



A driving force for health equity

**STATEMENT OF WORK (#12161)
Willow Implementation for SA175 Santa Barbara County**

OCHIN, Inc. ("OCHIN"), and Santa Barbara County Public Health Department ("Santa Barbara", "Member", "Service Area", or "Client") are parties to a Master Services Agreement (the "MSA" or "Master Services Agreement") dated 3/21/2017. This Statement of Work (SOW) is governed by, and entered into pursuant to, such MSA.

JIRA: EAPPS-270723

Service Name

- Willow Implementation
 - Willow Ambulatory shares a single database with the rest of Epic's application suite, so pharmacists have access to the same patient and medication information as physicians. Prescriptions flow directly from EpicCare to the pharmacy with no interfaces, and physicians see detailed prescription information, including dispense history, during their normal workflows.

Deliverables

- Willow Ambulatory build
- Standard training and go-live support – please refer to
 - Standard training and go-live support package to be determined as project plan is determined in coordination with OCHIN, Epic and Member.
- Technical Dress Rehearsal (TDR) Support
 - will be mutually coordinated between member and OCHIN project manager. Member must have someone on site to complete the technical dress rehearsal. All OCHIN support to be provided remotely.
- Medication supplier interfaces are built for Cardinal, AmerisourceBergen, and McKesson. If using a different supplier, interface must be scoped.
- Data Conversion – Two Points (Exhibit D – Two Points Agreement) – Two Point to be a pass thru cost per attachment D terms from TwoPoint. Any additional costs billed to OCHIN by TwoPoint for member are to be passed thru to member.
- Data Conversion – OCHIN Data Conversion Team
 - **Engagement Overview – Exhibit C**
 - **New Install – Deliverables:**
 - Patient Demographics Import to SUP – Member provides to OCHIN as part of overall Patient Demographic Import SOW
 - Willow Import to SUP – Source data provided by Two Points
 - Contains: Pharmacy comments
 - **Existing Member Install – Deliverables:**
 - Willow Import – Source data provided by Two Points



A driving force for health equity

- Contains: Pharmacy comments

Dependencies

- Completion of groundwork questionnaire
- Required hardware is in place prior to Technical Dress Rehearsal (TDR)
 - Please refer to OCHIN recommended hardware guide
- Member must use Relay Health as their claim’s adjudication switch. If using PSAO, member PSAO must work with Relay Health.
- Applicable to net new only – Pharmacy Licensing requirements must be received by OCHIN at least 90 days prior to go-live
- Member has reviewed, understands, and agrees to the third-party costs outlined in exhibit A

Out of Scope

- Custom report development
- Data extracts to a third party
- Additional deliverables not mentioned in this statement of work
- OCHIN Willow Ambulatory does not support claims A/R remittance.
- OCHIN Willow Ambulatory does not support MTM Outcomes.
- OCHIN Willow Ambulatory does not support pricing matching
- OCHIN Willow Ambulatory cannot capture signatures and mobile patients via a mobile device
- OCHIN Willow Ambulatory cannot track medication inventory (non-immunization records) from the Pharmacy transferred to the clinic department

Timeline

- Receipt of Signed Statement of Work 7/6/23
- Project kickoff 10/16/23
- Cutover 7/12/24 – 7/14/24
- Go Live 7/15/24

Contact(s):

Organization	Name	Email
OCHIN	Kavon Wynia	wyniak@ochin.org
Member	Robert Real	Robert.real@sbcphd.org



A driving force for health equity

Pricing and Terms

Pricing of this engagement will be at a fixed rate. Pricing is determined by licensing requirements, estimated visits and labor hours for the new departments.

Description	Unit Cost	# Units	Cost
Willow Licenses	<ul style="list-style-type: none"> • First 12,000 scripts is \$3/script • Next 13,000 scripts is \$2.75/script • 25,001 scripts to 100,000 scripts is \$2.50/script • 100,001 scripts to 150,000 scripts is \$2.25/script • 150,001+ scripts is \$2.00/script 	85,771	\$223,677.50
TwoPoint (Data Conversion)Pass Thru Costs	<ul style="list-style-type: none"> • \$17,000 	1	\$17,000
Total Development Cost			\$240,677.50
Annual Maintenance	Unit Cost	# Units	Cost
Willow License Maintenance	\$1.06/Script	85,771	\$90,917.26
Relay Health Claims Adjudication (See Exhibit A) ¹	\$0.06/Claim	TBD	TBD
Total Est. Annual Maintenance Cost			Est. \$90,917.26 + TBD

Pricing Notes:

1. All potential costs for Relay Health Claims Adjudication are listed for each Service in Exhibit A. Services include Intelligent Network Charges, Medicare Part A/B Eligibility Charges, Medicare Part D Eligibility Charges, RelayEligibility – Commercial E1, Rx Connect Fees, Rx Cardfinder Fees, Rx Edit Fees, MedRx Medicaid and MedRx Medicare Fees, Voucher on Demand Reimbursement Fees, and First Databank. These services are billed based on usage at costs indicated on Exhibit A.
2. Any custom reporting that results in an extract feed may require ongoing maintenance costs which are currently not included in this SOW. If an extract



A driving force for health equity

feed is determined necessary, a change order will be created and shall be agreed to by both parties as an amendment to this Statement of Work.

3. Pricing valid for 30 days unless otherwise noted. License maintenance costs may change annually based upon Board of Directors direction and approval. Currently stated maintenance costs are based upon approved pricing to date.

Travel Fees

- No travel is anticipated and not included in this SOW

Payment Terms

1. Member shall be responsible for all Fees as identified in this Statement of Work, and any Change Orders, as applicable.
2. Invoicing will occur as follows, due net thirty (30) days from the date of the invoice.

Payment Trigger	Description	Payment
Signed Statement of Work	Initial payment (50% of implementation total)	\$120,338.75
90-days from go-live 4/15/24	25% of implementation total	\$60,169.38
No Later than 14 days post go-live	Remainder of implementation Total + Travel as incurred	\$60,169.38
1 st Month Live	1/12 th of Annual Maintenance	Est. \$7,576.43 + TBD

[Signature Page to Follow]



A driving force for health equity

Signatures

Signature is required to accept this SOW. By signing below, each party agrees to the proposed purchase and authorizes work to begin.

Santa Barbara County Public Health
300 N. San Antonio Road
Santa Barbara, CA 93110

OCHIN, Inc.
PO Box 5426
Portland, OR 97228-5426

By: _____
Authorized Signature

By: [DocuSigned by: Kim Klupenger]
Authorized Signature

Name: _____

Name: Kim Klupenger

Title: _____

Title: CXO

Date: _____

Date: 6/24/2023

OCHIN Internal Approval:

Table with 2 columns: Name, Action. Rows include Jessie Janota (signed), Mark Garrett (OOO), Kavon Wynia, Jackie Andruszkiewicz, and Ryan Odorizzi (all receive a copy).



A driving force for health equity

**Exhibit A
 THIRD-PARTY PASS-THROUGH COSTS**

RELAY HEALTH (CLAIMS ADJUDICATION)

Service	Pass Through Fee
Intelligent Network Charges	OCHIN will charge Subscriber the following fees for any End Users utilizing the Intelligent Network: \$0.06 per transaction
Medicare Part A/B Eligibility Charges	OCHIN will charge \$0.015 for each Non-Rejected Eligibility transaction that is processed as part of the Medicare Part A/B Eligibility Service.
Medicare Part D Eligibility Charges	OCHIN will charge \$0.015 for each Non-Rejected Eligibility transaction that is processed as part of the Medicare Part D Eligibility Service.
RelayEligibility– Commercial E1	OCHIN will charge and Subscriber will pay \$0.06 for every transaction RelayHealth sends to OCHIN that includes patient insurance information.

Change HealthCare Solutions:

Customer shall pay the following Rx Services fees in accordance with the MRA.

(a) Rx Connect Fees

Monthly Transaction Volume	Fees Per Transaction
1 – ALL Transactions	\$0.05

(b) Rx Cardfinder Fees

Requests made through the Rx Connect Services shall incur standard Rx Connect Transaction Processing Fees and any applicable other charges, as set forth in Section 7.1 of the MRA, including the pass through of eligibility fees imposed by third parties in performing any of the services included on Attachment A.

(c) Rx Edit Fees

Monthly Transaction Volume	Fees Per Paid Transaction
1 – ALL Transactions	\$0.05

(d) MedRx Medicaid and MedRx Medicare Fees



A driving force for health equity

Customer agrees to pay \$0.59 per transaction per month, in addition to any applicable pass-through fees (pass through fees language remains, no matter payment format). Any transaction received by Change Healthcare from Customer will be deemed a billable transaction, regardless of whether that transaction results in a paid, reversed, or rejected response or some combination thereof. Each claim transaction within a transmission is considered billable.

Change Healthcare agrees to process Medicare Certificate of Medical Necessity (CMN) or DIF forms on behalf of Customer at the rate of \$1.03 per CMN entered via Change Healthcare's website and \$3.00 per CMN faxed to Change Healthcare; illegible faxed CMNs shall incur a \$5.00 fee. Change Healthcare further agrees to maintain Narrative supporting documentation on behalf of Customer at the rate of \$0.40 per Narrative entered via Change Healthcare's website and \$1.03 per Narrative entered via telephone with Change Healthcare's Customer Support staff.

(e) Voucher on Demand Reimbursement Fees

In consideration for the performance of the Services under the MRA as described below, eRx shall pay Customer for eRx Programs:

- i. A \$2.50 fee for each electronic voucher invoked during the eRx Programs ("Voucher Fee"), as of the date of this SOW.
- ii. When applicable, an additional fee of \$0.50 per fax printout (the "Print Fee") shall be paid.
- iii. The Print Fee and Voucher Fee will be paid by eRx within sixty (60) days of eRx receiving payment from the Manufacturer or Administrator.
- iv. Voucher values will be distributed by eRx within sixty (60) days of eRx receiving payment from the Manufacturer or Administrator; however, no payments will be made until received by eRx from the Manufacturer or Administrator.
- v. Any payments received by eRx from the Manufacturer or Administrator that are substantially reduced by such Manufacturer or Administrator, may affect the amounts paid to Customer. eRx shall use commercially reasonable efforts to notify Customer as soon as possible of the anticipated payment impact to Customer as a result of any such reduction in payments received by eRx from the Manufacturer or Administrator.



A driving force for health equity

SURESCRIPTS (ROUTING SERVICE)

For prescriptions which occur outside of Epic

- I. Transaction Message Charges: Member agrees to pay the following fee per message for the Pharmacy Routing Services provided hereunder:

Message Type	Associated Charge Per Message
New Prescriptions	\$0.135
Refill Requests	No Charge
Associated Refill Responses	\$0.135
Error Messages	No Charge
Status Messages	No Charge

- II. Start-Up and Connectivity: Member shall pay to OCHIN a start-up fee of fifteen hundred dollars (\$1,500) (the “Pharmacy Start-Up Fee”). In return for the Pharmacy Start-Up Fee, Surescripts shall provide Member with access to Surescripts’ automated testing suite and testing environment as appropriate during the implementation process. If Member does not pay the start-up fee promptly, Surescripts shall be entitled, among, and not to the exclusion of, any other remedies, not to provide access to the automated testing suite and staging environment until such time as Member pays the Pharmacy Start-Up Fee.

FIRST DATABANK (Enhanced Knowledgebase)

D. LICENSE FEES AND PAYMENT SCHEDULE

Annual Base Fee for FDB MEDKNOWLEDGE, Enhanced Package for use as defined in Exhibit 1, Section C.1:	\$ 48,820 (PAID BY OCHIN)
Fee for Additional Providers for First Data Bank and Trizetto	Associated costs with adding providers per our standard MSA will be added to member’s monthly OCHIN invoice (PAID BY MEMBER at a rate of \$144 per provider annually)



A driving force for health equity

Exhibit B

Engagement Overview

- Implement Omnicell IVR with OCHIN Willow

Approach & Assumptions

- Ochin project manager to work Omnicell assigned project manager and member site specialist
- Set Up InterConnect Pharmacy Web Services -Communication between Willow Amb and Omnicell IVR software
 - o IVR Software will be configured by Omnicell Vendor
- Ochin to provide the following info to the IVR vendor analyst:
 - o Formatted Prescription Number Scheme
 - o Assign NCPDP IDs for use in the IVR
 - o Determine Delivery Methods allowed from the IVR
- Set Refill Review Flags for IVR Requests in Willow
- Update User Security to Resolve Refill review Flags in Epic
- Route Refill Reauthorization Requests from the IVR system in Epic
- Customize Fill Validation extensions used the IVR system in Epic
- Extracts for IVR services outside of data communicated via Interconnect
 - o TBD by member
 - o Schema for extract to be provided by Omnicell

Success Criteria &

Deliverables

- Omnicell IVR integration

Dependencies

- **IVR software setup on member side to be completed by Omnicell**
- **Availability of member resource and Omnicell resource for build and testing of communications via Interconnect**

Limitations & Out of Scope

The following items are outside of the scope of this engagement:

- Configuring member IVR software. Ochin will not have access to members IVR server on Member's network.

Risks

- Any changes to scope could negatively impact timelines.
- Any changes required to address member workflows for confidentiality or consent could impact the scope of technical build for this interface and result in a change to scope, which could negatively impact timelines.



A driving force for health equity

Exhibit C

Engagement Overview - OCHIN Data Conversion; Partnership with Two Point Vendor

The Willow Pharmacy load process is a combined effort between the data conversion team, the willow team and a vendor named Two Point.

Two Point will post files to their SFTP site, the posted zip files contain a patientfile, insfile and xml files for each patient. The files are encrypted using a ccrypt process.

The Data Conversion team downloads the files, decrypts them using the method developed for this effort. Once files have been decrypted, they are then imported by our team.

This is imported iteratively on a weekly basis into Epic SUPPORT for the duration of member. Once approval has been achieved with member, this effort is complete into PRD, partnering with Two Point. There is a Delta load completed as part of this effort.



CONSULTING AGREEMENT

TWO POINT CONVERSIONS, INC. ("Consultant") and Santa Barbara County Public Health ("Pharmacy") enter into this Agreement which is effective upon execution by both parties.

WHERE, TWO POINT CONVERSIONS, INC. converts data processing systems for pharmacies; and,

WHERE, TWO POINT CONVERSIONS, INC. creates data archiving solutions for pharmacies; and

WHERE, Pharmacy wishes to utilize Consultant's services;

NOW, the parties therefore agree as follows:

1. **SCOPE OF WORK: SCOPE OF WORK:** Consultant shall convert the customer, coverage and prescription files from Pharmacy's current on premise multi-store Etreby system to the Epic Willow system per the Epic Willow XML specifications for Pharmacy. Consultant shall convert as many months of prescriptions, patient and insurance files transferred to the new system via XML. This contract includes a maximum of **three (3) data pulls**: test, base and delta (XML). Extra data pulls/runs requested will require an addendum (see pricing chart).

This agreement's scope is limited by: This agreement's scope is limited by:

- a) Fields not available in the Epic Spec. Fields not currently covered include but are not limited to accounts receivable ("A/R"), nursing home module, Point-of-Sale ("POS"), price codes, worker's comp, images (including scanned Rx Hard Copies, eScripts, Pick Up Signatures), discrete compound formulas, discrete patient allergies, patient notes, 340B notation, and patient deduplication.
- b) Services offered but NOT chosen from the "Available Services" (Section #10) to supplement the Epic Spec or "to Epic" process, but are not used by all clients, including but not limited to deduplication, patient notes, 340B notation, merging of patients, inventory reports, or any other unique situation not considered standard within the Epic Spec or Process.
- c) Archiving of historical data and images not converted into Epic Willow Ambulatory. (Note: A separate addendum and End Users License Agreement (EULA) is required for the software. There is no support contract for static archives unless requested.)
- d) Custom development: In the event that Consultant is required to provide additional services as a result of changes to or workaround from the Epic specifications that have not been provided by Pharmacy to Consultant as of the signature date, including, but not limited to: (1) new coding required to handle inclusion or merge of a field not in the Epic Specification, or (2) the cleansing or removal of anomalies or bad data caused by the legacy system or human error by Pharmacy staff, or (3) parsing or separating out elements of an existing field (i.e., comments), (4) providing inconsistent or variable data extracts, 5) a new field, flag, or setting (or non-default use of a field, flag or setting) previously never coded for during any Epic conversion or any other condition that requires discovery, coding, testing, and implementation of new code, will trigger a change to the order that will result in additional fees to be agreed upon by the parties. Consultant may, upon written approval of Pharmacy, extend all or any subsequent due dates deemed reasonably necessary.
- e) Disruptive changes in-project, including but not limited to: addition or subtraction of stores from waves, change of patient keys, and/or change of Epic inbound process (XML, HL7) that require significant

reprocessing, retesting, discovery, coding, or additional data pulls beyond those originally in scope will trigger a change to the order that will result in additional fees to be agreed upon by the parties.

2. PROJECT START: The conversion process does not begin when the contract is signed. Timelines given are based on a start date when Consultant has received completed paperwork including, but not limited to, contract and Business Associate Agreement, purchase order/deposit, vendor onboarding agreements, security assessment, necessary VPN and/or system access, test data, and examples* from Pharmacy. If the services provided require the legacy vendor to extract or provide a login for data/image retrieval, then Pharmacy must make these arrangements in advance of need during the project timeline. Pharmacy is solely responsible for any payments to the legacy vendor. Consultant will use reasonable efforts to complete the conversion within the time frame to which Pharmacy, Two Point, and its new pharmacy system vendor agree. The consultant estimates that a minimum of six (6) months is required to complete this migration if processed at Two Point.

**(Examples (digital print screens from the legacy system) are required for aiding quality assurance. These screenshots are used to check field by field information relating to patient, doctor, and/or drug demographics, as well as Rx/fill history, images, etc. as the conversion requirements dictate. Examples are required from EACH location to assure that the data being provided by your legacy vendor, and/or being pulled and processed by Two Point, are the correct data for each location for reasons of accuracy, and to meet HIPAA's Minimum Necessary Requirement (<https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/minimum-necessary-requirement/index.html>)).*

***Timeframes are for non-holiday time. Please add two (2) weeks if project falls in between Thanksgiving and the Tuesday following New Year's Day.*

3. MIGRATION TESTING: Post project start and receipt of data and examples, Consultant requires three (3) to four (4) weeks for initial due diligence, and possibly longer for lower rated or complicated systems or conversions. Pharmacy is responsible for validating test data in its new system. With proper testing, Pharmacy can eliminate most inaccuracies before going live on its new system. The testing period will be decided and agreed upon by all parties included in the project plan. If Pharmacy testing fails to meet its schedule, the live date may be jeopardized. Pharmacy must provide written notification that it has accepted test data as accurate, complete, and ready for go-live/production. Absent notification from Pharmacy, Consultant deems Pharmacy to have accepted data at the end of the agreed upon testing period. Once testing is complete and after Pharmacy approves the data for production, any changes requested by Pharmacy will require a formal change request. Consultant and Pharmacy must agree upon and approve a fixed quote before any development or data/image rerun may begin. This includes changes to the data or data layout not considered during testing, or significant custom coding not found in the standard Epic migration process.

Pharmacy may conduct business as usual during the conversion process; however, Pharmacy should refrain from applying any updates or upgrades. Such changes may negatively affect the layout, impact live date, and trigger a re-testing phase which may result in additional fees. Consultant will not be liable for any changes caused by updates or upgrades if Pharmacy does not notify Consultant to retest the data and make corrections and this will trigger a change request and associated fees. Once testing is complete and after Pharmacy approves the data for production, any changes requested by Pharmacy will require a formal change request. An optional dry run live test may be chosen, but must be run PRIOR to go live pulls.

****Code MUST be frozen fourteen (14) days out from GO LIVE PULL and Test Data Sign Off Attestation MUST be returned for the XML Base/Delta or pull to move forward to go-live preparation. Two Point will NOT pull live data without sign off.**

4. LIVE XML BASE/DELTA DATA CHECKING: Consultant will extract live base and/or live delta data prior to the go live date. Pharmacy is responsible for validating live base and live delta data for any discrepancies in its new system. Once Consultant delivers Base and Delta data, Pharmacy has up to ten (10) business days from each to report any problems or issues with the data, because Consultant may be unable to fix problems that Pharmacy

does not immediately report. Absent notification from Pharmacy, Consultant deems Pharmacy to have accepted data after those ten (10) business days immediately following the conversion's live date. Pharmacy must give Consultant an opportunity to cure any reported issue before Consultant may issue a partial refund. Consultant further retains the right to determine the reasonable time required to cure issues, if curing is possible. Pharmacy must provide Consultant a minimum of 3-5 business days' notice before setting a base pull date or live date in order to ensure that Consultant has the requisite resources available. Consultant may deny this request if there is a lack of resource availability or less than the 3-5 business day notice is given.

5. GO-LIVE PLANNING: Pharmacy must provide Consultant a minimum of five (5) business days' notice before setting a production base pull date or live date in order to ensure that Consultant has the requisite resources available. Consultant may deny this request if there is a lack of resource availability or less than the five (5) business day notice is given. Should Pharmacy cancel its scheduled go live (particularly last minute), Pharmacy must provide Consultant another minimum of five (5) business days' notice to secure resources for go live, and that Two Point has the right to refuse if not provided or cannot secure available resources.

6. LIMITATION OF LIABILITY: Consultant will use reasonable efforts to provide a quality conversion. However, Consultant is not responsible for any errors or problems arising from the Pharmacy's owned or licensed Data, computer system, or existing software Pharmacy owns, licenses, and uses prior to the conversion and/or archive. Consultant is not liable for consequential damages or any other damages that exceed the amount Pharmacy pays to Consultant pursuant to this Agreement. It is the duty of Pharmacy to provide data to Two Point that does not contain credit card or other financial information. If such information is sent, Two Point will treat it with the same level of care as all other data provided by the Pharmacy, however in the case of breach Pharmacy shall fully indemnify Two Point for any cost of damages or remediation relating to the disclosure of such financial data unless there has been an agreement in writing stating that Two Point will accept and work with such data provided by the Pharmacy. Unless the Agreement expressly provides otherwise, nothing in the Agreement shall be construed to create any third-party beneficiaries of or to the Agreement, to the extent that this section does not conflict with laws that prevent its full application.

7. USE OF PHARMACY DATA: Pharmacy represents that it owns the data, reports, and all other pharmaceutical information ("Data") necessary to execute a conversion and is authorized to deliver such Data to Consultant for carrying out the conversion. Consultant agrees that it will not provide Data that Pharmacy provides to any third party and that Consultant will use the Data only to carry out the conversion project defined here. Consultant acknowledges that Pharmacy owns all Data it discloses to Consultant. Consultant will not release, alter, de-identify, aggregate, sell, or perform any activity with the Data except as specifically set forth in this Agreement. Notwithstanding any other provision in this Agreement, if Consultant desires to utilize the Data in any manner other than to provide the services contemplated in this Agreement, Consultant will obtain Pharmacy's prior written consent at Pharmacy's sole discretion.

8. INDEPENDENT CONTRACTOR: Consultant, and its agents and employees, will perform its duties in this Agreement as an independent contractor and not as Pharmacy employees. Neither Consultant nor any of Consultant's agents or employees are, or deemed to be, Pharmacy's agent or employee. Further, Consultant is not authorized, expressly or implied, to bind Pharmacy to any agreements, liability, or understanding. Consultant is solely responsible for the conduct of its employees and agents, for payment, and for all other employer obligations towards all of its agents and employees under all applicable laws. This Agreement is not intended to and will not be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.

9. DATA RETENTION: (For Projects processed at Two Point Only.) Consultant's policy is to retain Pharmacy's Electronic Protected Health Information ("ePHI") on an encrypted archive for one (1) year following completion of the conversion/archive project. At the end of that one (1) year period, Consultant will destroy encrypted conversion ePHI data pursuant to the National Institute for Standards and Technology (NIST) guidelines for media sanitization at <http://www.csrc.nist.gov/>. Consultant adheres to all required and appropriate safeguards while archiving Pharmacy's data. If preferred, Pharmacy's data will be deleted immediately following the conversion process, by requesting a Data Destruction Waiver form. Once Pharmacy completes this waiver form and Consultant destroys

the data, Consultant will issue Pharmacy a Certificate of Destruction verifying the data's destruction. Absent notification, Consultant will retain the data pursuant to policy.

10. EXTERNAL VENDORS/CLIENTS ACCEPTABLE USE: Two Point's policy prohibits external vendors or clients from uploading any software containing spyware or any malware that gathers information or scans any Two Point system. Consultant always denies external vendors or clients direct access to any Two Point data or systems, particularly all PHI/ePHI. Consultant takes its security seriously and operates strictly within federal guidelines to secure the availability, confidentiality, integrity, privacy, and security of all data and systems.

11. AVAILABLE SERVICES: Below are informational descriptions of the available conversion services per pharmacy/ per system that may be chosen on a "as needs" basis. Archiving of legacy data is available as a separate contract, or as an addendum to this contract.

Base Conversion: The main portion of the migration, which includes the data retrievable from the legacy system and that is transferrable per the incoming specifications of the new system. Covered are applicable demographic fields for patients, coverage file (third party plan information), and Rx data. (Systems are rated based on difficulty, including if an extract is required from vendor, vendor cooperation, amount of development tickets in the previous year, etc.)

Deduplication: Exclusive to XML process only. Consultant deduplicates multiple versions of the same patient to reduce duplicates into a single patient record prior to Epic load.

Additional Live Dates >1: Preferred methodology is all stores at once (AKA, Big Bang). **Multiple live dates, or multiple live nights over the same week/weekend** due to timing requirements subject to this fee.

Custom conversion of Patient Notes: (Optional) A work around is applied and test to get patient notes into the patient file, because patient notes are not in the Epic spec and not everyone wants them moved across.

Holiday Fee (Per day; If required): If any live work is required on a major holiday, its eve or the weekend of (includes: Easter, Memorial Day, July 4th, Labor Day, Thanksgiving (including the Friday after), Christmas and New Year's).

Rush Fee: With over 30 years' conversion experience we provide an estimate of the amount of time it would require to provide the best, highest quality migration with patient safety being our number one goal. If contracting has not completed by this date, or if there is a wish to rush the transfer data for a variety of reasons and jump the production line, a rush fee will be indicated.

Additional Weekly Meetings >1 Fee: (Optional) One (1) hour weekly meeting post-kickoff included. Extra meetings require this fee.

Additional Pull Fees over allotted: (Optional) This agreement includes a test, base and live pull. Any pulls requested to "refresh" the data adds new data into the testing pool, which in turn requires more extensive testing. This does not include extra pulls required by Two Point to resolve in scope issues.

Archiving: (Optional) In order to decommission the legacy system, Two Point offers our ACERT™ archiving product for the back data and/or images not transferred to the new vendor in order to meet auditing and compliance needs.

12. PRICING: All add-ons are charged per location. If Pharmacy fails to establish a complete and accurate number of locations to convert in the initial contracting phase, Consultant will still bill Pharmacy for all locations that Pharmacy later incorporates into the conversion and/or that Consultant converts. Please select which of the following services you authorize Consultant to perform as part of your data conversion **by initialing beside each service on the pricing table** and sign at the bottom.

Prices in the chart below are based on if the contract is signed by seven (7) months prior to go live for conversions performed at Two Point based on an six (6) month out go live date. After the appropriate date rush fees will be incurred at \$500 per store/per month less than the proposed timeline (-1 month for 1 store = \$500, -1 month for 2 stores = \$1000, -2 months for 2 stores = \$2000, etc.)

Duration of validity: General price increases occur if contract is not signed by 12/31/2022, or project is delayed until after 12/31/2023.

PLEASE INITIAL BESIDE REQUESTED SERVICES (the contract will not be accepted without initials):

Santa Barbara County Public Health Scoping Price Table

INITIAL	Description	Unit cost	Quantity	Total Cost
	DATA CONVERSION			
	Base Conversion (A Rating) (Includes patients, coverages and fill history) into Epic XML format for upload into Epic Willow if contract signed by applicable dates above.	\$5,500 per location (OCHIN discount rate applied. Reg. Price \$6250)	3	\$16,500
	RUSH FEES (If not signed by dates above)	\$500 per store/per month		
	Optional Conversion Services			
	Patient notes workaround	\$500	1	\$500
	Extra go-live days (multiple go live waves, multiple go live nights, etc.)	\$1,000 per extra go-live	TBD	\$0
	Additional Data Pull/Reprocessing over allotted pulls	\$500 per pull/reprocessing		
	Holiday Fees (per day. Eve of, day of, weekend of major holiday.)	\$1,500 per day		
	Additional Data Pull/Reprocessing over allotted pulls	\$500 per store, per pull/reprocessing		
	Additional Weekly Meeting >1	\$150 per extra meeting/week		
	Applicable State Sales Tax*	TBD	TBD	\$TBD
	CONVERSION SUB-TOTAL			\$

If Santa Barbara County Public Health does not sign and return either a Tax Exemption, SSUTA/MTC Reseller, or State Direct Pay Certificate then Santa Barbara County Public Health is responsible for any taxes due on any Two Point Product or Service

13. TERMS AND LIABILITIES:

NON-NEGOTIATED EXPENSES: Any provision of this Agreement which requires Consultant to provide services or engage in actions that are not strictly required of Consultant by law or that are provided at the discretion of Pharmacy, including but not limited to audits, additional employee training, background checks, shall be provided for in a Statement of Work agreed to by the Parties.

TRAVEL: Pharmacy understands that for Two Point staff to visit Pharmacy locations involves significant expenses. Two Point has extensive expertise in providing its services remotely. All services provided shall be presumed to exclude any physical visits to the Pharmacy's locations by Two Point personnel unless such visits are listed with specificity in the Agreement.

MEETING EXPENSES: Parties acknowledge that meetings are a significant expenditure of resources. Besides meetings outlined in the Agreement, additional meetings require at least two (2) business days advance notice. Notice shall include the topics to be discussed in as much detail as possible so the parties can prepare and make sure the appropriate personnel are available. Meetings not specifically provided for in the Agreement may result in additional charges. Two Point will make every effort to provide reasonable support to complete the project.

INTELLECTUAL PROPERTY: Nothing in this document shall be read to require Two Point to provide Pharmacy with Intellectual Property, Inventions, or Work Product of any nature unless such transfer is detailed with specificity in the Agreement. The definitions of the foregoing terms are to be interpreted in the broadest possible sense. Nothing in this section shall be interpreted to in any way limit the rights of Pharmacy to the data Pharmacy provides to Two Point, or the converted data and reports that are returned to Pharmacy from Two Point.

EFFECT OF DELAYS. Consultant is not responsible for late delivery or delay, or failure of performance caused in whole or in part by Pharmacy's delay in performing, or failure to perform, its obligations under this Agreement or any Order. In the event of any such delay or failure, Consultant may, by written notice to Pharmacy, extend all or any subsequent due dates deemed reasonably necessary. If these delays result in the need for significant additional processing or data pulls beyond those detailed in the relevant Order, a Change Order may be required and may result in additional fees to be agreed up on by the Parties.

ACCEPTABLE USE. Pharmacy will not have direct access to any Two Point systems except under unusual circumstances and only with a separate written Agreement. If company is provided access, Pharmacy agrees that it will not upload any software containing spyware or any malware that gathers information from any Two Point systems, nor will it engage in any collection of information from Two Point systems. Any data sent to Two Point by Parties must be encrypted.

14. PAYMENT:

- Milestone 1: Pharmacy must return a 50% payment to Consultant at the time pre-project planning is completed and Pharmacy returns an executed copy of this Agreement. Consultant will not release Test Data without first receiving payment and an executed Agreement.
- Milestone 2: 25% of conversion fee is due at the acceptance of test data by Pharmacy.
- Milestone 3: The final 25% is due after live data load acceptance by Pharmacy.

Live XML Delta phase must be completed within six (6) months of Live XML Base processing, or the process must be re-started and rework will incur a repeat of full wave fees.

Payment terms: Milestone 1 Invoice: Due upon receipt. Final Invoice: Net 30. No data for production will be produced by Two Point if Pharmacy is more than 30 days past due on any invoice.

If the Pharmacy pushes the live date after Consultant processes final data, an extra process fee of \$1000 will apply for any subsequent pulls and reprocessing associated with accommodating a new live date. If Pharmacy cancels the project after it has provided the deposit, but prior to Consultant beginning work, an administrative fee of \$500 will apply.

15. FINANCIAL DATA INDEMNIFICATION: Consultant discourages inclusion of patient credit card or banking information in Pharmacy records in a non-PCI compliant manner in order to protect client and patient personal information that may lead to fraud or other liability. If Pharmacy requires financial data to remain in the data set, Pharmacy must agree to indemnify Consultant from any liability arising from claims relating to financial data.

16. AGREEMENT: This Agreement constitutes the entire agreement between the parties and cannot be modified except by written text signed by both parties.

Two Point Conversions, Inc.
 2211 N. Elston Ave., Suite 307
 Chicago, IL 60614
 Phone: 773-252-2844
 Fax: 773-252-3909
 By: Robert Mandel
 Title: VP of Business Development

Santa Barbara County Public Health
 Address _____
 City, St, Zip _____
 Phone: _____
 Fax: _____
 By (Print): _____
 Title: _____

Signature Date

Signature Date