRODUCT.
  - d. Archive Copies. Notwithstanding the terms above, upon termination of this Agreement, Subscriber may keep one archive copy of any information obtained from MD Ranger or the Product as may be necessary to comply with work product documentation standards, along with any materials or reports it has created with the Product and MD Ranger. Subscriber may not, however, continue using or maintaining the Product in any other manner after termination or expiration of the Agreement. Any such retained archival copies are subject to the continued obligations of confidentiality and use contained in this Agreement.
16. **Notice.** Any notices permitted or required hereunder will be in writing, delivered to the parties by personal delivery, registered mail, express courier service, or email. Either party may update its contact information for purposes of this section by providing written notice to the other party of such changes. Any notices under this Agreement to be given to a party shall be made to:

If to ECG:  
ECG Management Consultants  
11512 El Camino Real, Suite 200  
San Diego, California 92130

If to Subscriber:  
The address as set forth in the  
Subscription Agreement

Attn: Allison Pullins  
Email: [aepullins@ecgmc.com](mailto:aepullins@ecgmc.com)  
Fax: 469-729-2601

17. **Relationship.** There is no joint venture, partnership, agency, or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this Agreement. SEach party will be responsible for all the acts and omissions of all its employees, subcontractors, interns, students, agents, and representatives relating to this Agreement, and all such acts and omissions will be deemed to be the acts and omissions of. Neither party will make representations expressly or through conduct that it is affiliated with, sponsored by, or endorsed by the other party.
18. **Publicity.** The parties may not use each other's names, trademarks, copyrighted materials, or other intellectual property or proprietary information in any promotional efforts or publicity of any kind without the written permission of the respective party.
19. **Modification.** This Agreement may only be modified by mutual written agreement of the parties.
20. **Waiver.** Any failure of one party to comply with any obligation hereunder may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation will not operate as a waiver of, or estoppel with respect to, any subsequent failure.
21. **Interpretation.** This Agreement will be governed by and construed in accordance with Federal law and when not inconsistent, the laws of the State of California without giving effect to the principles of conflicts of laws thereof.
22. **Severable.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of this Agreement will remain fully in force.
23. **Assignment.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement creates or shall be deemed to create any rights in any person, firm, corporation, or other entity other than ECG and Subscriber. Neither party may assign or transfer (including, without limitation, in connection with a sale of assets, merger, change of control, reorganization, or by operation of law) any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party (and any assignment in violation of this clause is void ab initio).



24. **Electronic Contracting and Communication.** Subscriber agrees that ECG may communicate with Subscriber and Users by means of electronic communication, including (i) sending electronic mail to the email address provided during registration or (ii) posting notices or communication on MD Ranger. Such communications shall not amend anything in this Agreement.
25. **Dispute Resolution and Arbitration.** Other than ECG's rights under Section 11 of this Agreement, any legal controversy or legal claim arising out of or relating to this Agreement, shall be submitted to binding arbitration under the rules and procedures of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.
26. **Entire Agreement.** This Agreement and any attachments to this Agreement (the MD Ranger Privacy Policy, the Pricing Addendum, and the Derivative Works License, as may be applicable) contains, and is intended as, a complete statement of the arrangements between the parties with respect to its subject matter and supersedes all prior agreements between the parties with respect to those matters.
27. **Restrictions on Use or Disclosure of Protected Health Information.** ECG will not use or disclose PHI and Subscriber will not provide PHI to ECG.

For Subscriber:

For ECG Management Consultants:

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Name:

Title:

Date:

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Name:

Title:

Date:

## EXHIBIT A: Pricing Addendum

Subscriber shall pay ECG the standard fee(s) below to have access to MD Ranger during the Initial Term per facility, in accordance with the following schedule unless specifically noted.

ECG shall have the option of changing the Subscription fees for a subsequent Term after the Term then in effect by providing Subscriber with written notice at least 90 days prior to the expiration of the current Term. Such change in Subscription fees shall not exceed 5% per year; provided, however, in the event significant enhancements are made to the Product, ECG may update pricing to reflect market rates for the subsequent Term by providing Subscriber with 90 days' advance written notice of the increase in Subscription Fees and the rationale for such increase.

### I. PROPOSED ANNUAL SUBSCRIPTION FEES

Standard Pricing
\$27,500

### II. IMPLEMENTATION FEES

Onetime Implementation	Waived
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### III. CUSTOM REPORTS

Custom reports will be available to subscribing organizations at a reduced rate. Depending on the nature of the Subscriber's request, MD Ranger has the ability to analyze its contracting database for business or strategic planning purposes that are compliant with federal reporting standards. Costs for custom reports are as follows:

- ED call coverage per single service: \$1,000
- Administrative positions per single service: \$1,000
- Diagnostic services: \$500
- Hospital based per service: \$2,000
- Other and multiple service requests: Ask for quote.

### IV. The total "not to exceed" obligation of Subscriber per year is \$ 30,000 during the initial the term of this agreement.

## EXHIBIT B: Contact Information

**For purposes of NOTICE TO SUBSCRIBER, all communications should be mailed/delivered to the following:**

Name:	Aramis Nahabedian	Title: Director, Contract Management	
Street Address:	5851 Thille Street		
Email Address:	aramis.nahabedian@ventura.org		
City:	Ventura	State: CA	Zip: 93003

**If INVOICES should be mailed/delivered to a different contact person or location, please enter the following:**

Name:	VCMC Accounts Payable	Title: HCA - Accounts Payable	
Email Address:	vcmc.accountspayable@ventura.org		
City:	N/A	State: N/A	Zip: N/A

### **SITE MANAGER:**

Name:	Adam Liebi	Title: Contracts Manager	
Phone:	805-677-5224	Email: adam.liebi@ventura.org	

### **RESPONSIBLE EXECUTIVE:**

Name:	Minako Watabe, M.D.	Title: Chief Medical Officer	
Phone:	805-652-6062	Email: minako.watabe@ventura.org	

### EXHIBIT C: List of Covered Facilities

The facilities below are covered under this Agreement.

Ventura County Medical Center and its Ambulatory Care Clinics system

Santa Paula Hospital