

**FIRST AMENDMENT TO AGREEMENT**

between

**COUNTY OF SANTA BARBARA**

and

**OCHIN, INC.**

for

**PRACTICE MANAGEMENT SYSTEM AND ELECTRONIC MEDICAL RECORD SYSTEM**

**FIRST AMENDMENT**

**Effective January 23, 2018**

**THIS IS THE FIRST AMENDMENT** (hereafter referred to as First Amendment) to the Master System Agreement for Practice Management System and Electronic Medical Record System for the period July 1, 2017, through March 31, 2020 (hereafter Agreement), by and between the County of Santa Barbara (MEMBER) and Oregon Community Health Information Network (hereafter OCHIN).

**WHEREAS**, the Agreement is effective through March 31, 2020 unless otherwise directed by Member or unless earlier terminated; and

**WHEREAS**, the parties desire to amend the Agreement to revise the Go-Live date, replace Exhibit P, and add Exhibit J and Exhibit AA.

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
  - a. The Agreement is amended as follows:

**3.1. INITIAL PAYMENT AND IMPLEMENTATION:** Member will be charged an initial payment for implementation up to an amount not to exceed **\$1,237,197.00** calculated in the manner and based on the projected volume of billable visits indicated on Exhibit P. The Initial Payment is payable by Site as follows: 50% upon execution of the Agreement; and 25% payable no later than 90 days after the execution of the Agreement with the remaining 25% due and payable within 14 days after Effective Date **February 26, 2018** and with the completion of User Acceptance. OCHIN agrees to provide Member a Proper Invoice prior to each and every payable occurrence under this agreement. In the event volume exceeds initial projected volume, the Initial Payment is subject to later adjustment by OCHIN as described in Section 11 of Exhibit B. Maintenance fees will become subject to be paid 90 calendar days beginning 90 days prior to Go Live. If the Member determines that they are unable to meet the agreed upon Go Live schedule, the Member will remain responsible for the payment of monthly maintenance fees starting 90 days prior to the original Go Live date. In the event actual volume ever exceeds projected volume, the Initial Payment is subject to later adjustment by OCHIN as described in Section 11 of Exhibit B. All scheduled payments are the

responsibility of the Member as outlined in Exhibit P and shall be paid by Member after receipt of Proper Invoice and in accordance with Exhibit B, Section 36. Volume is determined in accordance with the Billable Visit Decision Tree in Exhibit Q.

**3.3. MAXIMUM AMOUNT:** The maximum amount payable under the terms of this agreement, including cost reimbursements, shall be up to but shall not exceed **\$3,595,000** over the initial 3 year term.

**12. IMPLEMENTATION TIMELINE:** The System will be implemented at the facilities identified in the implementation project plan (the "Implementation Project Plan") that will be attached as Exhibit U once a project manager has been assigned from OCHIN to SBCPHD. Member will make reasonable efforts to complete dress rehearsal on February 26, 2018 and go live on February 27, 2018 according to the scheduled implementation plan which will be completed after the execution of this agreement. If the scheduled implementation dates are not met due to delays by Member, OCHIN reserves the right to begin charging maintenance fees, including those described in Section 3, based upon projected annual billable visits as of the agreed upon effective date. Any revision to the implementation dates must be mutually agreed to by OCHIN and Member in writing and with signed approval by the PHD Director.

- b. Agreement, Exhibit AA shall be added as attached hereto and incorporated herein by reference.
- c. Agreement, Exhibit J **TELEVOX** shall be added as attached hereto and incorporated herein by reference.
- d. Agreement, Exhibit P **PRICING** shall be replaced in its entirety and incorporated herein by reference.

3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

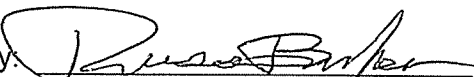
4. **Effectiveness of Agreement.** Except as explicitly modified by this First Amendment, all of the terms and provisions of the Agreement and all previous modifications and amendments, if any, are and remain in full force and effect.

First Amendment to Agreement for Practice Management and Electronic Medical Record System between the **County of Santa Barbara** and **OCHIN, Inc.**

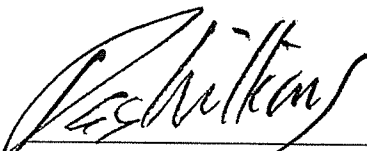
**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By:   
Chair, Board of Supervisors

Date: 1-23-18


**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD  
Public Health Director

By:   
Department Head

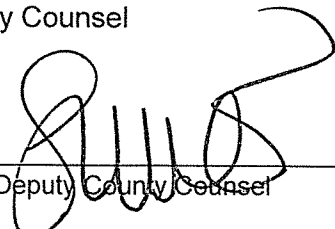
**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO FORM:**

Risk Management

By:   
Risk Management

First Amendment to Agreement for Practice Management and Electronic Medical Record System  
between the **County of Santa Barbara** and **OCHIN, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective  
\_\_\_\_\_.

**OCHIN:**

By:



\_\_\_\_\_  
Authorized Representative

Name:

Abby Sears

Title:

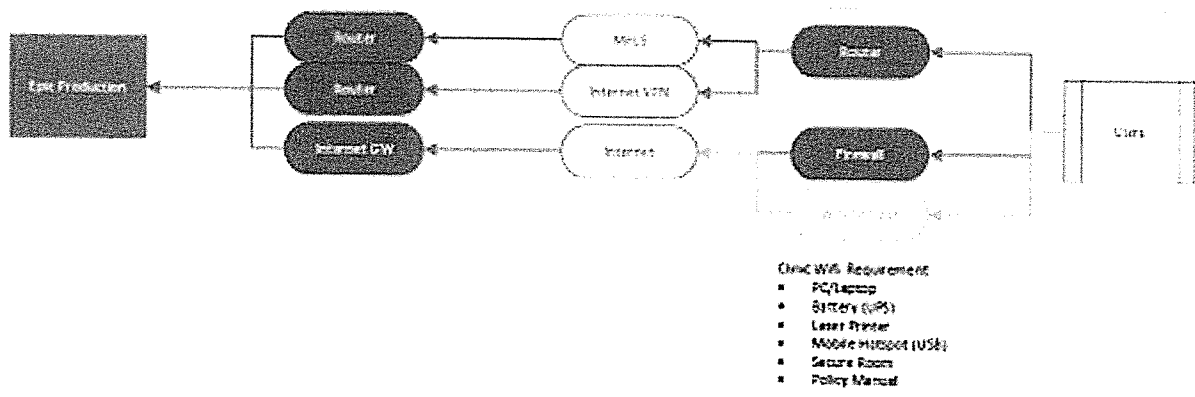
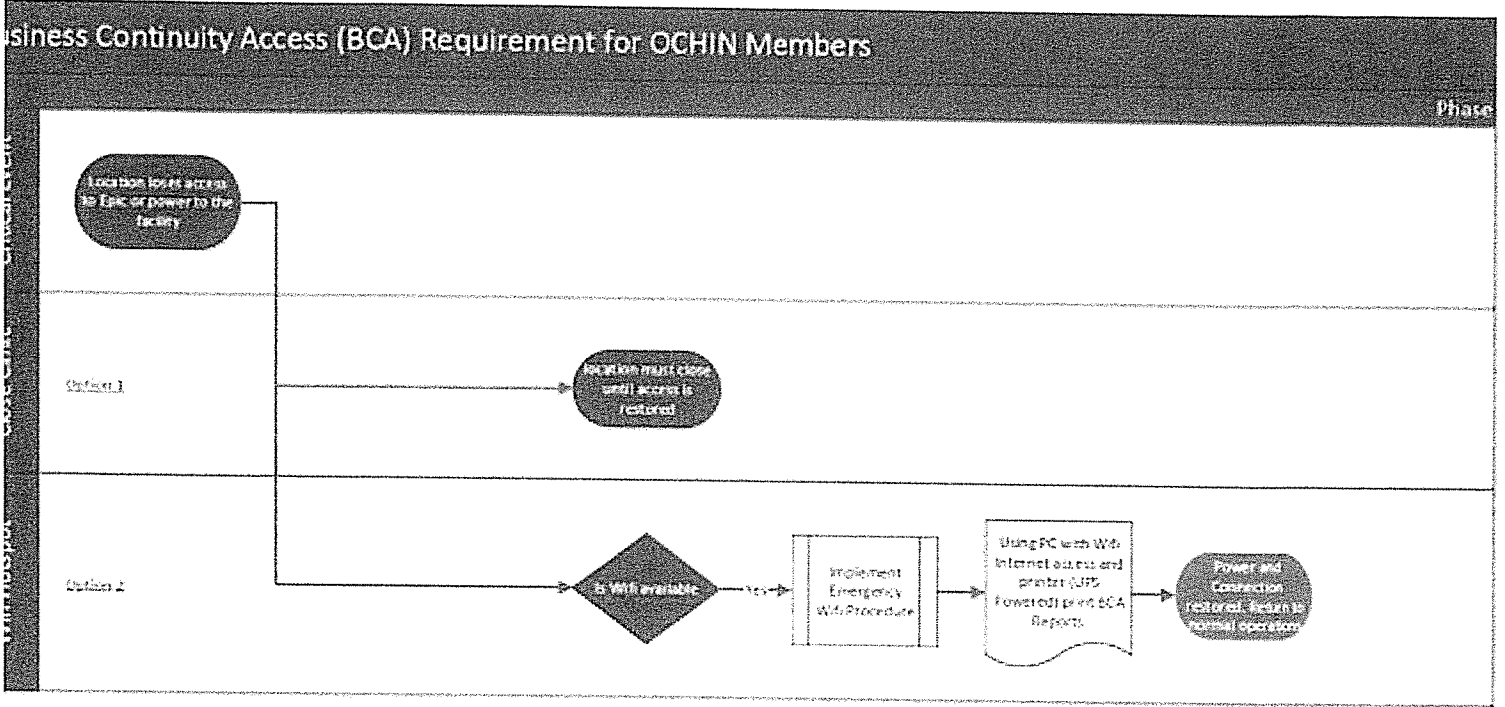
\_\_\_\_\_  
Chief Executive Officer

## Exhibit AA Business Continuity Access Requirements

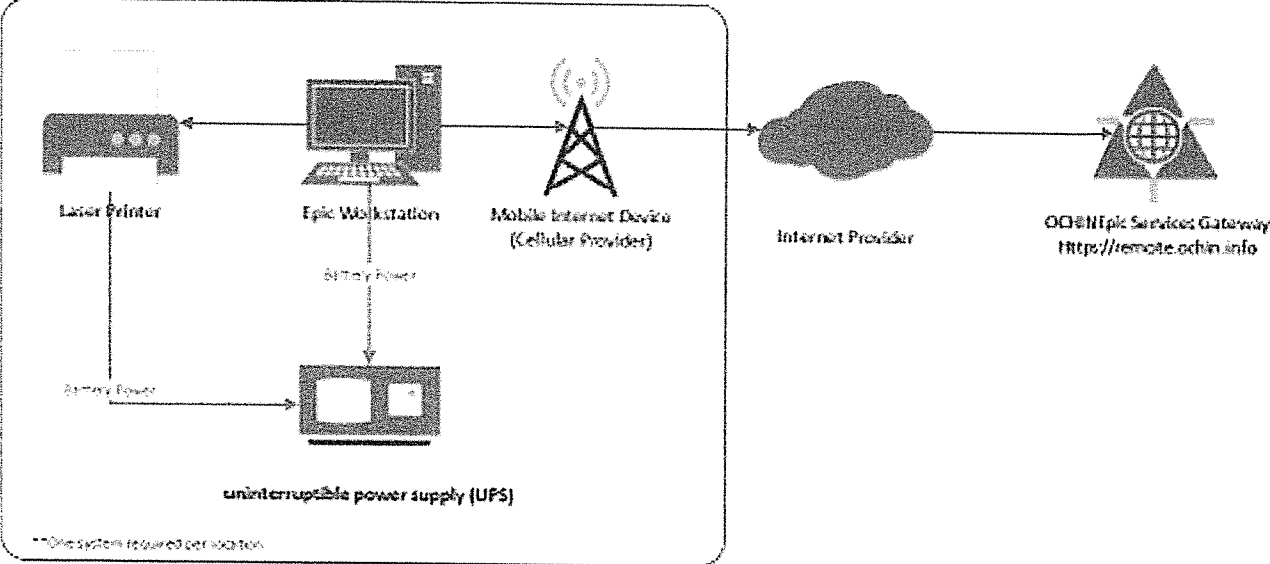
*Unless otherwise defined, capitalized terms in this Exhibit have the meanings given on the Cover Pages or the other exhibits.*

1. **Purpose.** The purpose of this exhibit (“Exhibit”) is to identify Member’s obligations for responding to an emergency or other occurrence that damages or destroys Member’s access to patient information maintained using the System (“Access Failure”). It is the intent of OCHIN and Member that this Exhibit will meet Epic requirements regarding the access to patient data in the event of an Access Failure and will also meet Epic’s Good Maintenance and Accreditation requirements.
  
2. **Business Continuity Access Requirements.** In the event of an Access Failure, and for so long as the Access Failure continues, Member is responsible for maintaining and will maintain access to a physical copy of the Member’s scheduled appointments and all relevant patient clinical data for each patient on the schedule. The requirements of this Section 2 will not apply if Member ceases clinical operations during the Access Failure.
  
3. **Business Continuity Plan.** In addition to the requirements of Section 2, Member hereby adopts and implements the Business Continuity Plan as indicated by Member below:

Member shall obtain and maintain a workstation and printer connected to an uninterruptable power supply (UPS) or a cellular service and Internet mobile access device, in accordance with and as more thoroughly described in the attached workflow and Wi-Fi hotspot diagram (“Attachment 1”). In the event of an Access Failure, Member will use the workstation and printer or cellular service and Internet mobile access device to meet the requirements of Section 2.



TITLE  
OCHIN Wi-Fi Hotspot (BCA Requirement)



## Exhibit J TeleVox ASP Service Amendment

**A. Background.** Member desires to obtain services offered by TeleVox Software, Inc. ("TeleVox"), for contacting Member's patients by telephone, SMS message, and email (hereafter collectively referred to as "Contact") and reporting patient responses (the "TeleVox Services," as described further in Section 1 below). OCHIN has entered into an agreement with TeleVox for the TeleVox Services (the "TeleVox Agreement"), and this exhibit sets forth the terms on which OCHIN will provide Member with access to the TeleVox Services.

**B. Agreement.** The parties agree as follows:

1. **The TeleVox Services.** In providing the TeleVox Services, TeleVox will:

1.1. Contact Member's patients to remind patients of, confirm, and reschedule appointments, at times and frequencies to be determined by Member and OCHIN.

1.2. Confirm patient information, including name and phone number, of patients with whom contact is established.

1.3. Provide reports to Member of attempted, completed, and failed calls, including any patient responses, at Member's request.

1.4. Deliver specified health-related messages to patients of Member at times and frequencies listed below:

		<b>TIME ZONE</b>	PST																														
<b>Initial Call Days Out:</b>	2 Business Day(s)	<b>Initial Call Time:</b>	6:00-8:30 PM																														
<b>Retry Call Days Out:</b>	1 Business Day(s)	<b>Retry Call Time:</b>	9:00 - 11:00 AM																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">CALLING DAY Initial Attempt</th> <th style="width: 50%;">CALL FOR APPOINTMENTS ON</th> </tr> </thead> <tbody> <tr><td>Monday</td><td>Wednesday</td></tr> <tr><td>Tuesday</td><td>Thursday</td></tr> <tr><td>Wednesday</td><td>Friday</td></tr> <tr><td>Thursday</td><td>Saturday &amp; Monday</td></tr> <tr><td>Friday</td><td>Tuesday</td></tr> <tr><td>Saturday</td><td>N/A</td></tr> <tr><td>Sunday</td><td>N/A</td></tr> </tbody> </table>	CALLING DAY Initial Attempt	CALL FOR APPOINTMENTS ON	Monday	Wednesday	Tuesday	Thursday	Wednesday	Friday	Thursday	Saturday & Monday	Friday	Tuesday	Saturday	N/A	Sunday	N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">CALLING DAY Retry Attempt</th> <th style="width: 50%;">CALL FOR APPOINTMENTS ON</th> </tr> </thead> <tbody> <tr><td>Monday</td><td>Tuesday</td></tr> <tr><td>Tuesday</td><td>Wednesday</td></tr> <tr><td>Wednesday</td><td>Thursday</td></tr> <tr><td>Thursday</td><td>Friday</td></tr> <tr><td>Friday</td><td>Saturday &amp; Monday</td></tr> <tr><td>Saturday</td><td>N/A</td></tr> <tr><td>Sunday</td><td>N/A</td></tr> </tbody> </table>	CALLING DAY Retry Attempt	CALL FOR APPOINTMENTS ON	Monday	Tuesday	Tuesday	Wednesday	Wednesday	Thursday	Thursday	Friday	Friday	Saturday & Monday	Saturday	N/A	Sunday	N/A
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**Daily Retries will only call "Called - No Answer" and "Phone too busy" call statuses. **																																	

2. **Member Responsibilities.** Member is responsible for:

2.1. Providing OCHIN with information regarding Member's patients as required by TeleVox or OCHIN to provide the TeleVox Services. Member will provide the information in the form and at times specified by OCHIN.

2.2. Designating adequate personnel to provide the patient information described above, monitor reports from TeleVox, initiate and coordinate any customer service calls made by Member under this exhibit, and answer technical questions regarding Member's information systems as required to implement and provide the TeleVox Services.

2.3. Educating Member's patients about use of the TeleVox Services.

2.4. Member will not be responsible for obtaining any additional software or equipment for the TeleVox Services currently covered by the TeleVox Agreement.

3. **Customer Service.** TeleVox personnel will be available by toll-free telephone call from 7:00 a.m. to 8:00 p.m. (CST) (or other regular support hours established from time to time by TeleVox) to answer questions regarding the TeleVox Services, including questions regarding procedures for the TeleVox Services, diagnosing and correcting problems with TeleVox equipment, software, and telephone lines comprising the System, use of reports, and the interface for the TeleVox Services. When calling TeleVox for support, Member personnel are required to provide a reference number issued by TeleVox for identification.



4. **Payment.** Member will pay OCHIN an implementation charge of \$990 within ten days of executing this exhibit. Thereafter, Member will pay OCHIN monthly fees equal to OCHIN's direct per Contact cost under the TeleVox Agreement (or any amendment, extension, or renewal thereof) for Contact made that month on behalf of Member, currently \$0.15 per contact. Monthly fees will be invoiced on a monthly basis for Contact made in the previous month and are due and payable in accordance with Exhibit B, Section 33.

5. **Termination.** OCHIN may terminate the TeleVox Services upon termination of this agreement pursuant to Section 26 of Exhibit B, or at any time if the TeleVox Services are no longer available from TeleVox on the terms set forth in the TeleVox Agreement, whether by expiration, termination, nonrenewal, or breach of the TeleVox Agreement or otherwise. Member may terminate the TeleVox Services (a) upon termination of this agreement pursuant to Section 26 of Exhibit B, (b) upon renewal, amendment, or extension of the TeleVox Agreement resulting in a material price increase to Member, or (c) within 30 days written notice to OCHIN. OCHIN agrees to provide Member 20 days' advance written notice of any material renewal, extension, or amendment of the TeleVox Agreement, and Member's right to terminate the TeleVox Services pursuant to preceding clause (b) is conditioned upon Member providing OCHIN with written notice of Member's intent to terminate within ten days of receiving notice of the renewal, extension, or amendment. If the TeleVox Services are terminated by Member pursuant to Section 26 of Exhibit B, Member will be responsible for (without limiting any amounts payable under Section 26 of Exhibit B) immediate payment of an amount equal to the minimum monthly fees specified in clause (b) of Section 4 above through the expiration of the TeleVox Agreement (including any one-year renewal period that has commenced at the time of termination).

6. **Disclaimer of Warranties.** Except as expressly provided in this exhibit, OCHIN makes no express or implied warranties or representations with respect to the TeleVox Services, whether oral or written, express, implied, or statutory. Without limiting the foregoing, any implied warranty of merchantability, and the implied warranty of fitness for a particular purpose, are expressly excluded and disclaimed.

7. **Effect of Amendment.** This exhibit sets forth the terms and conditions for provision of the TeleVox Services only, and does not otherwise alter or modify terms and conditions set forth in the Cover Page and the other exhibits of this agreement.

8. **Counterparts.** This exhibit may be executed in counterparts, which together will constitute one exhibit. Fax or other electronic transmission of any signed original document, and re-transmission of any signed fax or other electronic transmission, will be deemed equivalent to delivery of an original. At the request of either party, the parties will confirm fax or other electronically transmitted signatures by signing an original document.

EXHIBIT P-OCHIN PRICING

OCHIN: Proposed Budget for Santa Barbara County Health Department		Proposed Budget			
Description	Volume	Implementation One-Time)	Maintenance (Annual)	Notes	
Epic PM and EMR Licenses/Interfaces/Setup Fees which includes all Cache and Scanning and Other applicable licenses.	PM and EMR visits	\$ 1,252,045	\$ 510,270	Estimate based upon current visit volume	
Data Conversion (placeholder estimate)		\$ 87,625	\$ -	Please see and complete Conversion Guide - We will	
Sub-Total - Implementation Fee payable to OCHIN - Please refer to Page 1 of Contract		\$ 1,339,670			
Sub-Total - Forecasted/Annual Maintenance Fee payable to OCHIN - Please refer to Page 7 of Contract including changes to fees based upon annual increases and actual utilization		\$ 606,070			
Travel for OCHIN staff (reimbursed at cost) - Rebursed to OCHIN		\$ 75,000	\$ -		
Data Archiving Solution: HealthFormats - subcontract under OCHIN Master Contract - pass through		\$ 64,900	Included in above maintenance	sub contract	
Budget for Unanticipated Items (additional hardware, workstations, etc.): Will be drawn upon only with approval. Estimate is based upon 15% of OCHIN implementation cost		\$ 185,579			
Total Budget		\$ 1,665,149	\$ 510,270		
Total Contracted Due to OCHIN on Master Contract		\$ 1,339,670	\$ 606,070		

EXHIBIT P-OCHIN PRICING

Navigator	Information
OB/GYN with Custom Results Console	Visit Navigator to support prenatal and postnatal care. Special tracking tools for pregnancies are incorporated into the tool for reporting, alerts and health of mom and baby. Special build has been done for our members in California to support their government funded CPSP program
BH Primary Care Navigator	
Behavioral Health/Mental Health	Navigators to support both specialty mental health practices as well as clinics that provide integrated behavioral health service in primary care.
HIV Navigator	The HIV navigator supports the needs of our members that serve both HIV and AIDS populations. Very specific tools for HIV mutation tracking and charting tools to help with these complex patients.
Ophthalmology/Optomety	Navigator to support Optometry departments and some ophthalmology tools. Mostly for Optometry. Allows for ease in prescribing eye glasses and contacts as well as documenting basic eye care.

# OCHIN

Pricing for		PM		EMR		TOTAL	
Dec-17		# of Visits	110,000	# of Visits	110,000		0
<p>The initial visit purchase is based upon your best estimate of the number of visits your clinic has. The number of visit usage will be reviewed the first calendar quarter of each year. If the clinic is using more visits than originally purchased, the clinic will be invoiced for the additional visits.</p>							
<p><b>EPIC APPLICATION SOFTWARE</b></p> <p>OCHIN implements the Epic suite of products. Included in the practice management purchase is Practice (Registration), Cedexis (eChidling), Resolute (Claims), Epic's EMR product is EpicCare. The data aggregation software Acurion is also implemented.</p>							
<p><b>CENTRAL HARDWARE</b></p> <p>OCHIN has one centralized hardware configuration used for all OCHIN members. This allows us to maintain hardware at your site and allows for a Master Patient ID.</p>							
<p><b>IMPLEMENTATION TRAINING PACKAGE</b></p> <p>This fee does not include OCHIN travel and out of pocket costs. These costs will be approved by you ahead of time and billed separately. Additional hours incurred may result in additional costs.</p>							
<p><b>LICENSE PACKS</b></p> <p>This pack fee includes Oncho, Windows, Client Access, License, Terminal Server Client Access License and Citrix License fee. These are one-time licenses. Therefore, when you add EMR, you only have to pay an incremental number of additional licenses.</p>							
<p><b>REPORTING (CLARITY DESIGNER &amp; SCHEDULER)</b></p> <p>Included in the contract, the clinic is required to purchase at least one designer/ license. Dependent upon clinic bases, they may want to purchase more designer licenses and also a scheduler license. OCHIN can help determine your needs.</p>							
<p><b>DOCUMENT MANAGEMENT SOLUTION</b></p> <p>1 High Capacity Scanning station license (1 needed per scanner used)</p>							
<p>Each scanning station \$2,440</p>							
<p>1 Front Desk Integrated Scanning License - 1 Seat</p>							
<p>License needed per workstation using this function 1,600</p>							
<p>This is used to scan ID cards, Insurance Cards, Consents, etc.</p>							
<p>Each concurrent user \$462</p>							
<p>total viewing licenses (about 6 visits per 25,000 visits) \$450</p>							
<p><b>ROI MODULE</b></p> <p>Release of information to external users</p> <p>Needed to run OCHIN Link</p>							
<p><b>LAB INTERFACES</b></p> <p>1 Quest ONLY interface is included in the implementation price. If the organization desires other lab interfaces, quotes will be determined based on the complexity of the interface. Maintenance will be \$4,800 per year. SEE INTERFACE TAB FOR DETAILS</p>							
<p>Asyva</p>							
<p>Quest Lab - included in install</p>							
<p>Beckon Lab (Cottage Hospital)</p>							
<p>Orchard Lab (Public Health)</p>							
<p>CAR (California Radiation)</p>							
<p>San - RX Pharmacy Interface</p>							
<p>ADT from Epic to Central File Power Identity</p>							
<p>Cerner Pharmacy (ADT/DTF)</p>							
<p>California State Immunization INTERFACE</p>							
<p>OCHINLINK INTERFACE</p>							

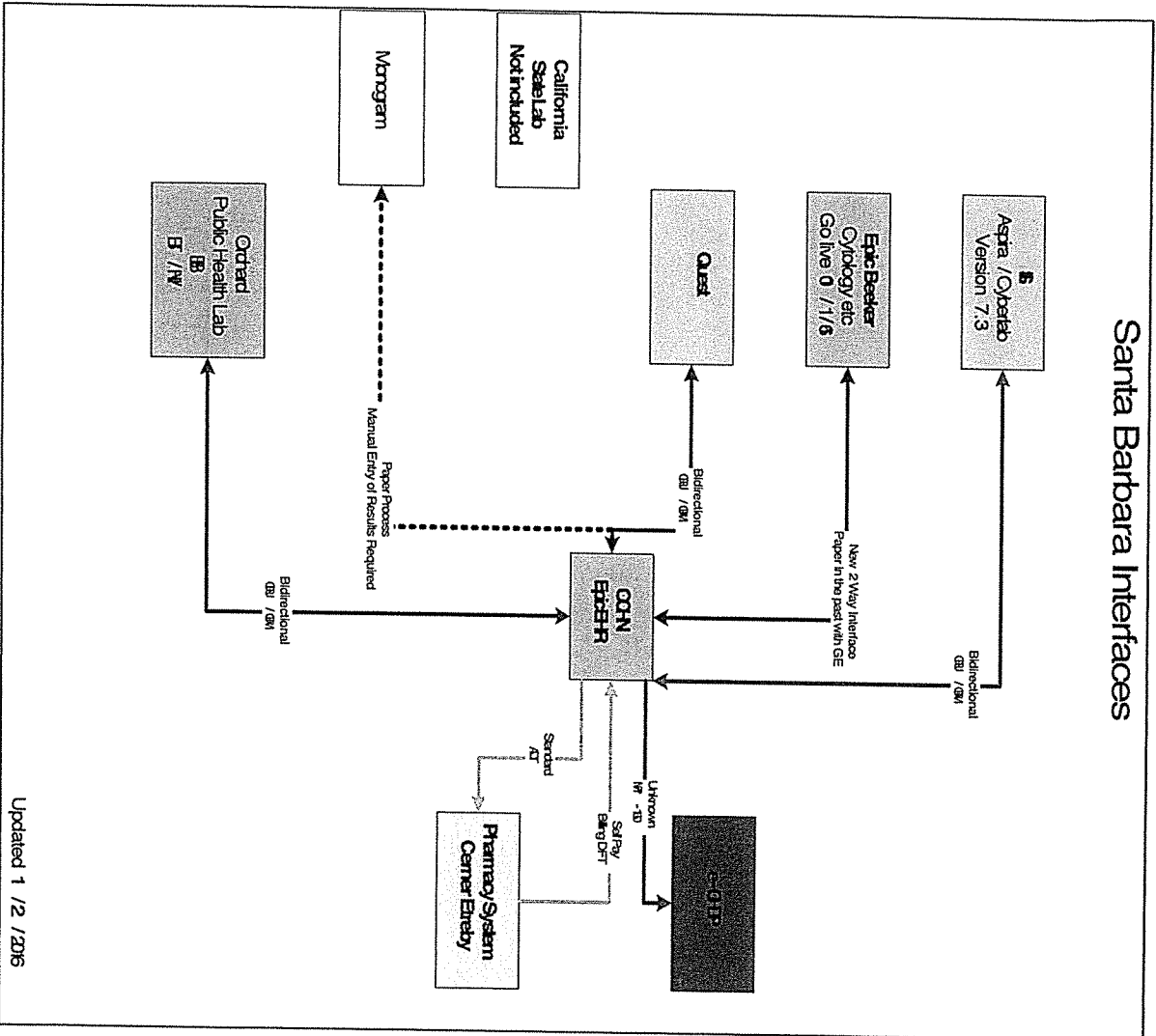




EXHIBIT P-OCHIN PRICING

QUANTITY	ITEM #	DESCRIPTION	PRICE	TOTAL
0	# of EKG's (existing)			
0	# of EKG's (new)			
0	# of Spirometers (existing)			
0	# of Spirometers (new)			
<p><b>Process</b></p> <ol style="list-style-type: none"> <li>1. Complete the Midmark license order form</li> <li>2. Work with Midmark CX to complete the device setup</li> <li>3. Midmark will notify OCHIN once setup is complete</li> <li>5. OCHIN will create a SOW for the integration</li> <li>4. Member returns approved SOW and list who will be accessing the machine</li> <li>5. OCHIN will complete the integration and security template setup</li> </ol>				
Midmark Device Cost				
0	Midmark EPIC ECG Device		\$3,500.00	\$
0	Midmark EPIC SPIRO Device		\$2,300.00	\$
				Sub-Total Setup Fees
				\$
Midmark Device Setup				
0	Midmark EPIC ECG Device Virtual Channel		\$595.00	\$
0	Midmark EPIC SPIRO Device Virtual Channel		\$595.00	\$
				Sub-Total Setup Fees
				\$
Midmark Sublicense Software				
0	Midmark EPIC ECG Device Type Integration		\$500.00	\$
0	Midmark EPIC SPIRO Device Type Integration		\$500.00	\$
0	Annual Sublicense and Support Program Fee \$250 per Device Type		\$250.00	\$
				Sub-Total Setup Fees
				\$
				Sub-Total Annual Maintenance
				\$
OCHIN Midmark Integration Fees				
0	N/A	Midmark Device Integration (EKG or Spirometry)	\$2,750.00	\$
0	N/A	Midmark Device Integration (EKG or Spirometry) - Annual Maintenance	\$600.00	\$
				Sub-Total Setup Fees
				\$
				Sub-Total Annual Maintenance
				\$
				Total Setup Fees
				\$
				Total Annual Maintenance
				\$

# Santa Barbara Interfaces



Updated 1 /2 /2016





EXHIBIT P-OCHIN PRICING

MiPacs Imaging Pricing						
Workstations/ Licenses	Volume	Price	Maintenance Fee (Annual)	Maintenance Fee (Monthly)		
Tier 1 (1-5)	by tier	\$ 4,893	\$ 713	\$ 59		
Tier 2 (6-9)	by tier	\$ 8,393	\$ 1,223	\$ 102		
Tier 3 (10-15)	by tier	\$ 11,193	\$ 1,631	\$ 136		
Tier 4 (20-30)	by tier	\$ 12,593	\$ 1,835	\$ 153		
MiPacs - Pros/Cons						
MiPACS Pros			Other PACS Cons			
+ Integration in Wisdom			- No Integration			
+ OCHIN Has central s			- Custom Integration (\$)			
+ OCHIN Supports Pro			- Custom Workflows (\$)			
+ Non-Dental image int			- No OCHIN support for Dexis			
+ Future HIE Integration (must be central!)			- Higher support cost from OCHIN if integrated (\$)			
+ Future MyChart/ROI (must be able to pull out of MyChart)			- No Clinical Images (Xray, eye)			
+ Backup and Long-Term Archive (business continuity and disaster recovery)			- No HIE Integration			
+ Sensors will work from Dexis/other (NO new sensor costs)			- No MyChart/ROI Integration			
+ Upgrade support for			- Member does backup/archive			
+ Systems Monitoring (			- Upgrade support for Epic and PACS not supported by OCHIN			

EXHIBIT P-OCHIN PRICING

				OCHIN	
				Pricing for	
				12/14/17	
				(subject to change)	
				E-Signature	
				OCHIN Price	
	Each	\$170	Per Consent Form	Additional Consents requested beyond	
	18%	\$ 31	Annual Maintenance	initial 3 provided by OCHIN	
				Signature Pad	
	Each	\$ 354.97	Topaz Signature Pad	Bought through Zones	Zones Part #
		\$ 114.99	2 Year Maintenance	Bought through Zones	05432178
				Web Camera	
	Each	\$ 48.97	Microsoft HD -6000	Bought through Zones	Part #
		\$ 5.99	Annual Usage Maintenance	Bought through Zones	A03022185
				Front Desk Scanner	
	Each	\$ 139.97	Brother DSmobile 600	Bought through Zones	Part #
		\$ 21.99	2 Year Maintenance	Bought through Zones	A03049426
	Each	\$ 1,500	Software for Scanner	Bought from OCHIN	
				Fax Server	
				Bought through Zones or Open Text	
				Price determined through conversation with	
				Open Text to determine right fax and determine	
				the desired bill of materials. Range \$8K - \$25K.	
				Note:	
				Related workflow redesign from OCHIN has no charge.	