# Master System Agreement
## Between:

**OCHIN:**
**(also referred to as "Business Associate"):**
OCHIN, Inc.
1881 SW Naito Parkway
Portland, Oregon 97201
Contact for Notices: Abby Sears
Phone: (503) 943 2500
Fax: (503) 943-2501
E-mail: searsa@ochin.org

**and**

**Member**
**(also referred to as "Covered Entity"):**
Santa Barbara County Public Health
 300 N. San Antonio Rd
Santa Barbara CA 93105
Contact: Laura Lui
Phone: (805)-450-6747
Fax: N/A
Email: laura.lui@sbcphd.org

**Background:** OCHIN has entered into an agreement with Epic Systems Corporation ("Epic") by which OCHIN has obtained certain rights to practice management and electronic medical records ("EMR") software (the "Epic Agreement"). This agreement sets forth the terms on which OCHIN will offer Member access to certain components of the software and technical infrastructure described herein (the "System") and related support and training services described herein. Capitalized terms not otherwise defined on these cover pages (the "Cover Pages") have the meanings given in the exhibits.

1. **Grant of License for Epic Software Modules.** OCHIN grants Member a revocable, non-exclusive royalty-free license to use the Epic software modules described in Exhibit A. Member is an Affiliate and End User as defined in the Epic Agreement entitled to access and the right to use as proved in the Epic Agreement.

2. **Term.**

   **2.1 Initial Term.** OCHIN shall commence performance within thirty (30) days of the Effective Date and end performance upon completion, but no later than March 31. 2020 unless otherwise directed by Member or **unless earlier terminated.**

   **2.2 Options to Extend Term.** Upon mutual agreement of the Parties the term may be automatically extended up to three (3) times with each extended term being two (2) years. The Parties agree to review and, if needed, to update this Agreement at any automatic term extension.

3. **Financial Matters.**

   **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 27, 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.

   **3.2 Annual On-Going Maintenance Charges**. Annual On-Going Maintenance charges are subject to change as described in this agreement but shall not exceed **$725,000.00** without the Parties mutual agreement and authorization.

   **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 **$3,480,000.00** over the initial 3 year term.

4. **Interfaces.** OCHIN will provide the lab interfaces as listed on Exhibit P at the prices indicated on that exhibit. Additional interfaces or copies (such as interfaces that may be requested for an individual Site) will be provided only as mutually agreed in writing and with signed approval by the Public Health Director (PHD) Director.

**5.**     **Third Party Maintenance Fees and Charges.** OCHIN grants Member a revocable, non-exclusive royalty-free license to use the third party software described in Exhibit N and P. Member will pay annual maintenance fees and other recurring charges for the items of third party software listed in Exhibit P. Exhibit P indicates pricing as of the agreement effective date, but is subject to annual change. Member will pay any other reasonable third party costs that are incurred within the scope of this agreement by OCHIN on Member's behalf. OCHIN shall notify Member as soon as it is aware of any increase in maintenance fees or other recurring charges for the items of third party software listed in Exhibit P. Upon Member's written request OCHIN shall provide proof of any cost increases discussed within this Section 5.

**6.**     **Recurring Per-Visit Access Fees.** Member will pay OCHIN Per-Visit Access Fees at the rate indicated in Exhibit P for access to and use of the System. Per-Visit Access Fees are subject to change by the OCHIN Board of Directors (the "OCHIN Board") as stated in Exhibit B Section 12.2.

**7.**     **Connectivity Costs.** Member is responsible for procuring and paying for a connection to the System, as described in Exhibit B Section 13.1. OCHIN will provide Member with a backup internet connection to the System for the price listed on Exhibit P.

**8.**     **Storage Fees.** Member will pay OCHIN a storage fee for scanned material located in exhibit P in an annual amount specified below for Member's projected volume of billable visits:

| Annual Billable Visits | | 0-20K | >20K-40K | >40K-60K | >60K-80K |
|---|---|---|---|---|---|
| Amount | | $500 | $750 | $1,000 | $1,500 |
| | | | | | |
| Annual Billable Visits | | >80K-100K | >100K-150K | >150K-200K | >200K-300K |
| Amount | | $2,000 | $2,500 | *$3,000* | $3,500 |

Storage fees will be billed in monthly installments as part of ongoing maintenance cost. Member's projected annual billable visits for this purpose will be determined by OCHIN at the beginning of each year based on historical experience and storage will be adjusted accordingly.

**9.**     **Definitions.** The following terms as used throughout this agreement and exhibits shall have the meanings as set forth below:

    **9.1**     **Billable Visit.** A closed patient appointment or encounter (including medical, dental, mental health, and other visits) (as described in Exhibit Q) by a Provider as defined in Exhibit B Section 4.

    **9.2**     **Facility/Facilities**. County owned and operated federally qualified health centers.

    **9.3**     **Proper Invoice.** Contains sufficient detail to enable an audit of the charges and provides supporting documentation when required.

    **9.3**     **Site.** Santa Barbara County Public Health Department in its entirety and inclusive of administration and all facilities and entities thereunder.

    **9.4**     **Volume.** The number of medical visits (EMR) and scheduled visits and resulting claims (PM).

**10.**     **Responsibility for Hardware.** OCHIN will provide hardware relating to the Technical Infrastructure as described in Exhibit B Section 5. Member will be responsible for other hardware relating to Member's use of the System, as described in Exhibit B Section 7.

**11.**     **Additional Software and Services.** Additional fees may be assessed if Member chooses to use optional software or services or if additional supporting software is required in connection with use of the System. Other possible charges and costs relating to the System are generally described in Exhibit B Section 11. Possible charges and costs relating to support are generally described in Exhibit C.

**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 27, 2018 and go live on February 28, 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.

**13.**     **Amendments.** This agreement may be amended from time to time as described in Exhibit B Section 49.

**14.    Exhibits.** Exhibits marked below are part of this agreement:

| | |
|---|---|
| ☒ Exhibit A | Software Modules |
| ☒ Exhibit B | System Terms and Conditions |
| ☒ Exhibit C | Technical Support Terms and Conditions |
| ☒ Exhibit D | Business Associate Agreement |
| ☒ Exhibit E | Hosted Language |
| ☒ Exhibit F | Acuere |
| ☐ Exhibit G | Billing Services Terms and Conditions |
| ☒ Exhibit H | Organized Health Care Arrangement Terms |
| ☐ Exhibit I | Tapestry Modules |
| ☐ Exhibit J | Televox |
| ☒ Exhibit K | Clearinghouse Agreement |
| ☒ Exhibit L | Care Everywhere Module |
| ☒ Exhibit L – Attachment I | Epic Rules of the Road for Care Everywhere |
| ☒ Exhibit M | Help Desk/Work Orders Responsibilities and Expectations |
| ☒ Exhibit N | Additional Third Party Contracts |
| ☒ Exhibit O | OCHIN Hardware Recommendation |
| ☒ Exhibit P | Pricing |
| ☒ Exhibit Q | Billable Visit Decision Tree |
| ☒ Exhibit R | OCHIN Workgroups |
| ☒ Exhibit S | Training Plan and Services |
| ☒ Exhibit T | Additional Uses and Disclosures of PHI |
| ☒ Exhibit U | Implementation Plan |
| ☒ Exhibit V | New Member Questionnaire |
| ☒ Exhibit W | MPLS Preliminary Contract Information |
| ☒ Exhibit X | Connectivity Schematic |
| ☐ Exhibit Y | Site Support Agreement |
| ☒ Exhibit Z | Acceptance Criteria |
| ☒ Exhibit AA | Insurance |

☒ Exhibit AB        Integra MSAMember must complete and return the questionnaire attached as Exhibit V relating to implementation. If Member would like an MPLS connection, Member should also complete and return Exhibit W.

**This agreement and the agreements expressly referenced herein are the entire agreement between OCHIN and Member regarding the System and supersede all prior written or oral proposals, agreements, or other communications relating to the System.**

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **OCHIN**. **IN WITNESS WHEREOF,** the parties have executed this Agreement to be effective on the date executed by Member.

**ATTEST:**                                    **COUNTY OF SANTA BARBARA ("MEMBER"):**

Mona Miyasato
County Executive Officer
Clerk of the Board


By: _____          By: _____
     Deputy Clerk                                   Chair, Board of Supervisors

                                         Effective
                                          Date: _____

**RECOMMENDED FOR APPROVAL:**

Public Health Department


By: _____          _____
     PHD Director


                                              _____


**APPROVED AS TO FORM:**                **APPROVED AS TO ACCOUNTING FORM:**

Michael C. Ghizzoni                        Theodore Fallati, CPA
County Counsel                             Auditor-Controller


By: _____          By: _____
     Deputy County Counsel                          Deputy

**APPROVED AS TO FORM:**

Risk Management


By: _____
     Risk Management

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**OCHIN:**


By: _____

        Authorized Representative

Name:   Abby Sears _____

Title:     Chief Executive Officer _____

**Exhibit A**
**Software Modules**

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

## Practice Management Software

After implementation of the practice management component of the System, Member will have access to the following software modules:

> Resolute Professional Billing System
> Electronic Remittance
> Cadence Scheduling System
> Health Information Management – Chart Tracking
> Identity Embedded Master Person Index
> Clarity and Analyst Reporting Package
> Business Objects Enterprise Server (Version XI)
> InterSystems Cache *
> KB Systems SQL
> ICD-10 Codes (Diagnostics Data)
> IMO-SMO-MED
> ADA Codes
> Prelude
> UB-4

*Member will pay an additional license access fee, upon receipt of written notification and signed approval of Member's Director, or designee and in accordance with Section 10.2 of Exhibit B, for each InterSystems Cache license in excess of those included in the Initial Payment.

## EMR Software

After implementation of the EMR component of the System (if Member has purchased access to the EMR component as indicated in the pricing information included in Exhibit P), Member will have access to the following software modules:

> EpicCare Ambulatory EMR
> Hyland OnBase Document Management Solution Software
> First Databank Medication Database
> One Pharmacy Interface with SureScripts
> IMO Personal Health Terminology
> ABN Software (CA, OR, WA, WI, OH only)
> MyChart
> MyChart Spanish
> Care Everywhere
> Haiku
> Canto
> EpicCare Link**
> Reporting Workbench
> Charge Router

## Managed Care Software

> Tapestry**

**Visit Navigators Included:**

| 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 | Visit navigator supporting a behavioral health encounter. |
| 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/Optometry | 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 Billing Services:**

Not Applicable. Member has internal billing staff that administers billing.

**Patient Tablets with Epic Welcome**

**Not Applicable.**

**Medical Records Software**

Release of Information (ROI)

**Integrated Devices**
Electronic signature Pads

**Interfaces**

Surescripts interface
Social Security Exchange in California
Immunization interface in California
Quest lab interface
Cottage Hospital Interface
Cyberlab (Clinical Health Lab)Orchard (Public Health Lab)Billing Feed from Orchard to OCHIN
Billing Feed from Cyberlab to OCHIN
ADT Billing Feed from Pharmacy to OCHIN
Eligibility for CEN-CAL Capitation

**Data Conversion**

**Data conversion is included in the requested services and is reflected on the Schedule P.**

**\*\*Member will pay an additional license and implementation fee as indicated in Exhibit P as well as an ongoing maintenance fee in excess of those included in the Initial Payment.

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**Exhibit B**
**System Terms and Conditions**

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

1. **System Access.** OCHIN will provide Member with access to the System on the terms and conditions specified in this Exhibit B.

2. **Software.** Exhibit A specifies software modules to which Member will have access pursuant to this agreement.

3. **Clinical Environment.** Member is responsible for establishing and maintaining a clinical environment suitable for use of the System. At a minimum, Member will take the actions described below in subsections 3.1 and 3.2.

   3.1 **Clinical Content.** Member will designate a practicing physician (or highest ranking Provider, as defined in Section 4) to participate in the Clinical Oversight Workgroup or other OCHIN Board-designated committee as specified in Exhibit R. This workgroup will be primarily responsible for providing input to OCHIN regarding the clinical content of the System. Member and other users of the System acting through the workgroup, and not OCHIN, will be responsible for the accuracy of such content.

   3.2 **Internal Guidelines.** Member will be responsible for maintaining its own internal scope-of-practice guidelines governing use of the System at each Site. These guidelines will specify, without limitation, the scope of authority, responsibility, and oversight of Member's personnel using the System. OCHIN will not be responsible for monitoring compliance with those guidelines.

4. **Provider Definition.** For purposes of this agreement, a "Provider" means a physician or other billable provider such as a nurse practitioner or physician's assistant.

5. **Technical Infrastructure.** OCHIN will procure and maintain the computer hardware to operate the System, and the networking equipment and telecommunications facilities needed to establish a wide-area network ("WAN") for communication of System data to and from Member. The computer hardware, networking equipment, and telecommunications facilities are referred to as the "Technical Infrastructure". The Technical Infrastructure will include:

   5.1 **Hardware.** Hardware having capacity sufficient to accommodate a production environment for the application software described on Exhibit A (including a Clarity reporting environment) based on usage estimates available to OCHIN as of the date of this agreement, a testing environment for the software described in Exhibit A, and a raining environment.

   5.2 **Database and Operating Environments.** Operating environment software provided through third party vendors. This operating software will include: (a) a Cache post-relational database management system ("RDBMS") and production environments and (b) a database for Clarity reporting to be provided through Microsoft Corp. or Oracle Corporation.

   5.3 **Networking and Telecommunications.** The WAN connection to Member's primary local area network ("LAN") and all associated routers, equipment, telecommunications facilities, and cabling from the data center to the Connection Point. OCHIN will establish technical standards and requirements for Member to establish connectivity to the System WAN. Member will be provided at least a single connection to the System WAN for each Site. OCHIN will contract with third parties to provide telecommunications facilities.

6. **Data Center.** OCHIN has established a data center to house the central Technical Infrastructure. OCHIN contracts with a third party to provide and maintain the data center.

7. **Member Hardware Requirements.** Member will be responsible for obtaining, installing, and maintaining the hardware for use of the System within Member's LAN, up to the router ("Connection Point") or other point at which the System WAN connects to Member's LAN. Member will, at a minimum, obtain and maintain the hardware listed in Exhibit O. Specific requirements for such hardware are described below in subsections 7.1 and 7.2.

   7.1 **Personal Computers.** At each Site, Member will provide a number of personal computers sufficient for use of the System. Member will be responsible for purchasing, installing, and implementing software maintained on such computers (other than software listed on Exhibit A), and upgrades of the software. Member acknowledges that regular implementation of upgrades to such software is necessary for successful operation of the System.

   7.2 **Other.** Member is responsible for obtaining and maintaining accessories and peripheral devices for Member's personal computers, including scanners, faxes, biometric equipment, and printers. Member is also responsible for providing (a) desktop

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equipment and workstations; (b) equipment necessary to accommodate desktop equipment (such as wall mounts and keyboard trays); (c) construction or renovation expenses relating to desktop equipment; (d) supplies (such as printer cartridges, paper, forms, and labels); and (e) all internal network connectivity hardware and installations, including all LAN hardware and appropriate cabling to connect to the System WAN, such as routers, hubs, servers, and communication lines among and between Member's sites and offices.

8. **Limited Access.** Member will not make the System available to any third party except (a) Affiliates and Permitted Users or (b) as needed by consultants who are assisting Member or an Affiliate with respect to its operations (including, but not limited to, information technology and telecommunications), and who are bound by appropriate confidentiality obligations that are no less protective than those imposed upon Member under this agreement and an agreement of the type described in Section 21(k) of the Epic Agreement providing that such third party and its employees will not develop, design, or enhance any software product that has or is intended to have a similar purpose to or overlapping functionality with, or that competes with, or is intended to compete with, any software product offered by Epic now or in the future. Member will provide such access only to the extent such third parties must have access to the System in order to make proper use of or support the System in Member's operations. Member will not provide access to the System to any individual or entity that licenses software to health care facilities or any other potential competitor of Epic or OCHIN without OCHIN's consent (which shall not be unreasonably withheld) and Epic's consent. Member will have the same responsibilities to OCHIN for the actions and omissions of third parties, Affiliates, and Permitted Users allowed access to the System by Member as Member has for its own acts and omissions.

   8.1 **"Affiliate"** means any entity which is now or hereafter, directly or indirectly, owned or controlled by, controlling or under common ownership or control with, or managed by or under a joint venture or partnership agreement with, Member.

   8.2 **"Permitted Users"** means the following persons, subject in each case to the requirements of Section 14 below: (a) Member, its Affiliates, and their collective employees; (b) authorized agents, students (medical, nursing and other students), volunteers, nurses, physicians, medical staff members, technologists, clinicians, and other personnel on staff or otherwise associated with Member and its Affiliates, in each case to the extent involved in any way in the care of any patient involving the System; and (c) any medical practice of a physician who now or hereafter has the privilege to admit patients at, or who provides medical

consultation at, Member or an Affiliate to the extent involved in any way in the care of any patient involving the System.

9. **Lab Interface Requirements.** Member designates OCHIN as Member's representative for transmitting and receiving lab test orders and results. Member is required to have at least one operational interface with its lab vendor at the time of Go-Live for use of the System and to update OCHIN promptly and on at least a monthly basis of any modifications requested by the designated lab vendor. Exhibit P lists OCHIN's standard lab interfaces. OCHIN will develop and implement additional lab interfaces only to the extent and on terms agreed between OCHIN and Member in writing and with signed approval by the PHD Director. **Indexing Solution.** Member is responsible for scanning information in paper format at each Site and for determining the amount of information to be scanned for the System. In the event Member is more than one week behind staying current on scanning information, OCHIN may require Member to provide OCHIN with a written plan for staying current.

10. **Initial Payment.**

   10.1 **General.** Member's Initial Payment is intended to cover Member's share of access cost to Epic licenses, a portion of fees to third party vendors, the costs of the Technical Infrastructure, and basic implementation charges.

   10.2 **Cache Licenses.** The Initial Payment includes the number of access licenses for InterSystems Cache indicated on the pricing information in Exhibit P. If Member's level of usage requires additional access licenses for InterSystems Cache at any time, Member will be notified and then billed an additional license fee at OCHIN's then-current cost from Epic for each additional access license required. OCHIN shall notify Member as soon as it is aware of any increase in the cost of licenses. Upon Member's written request OCHIN shall provide proof of any cost increases discussed within this Section 10.2. Initial license fees are not refundable.

   10.3 **Payment.** After receipt of Proper Invoice and in accordance with Exhibit B, Section 36, Member will pay the Initial Payment as described on the Cover Pages.

   10.4 **Adjustments.** The Initial Payment for Member has been determined based on estimates of Member's billable visits as set forth in Exhibit P. During the first quarter of each calendar year, OCHIN will review Member's actual annual billable visits for the prior calendar year. Based on this review, OCHIN will charge Member for any increased level of annual billable visits in excess of purchased access volume at OCHIN's then-standard rates.

## 11. Service Additions and Adjustments.

**11.1 Optional Additional Services.** As requested by Member, OCHIN will provide Member with the optional software and services described in Exhibit Y (Site Support Agreement) in accordance with the terms of the applicable exhibit for an additional fee.

**11.2 Member-Specific Items.** At Member's request and as agreed to through an amendment, OCHIN may agree to procure or provide for Member additional or customized goods or services or access related to the System, including customized workflows. Member will pay OCHIN additional amounts as described in the amendment for obtaining, implementing, and maintaining such goods or services (including any additional maintenance costs for the System generally that are attributable to such goods or services) at OCHIN's then-standard rates.

**11.3 Service Adjustments.** Because OCHIN's agreements with various vendors are subject to change without OCHIN's approval, OCHIN may cancel these agreements if vendors fail to offer terms acceptable to OCHIN. If OCHIN decides to cancel a vendor agreement, OCHIN will provide notice and, if feasible, an alternate solution to Member, but Member may lose access to related software and services and may need to contract directly with the vendor if desired. OCHIN shall not charge Member for software or services associated with a canceled vendor agreement. If funds are returned to OCHIN due to vendor cancelation, then OCHIN shall reimburse Member for any fees Member paid to OCHIN for the associated software or services applicable to Member.

## 12. Per-Visit Access Fees.

**12.1 Payment.** After receipt of Proper Invoice and in accordance with Exhibit B, Section 36, Member will pay Per-Visit Access Fees on a monthly basis. Member will pay OCHIN the Per-Visit Access Fees for each month within 30 days after the end of that month.

**12.2 Adjustment.** The Per-Visit Access Fee may be increased during the term of this contract. The increase shall not occur more than once per year as the OCHIN Board determines necessary to cover actual and anticipated costs. OCHIN shall provide Member ninety (90) days written notice prior to increasing costs. Upon Member's written request OCHIN shall provide proof of any cost increases discussed within this Section 12.2.

## 13. Connectivity.

**13.1 General.** Member is responsible for procuring, maintaining, and paying for a connection from Member's LAN at its Sites to OCHIN's hosting center. Member has chosen to connect to OCHIN's hosting center either through OCHIN's managed, private, multiprotocol label switching service ("MPLS") and has completed and herein integrates by reference Exhibit W. OCHIN highly recommends that Member procure a MPLS connection. However, Member may in the future choose to amend this agreement with thirty (30) days notice to OCHIN and obtain MPLS or an internet service provider ("ISP") to connect to OCHIN's hosting center. If in the future Member chooses to obtain an ISP connection, Member understands and acknowledges that Member may have reduced connectivity and may be assessed additional fees for production use of the internet service. If OCIHN does not continue use of OCHIN's MPLS connection, then Member, and not OCHIN, will be responsible for any connectivity issues.

**13.2 Connectivity Services Provided by OCHIN.**

    **13.2.1** OCHIN will provide Member with an internet backup connection to the System for the price listed on Exhibit P. After receipt of Proper Invoice and in accordance with Exhibit B, Section 36, Member will pay OCHIN by the end of the following month for use of the internet backup connection.

    **13.2.2** At Member's request, OCHIN will assist Member with any connectivity issues at OCHIN's then-current rates. OCHIN will provide Member with an estimate of the number of hours to resolve the issue, which estimate must be approved by Member in writing and approved by the Member's Director before OCHIN begins work. After the service is provided, OCHIN will bill Member based on actual hours expended.

**13.3 Additional Capacity.** If Member substantially increases its visit volume and OCHIN is required to obtain additional bandwidth, Member will pay additional telecommunication facilities charges assessed by OCHIN.

## 14. Compliance.

**14.1 Compliance with Epic Agreement.** Member's use of the System must in all respects comply with the terms and conditions of the Epic Agreement, including, without limitation, covenants relating to limiting access to authorized users, exercising independent professional judgment in providing patient care, and protecting the trade secrets and other

proprietary rights of Epic. Member will not be permitted to copy, reverse engineer, or modify code supplied by Epic, except as permitted by OCHIN and the terms of the Epic Agreement. Member will be required to take certain affirmative steps identified by OCHIN to assure that Member's users comply with the covenants set forth in the Epic Agreement. Additionally, Member's use of the System must comply with the terms of any agreements between Epic and OCHIN that arise out of, amend, or relate to the Epic Agreement. OCHIN will provide a copy of the Epic Agreement to Member upon request.

**14.2 Compliance with Laws and Regulations.** Each party will at all times comply with all applicable laws and regulations, at its sole cost and expense, including, without limitation, all governmental, Medicare, Medicaid, Medi-Cal, California Public Records Act, and whistleblower laws, rules, and regulations governing each party's performance hereunder now in force or which may hereafter be in force with regard to this agreement. Member and OCHIN specifically acknowledge that Member will provide services to beneficiaries of federal and state health care programs, including Medicare, Medicaid, and Medi-Cal and that OCHIN and Member have an obligation to comply with the requirements of such programs. Additionally, OCHIN shall inform any employees in writing, in the predominate native language of the workforce, that they are subject to whistleblower rights and remedies to the extent applicable under 41 USC 4712.

**15. Implementation.**

**15.1 Implementation Project Personnel**. Each party will appoint an individual responsible for overseeing that party's responsibilities for implementation of the System at Member's Sites and acting as primary project liaison (each a "Project Manager") and an additional person responsible for directing such party's activities with respect to the project (each a "Project Director"). OCHIN will also designate one or more representatives to oversee implementation training (the "Training Implementers") and an OCHIN representative to oversee implementation with regards to claims and billing functions (the "Claims/Billing Implementer"). A single person may serve as both a Training Implementer and Claims/Billing Implementer. Member will also designate personnel to (a) oversee and be OCHIN's primary contact for building of claims interfaces and to manage claims formatting and billing issues; (b) act as OCHIN's primary contact person regarding Member's technical systems; (c) coordinate and serve as OCHIN's primary contact regarding optimization of the System; and (d) coordinate and serve as OCHIN's primary contact for training. With

OCHIN's consent (which consent shall not be unreasonably withheld), Member may designate an individual to oversee more than one of the foregoing functions.

**15.2 Implementation Support.** OCHIN will provide the training and support services described in Exhibit S at no additional cost to Member. If Member requests additional training and support services, OCHIN will provide Member a Statement of Work for the additional services, which services will be provided at OCHIN's then-current rates. Member's Director must approve the proposed Statement of Work in writing before OCHIN provides the services.

**15.3 Personnel Continuity**. OCHIN and Member will use reasonable efforts to maintain continuity in their personnel during implementation. Any unavailability of personnel, discontinuity in the project team, or other personnel-related cause will not excuse a party's failure to perform as specified in this agreement.

**15.4 Member Personnel.** Member will allocate sufficient personnel and resources to participate significantly during the initial implementation and on an ongoing basis for subsequent implementations and software upgrades. In the event that OCHIN believes that Member is not fulfilling the responsibilities described in this Section, OCHIN will notify Member in writing and Member will thereafter (a) fulfill its responsibilities by allocating sufficient personnel or resources; (b) fulfill its responsibilities by requesting with Member Director's approval OCHIN's assistance for which OCHIN will bill Member at OCHIN's then-current hourly rates for time spent by OCHIN personnel in performing these functions; or (c) notify OCHIN that it disagrees with OCHIN's assessment that Member is not fulfilling the responsibilities described in this Section and the parties will resort to the dispute resolution procedures set forth in Section 24.

**15.4.1 "Site Specialist" --** Member will designate employees as Member's "Site Specialists." It is recommended that the Site Specialists have a clinical background and expertise in use of the System. Member shall designate sufficient Site Specialists to provide support in the areas of users, the System, and training. Each Site must have a designated Site Specialist.

**15.4.2 "Provider Champion**" -- Member will designate at least one "Provider Champion" for each Site. The Provider Champion is expected to be a highly respected individual within the organization

(preferably a physician or, if a physician is not available, the highest ranking provider possible) and will be the lead advocate for the System at the Site.

**15.4.3 "On-Site Project Manager" --** Member will designate one full time employee (or equivalent) as Member's "On-Site Project Manager" for each Site. The On-Site Project Manager will oversee and be OCHIN's primary contact for Member's implementation and optimization of the System.

**15.4.4** Member may designate a single person to serve in the capacities indicated above for more than one Site with OCHIN's consent, which will not be unreasonably withheld.

16. **Member's Additional Implementation Responsibilities.** Member has the following responsibilities in connection with implementing the System:

   **16.1** Member will adhere to OCHIN's standards and specifications, or Member's own standards and specifications if approved in writing by OCHIN, for desktop equipment (such as cabling, workstations, and printers), related desktop software, and connectivity.

   **16.2** Member will be responsible for any other costs or responsibilities relating to implementation of the System and not specifically assigned to OCHIN in this agreement, including, but not limited to: (a) backfill resources for staff training or practice time during implementation or upgrades, (b) building tables and master files for Member's service area within the System and participating in building shared tables and master files for all service areas, (c) the expenses of any services Member requests directly from Epic, (d) providing a facility conducive to the training of Member's personnel, and (e) staff expenses owing to new roles or responsibilities, such as implementation coordination, coordination liaison, end user training, and direct user support (application and technical).

17. **Acceptance and Go-Live.** Member may not make production use at a Site until each deliverable has been accepted for that Site. Member will be deemed to have accepted each deliverable as provided in Exhibit Z upon Go-Live at each Site.

18. **Member's Ongoing Responsibilities.** Following Go-Live, Member will have the following responsibilities at each Site:

   **18.1 Support Personnel.** Member will designate sufficient personnel at each Site ("Contact Personnel") to provide support services to

Member's users on an ongoing basis. Member must assign at least one of these Contact Personnel to each of the following areas: billing office operations support, site support, front office operations support, report writing, desktop equipment support, and network and telecommunications support. The same individual may be assigned to more than one of these support areas.

   **18.2 OCHIN Help Desk Contacts.** Member will work to ensure that its employees consolidate questions prior to contacting the OCHIN help desk.

   **18.3 Security.** Member will allocate resources within Member's organization and clinics that are sufficient to assure the level of security maintenance required by Section 27 below.

   **18.4 Upgrade Support.** Member will substantially assist in any upgrades and in readying Member's organization for the transition to new releases, including any necessary planning, testing, or training. Member will implement the upgrades and new releases within time frames specified by OCHIN.

   **18.5 Ongoing Table Maintenance and Master Files Updates.** Member will be responsible for the quality and timeliness of updates to the master files required for Member's service area and will contribute to the upkeep of tables and master files across all service areas.

   **18.6 Workgroup Participation.** Member will designate personnel at each Site to serve as one member of each OCHIN workgroup as listed in Exhibit R. The same person may serve as a member of more than one workgroup.

   **18.7 Responsibility for Sites.** Member represents that each Site is directly owned and operated by Member or by an Affiliate of Member as defined in Section 8.1 of Exhibit B. OCHIN will send Proper Invoices for amounts payable under this agreement to Member's address in the Cover Pages and in accordance with Exhibit B, Section 36, but Member will remain primarily responsible for payment and other obligations under this agreement. A breach of this agreement at or by any Site or personnel at or of any Site will constitute a breach of this agreement by Member.

   **18.8 Data Collection and Reporting.** Member will be required to furnish to OCHIN, and OCHIN may disclose, data for financial, operational, and clinical health outcome metrics for formative and summative review and reporting including, but not limited to, Uniform Data System reports for Federally-Qualified Health Centers (FQHCs) and equivalent information for FQHC look-alikes

and other community health centers, accounting of cash and in-kind contributions as required in conjunction with grant and other subsidy programs, and other information as required to manage and report on grants and contracts.

19. **Data Conversion.** OCHIN will convert demographic data at no cost using OCHIN's then-standard fields. If Member chooses to convert either financial data or a large amount of historical data so that additional hardware must be acquired as part of the Technical Infrastructure, Member will pay the cost of the additional hardware and any related goods or services. The amount of data converted is at Member's discretion; provided, however, that OCHIN may require conversion of any data that OCHIN determines is reasonably necessary to assure that Member's use of the System will not be disruptive to other users.

20. **Ownership.**

    20.1 **Ownership of the System.** Epic and other third-party vendors will retain ownership of any application source code or associated written materials used in the System. OCHIN will maintain complete ownership of the Technical Infrastructure hardware, with the exception of telecommunications facilities owned by third parties.

    20.2 **Ownership of Patient Information.** Member will retain ownership of Member's patient information. Notwithstanding the foregoing, in order to facilitate continuity of health care and quality assessment activities, the System will utilize a master patient index ("MPI") permitting aggregation of each patient's data in a central patient record accessible by authorized users of the System. As part of this agreement, Member agrees to certain terms relating to the establishment of an organized health care arrangement in accordance with state and federal law (the "OHCA Terms") attached as Exhibit H to this agreement. Member agrees that continued compliance with the OHCA Terms is a condition to continued access to the System and a material obligation of Member under this agreement.

    20.3 **HIPAA.** In performing their obligations under this agreement, Member and OCHIN will comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and regulations promulgated thereunder (collectively, "HIPAA"). Without limiting the generality of the foregoing, Member and OCHIN agree to comply with the HIPAA compliance terms set forth in Exhibit D to this agreement and the OHCA Terms.

    20.4 **Funding Sources.** Member will not satisfy any financial obligations incurred in connection with this agreement through use of funds obtained from state or federal governmental entities that give such entities an interest in the System or related property.

21. **Warranties.**

    21.1 **General.** OCHIN warrants to Member that the software modules described in Exhibit A will be free from Substantive Program Errors to the extent those modules are so warranted by Epic in Section 8 of the Epic Agreement. As used in this Section 21, "Substantive Program Error" has the same meaning ascribed to that term in the Epic Agreement.

    21.2 **Third Party Vendors.** As to any software module listed in Exhibit A that is provided through a third party other than Epic, OCHIN makes the same warranty to Member that the third party makes to OCHIN with respect to the module. Except for the warrant provisions as stated in the preceding sentence, the terms of this Agreement control over the terms of a third party agreement should they be in conflict.

    21.3 **Customized Code.** Any customized code that is added to or modifies the software modules listed in Exhibit A is warranted to be free from Substantive Program Errors only on condition, and to the extent, that the customized code is warranted by Epic under Section 8(d) of the Epic Agreement.

    21.4 **Notice, Cure, and Response Time.** Any claim under the warranty set forth in this Section 21 will be subject to the notice requirements, cure periods, and response time expectations set forth in Sections 8(a) through 8(c) of the Epic Agreement; provided, however, that (a) notice of any warranty claim under this agreement shall be made to OCHIN rather than Epic, and (b) the Substantive Program Error may be remedied by either OCHIN or Epic. Although OCHIN or Epic may remedy the Substantive Program Error, should a disagreement arise between OCHIN and Epic as to which entity is responsible to correct the Substantive Program Error, OCHIN agrees that to the extent it can remedy the Substantive Program Error within its abilities in the Epic agreement, it has ultimate and final responsibility to remedy the Substantive Program Error under this agreement.

    21.5 **Software Performance Expectations.** OCHIN also warrants that the System will meet the performance expectations set forth in Exhibit 10 to the Epic Agreement to the same extent that, and under the same conditions under which, Epic has provided such warranties to OCHIN. Member will cooperate in making all reasonable software configuration changes required by Epic pursuant to Exhibit 10 of the Epic Agreement

and will pay its proportionate share of any deductible required under that exhibit.

**21.6 Right to Sublicense.** OCHIN warrants that it has the right from Epic and any other third parties, including but not limited to the third party contracts listed in Exhibit N to grant the license provided to Member under this Agreement.

**21.7 Disclaimer.** THE ABOVE EXPRESS LIMITED WARRANTIES ARE EXCLUSIVE AND ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND ANY IMPLIED WARRANTY AGAINST INTERFERENCE WITH MEMBER'S ENJOYMENT OF THE SYSTEM OR AGAINST INFRINGEMENT. Member acknowledges that no employee of Epic or OCHIN, or any other party, is authorized to make any representation or warranty beyond that stated in this agreement.

## 22. Indemnification.

**22.1 By Member.** Member will indemnify, defend, and hold harmless OCHIN and its officers, directors, employees, and agents from and against all Claims arising from the System and incurred as a result of (a) any third-party Claim (including, without limitation, regulatory investigations or proceedings) to the extent attributable and proportionate to the negligence or intentional misconduct of Member or its officers, directors, employees, agents, or Affiliates, (b) breach of this agreement by Member or its officers, directors, employees, agents, or Affiliates, or (c) any Claim under the third party contracts related to this agreement, including, without limitation, the contracts listed on Exhibit N to this agreement, and attributable to conduct of Member or its officers, directors, employees, agents, or Affiliates The indemnification obligation set forth in this Section 22.1 does not apply in the event that (a) Member has used the System in accordance with all "Documentation" as that term is defined in the Epic License Agreement, (b) Member has satisfied each of the "Customer Responsibilities" specified in Section 10 of the Epic License Agreement, and (c) the proximate and direct cause of the event giving rise to the Claim for indemnification is Epic's or OCHIN's sole negligence.

**22.2 By OCHIN.** OCHIN will indemnify, defend, and hold harmless Member and its officers, directors, employees, and agents from and against all Claims arising from the System and incurred as a result of (a) any third-party Claim (including, without limitation, regulatory investigations or proceedings) to the extent attributable to the negligence or

intentional misconduct of OCHIN or its officers, directors, employees, or agents or (b) third party Claims relating to infringement of U.S. patent, copyright, or trade secret laws to the extent covered by Epic's indemnification obligations under the Epic Agreement.

**22.3 Indemnification Procedures.** Any party seeking indemnification under this Section 22 must promptly notify the indemnifying party of the Claim for which indemnification is sought and provide the indemnifying party with the information reasonably required for the defense of that Claim. The party seeking indemnification shall grant the indemnifying party exclusive control over defense and settlement of the Claim.

**22.4 Patents and Copyright Indemnity.** Notwithstanding Sections 22.1 and 22.2, upon request by Member, and through counsel approved by Member, OCHIN shall defend or settle at Member's option and at the expense of OCHIN any action brought against Member alleging that any Software furnished by OCHIN under this Agreement infringes a United States patent, copyright, or other intellectual property right in existence as of the Effective Date. Notwithstanding all other limitation of liability clauses in this agreement, OCHIN will pay any costs or damages finally awarded against Member that are attributable to such a claim, provided that Member (a) notifies OCHIN promptly in writing of the action; and (b) provides OCHIN all reasonable information and assistance to settle or defend the action. If an infringement claim is asserted against Member's use of any Software, or if OCHIN believes such a claim is likely to be asserted, OCHIN may at its option and expense: (a) replace or modify the Software so that it becomes non-infringing; or (b) procure for Member the right to continue using the Software. If neither of the foregoing alternatives is reasonably available, OCHIN may require return of the Software and refund to Member any applicable fee.

**22.5 Claims.** For purposes of this Section 22, "Claims" include, without limitation, all claims, demands, actions, liabilities, losses, fines, damages, and expenses, including, without limitation, settlement costs and reasonable attorneys' fees at or before trial and on appeal or petition for review.

**22.6** Without limiting OCHIN's indemnification, OCHIN shall maintain or cause to maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit AA. It is the responsibility of OCHIN to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms, and other insurance

requirements specified in Exhibit AA. It is understood and agreed that Member shall not pay any sum to OCHIN under this Agreement unless and until Member is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in the Agreement may be grounds for material breach of the Agreement.

23. **Responsibility for Use.**

    23.1 **Customer Responsible.** Certain components of the System allow Member to maintain patient medical records in a computerized, digital format. The System is intended to assist with the accuracy of, and improve accessibility to, medical records. The System, however, does not determine the content of medical records. As with manually kept records, records kept using the System may contain errors, whether resulting from incorrect recording of information, software errors, or other causes. Member and authorized users are solely responsible for ensuring that errors that may occur in medical records kept using the System are detected and corrected, and that patient care is not compromised on account of such errors.

    23.2 **Professional Judgment.** Physicians and other Permitted Users should use the system as a resource in the exercise of professional medical judgment, not as a substitute for that judgment. Member acknowledges that neither OCHIN nor Epic practice medicine.

    23.3 **Medical Care.** Member and Permitted Users are solely responsible for any medical diagnosis, treatment, and advice rendered with the assistance of the System.

24. **Dispute Resolution.** Prior to initiating any and all litigation the Parties agree to non-binding dispute resolution as described in this Section 24. Disputes initiated by either Member or OCHIN that arise out of Member's use of the System or the terms of this agreement will be resolved through the following procedures:

    24.1 The complaining party will send a written notice to the other party describing the basis of the dispute and stating that the complaining party is initiating the dispute resolution procedures of this Section 24.

    24.2 The party receiving the notice will be required to respond in writing or by telephone within 15 working days of receipt. Any party failing to respond within this time frame will be responsible for the full cost of any resulting arbitration proceeding.

    24.3 Both parties will be required to meet and negotiate within twenty (20) working days of the date on which the initial notice of the

dispute was received. Any party failing to attend this negotiation proceeding (and receiving adequate notice of the proceeding) will be solely responsible for any and all fees and costs of the arbitral tribunal that is convened in any resulting arbitration proceeding unless both parties fail to attend in which case the fees and costs of the arbitral tribunal will not be affected. Items that remain unresolved after negotiation become elements of a bona fide dispute.

    24.4 Either Party may request mediation of a bona fide dispute. However, in no event shall either Party be precluded from pursuing all other available legal remedies. Pending resolution of the dispute, the Parties shall continue to perform under this Agreement.

25. **LIMITATION OF LIABILITY.** EACH PARTY WILL BE LIABLE TO THE OTHER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS UNDER SECTION 22 (excluding Section 22.4), ONLY TO THE EXTENT THAT THE PARTY'S INSURANCE CARRIER PROVIDES COVERAGE FOR SUCH CLAIMS. EACH PARTY WILL PROVIDE CERTIFICATES OF INSURANCE EVIDENCING ITS THEN-CURRENT COVERAGE TO THE OTHER UPON REQUEST. NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES RESULTING FROM OR IN ANY WAY RELATED TO USE OF THE SYSTEM, INCLUDING CLAIMS BASED ON THE INTENTIONAL OR GROSS NEGLIGENCE OF EPIC, OCHIN, MEMBER OR OTHER THIRD-PARTY VENDORS. NEITHE RPARTY WILL BE RESPONSIBLE FOR ERRORS OR DAMAGES CAUSED BY OR RESULTING FROM INPUT ERRORS, CHANGES BY MEMBER TO ANY SOFTWARE PROVIDED BY OCHIN, OR COMBINATIONS OF SOFTWARE PROVIDED BY OCHIN WITH OTHER SOFTWARE.

26. **Termination.**

    26.1 **For Default.** Either party may terminate this agreement if the other party defaults in the performance of its material obligations and does not cure the default within thirty (30) days after notice describing the default. In addition, either party may terminate this agreement if the other party defaults in the performance of the same or substantially the same material obligation more than two times in any 12-month period, regardless of whether the defaults are cured. In addition and without limiting the foregoing, OCHIN may terminate this agreement in the event a default is material with respect to that Site's use of the System or that Site's obligations under this agreement, even if the default would not be considered material in relation to Member's total use of the System or obligations under this agreement. The date of termination shall be the date the notice is

received by either Party, unless the notice directs otherwise.

**26.2 By Member for Convenience.** Member may terminate this agreement on 6 months' written notice. Member will be responsible for funding any services or expenses incurred by OCHIN directly or indirectly as a result of activities related to Member's exit, including expenses related to facilitating the removal of the System, guaranteeing the privacy and security of System data, and converting System data to a new format.

**26.3 By OCHIN for Convenience.** OCHIN may terminate this agreement on 24 months' notice to Member upon determination by the OCHIN Board. OCHIN will be responsible for funding any services or expenses incurred by OCHIN directly or indirectly as a result of activities related to OCHIN's exit, including expenses related to facilitating the removal of the System, guaranteeing the privacy and security of System data, and converting System data to a new format.

**26.4 For Nonappropriation of Funds.** Notwithstanding any other provision of this agreement, in the event that no funds are appropriated or budgeted by federal, state or Member governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this agreement, then Member will notify OCHIN of such occurrence and Member may terminate or suspend this agreement in whole or in part, with prior written notice. Subsequent to termination of this agreement under this provision, Member shall have no obligation to make payments with regard to the remainder of the term exclusive of amounts incurred prior to written notice being received by OCHIN..

**26.5 Transition Services.** Upon the expiration or termination of this Agreement for any reason, OCHIN shall provide the services described below (the "Transition Services") for up to Twelve (12) months if requested by MEMBER (the "Transition Period"). Transition Services shall consist of the following to the extent requested in writing by MEMBER: (a) continuing to provide the Services required under this Agreement as of the date of termination (including applicable service levels and disaster recovery services), or such subset of such Services as MEMBER may direct; and (b) providing all reasonable cooperation to MEMBER, its contractors in order for MEMBER to transition its data to a successor system, including: (i) working in good faith to provide all data in a standardized format and structure that is then generally accepted in the health IT industry or is otherwise acceptable to the MEMBER; or (ii) assisting with the conversion of such data for use in a new EHR. The parties shall negotiate reasonably

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and in good faith to agree on details of the Transition Services including the deadline for completion of data conversion services and costs associated with OCHIN providing transition services.

**26.6 Contract Expiration,** OCHIN shall deliver to Member all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by OCHIN in performing this Agreement, whether completed or in process, except such items as Member may, by written permission, permit OCHIN to retain. Notwithstanding any other payment provision of this agreement, Member shall pay OCHIN for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall OCHIN be paid an amount in excess of the full price under this agreement nor for profit on unperformed portions of service. OCHIN shall furnish to Member such financial information as in the judgment of Member is necessary to determine the reasonable value of the services rendered by OCHIN. In the event of a dispute as to the reasonable value of the services rendered by OCHIN, the decision of Member shall be final. The foregoing is cumulative and shall not affect any right or remedy which Member may have in law or equity.

**27. System and Data Security.**

**27.1 Disclosure of Patient Information.** OCHIN will not disclose Member's patient information except (a) to administer and manage the business of OCHIN, including administration of the System, (b) to satisfy applicable legal requirements, (c) to comply with the terms of the Epic Agreement (including making "de-identified" patient data, which is cleansed of all patient-identifying information under the HIPAA Regulations set forth at 45 CFR § 164.574, available to Epic for use in connection with its EpicData service), (d) to participate in a state-wide data warehouse in each state where a Site is located, that will contain aggregated and de-identified patient data, (e) in accordance with Exhibit D (HIPAA Compliance Terms), (f) in accordance with Exhibit H (Organized Health Care Arrangement Terms), or (g) in accordance with Exhibit T (Additional Uses and Disclosures).

**27.2 Security Provided by OCHIN.** OCHIN (through a third party) will host data servers and other mechanisms that will store, protect, and provide controlled access to Member's patient information. This environment will be physically secure and provide the appropriate technical security measures required for such sensitive information and required by law, including

current HIPAA regulations. OCHIN will make best efforts to comply with future HIPAA regulations concerning data security.

27.3 **Security Provided by Member.** Because Member is subject to HIPAA, Member is also independently responsible for protecting the privacy and security of PHI (as defined in Exhibit D) contained within the System. To satisfy this responsibility, Member must establish, within the appropriate time frame, any privacy and security policies or procedures that are necessary to ensure that Member's operations satisfy the requirements of HIPAA. Member will ensure that Member's policies and procedures regarding access to patient information stored in the System respect the privacy and confidentiality rights of patients and maintain the integrity of the overall System. These policies and procedures should include, but are not limited to, maintaining current user lists, limiting user access, and managing typical network security processes (such as passwords). Further, Member agrees to implement policies and procedures consistent with any security standards or guidelines approved by the OHCA Participants as defined in Exhibit H.

27.4 **Additional Member Security Responsibilities.** In addition to any other security responsibilities of Member under this agreement, OCHIN will enable Member to set security authorities for Member and its personnel with respect to the System, subject to limitation by OCHIN. Member is not permitted to give more than two individuals the right to set those security authorities. Member is responsible for ensuring that all actions taken by such individuals are in compliance with the Epic Agreement and applicable laws and regulations.

28. **Meaningful Use.** OCHIN will use commercially reasonable efforts to ensure that the EMR software provided to Member is "Certified EHR Technology" as that term is defined at 45 C.F.R. § 170.102 as of the date of this agreement. Member acknowledges that whether Member is a "Meaningful EHR user" as that term is defined at 42 C.F.R. § 495.4 ultimately depends on how and the extent to which Member makes use of the EMR software and other factors beyond the control of OCHIN.

29. **Assignment.** OCHIN may assign this agreement to any successor organization that acquires substantially all the assets of OCHIN. Neither Member nor OCHIN may otherwise assign any rights or obligations under this agreement without the other party's written consent. This agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

30. **Notices.** Notices and other written communications under this agreement shall be

deemed effectively given when delivered in person or by email, four days after being deposited for delivery by certified mail, return receipt requested, or one business day after being deposited for delivery by overnight courier, addressed as stated on the Cover Pages. The original of any notice sent by fax or email shall be sent promptly by certified mail or overnight courier to the recipient. Either party may change the address at which it receives notices by giving notice of the change to the other party.

31. **Governing Law and Jurisdiction.** This agreement shall be governed by California law without regard to conflicts of law principles. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

32. **Force Majeure.** Neither party shall be held responsible because of any delay in performance or noncompliance with any provisions of this agreement that results from an unforeseeable act, event, or omission beyond its reasonable control and without its fault or negligence, including but not limited to, negotiation deadlock, strikes, walkouts, civil commotion, riots, wars, fires, explosions, floods, earthquakes, embargoes, or acts of civil or military authorities.

33. **Payment; Late Fees.** Unless otherwise provided in this agreement, consistent with this Agreement and the internal operating procedures of Member, payment is due 30 days after invoice date. Member shall have 30 days to cure prior to default. Accordingly, 60 days past the invoice due date interest will accrue at a rate of 3 percent per annum from the invoice due date.

34. **Severability.** If any provision of this agreement is held invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (a) the affected provision shall remain in full force and effect in all other jurisdictions and (b) all other provisions shall remain in full force and effect.

35. **Amendment.** Any amendment to this agreement must be in writing and signed by both parties. Amendments may be made in the form of new or amended exhibits or statements of work to this agreement, in each case executed by both parties.

36. **Compensation of OCHIN.** In full consideration for OCHIN's services, OCHIN shall be paid for performance under this agreement in accordance with the terms of Exhibit P attached hereto and incorporated herein by reference. Billing shall be made by Proper Invoice, which shall include the contract number assigned by Member and which is delivered to the address in the Cover Pages following completion of the increments identified in the Cover Pages and in Exhibit P. Unless otherwise specified on Exhibit P, payment shall be net thirty (30) days from presentation of Proper Invoice.

37. **Independent Contractor**. It is mutually understood and agreed that OCIHN (including any and all of its officers, agents, and employees), shall perform all of its services under this agreement as an independent contractor as to Member and not as an officer, agent, servant, employee, joint venturer, partner, or associate of Member. Furthermore, Member shall have no right to control, supervise, or direct the manner or method by which OCHIN shall perform its work and function. However, Member shall retain the right to administer this agreement so as to verify that OCHIN is performing its obligations in accordance with the terms and conditions hereof. OCHIN understands and acknowledges that it shall not be entitled to any of the benefits of a Member employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. OCHIN shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, OCHIN shall be solely responsible and save Member harmless from all matters relating to payment of OCHIN's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this agreement, OCHIN may be providing services to others unrelated to the Member or to this agreement.

38. **Standard of Performance.** OCHIN represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this agreement. Accordingly, OCHIN shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which OCHIN is engaged. All products of whatsoever nature, which OCHIN delivers to Member pursuant to this agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in OCHIN's profession. OCHIN shall correct or revise any errors or omissions, at Member's request without additional compensation. Permits and/or licenses shall be obtained and maintained by OCHIN without additional compensation.

39. **Debarment and Suspension.** OCHIN certifies to Member that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. OCHIN certifies that it shall not contract with a subcontractor that is so debarred or suspended.

40. **Taxes.** OCHIN shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this agreement and shall make any and all payroll deductions required by law. Member shall not be responsible for paying any taxes on OCHIN's behalf, and should Member be required to do so by state, federal, or local taxing agencies, OCHIN agrees to promptly reimburse Member for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

41. **Conflict of Interest.** OCHIN covenants that OCHIN presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. OCHIN further covenants that in the performance of this agreement, no person having any such interest shall be employed by OCHIN. OCHIN must promptly disclose to Member, in writing, any potential conflict of interest. Member retains the right to waive a conflict of interest disclosed by OCHIN if Member determines it to be immaterial, and such waiver is only effective if provided by Member to OCHIN in writing.

42. **No Publicity or Endorsement.** OCHIN shall not use MEMBER's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. OCHIN shall not use Member's name or logo in any manner that would give the appearance that the Member is endorsing OCHIN. OCHIN shall not in any way contract on behalf of or in the name of Member. OCHIN shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Member or its projects, without obtaining the prior written approval of Member.

43. **Member Property and Information.** All of Member's property, documents, and information provided for OCHIN's use in connection with the services shall remain Member's property, and OCHIN shall return any such items whenever requested by Member and whenever required according to the Termination section of this agreement. OCHIN may use such items only in connection with providing the services. OCHIN shall not disseminate any Member property, documents, or information without Member's prior written consent.

44. **Records, Audit, and Review.** OCHIN shall keep such business records pursuant to this agreement as would be kept by a reasonably prudent practitioner of OCHIN's profession and shall maintain such records for at least four (4) years following the termination of this agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. Member shall have the right to audit and review all such documents and records at any time during OCHIN's regular business hours or upon reasonable notice. In addition, if this agreement exceeds ten thousand dollars ($10,000.00), OCHIN shall be subject to the examination and audit of the California State Auditor, at the request of the Member or as part of any audit of the Member, for a period of three (3) years after final payment under the agreement (Cal. Govt. Code

Section 8546.7). OCHIN shall participate in any audits and reviews, whether by Member or the State, at no charge to Member.

If federal, state or Member audit exceptions are made relating to this agreement, OCHIN shall reimburse all costs incurred by federal, state, and/or Member governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from Member, OCHIN shall reimburse the amount of the audit exceptions and any other related costs directly to Member as specified by Member in the notification.

45. **Nondiscrimination.** Member hereby notifies OCHIN that Member's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and OCHIN agrees to comply with said ordinance.

46. **Nonexclusive Agreement.** OCHIN understands that this is not an exclusive agreement and that Member shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by OCHIN as the Member desires.

47. **Section Headings.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

48. **No Waiver Of Default.** No delay or omission of Member to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this agreement to Member shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of Member.

49. **Entire Agreement And Amendment.** In conjunction with the matters considered herein, this agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this agreement and by no other means. Each party waives their future right to claim, contest or assert that this agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

50. **Execution Of Counterparts.** This agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

51. **Authority.** All signatories and parties to this agreement warrant and represent that they have the power and authority to enter into this agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this agreement have been fully complied with. Furthermore, by entering into this agreement, OCHIN hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which OCHIN is obligated, which breach would have a material effect hereon.

52. **Survival.** All provisions of this agreement which by their nature are intended to survive the termination or expiration of this agreement shall survive such termination or expiration.

53. **Precedence.** In the event of conflict between the provisions contained in this Agreement the order of precedence shall be first the Cover Pages, second, Exhibit B, third, Exhibit D.

54. **Immaterial Changes.** Where there is delegation of authority to the Public Health Director, OCHIN and Member agree that immaterial changes to this Agreement such as clerical adjustments and mutually agreeable changes that will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Health Director, or designee in writing, and will not constitute an amendment to the Agreement.

**Exhibit C**
**Technical Support Terms and Conditions**

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

1. **General.** This exhibit describes the technical support that OCHIN will provide to Member in connection with Member's use of the System. Additional support will be provided as agreed to by both parties amending this agreement in accordance with Exhibit B Section 49.

2. **Charges.** The Per-Visit Access Fees paid by Member cover normal support provided by or through OCHIN, including the Technical Infrastructure support, implementation support, ongoing support, vendor management services, and standard training described below. Member will be billed additional amounts for:

   2.1 Any support services requested by Member directly from Epic or provided directly by Epic to Member unless the expenses for such services are covered by the warranties or Maintenance Program provided under the Epic Agreement.

   2.2 Any direct costs assessed to OCHIN by third parties related to implementation or support services requested by Member that OCHIN cannot provide through its own personnel.

   2.3 Any additional training described in Section 8 below.

   2.4 Significant assistance provided by OCHIN help desk personnel outside normal help desk hours.

   2.5 Travel expenses of OCHIN incurred in connection with implementation support services, as described in Section 11 below.

3. **Technical Infrastructure Support.** OCHIN will maintain and make reasonably available a team of trained personnel to provide support services to Member and Member's personnel in connection with the Technical Infrastructure. These services will include database operations and maintenance, operating environment maintenance, data center operations to maintain the data center hardware and related equipment in a safe and secure environment, and disaster recovery operations for backup and restoration.

4. **Implementation Support.** OCHIN will provide implementation support services to facilitate conversion of Member's Site to the Epic platform. These services include:

   4.1 Project planning, management, and coordination.

   4.2 Basic generic analysis and development of operation procedures and work flows.

   4.3 Application configuration.

   4.4 Electronic table loads and updates.

   4.5 Setup of the OCHIN network and telecommunications equipment included in the Technical Infrastructure.

   4.6 Providing standard configuration information and requested consultation for workstations and printers.

   4.7 Security setup within application and technical environment that complies with 45 CFR § 164 Subpart C-Security Standards for the Protection of Electronic Protected health Information requirements.

   4.8 Support during Go-Live to supplement Member's support resources during this period.

5. **Ongoing Support.** After Go-Live, OCHIN will arrange for provision of the following support services, which may be provided in person or by telephone, email, modem, or other form of remote communication or access:

   5.1 **Help Desk.** OCHIN will provide assistance to Member's Contact Personnel designated to request support from OCHIN, by making support representatives reasonably available at the OCHIN help desk in the event Member's Contact Personnel are unable to resolve a software problem. This support service will be available according to the following schedule:

   **Monday through Friday**

   | Normal help desk hours | On call |
   |---|---|
   | 8:00 a.m. – 5:00 p.m. | 5:00 p.m. – 8:00 a.m. |

   **Saturday**

   | On call |
   |---|

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<div style="border:1px solid black; display:inline-block; padding:4px;">

7:00 a.m. – 7:00 p.m.

</div>

(All times are Pacific Time)

If Member makes a service request outside of normal help desk hours or requires that help desk hours be extended on a regular basis, Member will be billed at OCHIN's then-standard rate for such services. Outside of normal help desk hours, Member should contact the help desk through OCHIN's work order management system, or by phone to the help desk number in case of an emergency.

**5.2 Response Times.** OCHIN will make reasonable efforts to meet the response time expectations described in Exhibit M, provided that Member has complied with the procedures and fulfilled its support obligations described in Exhibit M and this exhibit.

**5.3 Upgrades.** OCHIN will make reasonable efforts to incorporate the most recent major version of the application environment software within 24 months of Epic's stabilized release of that version. OCHIN will also conduct software testing for upgrades and new releases in conjunction with Member's representatives before the release is put in productive use.

**6. Vendor Management; Outsourcing.** OCHIN will manage the Epic Agreement and will facilitate and coordinate Member's requests for direct services and support from Epic, to the extent Member is entitled to any such direct services and support under the terms of the Epic Agreement. OCHIN may outsource its service and support obligations under this agreement and will manage third party outsourcing contracts as well. OCHIN will require that outsource vendors comply with the terms of this Agreement.

**7. Standard Training.** OCHIN will provide training in the following areas ("Standard Training"): (a) patient registration; (b) scheduling; (c) billing (d) claims processing; () reporting-database model; and (f) manager's reporting. Training for reporting-database model and manager's reporting will be conducted at OCHIN. Other training will be provided at Site's facility or through online learning modules or webinars. Charges for Standard Training are included in the Per-Visit Access Fees. Training will be in a variety of forms including providing LMS (on-line, module) training, provided materials to read, in-person training, and remote, person-led training. A large component of training will be provided via the LMS for which requires the staff to self-manage their learning track and for which is required to be completed prior to in-person training.

**8. Additional Training.** If OCHIN provides training other than the standard training described in Section 7 above, including customized workflow training, Member will be charged at OCHIN's then-current rates for the training (or at the applicable fee for any class in which such training is provided

**9. Quality Improvement/Optimization Support.** OCHIN will provide copies of existing standard recommended workflows and will review key workflows with the clinic's implementation team. These key workflows include basic office visit, lab, registration, scheduling, and billing. Once the Member is live on the system for 6 to 12 months, OCHIN will provide up to 80 hours of quality improvement services, which is included in the pricing (Exhibit P).

**10. Additional Quality Improvement.** If the parties mutually agree in writing, OCHIN will provide additional quality improvement; it will be available at standard rates. Examples of additional activities could include additional workflow customization and customization of data analytics, and/or additional Quality Improvement services beyond what is described in paragraph 9 of this section.

**11. Travel Expenses.** OCHIN has received, understands and hereby agrees to abide by County's travel policy. If OCHIN personnel must travel in connection with this agreement, Member will pay OCHIN for travel expenses in accordance with County's travel policy.

**12. Availability of Member Personnel for Training.** Training will be provided per the attached, agreed upon training plan (Exhibit S).

**13. Implementation Training Materials.** OCHIN will provide Member with standardized implementation training materials at OCHIN's cost. Member can request customized materials to be prepared at rates agreed to by OCHIN and approved by PHD Director.

**14. Provider Workload.** Member must be prepared to decrease temporarily the patient load of its clinical providers in amounts necessary to facilitate safe and effective implementation of the System.

**15. Upgrade Training.** Training for upgrades to the System will be provided by Member's site specialist. Member can request upgrade training directly by OCHIN at rates agreed to by OCHIN and approved by the PHD Director.

**16. Ongoing On-Site Support.** OCHIN will provide one full time employee for on-site support for five business days ninety (90) days after Go-Live and again at one hundred twenty days (120) post Go-Live for optimization support. Standard on-site support consists of OCHIN making available to Member its project manager, clinical support, and front desk support. Additional ongoing support may be

required, and would be provided on terms and costs mutually agreed to by OCHIN and Member and approved by PHD Director.

**Exhibit D**
**Business Associate Agreement**

*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 set forth the terms and conditions of OCHIN's ("Business Associate") uses and disclosures of Member's ("Covered Entity") "Protected Health Information," which includes "Limited Data Sets" (as defined in Section 2.1 of this Exhibit). It is the intent of OCHIN and Member that this Exhibit will meet the requirements of 45 CFR § 164.504(e) and 45 CFR § 164.514(e) of the privacy regulations and 45 CFR § 164.314(a) of the security regulations promulgated by the U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and all regulations issued under the Health Information Technology for Economic and Clinical Health Act ("HITECH") (collectively the "HIPAA Regulations").

2. **Use and Disclosure of PHI.**

   2.1 **Definitions.** For purposes of this Exhibit, the term "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted or maintained in any form or medium. "Individually Identifiable Health Information" is information, including demographic information, that: (a) relates to (i) the past, present, or future physical or mental health or condition of an individual person, (ii) the provision of health care to an individual person, or (iii) the past, present, or future payment for the provision of health care to an individual person; and (b) identifies that person (or with respect to which there is a reasonable basis to believe the information can be used to identify the person). "PHI" includes "Limited Data Sets," which means PHI that excludes the identifiers as defined by 45 C.F.R. 164.514(e). "Electronic Protected Health Information" (EPHI) means the subset of PHI that is transmitted or maintained by electronic media. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations of an information system. Terms used by but not otherwise defined in this Exhibit shall have the same meaning as those in 45 CFR Parts 160, 162, and 164.

   2.2 **Security and Confidentiality.** If Member discloses any PHI to OCHIN, or if OCHIN creates or receives any PHI on behalf of Member, OCHIN will maintain the security and confidentiality of such PHI in OCHIN's possession as is required by the HIPAA Regulations.

   2.3 **Use and Disclosure.** OCHIN may use and disclose PHI in a manner consistent with Member's permitted uses and disclosures of PHI as a covered entity under HIPAA and OCHIN's policies. OCHIN shall not disclose PHI other than as permitted by this Exhibit, the Master System Agreement between Member and OCHIN ("Agreement"), or as otherwise permitted or required by law.

   2.4 **Permitted Disclosures.** Business Associate shall not disclose Protected Information except for the purpose of performing Business Associate's obligations under the Agreement and as permitted under the Agreement and this BAA. Business Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by Covered Entity. However, Business Associate may disclose Protected Information (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. If Business Associate discloses Protected Information to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the Protected Information, to the extent the third party has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

   2.5 **Prohibited Uses and Disclosures.** Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement, the BAA, or the HIPAA Regulations.

**2.6** **Responses to Third Party Requests.** As required by OCHIN's policies, OCHIN will provide Member with notification of any third party requests for Member's PHI that are otherwise permitted or required by law. Member's failure to object to OCHIN's processing of PHI consistent with any such lawful requests constitutes Member's consent to the uses or disclosures of PHI contained within any such request. OCHIN may charge Member reasonable fees for responding to third party PHI disclosure requests; subject to the mutual agreement of the parties.

**3.** **Data Use**

**3.1 Data Aggregation.** Exhibit B permits OCHIN to use PHI for certain Data Aggregation services relating to Member's health care operations, including a state-wide data warehouse and the Epic Data Service. "Data Aggregation" means, with respect to PHI disclosed to OCHIN, combining such PHI with PHI received by OCHIN in its capacity as a business associate of another entity covered by the HIPAA Regulations to permit data analyses that relate to the health care operations of the respective covered entities.

**3.2 Use of Electronic Health Information Exchanges.** Member wishes to use and disclose PHI as authorized under HIPAA through the use of electronic health information exchanges ("HIE"). Member has requested that OCHIN facilitate the electronic exchange and disclosure of PHI related to Member's patients by transmitting data through HIEs on Member's behalf. Member authorizes OCHIN to disclose PHI related to Member's patients through HIEs as may be requested and directed by Member. Member authorizes OCHIN to manage Member's requests for, and disclosures of, PHI from and to the other participants in HIEs. Member represents and warrants that all consents required under HIPAA for the transmission of PHI through an HIE shall have been obtained by Member and that the transmissions and disclosures requested by Member will be in furtherance of and in compliance with Member's permitted uses and disclosures of PHI as a covered entity under HIPAA. Member will indemnify, defend, and hold harmless OCHIN and its officers, directors, employees, and agents from and against all Claims arising from any improper use or disclosure of PHI and incurred as a result of Member's request or directive to use or disclose PHI through an HIE. This indemnification obligation will be in addition to all other indemnification obligations provided for in the Agreement.

**4.** **Other Obligations.**

**4.1** **Safeguards.** OCHIN will use appropriate safeguards to prevent use or disclosure of PHI otherwise than as permitted by this Exhibit. Where applicable, OCHIN will comply with 45 C.F.R. § 164, Subpart C, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that OCHIN creates, receives, maintains, or transmits on behalf of Member.

**4.2** **Reports.** OCHIN will report to Member any use or disclosure of PHI by OCHIN or its Workforce not provided for by this Exhibit of which OCHIN becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410. In addition, OCHIN shall report to Member any Security Incident of which OCHIN becomes aware in a reasonable time and manner considering the nature of the Security Incident and the information to be reported.

**4.3** **Agents and Subcontractors.** OCHIN will ensure that any agents and subcontractors that create, maintain, or transmit PHI on behalf of OCHIN agree to the same restrictions and conditions that apply to OCHIN with respect to such PHI.

**4.4** **Availability.** OCHIN shall make PHI in its possession available to the individual who is the subject of the PHI as required by the HIPAA Regulations.

**4.5** **Amendment.** OCHIN shall make available PHI in its possession for amendment of the PHI by the person identified in the PHI and incorporate any such amendments in accordance with the HIPAA Regulations.

**4.6** **Member.** If OCHIN has PHI in a designated record set, OCHIN will provide Member, upon Member's reasonable request, access for inspection of OCHIN's books, records, policies, practices, and procedures concerning the use and disclosure of PHI for purposes of assisting Member with its obligations for record keeping and compliance with complaint investigations and compliance reviews as required by the HIPAA Regulations.

**4.7** **Mitigation.** OCHIN agrees to mitigate, to the extent practicable, any harmful effect that is known to OCHIN of a use of PHI by OCHIN in violation of the terms of this Exhibit D.

**4.8     Member's Obligations.**  To the extent that OCHIN carries out Member's obligations under the HIPAA Regulations, OCHIN shall comply with the requirements of the HIPAA Regulations that apply to the Member in the performance of such obligations.

5.     **Accounting of Disclosures.**  Although OCHIN does not anticipate making disclosures other than for the purposes of the Agreement and this Exhibit, OCHIN will maintain a record of all disclosures of PHI made otherwise than for the purposes of the Agreement, including the date of the disclosure, the name and address (if known) of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure as necessary to permit Member to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR § 164.528.  OCHIN will make such record available to Member on request.

6.     **Disclosure to U.S. Department of Health and Human Services.**  OCHIN will make its internal practices, books, and records relating to the use and disclosure of  PHI received from Member (or created or received by OCHIN on behalf of Member) available to the Secretary of the United States Department of Health and Human Services, for purposes of determining OCHIN's and Member's compliance with the HIPAA Regulations.

7.     **Termination.**  In the event of a material breach of these HIPAA Compliance Terms by OCHIN, Member shall provide OCHIN notice and not less than thirty (30) days opportunity to cure.  Member may terminate the Agreement if OCHIN does not cure the breach within this thirty (30) day period.

8.     **Procedure upon Termination.**  Upon termination of the Agreement, OCHIN will, if feasible, return or destroy all PHI that OCHIN maintains in any form, and will retain no copies of such PHI or, if the parties agree that return or destruction is not feasible, OCHIN will continue to extend the protections of this Exhibit to such PHI, and limit further use of the PHI to those purposes that make the return or destruction of the PHI infeasible.

9.     **No Third Party Beneficiaries.**  There are no third party beneficiaries to the Agreement or this Exhibit.

10.    **Business Associate Status.**  Nothing contained in the Agreement or this Exhibit causes OCHIN to be a "covered entity" as defined in the HIPAA Regulations or otherwise requires OCHIN to comply with the HIPAA Regulations as a covered entity.

11.     **HITECH Compliance.**  OCHIN shall comply with the requirements of HITECH, codified at 42 U.S.C. §§ 17921– 17954, which are applicable to business associates, and shall comply with all regulations issued by the Department of Health and Human Services  to implement HITECH as of the date by which business associates are required to comply.

12.     **Limited Data Sets.**  In addition to the permitted uses set forth in Sections 18.8 and 27.1 of Exhibit B, Member authorizes OCHIN to create Limited Data Sets of Member information for certain research activities consistent with applicable law ("Activities") which may require access to such Limited Data Sets.  OCHIN may disclose Limited Data Sets to third party researchers, provided that OCHIN obtains and maintains with each such third party researcher an agreement that is consistent with the requirements for Limited Data Set use agreements under HIPAA.

13.    **Compliance with Laws and Regulations**.  Each party will at all times comply with all applicable laws and regulations including, without limitation, all governmental, Medicare, Medicaid, Medi-Cal, and whistleblower laws, rules, and regulations governing each party's performance hereunder. Member and OCHIN specifically acknowledge that Member will provide services to beneficiaries of federal and state health care programs, including Medicare, Medicaid, and Medi-Cal and that OCHIN and Member have an obligation to comply with the requirements of such programs.  Additionally, OCHIN shall inform any employees in writing, in the predominant native language of the workforce that they are subject to whistleblower rights and remedies to the extent applicable under 41 USC 4712.

# *EXHIBIT E*

Hosted Language

1. **Definitions**

   a. Authorized persons means OCHIN's employees, contractors, subcontractors or other agents who need to access the County's personal data to enable OCHIN to perform the services required.

   b. Data breach means the unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of County's unencrypted personal data.

   c. Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and
      (1) Is created or received by a health care provider, health plan, employer or health care clearinghouse; and
      (2) Relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
         (a) That identifies the individual; or
         (b) With respect to which there is a reasonable basis to believe, the information can be used to identify the individual.

   d. Non-public data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the County because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

   e. Personal data means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.

   f. Protected health information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

   g. County means the County of Santa Barbara, California.

   h. County data means all data created or in any way originating with the County, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the County, whether such data or output is stored on the County's hardware, OCHIN's hardware or exists in any system owned, maintained or otherwise controlled by the County or by OCHIN.

i.   County identified contact means the person or persons designated in writing by the County to receive security incident or breach notification.

j.   Security incident means the potentially unauthorized access by non-authorized persons to personal data or non-public data OCHIN believes could reasonably result in the use, disclosure or theft of a County's unencrypted personal data or non-public data within the possession or control of OCHIN. A security incident may or may not turn into a data breach.

k.   Service level agreement (SLA) means a written agreement between both the County and OCHIN that is subject to the terms and conditions in this document that unless otherwise agreed to includes:
     (1)  The technical service level performance promises, (i.e. metrics for performance and intervals for measure),
     (2)  Description of service quality,
     (3)  Identification of roles and responsibilities,
     (4)  Security responsibilities and notice requirements,
     (5)  How disputes are discovered and addressed, and
     (6)  Any remedies for performance failures.

l.   OCHIN means OCHIN and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

m.   Software as a service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a web browser (e.g., web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

n.   Statement of work means a written statement in a solicitation document or contract that describes the County's service needs and expectations.

## 2.  Data Ownership

The County will own all right, title and interest in its data that is related to the services provided by this contract. OCHIN shall not access County user accounts or County data, except:
     (1)  In the course of data center operations,
     (2)  In response to service or technical issues,
     (3)  As provided for required byunder the express terms of this contract; or
     (4)  At the County's written request.

## 3.  Data Protection

Protection of personal privacy and data shall be an integral part of the business activities of OCHIN the service provider to ensure there is no inappropriate or unauthorized use of County information at any time. To this end, OCHIN shall safeguard the confidentiality, integrity and availability of County information and comply with the following conditions:

a.   OCHIN shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures OCHIN applies to its own personal data and non-public data of similar kind.

b.   All data obtained by OCHIN provided by County in the performance of this contract shall become and remain the property of the County.

c.   All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, OCHIN is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.

d.   Unless otherwise stipulated, OCHIN shall encrypt all non-public data at rest and in transit. The County shall identify data it deems as non-public data to OCHIN. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

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e. At no time shall any data or processes—that either belong to or are intended for the use of a County or its officers, agents or employees—be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the County.

f. OCHIN shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service allowed under this contract.

## 4. Data Location

OCHIN shall provide its services to the County and its end users solely from data centers in the United States (U.S.). Storage of County data at rest shall be located solely in data centers in the U.S. OCHIN shall not allow its personnel or contractors to store County data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. OCHIN shall permit its personnel and contractors to access County data remotely only as required to provide technical support or in furtherance of activities allowed under this agreement. OCHIN may provide technical user support on a 24/7 basis using a follow the sun model, unless otherwise prohibited in this contract.

## 5. Security Incident or Data Breach Notification:

OCHIN shall inform the County of any security incident or data breach.

a. Incident Response: OCHIN may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the County should be handled on an urgent as-needed basis, as part of OCHIN's communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

b. Security Incident Reporting Requirements: OCHIN shall report a security incident to the appropriate County identified contact immediately as defined in the SLA.

c. Breach Reporting Requirements: If OCHIN has actual knowledge of a confirmed data breach that affects the security of any County content that is subject to applicable data breach notification law, the service provider shall:
    (1) Promptly notify the appropriate County identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and
    (2) Take commercially reasonable measures to address the data breach in a timely manner.

## 6. Breach Responsibilities

This section only applies when a data breach occurs with respect to personal data within the possession or control of OCHIN.

a. OCHIN, unless stipulated otherwise, shall immediately notify the appropriate County identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. OCHIN, unless stipulated otherwise, shall promptly notify the appropriate County identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. OCHIN shall:
    (1) Cooperate with the County as reasonably requested by the County to investigate and resolve the data breach,
    (2) Promptly implement necessary remedial measures, if necessary, and
    (3) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of OCHIN's breach of its contract obligation to encrypt personal data or otherwise prevent its release, OCHIN shall bear the costs associated with
    (1) The investigation and resolution of the data breach;
    (2) Notifications to individuals, regulators or others required by state law;

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(3) A credit monitoring service required by state (or federal) law;

(4) A website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and

(5) Complete all corrective actions as reasonably determined by OCHIN based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

## 7. Notification of Legal Requests

OCHIN shall contact the County upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the County's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service providerOCHIN shall not respond to subpoenas, service of process and other legal requests related to the County without first notifying the County, unless prohibited by law from providing such notice.

## 8. Termination and Suspension of Service

a. In the event of a termination of the contract, OCHIN shall implement an orderly return of County data in a comma-separated values (CSV) file or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of County data.

b. During any period of service suspension, OCHIN shall not take any action to intentionally erase any County data.

c. In the event of termination of any services or agreement in entirety, OCHIN shall not take any action to intentionally erase any County data for a period of:
   • 10 days after the effective date of termination, if the termination is in accordance with the contract period
   • 30 days after the effective date of termination, if the termination is for convenience
   • 60 days after the effective date of termination, if the termination is for cause

   After such period, OCHIN shall have no obligation to maintain or provide any County data and shall thereafter, unless legally prohibited, delete all County data in its systems or otherwise in its possession or under its control.

d. The County shall be entitled to any post-termination assistance generally made available with respect to the services; unless a unique data retrieval arrangement has been established as part of the SLA.

e. OCHIN shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the County. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to the County.

## 9. Background Checks

OCHIN shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one year is an authorized penalty. OCHIN shall promote and maintain an awareness of the importance of securing the County's information among the service provider's employees and agents.

## 10. Access to Security Logs and Reports

OCHIN shall provide reports to the County in a format as specified in the SLA agreed to by both the service provider and the County. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all County files related to this contract.

## 11. Contract Audit

OCHIN shall allow the County to audit conformance to the contract terms. The County may perform this audit or contract with a third party at its discretion and at the County's sole expense upon five (5) business days' notice.

**12. Data Center Audit**
OCHIN shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. OCHIN may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**13. Change Control and Advance Notice**
OCHIN shall give advance notice (to be determined at the contract time and included in the SLA) to the County of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

**14. Security**
OCHIN, upon request, shall will disclose its non-proprietary security processes and technical limitations to the County such that adequate protection and flexibility can be attained between the County and the service provider. For example: virus checking and port sniffing — the County and OCHIN shall understand each other's roles and responsibilities.

**15. Non-disclosure and Separation of Duties**
OCHIN shall enforce separation of job duties where only the staff that require access to the data have access to the data, require commercially reasonable non-disclosure agreements, and limit staff knowledge of County data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data**
The County shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from OCHIN. This includes the ability for the County to import or export data to/from other service providers.

**17. Responsibilities and Uptime Guarantee**
OCHIN shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the OCHIN>. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

**18. Subcontractor Disclosure**
OCHIN shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with OCHIN, and who shall be involved in any application development and/or operations.

**19. Right to Remove Individuals**
The County shall have the right at any time to require that OCHIN remove from interaction with County any OCHIN representative who the County believes is detrimental to its working relationship with OCHIN. The County shall provide OCHIN with notice of its determination, and the reasons it requests the removal. If the County signifies that a potential security violation exists with respect to the request, OCHIN shall immediately remove such individual. OCHIN shall not assign the person to any aspect of the contract or future work orders without the County's consent.

**20. Business Continuity and Disaster Recovery**
OCHIN shall provide a business continuity and disaster recovery plan upon request and ensure that the County's recovery time objective (RTO) of two days is met.

**21. Compliance with Accessibility Standards**
OCHIN shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services**
OCHIN shall use web services exclusively to interface with the County's data in near real time when possible.

**23. Encryption of Data at Rest**
OCHIN shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the County approves the storage of personal data on a service provider portable device in order to accomplish work as defined in the statement of work.

**24. Certification**
OCHIN shall maintain a Federal Risk and Management Program (FEDRAMP) certification and send to the County's Chief Information Security Officer a copy of the current certification prior to any payments, annually at:

> Santa Barbara County Public Health Security Officer
> Certification Compliance
> Santa Barbara County Information Technology
> Janine Neal
> 300 N. San Antonio Rd
> Santa Barbara, CA 93101

25. **Product Versions**

Due to the high cost of post end-of-life software support and the potential for security vulnerabilities, Santa Barbara County Department of Technology strives to stay within two major versions or four minor versions (Service Packages) of all software used by the County. We also expect OCHINs to keep their software, supporting systems and components current.

a. OCHIN will certify their product is compatible and runs without defect with versions of supporting systems that are within two major versions or four minor versions of the most recent release by the component manufacturer. These supporting systems include, but are not limited to, client and server operating systems, databases, web servers, Java clients, programming languages, third party application components (such as grids, calendars and widgets), reporting tools, etc.

b. Should the OCHIN fail to keep their products current within two major versions or four minor versions of the most recent release by the component manufacturer, the OCHIN will forego maintenance payments by the County until such time as the OCHIN 's product is compatible.

c. Should the OCHIN lapse in updating their product to be compatible with newer supporting platforms, the OCHIN will reimburse the County for any necessary costs incurred to keep the supporting systems under maintenance by the component manufacturer after their end-of-life date (e.g., Microsoft Extend Life Support for operating systems).

d. If the OCHIN's product processes, stores or transmits credit card information, the OCHIN will ensure their product meets the current Payment Card Industry Data Security Standard (PCI DSS).

**Acuere** is a real-time data aggregation and reporting solution with easy-to-use analytic tools for clinical and operational decision making and quality improvement.

**Better data, better decisions, better care.**

- Your organization wants to maximize your sources, make informed operational decisions, and provide the best patient-centered care possible.  You want healthier people and healthier populations.  To achieve these goals you need the right tools to give you TRUE INSIGHT into your data. Enter *Acuere.*
- Acuere is a full service solution that incorporates reporting metrics, practice design and workflows, and staff and clinician training to help your organization make better decisions to effect real change.
- Acuere's user-friendly interface and customizable dashboards let you quickly access, analyze, and export your data, and benchmark against data from millions of patients in our extensive nationwide network of clinics, health systems, ACOs, and payors.
- **For more information, or to request a demo**: Email info@acuereqol.com or call 503.943.2500. Learn more at www.acuereqol.com.

**What Makes Acuere Different?**

- *Simple tools and Seamless Real-Time integration*
  Our comprehensive web-based solution integrates seamlessly with EHR, claims, and other systems to aggregate data in real time to help your teams see the big picture and make the best decisions.  All the tools you need are available in one easy-to-use package. No complex training is required.

- *More Data from More Sources*
  One of the most comprehensive data sets available, Acuere incorporates clinical, claims, and community vital sign data on millions of patients nationwide that your organization can benchmark against.

- *In-Person Assistance and Dedicated Support*
  Acuere is more than just software. We're there every step of the way with the tools, knowledge, and reporting capabilities- whether clinical, financial, or operational- that you need to get the most out of your data so you can make measurable improvements and reduce costs.  You'll receive in-person and ongoing support from our team of practice facilitators, workflow engineers, quality improvement professionals, clinical informaticists, and our Help Desk.

- With real-time data from multiple sources- and practical analysis of that data-care teams can make better decisions and informed quality improvements
- Acuere's ever expanding data set includes millions of patients from organizations nationwide, including residents of all 50 states.
- Every step of the way, we'll provide the consulting, training, and support you need to achieve better health outcomes.

# Acuere Has the Tools You Need

- **Benchmarking and Controlling Costs:**
  Acuere lets you track your organizations performance on Population Health metrics over time-at a location provider, and patient level-and benchmark against other organizations in our vast nationwide network of clinics, health systems, ACO's, and payors. Quickly calculate your cost per patient with relation to common risk factors so your team can provide the right care to the right patients and keep costs down
- **Care Gap Tools and Alerts:**
  Care Gap Lists provide an at-a-glance overview of your organization's patients who need a particular action based on guidelines and best practices. The scrublist feature processes all of the data in your patient list to detect patterns and provide discrete alerts for a given patient based on our dynamic and powerful rule system. The Acuere team can also develop custom alerts.

## Customizable Dashboards

Acuere's dashboards let you create a customized side-by-side overview of the metrics that matter most to your organization by population, primary care provider, or facility. Clearly marked "Better" and "Worse" indicators let you easily assess your data. Create and save multiple dashboards so the information you want most is always at your fingertips.

**And Much More...**

## The Partnership That Brings You Acuere

Acuere was developed through a partnership with HIT Impacts, OCHIN, and Health Choice Network (HCN). We live and breathe the HIT space, and we know technology and the overwhelming needs of working in the clinical environment. You're not alone in this process: we have the experience, technology, and wrap-around consulting solutions to help you meet your goals. Visit us at www.acuereqol.com.

**Exhibit H**
**Organized Health Care Arrangement Terms**

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

1. **OHCA Purpose.**

   1.1 **OHCA Established.** The Organized Health Care Arrangement ("OHCA") described herein is established, in accordance with the HIPAA Standards for Privacy of Individually Identifiable Health Information set forth at 45 C.F.R. Subtitle A, Subchapter C, Parts 160 and 164 (hereafter the "Privacy Rules") for the purpose of better serving Member patients and enhancing the benefits of information technology services provided by OCHIN, including joint quality improvement and assessment activities conducted by OCHIN in conjunction with Member and other OCHIN members participating in the OHCA (hereafter collectively the "OHCA Participants").

   1.2 **Limitations.** The OHCA described herein is established for the sole and limited purpose of meeting the OHCA requirements set forth in the Privacy Rules. Member shall exercise medical judgment free of any direction or control by OCHIN or the OHCA Participants. The OHCA described herein shall not be construed to (a) constitute a partnership, joint venture, or other common undertaking of any kind whatsoever, or (b) allow any party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

2. **Obligations of Member.**

   2.1 **Compliance with OHCA Exhibit; Amendments.** Member understands and agrees that compliance with this exhibit is required to permit Member's ongoing use of the OCHIN practice management or electronic medical record systems. Further, Member agrees that amendments to this exhibit approved by a majority vote of the OHCA Participants will become binding and enforceable thirty (30) days following written notice to Member (the "Amendment Notice Period"), provided that Member continues to use either OCHIN's practice management or electronic medical record system following the Amendment Notice Period.

   2.2 **Compliance with HIPAA**. Member is responsible for Member's own compliance obligations under HIPAA and any other applicable law or regulation including without limitation the obligation to prepare, use, and distribute a notice of privacy practices consistent with the requirements of the Privacy Rules. Other than the limited responsibilities as an OHCA Participant described herein, neither OCHIN nor any OHCA Participant

   2.3 is undertaking any responsibility whatsoever in relation to compliance obligations of Member.

   2.4 **Standards and Guidelines.** As a participant in the OHCA, Member agrees to abide by the terms of this exhibit, as well as the standards and guidelines for the development of privacy and security policies that may be approved from time to time by the OHCA Participants in consultation with OCHIN.

   2.5 **Inclusion of OHCA Terms in Notice.** As a condition of Member's participation in the OHCA, Member agrees to include the following terms within Member's notice of privacy practices and to distribute such notices in accordance with the Privacy Rules:

   *Santa Barbara County Public Health is part of an organized health care arrangement including participants in OCHIN. A current list of OCHIN participants is available at www.ochin.org As a business associate of Santa Barbara County Public Health, OCHIN supplies information technology and related services to and other OCHIN participants. OCHIN also engages in quality assessment and improvement activities on behalf of its participants. For example, OCHIN coordinates clinical review activities on behalf of participating organizations to establish best practice standards and assess clinical benefits that may be derived from the use of electronic health record systems. OCHIN also helps participants work collaboratively to improve the management of internal and external patient referrals. Your health information may be shared by Santa Barbara County Public Health with other OCHIN participants when necessary for health care operations purposes of the organized health care arrangement.*

3. **Termination.** A Member's participation in the OHCA described herein shall terminate automatically to the extent this agreement is terminated. Except as described below, Member shall not be entitled to voluntarily withdraw from the OHCA described herein while maintaining services under the terms of this agreement.

4. **Third Party Beneficiaries.** All OHCA Participants are third party beneficiaries of the obligations set forth in this exhibit, including but

not limited to the contractual indemnity provisions set forth in Section 22 .

**Exhibit J**
**Televox**


*This agreement will be added to the contract post signature if this additional service is purchased.*

**Exhibit K**
**Clearinghouse Agreement**

The following TriZetto Provider Solutions Reseller Agreement found is incorporated into this Agreement as it is an integral part of OCHIN's ability to provide services to Member under this Agreement as well as the entire OCHIN collaborative.

**RESELLER AGREEMENT**

This Reseller Agreement is effective as of July 1, 2014 (the "**Effective Date**") between TriZetto Provider Solutions, LLC, a Delaware limited liability company, formerly Gateway EDI, LLC, ("**TriZetto**"), and OCHIN, Inc., an Oregon corporation ("**Reseller**"). TriZetto and Reseller are each a "**Party**" and together the "**Parties**.

**RECITALS**

A.      TriZetto provides electronic data interchange ("**EDI**") services to the healthcare community.

B.      Reseller provides practice management software solutions to entities that provide health services to patients such as medical practices or outpatient medical facilities ("**Providers**").

C.      TriZetto and Reseller previously entered into a License Agreement on or about March 7, 2011, as amended (the "**Prior Agreement**").

D.      TriZetto and Reseller wish to terminate the Prior Agreement, and all amendments and addendums thereto, and enter into this Agreement whereby TriZetto authorizes Reseller to promote, market, and resell EDI Services and CC Processing Services, as defined below, to Providers who are customers of Reseller ("**Covered Providers**").

**AGREEMENT**

TriZetto and Reseller agree as follows:

1.      **DEFINITIONS.** In this Agreement, the following words shall have the following meanings:

"**Agreement**" means this Reseller Agreement including all exhibits and amendments thereto.

"**CC Processing Services**" means the credit card payment processing services provided by TransFirst and offered by TriZetto.

"**Claim(s)**" means healthcare transactions between a Provider and governmental agencies, insurance carriers and other companies.

"**Documentation**" means the user manual, instructions, and specifications provided, or otherwise made available, by TriZetto to Reseller for distribution to Covered Providers and End Users.

"**EDI Services**" means the electronic data interchange services listed in **Exhibit "A"** as may be modified or updated by TriZetto from time to time.

"**End User**" means a Covered Provider authorized to access and receive the EDI Services under the terms of the End User Agreement and/or a Covered Provider authorized to use the CC Processing Services under the terms of the Merchant Agreement.

**"End User Agreement"** means the agreement between Reseller and an End User pursuant to which such End User is authorized to access and receive the EDI Services for its own internal purposes and not for distribution to, or use on behalf of, others.

**"End User Data"** means data that originates from End User and that is (a) processed by the EDI Service or stored within the EDI Service, or (b) provided to TriZetto to be processed or stored by TriZetto in connection with the performance of the EDI Service, including all of the corrections and updates to the data and all copies of the data created by TriZetto.

**"HIPAA Rules"** means the Health Insurance Portability and Accountability Act of 1996, 45 U.S.C. § 1320d-9, as amended by the Health Information Technology for Economic and Clinical Health (**HITECH**) Act of 2009, and its implementing regulations set forth at 45 C.F.R. Parts 160 and 164.

**"Intellectual Property Rights"** means all worldwide patent, patent applications, copyrights, trademarks, design rights, service marks, trade names, trade dress, trade secrets, know-how, moral rights, and any other intellectual property or proprietary rights.

**"Marks"** means a Party's registered and common law trademarks, trade names, service marks, logos, and domain names as listed in **Exhibit "C" Marks** attached hereto.

**"Maintenance Window"** means the third weekend of each month from 6 p.m. Saturday to 6 a.m. Sunday Central Standard Time.

**"Merchant Agreement"** means the agreement between a Covered Provider and TransFirst pursuant to which such End User is authorized to use the CC Processing Services for its own internal purposes and not for distribution to, or use on behalf of, others.

**"Payer"** means an entity other than the patient that finances or reimburses the cost of health services, for example, insurance carriers, other third-party payers, or health plan sponsors (employers or unions).

**"System"** means TriZetto' electronic data interchange system.

**"System Processing Window"** means the system processing window for receipt of transactions is 24 hours a day, seven days a week, 365 days a year, with the exception of the Maintenance Window. The System Processing Window for processing transactions is all business days, Monday through Friday, with the exception of TriZetto holidays and the Maintenance Window.

**"Territory"** means the United States of America and the Commonwealth of Puerto Rico or any other geography as agreed to in writing by the Parties.

**"TransFirst"** means TriZetto's CC Processing Services vendor, TransFirst Health Services, Inc.


2.      **TERMINATION.** The Parties hereby agree that the Prior Agreement is hereby terminated

and replaced with this Agreement as of the Effective Date above.

### 3. APPOINTMENT; RESTRICTIONS and LICENSE.

**3.1. Appointment.** Subject to the other provisions of this Agreement, TriZetto hereby appoints Reseller as a non-exclusive reseller of the EDI Services in the Territory. Reseller may use, reproduce, demonstrate, and display the EDI Services and Documentation to the extent reasonably necessary to market and resell the EDI Services as authorized herein.

**3.2. Restrictions.** Reseller shall only market and resell the EDI Services to Covered Providers in the Territory under the "TriZetto" brand and not through another partner or other third party. Reseller acknowledges that the EDI Services constitute valuable trade secrets of TriZetto. Except as expressly permitted by this Agreement, Reseller shall not: (a) modify, adapt, alter, translate, or create derivative works from the EDI Services or Documentation; (b) merge the EDI Services with other services, products, equipment, data, or software; (c) sublicense, distribute, sell, use for service bureau use or outsourcing purposes, lease, rent, loan, or otherwise transfer the EDI Services or Documentation to any third party; (d) solicit or obtain orders for the EDI Services outside of the Territory; (e) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the EDI Services; (f) remove or alter any copyright or any other proprietary rights notice included in the EDI Services or Documentation; (g) otherwise use EDI Services except as expressly permitted hereunder; or (h) permit any third party to do any of the foregoing. Reseller will not make or publish any representations, warranties, or guarantees on behalf of TriZetto concerning the features, performance, or functionality of the EDI Services other than as set forth in this Agreement or TriZetto's then-current End User Agreement. Reseller will inform TriZetto promptly of any problems with the EDI Services reported by Reseller or any End User and will communicate promptly any modifications, design changes, or improvements suggested by Reseller or any End User. Reseller will refrain from any unethical, deceptive, or misleading conduct or practices in promoting, marketing, reselling, and distributing the EDI Services.

**3.3. Trademark License.** Reseller may use TriZetto's primary corporate Mark on its website to identify TriZetto as a solution provider and TriZetto may use Reseller's primary corporate Mark on its website and in its marketing materials to identify Reseller as a reseller. Each Party's use of the other's Marks shall be subject to any usage guidelines provided by the owner of the Marks and to any review requested by the owner of the Marks. This license to use the other Party's Marks may be withdrawn at any time by notice from the Party that owns the Marks.

### 4. PROGRAM RESPONSIBILITIES.

**4.1 Provisioning.** All orders for EDI Services submitted by Reseller to TriZetto shall use the sales order form ("**SOF**") set forth in **Exhibit "D"**. The terms of this Agreement will govern any SOF or similar ordering document submitted by Reseller to TriZetto. Any terms or conditions in any purchase order that is in addition to or inconsistent with the terms and conditions of this Agreement will have no legal effect on the Parties. Reseller may not cancel an order for EDI Services once accepted by TriZetto.

**4.2 Pricing.** Reseller shall solely determine the price and payment terms for the EDI Services as between Reseller and the End User. Any and all fees and rates set forth in this Agreement shall be

deemed to be Confidential Information and subject to the confidentiality obligations set forth in **Section 5 Confidentiality Obligations**.

**4.3**    **Claims Submissions.** Reseller shall be responsible for providing Covered Providers with the ability to submit claims electronically to TriZetto using common industry formats, for example, the National Standard Format, the Print Image format (an electronic format) or the American National Standards Institute format.  Reseller shall also be responsible for implementing any future changes to the common industry formats within 180 days of written notice from TriZetto.

**4.4**    **Marketing.**

    **(a)**    **Materials.**  Reseller may distribute any marketing materials provided by TriZetto under this Agreement and may make a reasonable number of copies of such marketing materials in an electronic format solely in connection with marketing, reselling, and distributing the EDI Services in the Territory.  Reseller may not modify, adapt, alter, translate, or create derivative works from the marketing materials without TriZetto's prior written consent.

    **(b)**    **Plan.**  The Parties' will develop a mutually agreed upon plan for Reseller's marketing initiatives (the "**Marketing Plan**").

**4.5**    **Branding.**  Reseller will use the TriZetto Marks to identify the EDI Services and in all materials used to market and promote the EDI Services in a manner acceptable to TriZetto and subject to the limitations and requirements in **Section 3.3 Trademark License**.  Reseller shall conduct business in a manner that reflects favorably on the EDI Services and the good name, goodwill, and reputation of TriZetto. The EDI Services may only be resold and distributed by Reseller in the Territory under the "TriZetto" brand.

**4.6**    **Support.**  Reseller shall provide support services to End Users which includes: (i) managing End User requirements and interfaces; (ii) fielding End User support inquiries (a "**CASE**"), documenting End User contact information, and assigning severity levels to the Case; (iii) collecting initial configuration, diagnostic information, and other information as necessary; (iv) documenting the Case including, without limitation, description of Case, troubleshooting methods and findings; (v) searching help desk database, other information sources, and product related documentation as needed; (vi) analyzing Cases, including re-creating and validating the Case; (vii) applying advanced diagnostic and troubleshooting techniques to the  Case; (viii) managing Cases on on-going basis; (ix) communicating workarounds and/or fixes to End User and verifying effectiveness; and (xi) closing Cases (collectively, "**First Tier Support**"). TriZetto shall assist Reseller with Cases that Reseller is unable to resolve after exhausting all First Tier Support.

**4.7**    **Training.**

    **(a)**    Reseller will require a reasonable number of its suitably qualified employees to attend any sales or technical training regarding the marketing, promotion, and reselling of the EDI Services that TriZetto may offer generally to its resellers from time to time at a location to be specified by TriZetto.

**(b)** TriZetto shall provide training services to a Reseller at no cost so long as Reseller has contracted with at least 200 Covered Providers. In the event Reseller has less than 200 Covered Providers, then TriZetto shall provide on-site training services to Reseller for a fee of $200 per day plus reasonable travel and living expenses.

**4.8 End User Agreement.** Reseller may only distribute the EDI Services to Covered Providers that execute an End User Agreement with Reseller.

**(a) Scope.** The End User Agreement shall contain terms at least as protective of and beneficial to TriZetto as the terms of TriZetto's then-current Electronic Services Agreement, which TriZetto shall provide to Reseller upon request. Reseller will use commercially reasonable efforts to assist TriZetto in the protection of TriZetto's Intellectual Property Rights in the EDI Services and to enforce the terms and conditions of the End User Agreement. Reseller will cooperate with TriZetto in any action or proceeding to enforce the terms and conditions of the End User Agreement and TriZetto's Intellectual Property Rights in the EDI Services and Documentation. Reseller will promptly notify TriZetto if Reseller becomes aware of a breach of any End User Agreement.

**(b) Data Analytics.** The Parties hereby agree that the End User Agreement shall contain a provision that authorizes TriZetto to extract End User Data from any existing database and to de-identify the End User Data in accordance with the HIPAA Rules to create a de-identified data set. The End User Agreement shall grant TriZetto a nonexclusive, worldwide, paid-up, royalty-free, perpetual and irrevocable right and license to create derivative works of the data set and to use, copy, process, analyze, execute, reproduce, display, perform, transfer, distribute, and sublicense the data set and such derivative works in any technology now existing or later developed. Subject to the End User's sole continuing ownership of the End User Data, TriZetto shall own all such data sets, and all products, solutions and services that it creates using the data sets, and all of the Intellectual Property Rights embodied in and related to the data sets and such products, solutions and services.

**4.9 Relationship Manager.** The Parties will each appoint a relationship manager who will be the primary contact for implementing and administering the terms and conditions of this Agreement. The relationship managers will meet, either in person or via teleconference, at least quarterly and at mutually agreeable times to review and coordinate sales efforts, review Reseller's Marketing Plan for the EDI Services, and address other topics related to the successful marketing, resale, and distribution of the EDI Services as set forth in this Agreement.

**4.10 Legal Compliance.**

**(a) General.** The Parties shall at all times comply with all laws and regulations applicable to the promotion and marketing of the EDI Services including, without limitation, all applicable export controls, requirements, and regulations. Each Party shall, at its own expense, obtain, and maintain in full force and effect throughout the continuance of this Agreement, all licenses, permits, approvals, and other governmental authorizations required under all applicable laws.

**(b) HIPAA Compliance.** If the Parties expect to exchange "protected health information", as such term is defined in the HIPAA Rules, in the performance of their obligations

pursuant to this Agreement, then the Parties shall execute a business associate agreement to meet applicable requirements of the HIPAA Rules.

**4.11  Modifications.** TriZetto may, in its sole discretion add, discontinue, or modify or replace the EDI Services (but in no case will such changes reduce the overall functionality of the EDI Services); provided, however, TriZetto will provide a minimum of 180 days prior written notice to Reseller of its intent to discontinue the EDI Services.

## 5.  CONFIDENTIALITY OBLIGATIONS.

**5.1.  Confidential Information.** "**Confidential Information**" shall mean any information disclosed by a Party (the "**Discloser**") to the other Party (the "**Recipient**"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, that is proprietary, confidential or trade secret information, relating to the Discloser and its operations, employees, products or services, as well as any information relating to any Discloser affiliate, customer or potential customer, all personal data, and any other information of the Discloser that a reasonable person would recognize as confidential. Confidential Information includes, but is not limited to, the terms of this Agreement, any and all information related to TriZetto products or services, tools, technical and nontechnical data, formulas, patterns, compilations, computer programs and software, devices, drawings, techniques, programs, product plans, documentation, interfaces, extensions, schema, data dictionaries, designs, configuration, methodologies, pricing, processes, practices, performance statistics, analyses, product roadmaps, and employee and customer information, employee information, financial plans, and lists of actual or potential customers and suppliers, and "personal data" shall mean personally identifiable information, including health information, relating to Discloser's employees, clients or any individual consumer customer. Confidential Information shall not include information that: (i) is independently developed by the Recipient without reliance on the Confidential Information of the Discloser; (ii) is or becomes publicly known through no fault of the Recipient; (iii) is already known by the Recipient without breach of any confidentiality obligation to the Discloser; or (iv) is lawfully received by the Recipient free from any confidentiality obligation from a third party having the right to provide it without such obligations. For clarity, a compilation of public information in a form not publicly known is considered Confidential Information of Discloser notwithstanding the public availability of the information before compilation.

**5.2.  Use and Disclosure.** The Recipient may use the Discloser's Confidential Information only as reasonably necessary to perform its obligations or exercise its rights under the Agreement and will use at least the same degree of care to protect the Discloser's Confidential Information as it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care. Reseller will not disclose TriZetto' Confidential Information except to its employees and permitted assigns in the Territory who have been advised and understand their obligations with respect to Confidential Information under this Agreement who must have access to TriZetto' Confidential Information in order to perform Reseller's obligations under this Agreement. Reseller may not provide TriZetto' Confidential Information to any contractor without TriZetto' prior written consent. In connection with such access, TriZetto may require the contractor to enter into a non-disclosure agreement directly with TriZetto. Recipient may disclose Discloser's Confidential Information in response to a valid court order, law, rule, regulation (including any securities exchange regulation), or other governmental action provided that (a) Discloser is notified in writing

prior to disclosure of Discloser's Confidential Information, if allowed by law, and (b) the Recipient reasonably assists Discloser in any attempt to limit or prevent the disclosure of Discloser's Confidential Information.

**5.3.    Return or Destruction of Confidential Information.** Recipient shall, and shall cause any entity to which it has disclosed Discloser's Confidential Information to, return or destroy all originals and all copies of Confidential Information when (a) the Agreement ends or (b) the Confidential Information is no longer needed for authorized purposes, whichever occurs first. Recipient may keep one archival copy of discloser's Confidential Information solely for accounting and tax purposes or to demonstrate its compliance with the Agreement. No other access of archived Confidential Information is permitted by Recipient. If requested by Discloser, Recipient shall certify that it has met its obligations under this **Section 5.3**.

**5.4.    Reseller Confidential Information.** TriZetto recognizes that certain End User information Reseller provides to TriZetto may constitute Confidential Information of Reseller. The Parties agree, however, that TriZetto may use such Reseller Confidential Information and disclose it to third parties on a confidential basis without Reseller's prior consent for the limited purposes of: (i) providing the EDI Services pursuant to this Agreement; (ii) notifying End Users of updates/enhancements to the EDI Services and providing technical notifications to End Users; (iii) protecting or maintaining TriZetto's Intellectual Property Rights in the EDI Services, (iv) ensuring that End Users comply with the terms and conditions of the End User Agreement, (v) providing technical support; or (vi) in the event that Reseller terminates this Agreement, ceases to operate, or fails to comply with the terms of this Agreement, contacting End Users to inquire as to whether the End User desires to contract directly with TriZetto for the EDI Services.

**6.    INTELLECTUAL PROPERTY.** The EDI Services, Documentation, TriZetto Marks, marketing, training, and other materials provided by TriZetto, and all Intellectual Property Rights therein and related thereto, are the exclusive property of TriZetto. All rights in and to the EDI Services, Documentation, TriZetto Marks, and marketing, training, and other materials not expressly granted to Reseller in this Agreement are reserved by TriZetto. Except for the limited rights expressly granted hereunder, nothing in this Agreement shall be deemed to grant, by implication, estoppel, or otherwise, a license under any of TriZetto's Intellectual Property Rights in or to the EDI Services, Documentation, TriZetto Marks, or marketing, training, and other sales materials.

**7.    PAYMENT; SERVICE LEVELS; AUDIT RIGHTS and TAXES.**
**7.1.    Payment.** In consideration of the rights TriZetto grants to Reseller under this Agreement, and the EDI Services TriZetto is required to perform under the Agreement, Reseller shall pay the fees and rates specified in **Exhibit "A"** to TriZetto. For the avoidance of doubt, the rates and fees in **Exhibit "A"** shall apply to Covered Providers that meet the definition of an End User as of the Effective Date and any Covered Providers that become End Users after the Effective Date. All payments must be made in United States currency. Reseller understands and agrees that the EDI Services are subscription services and, as such, Reseller will pay the rates regardless of the volume of Claims submitted to TriZetto by End Users. Reseller assumes all responsibility for invoices to and collection of payments from End Users. Delinquent payments from any of End Users do not in any way release Reseller from its payment obligations to TriZetto under this Agreement. Reseller shall

give 30 days' written notice to TriZetto in the event that an End User has cancelled its contract for EDI Services.  Until such notice is received by TriZetto, Reseller shall remain responsible for payments for such End Users under this Agreement.

**7.2.**     **Invoicing.** TriZetto will invoice Reseller for all orders for EDI Services.  Reseller shall pay all invoices within 30 days of receipt of the invoice. All amounts not paid when due under this Agreement will accrue interest at the lesser of 1.5% per month or the maximum rate permitted under applicable law. In addition to the foregoing, TriZetto shall be entitled to suspend or terminate the performance of EDI Services under this Agreement during any period in which invoices are past due, without incurring any liability to Reseller or the End Users.

**7.3.**     **Rate Increases.** The rates listed in **Exhibit "A"** are fixed for the Initial Term of this Agreement unless otherwise noted in **Exhibit "A"**. Thereafter, TriZetto may from time to time modify the rates for the EDI Services, provided that the modified rates will only be effective upon 30 days' notice to Reseller. TriZetto reserves the right to pass on to Reseller any postage increases for certain EDI Services, such as Paper Claims and Patient Statements, as well as any Payer pass through charges.

**7.4.**     **Service Levels.**

**(a)**     **Service Level Credits.**

**(i)**     Subject to **Section 4.5 Service Level Exceptions,** in the event that TriZetto does not meet the performance metrics set forth in **Exhibit "E" EDI Services Performance Metrics & Service Level Agreements** to this Agreement, (each a "**Service Level Agreement**" or "**SLA**"), Reseller will receive credits ("**Service Level Credits**") equal to the percentage allocated to the missed SLA from the total EDI Services Credit Pool. For each month SLAs are in effect, the credit pool for EDI Services will equal 20% of the monthly EDI Services rates paid by Reseller to TriZetto for the previous month's EDI Services pursuant to **Section 7.1** above (the "**EDI Services Credit Pool**"). Any Service Level Credits will be applied to the next monthly invoice following the date of the failure to meet the applicable SLA. In the event that TriZetto does not meet multiple performance metrics outlined in the SLA due to a single issue, Reseller will be entitled to the largest single Service Level Credit associated with the issue.  In the event that an issue continues on an uninterrupted basis, Reseller will be entitled to a single Service Level Credit for the issue. Service Level failure is calculated on a month to month basis.

**(ii)**     To determine Service Level performance, TriZetto may use the System or other monitoring systems to aggregate all performance data for the month, or may use statistically valid sampling techniques to determine such performance of the EDI Services hereunder.

**(b)**     **Service Level Exceptions.** TriZetto will not be responsible for failure to meet any SLAs hereunder due to:

**(i)**     Failure of Reseller's, End User's, Payer's and/or third parties not contracted by TriZetto, applications, system, or equipment;

**(ii)**     An event of Force Majeure described in the Agreement;

(iii)    Periods of scheduled maintenance undertaken by TriZetto;

(iv)    Periods outside the System Processing Window;

(v)    Incorrect information provided to TriZetto by Reseller, End User's, and/or Payer;

(vi)    Failure due to Payer's action or inaction or Payer is not in compliance with applicable law, regulatory or industry mandates;

(vii)    Any act or omission of Reseller or a third party, including the failure of Reseller or a third party not contracted by TriZetto to timely perform or provide relevant assistance, data, information or infrastructure required of Reseller under the Agreement;

(viii)    Services subject to a Service Level as part of a statement of work and/ or schedule entered into by the Parties under the Agreement;

**7.5.    Credit Card Program.**

(a)    **Merchant Agreement.** TriZetto will offer credit card processing services ("**CC Processing Services**") through the TriZetto portal to Covered Providers that execute to a Merchant Agreement between the Covered Provider and TransFirst (the "**Credit Card Program**").

(b)    **Base Bonus.** TriZetto will pay a quarterly bonus to Reseller ("**Base Bonus**") based on the number of Covered Providers that have (i) executed a Merchant Agreement, (ii) been issued a merchant identification ("**MID**"), and (iii) have active payment processing volumes ("**Active MID**"). The number of Active MIDs shall be calculated at the end of each calendar quarter.

**7.6.    Audit Rights.** Each Party may, at its expense and no more often than twice each year, upon 15 days' prior written notice and during the other Party's normal business hours, inspect and audit any portion of a Party's records that are relevant for the purpose of verifying compliance with this Agreement. Reseller will maintain complete and accurate records of all EDI Services sold by Reseller to End Users and all other data reasonably necessary to verify compliance with this Agreement. If the audit reveals an underpayment of more than 5% of the fees owed to TriZetto under this Agreement, in addition to paying the understated amounts, Reseller will pay TriZetto's reasonable costs of the audit. The Parties' right to audit records will survive for one year after termination of this Agreement.

**7.7.    Taxes.** All fees and rates are stated exclusive of taxes. Reseller will be responsible for payment of all taxes (other than taxes based on TriZetto's income), fees, duties, and other governmental charges arising from the payment of fees to TriZetto under this Agreement. Reseller will make all payments of fees to TriZetto free and clear of, and without reduction for, any such taxes. If Reseller is exempt from any taxes, Reseller will provide TriZetto with exemption documentation.

**8. INDEMNITY OBLIGATIONS.**

**8.1. Intellectual Property Indemnification.** If an unaffiliated third party brings a claim in the United States against Reseller because Reseller's authorized resale of an EDI Service infringed, violated or misappropriated, or is alleged to have infringed, violated or misappropriated, the third party's Intellectual Property Rights (a "**Third-Party IP Claim**"), then TriZetto shall defend the claim, pay all defense costs, pay any settlement amount negotiated by TriZetto, and pay all damages awarded by a court after all appeals have concluded. If a Third-Party IP Claim will bar Reseller's resale of the applicable EDI Service, then TriZetto shall at its cost and in its sole discretion undertake commercially reasonable efforts to (i) modify the affected EDI Service to make it noninfringing; (ii) procure any license necessary to permit Reseller to exercise the rights granted under the Agreement; (iii) replace the affected EDI Service with one that is functionally comparable and noninfringing; or (iv) terminate this Agreement.

**8.2. Exceptions.** TriZetto has no obligations for any Third-Party IP Claim to the extent that it arises or results from (i) use or combination with hardware or software items other than those indicated as being compatible in applicable the Documentation; (ii) a modification or enhancement made by any entity other than TriZetto or its authorized agents or contractors; (iii) use not contemplated by the Agreement or Documentation; (iv) TriZetto's compliance with instructions, designs, specifications, directions or technical information provided by Reseller; or (v) Reseller's use of a TriZetto Mark other than as authorized in the Agreement.

**8.3. Procedure.** TriZetto's indemnity obligations in this **Section 8 Indemnity Obligations** are conditioned on the Reseller (i) promptly notifying TriZetto of any claim subject to or potentially subject to an indemnification obligation; (ii) cooperating with the TriZetto in the defense of the claim; and (iii) granting TriZetto sole control of the defense and settlement of the claim. Reseller may monitor the defense undertaken by TriZetto at the Reseller's expense and with counsel of its choosing.

**8.4. Sole and Exclusive.** This **Section 8 Indemnity Obligations** states the sole and exclusive obligations and liabilities of TriZetto for any Third-Party IP Claims.

**9. LIABILITY**

**9.2. Limitations of Liability.**

   **(a) Exclusion of Certain Damages.** EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, OR TO ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, INDIRECT OR SIMILAR DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, ANTICIPATED SAVINGS, OR GOODWILL. To the maximum extent permitted by law, this **Section 9.1 Limitations of Liability** applies (a) regardless of the form of action or theory of liability (including breach, negligence, misrepresentation, strict liability or other contract or tort claim), and (b) whether or not the Party was advised of the possibility of damages and whether or not the damages were reasonably foreseeable. TriZetto's cap on liability below defines the maximum amount for which TriZetto is responsible.

   **(b) Cap on Liability.** TriZetto's entire liability for all losses, liabilities and damages arising out of, or related in any way to the Agreement is limited to the amount paid by Reseller for

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the EDI Services that are the subject of claims, but in no event shall TriZetto's liability in the aggregate for all claims and causes of action under the Agreement exceed the total of all payments received by TriZetto from Reseller under the Agreement in the twelve-month period immediately preceding the first claim brought by Reseller under the Agreement.

**9.3.    Exceptions.  Section 9.1 Limitations of Liability** shall not apply to (a) claims related to default of confidentiality obligations; (b) indemnity obligations under **Section 7 Indemnity Obligations**; (c) claims by either Party against the other Party for infringement, violation, or misappropriation of Intellectual Property Rights; or (d) any failure by a Party to pay amounts due to the other Party.  Each Party's liability for loss or damage of any kind shall be reduced to the extent that the other Party caused or contributed to that loss or damage.

**10.    TERM and TERMINATION.**
**10.1.    Term.** This Agreement will begin on the Effective Date and continue for a period of three years (the "**Initial Term**") and shall automatically renew for successive one year terms (each a "**Renewal Term**"), unless otherwise terminated as set forth below.  The Initial Term and all Renewal Terms constitute the "Term" of this Agreement.

**10.2.    Termination by Either Party.**  This Agreement may be terminated by either Party: (a) for any reason upon 60 days prior written notice to the other Party; (b) by written notice if the other Party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within 30 days after receiving written notice thereof;  and  (iii) the other Party ceases business operations, assigns its assets for the benefit of creditors, or files for bankruptcy.

**10.3.    Termination by TriZetto.** TriZetto may terminate this Agreement, or any SOF submitted under this Agreement, without penalty, effective immediately upon written notice to Reseller, if: (i) Reseller breaches any provision in Section 3 Appointment; Restrictions and License or Section 5 Confidentiality Obligations and does not cure the breach within 5 days after receiving written notice thereof; (ii) Reseller fails to pay any amount due to TriZetto hereunder within 10 days after receiving written notice thereof; or (iii) Reseller breaches any material obligation related to TriZetto's Intellectual Property Rights.

**10.4.    Effects of Termination.**

    **(a)    Payment and Rights.**  Upon termination or expiration of this Agreement for any reason: (i) any amounts owed to TriZetto under this Agreement before such termination or expiration will be immediately due and payable; (ii) all rights granted in this Agreement will immediately cease to exist; (iii) Reseller shall promptly discontinue all further use of the TriZetto Marks and Confidential Information; and (iv) Reseller shall promptly discontinue all further marketing, resale, and distribution of the EDI Services and Documentation.

    **(b)    Liquidated Damages**. If Reseller terminates this Agreement pursuant to **Section 10.2(a)** prior to the expiration of the Initial Term, Reseller agrees that TriZetto will suffer damages that are difficult to estimate.  In an effort to liquidate in advance the amount that represents such damages, the Parties have agreed that the amount calculated in the manner specified herein is a reasonable estimate of Gateway EDI's probable loss. Reseller agrees to pay such an amount to

TriZetto as liquidated damages in the event of any such termination. Any recovery pursuant to this section shall in no way limit TriZetto's right to receive any payments due from Reseller pursuant to **Section 7**. Reseller will pay such liquidated damages to TriZetto within 15 days after Reseller's receipt of TriZetto's calculation of the amount due. The liquidated damages amount shall be equal to the total of (i) the average monthly invoice amount for the six months prior to the termination date multiplied by (ii) the number of months, including any pro rata portion of a month, remaining in the Initial Term.

**(c)** **End User Agreements.** TriZetto shall not be obligated to provide EDI Services to any End User beyond the effective date of termination or expiration of this Agreement. However, TriZetto may continue to use End User information provided to TriZetto by Reseller consistent with the terms set forth in **Section 5.4 Reseller Confidential Information**.

**11.** **DISPUTE RESOLUTION.** Subject to each Party's right to seek injunctive or equitable relief for any default under this Agreement, in the event of any dispute, controversy, or claim of any kind that arises under or relates in any way to thisAgreement (a "**Dispute**"), the Parties shall follow the procedures set forth in this **Section 11**. Either Party may at any time notify the other Party of the existence of any Dispute (the "**Dispute Notice**"). Within 10 business days after receiving a Dispute Notice, each Party's designated representatives shall meet (in person, telephonically, or by video conference) and shall attempt to negotiate a resolution to the Dispute within 10 business days. If the representatives are unable to resolve the Dispute within such period, or any additional extension of time that is mutually agreed upon in writing, such Dispute shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each Party shall bear its own costs and expenses relating to the procedures in this **Section 11**, including any arbitration proceedings. Any actions taken under this **Section 11** shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any comparable state provision.

**12.** **GENERAL PROVISIONS.**

**12.1.** **Governing Law.** The Agreement is governed by and shall be interpreted in accordance with the laws of the State of Colorado, excluding its conflicts of laws provisions that might require the application of laws of another jurisdiction.

**12.2.** **Permitted Assignments.** Either Party (the "**Assigning Party**") may assign the Agreement in whole (but not in part) with notice to the other Party (the "**Non-Assigning Party**") to any entity (the "**Assuming Party**") that is a successor to the Assigning Party's business or assets as a result of any (i) merger or corporate reorganization involving the Assigning Party in which the Assigning Party is not a surviving entity, (ii) any sale of all or substantially all of the Assigning Party's assets, or (iii) the acquisition of a majority of the Assigning Party's capital stock or other ownership interests. No other assignment of the Agreement is permitted without prior consent from the Non-Assigning Party and any attempted assignment or delegation without this consent is void. The Assuming Party must agree in writing with the Non-Assigning Party to assume the Assigning Party's obligations under the Agreement. If the Assuming Party is a direct competitor of the Non-Assigning Party, the Assigning Party and the Assuming Party shall take all commercially-reasonable steps to

ensure that none of the Non-Assigning Party's Confidential Information is used by the Assuming Party for any competitive purpose. If the Assuming Party is not as creditworthy as the assigning Party (in the reasonable judgment of the Non-Assigning Party), then the Assigning Party shall guarantee the performance obligations of the Assuming Party under the Agreement.

**12.3.    Notices.** All notices and other communications required or permitted hereunder (other than those involving normal operational matters) shall be in writing. Notices are effective (a) on the date of actual delivery if the notice is delivered personally by a Party, if the notice is delivered by a nationally recognized delivery service that can confirm the date of delivery, or if the delivery is made by the U.S. Postal Service as certified or registered mail and the return receipt confirms the date of delivery; or (b) when the receiving Party confirms receipt if the notice is delivered electronically by facsimile or e-mail. Each Party's address for receiving notices is set forth below the signature block of this Agreement. Either Party may change its address for notice by notifying the other Party of the new address.

**12.4.    Relationship; Third-Party Beneficiaries.** The Parties are independent contractors. The Agreement does not establish any relationship of partnership, joint venture, or agency between the Parties. There are no intended third-party beneficiaries under the Agreement.

**12.5.    Medical Disclaimers.** The EDI Services provided under the Agreement are not medical devices. Any information provided by TriZetto or included in the EDI Services (i) related to medical conditions and their symptoms or treatments is not intended to substitute for professional medical advice, (ii) related to legal or regulatory compliance matters is not intended to substitute for professional legal advice, and (iii) identifying health plans or healthcare services providers is not intended as an endorsement of such plans or providers. Reseller is solely responsible for ensuring that medical information is used under the guidance of competent medical professionals and that legal and compliance information is used under the guidance of competent legal counsel.

**12.6.    Basis of the Bargain.** THE PARTIES HAVE ENTERED INTO THE AGREEMENT AND AGREED TO THE TERMS, FEES, AND PERFORMANCE OBLIGATIONS RELYING ON THE ENFORCEABILITY OF THE LIMITATIONS OF LIABILITY. THE LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THEY APPLY EVEN IF A REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**12.7.    Publicity.** Either Party may publicly disclose the existence of the Agreement and accurately describe the Parties' relationship under it, provided the terms of the Agreement are not disclosed.

**12.8.    Survival of Terms.** Any provisions of the Agreement that expressly or by implication are intended to survive are enforceable against the Parties and their successors and assignees notwithstanding termination. Any termination of the Agreement shall be without prejudice to the terminating Party's legal rights and remedies as provided under the Agreement, including injunction and other equitable remedies, subject to the limitations and exclusions set forth in the Agreement.

**12.9.    Validity.** If any court or arbitrator finds a provision of the Agreement invalid or unenforceable, that provision shall be enforced to the maximum extent permissible, the other provisions of the Agreement shall remain in full force and effect, and the invalid or unenforceable

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provision shall be revised by the arbitrator or court to the extent necessary to render the provision legal and enforceable and consistent with the original intention of the Parties.

**12.10. Interpretation.** The Agreement shall not be construed in favor of one Party or the other, or against one Party or the other, but rather in accordance with its fair meaning.

**12.11. Waiver.** A waiver of any provision of the Agreement is enforceable only if it is signed by the Party against whom enforcement of the waiver is sought. A waiver applies only to the provision of the Agreement expressly waived and only during the period expressly referenced in the waiver. Failure or delay by either Party in exercising any right, power or privilege shall not be interpreted as a waiver of that right, power or privilege.

**12.12. Force Majeure.** If a Party is delayed or prevented from performing a nonpayment obligation due to a cause beyond its reasonable control, then the delay or nonperformance shall be excused until the cause is removed and the period for performance shall be reasonably extended after the cause is removed. These force majeure events include natural disasters, labor or civil unrest or dispute, embargoes, blockages, work stoppages, lockouts, inability to obtain energy, war, terrorism, riots, protests, telecommunications outages, and acts or omissions of the other Party or third parties.

**12.13. Execution.** This Agreement and any related documents requiring signatures may be signed in counterparts. Each counterpart shall be considered an original document, but all of the counterparts together form one document. A reliable reproduction of the signed version of this Agreement, or any other signed document, shall be enforceable to the same extent as the original.

**12.14. Entire Agreement.** This Agreement is the entire agreement between the Parties regarding its subject matter and supersedes and fully integrates all prior and contemporaneous discussions, understandings, and agreements between the Parties regarding its subject matter. Handwritten interlineations to this Agreement are void. This Agreement may be modified only by a written amendment to this Agreement signed by an authorized representative of each Party. This Agreement binds the Parties and each of their successors and permitted assigns. Any supplemental terms included in a purchase order, invoice, or similar document are void and a Party's failure to object to such terms shall not be construed as a waiver of this **Section 12.14**.

**[SIGNATURE PAGE FOLLOWS]**

**To witness their understanding**, the Parties have caused their duly authorized representatives to sign this Agreement on their behalf. Each individual signing below on behalf of a Party personally represents that, to the best of his or her knowledge, he or she has been duly authorized to sign this Agreement on behalf of the Party.

RESELLER: OCHIN, Inc.

By: _____

Name: SUSAN WHITNEY DDS

Title: CFO

Date: 3/31/14

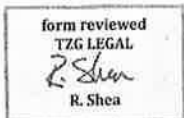**TriZetto Provider Solutions, LLC**

Paul Kaiser

By: Paul Kaiser (Apr 1, 2014)
_____

Name: Paul Kaiser

Title: SVP, Sales

Date: Apr 1, 2014

**Addresses for Notice:**

1881 SW Naito Parkway
Portland, OR 97201
Attention: CFO

501 N. Broadway
St. Louis, MO 63102
Attention: Legal

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# EXHIBIT A

## EDI SERVICES & RATES

1.      During the Term of the Agreement, TriZetto will make the EDI Services listed below available to Reseller for resale to Covered Providers at the rates and fees shown in the Table A-1 below.

**TABLE A-1**

| EDI SERVICES | MONTHLY RATES[1] |
|---|---|
| **EDI SERVICE PACKAGE** | |
| **SWIFT** <ul><li>Unlimited user access to the TriZetto Provider Solutions website</li><li>Unlimited electronic primary and secondary claims</li><li>Unlimited paper primary and secondary claims</li><li>Unlimited electronic remittance advices and online remit view tool</li><li>Unlimited claim status</li><li>Unlimited access to ALL claims management reporting, including New Rejections, Rejection Analysis, Claim File Reconciliation and the Safety Net Report.</li><li>Unlimited user training and support.</li><li>Unlimited customer rules and edits</li><li>Unlimited all payer eligibility</li></ul> | $18 per Provider |

| **ANCILLARY SERVICES** | |
|---|---|
| Patient Statements[2,3] | <ul><li>$0.55 per Statement</li><li>$0.09 for each additional page</li><li>$20.00 Patient Statement Minimum Charge</li></ul> |
| Recall Letters | <ul><li>$0.55 per Letter</li><li>$0.14 each additional page</li></ul> |

| **ADDITIONAL FEES** | |
|---|---|
| Initial Set-up | $0 |
| Provider Add On Fee | $50 |

*Notes:*

*1. Medical Provider means Medical Doctor (MD or DM), Doctor of Osteopathic Medicine (DO), Doctor of Chiropractic (DC), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DMD), Doctor of Osteopathy (DO), Doctor of Physical Therapy (DPT), Doctor of Optometry (OD), Occupational Therapist (OT), , Doctor of Optometry (OPT) and Speech Therapist (ST).*

*2. TriZetto reserves the right to pass on postage increases for Paper Claims and Patient Statements to the End Users.*

*3. For each forward of a statement a National Change of Address (NCOA) fast-forward fee of $.50 will be charged and for each undeliverable address a Coding Accuracy Support System (CASS) a $.05 fee will be charged.*

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## EXHIBIT B

## CREDIT CARD PROGRAM

1.  The Base Bonus and Additional Bonus amounts for CC Processing Services are set forth in the Table B-1 below:

**TABLE B-1**

| Active MIDs | Base Bonus | Providers | Additional Bonus | Total Payout |
|---|---|---|---|---|
| 1 to 1,500 | 5% | 1 to 1,500 | 3% | 8% |
| 1,501 to 2,500 | 8% | 1,501 to 2,500 | 4% | 12% |
| 2,501 or more | 10% | 2,501 or more | 5% | 15% |

2.  **Reseller Obligations.** TriZetto's payment obligations for the Base Bonus and/or Additional Bonus are contingent upon Reseller timely performing the following tasks:

**(a)** Providing dedicated support of the Credit Card Program;
**(b)** Promoting, marketing, and reselling the Credit Card Program to Covered Providers using the www.Reseller.org web site;
**(c)** Promoting the Credit Card Program at Reseller's learning forums, conferences and Covered Provider meetings;
**(d)** Publishing and distributing information regarding the Credit Card Program benefits through email, print collateral, articles and exhibit space at Covered Provider meetings and courses;
**(e)** Offering advertising to TriZetto and TransFirst at a reduced rate for Reseller publications;
**(f)** Collaborating in the identification, creation and execution of proactive target marketing programs to Covered Providers for the Credit Card Program.

3.  **TriZetto Support.** TriZetto shall provide the following support for the Credit Card Program:

**(a)** Provide dedicated promotion and support of the Credit Card Program;
**(b)** Support a credit card service offering through the TriZetto portal for the Covered Providers that may or may not have purchased EDI Services from TriZetto;
**(c)** Offer online payment services through the sale and support of the TriZetto Patient Exchange service;
**(d)** Facilitate delivery of Reseller credit card sale opportunities to TransFirst for completion of a Merchant Agreement;
**(e)** On approximately the 10th day of each calendar month, TransFirst will provide TriZetto with a report showing the Reseller's Base Bonus payments earned during the preceding calendar month. TriZetto will accumulate the respective monthly totals earned over each calendar

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quarter and pay any Base Bonus as set forth in the table above within 30 days of the calendar quarter end; and

**(f)**      Periodically run promotional marketing programs where TriZetto will offer a free card swipe reader to Members if the Members execute a Merchant Agreement with TransFirst by a specified deadline.

**4.**      **Preferred Pricing:** The pricing for the Credit Card Program shall be as follows:

**TABLE B-2**

| FEE | | RATE |
|---|---|---|
| Card Present Rate[1] | | 1.79% |
| Card Not Present Rate[2] | | 2.30% |
| Per Item Pricing | | $ 0.20 per payment transaction |
| Automated Clearing House (ACH)[3] Pricing | | $ 0.30 per ACH transaction |
| Card Swipe Reader | | $79.00 per item |
| Merchant ID ("**MID**") | Office Services | $15.95 per MID per month[4] |
| | Patient Exchange Services | Free in conjunction with Office Services; or $8.95 per MID per month[4] |

*Notes*:
1.   *Retail qualified rate for an in-office based program, within which transactions may be swiped (Card Present) or keyed (Card Not Present).*
2.   *Standard rate for transactions for a 100% Card Not Present program.*
3.   *ACH means the conversion of a paper check to an electronic transaction.*
4.   *All merchant pricing is subject to change. TransFirst is a member of the Visa and MasterCard Associations and is not in control of all of the elements that comprise credit card processing rates. Items outside of TransFirst's management (for example, interchange, assessments, required data elements, etc.) will be passed on all CC Processing Services End Users. TransFirst will communicate any forthcoming changes to TriZetto/Reseller in advance of implementation and will notify the CC Processing Services End Users accordingly. TransFirst will work closely with TriZetto/Reseller to meet the needs of the CC Processing Services End Users, and will manage all pricing and fee issues with flexibility and concern for the protection of the CC Processing Services End Users and their relationship with TriZetto/Reseller. The Merchant Agreement will define each of the fees listed above as well as the provisions and regulations concerning credit card acceptance.*

## EXHIBIT C

## MARKS

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Provider Solutions™

# OCHIN

<u>EXHIBIT D</u>

SALES ORDER FORM

Parent Site Id #: _____                                    Set-up fee: **$0.00**

Name of Practice: _____

Contact name: _____ Title: _____

Specialty:_____

Address: _____ Phone _____

City: _____ State: _____ Zip: _____ Fax: _____

E-Mail Address: _____

Number of Locations: _____ How many Providers/Mid-levels: _____ Monthly claim volume: _____

Go Live Date:_____

What states do they submit government claims to? _____

Medicare States: _____ Medicaid States: _____ BCBS States: _____

Railroad Medicare: ☐ Yes  ☐ No    DMERC: ☐ Yes  ☐ No
If yes, what region: _____

Tricare:  ☐ Yes  ☐ No
If yes, what region: _____

Rural Health UB04's: ☐ Yes  ☐ No
If yes, which Rural Health Carrier? _____

**Please check the box next to the requested EDI service package and ancillary EDI services below:**

| EDI SERVICE PACKAGES | | ANCILLARY EDI SERVICES | | |
|---|---|---|---|---|
| ☐ | SWIFT | ☐ Patient Statements | ☐ | Recall Letters |

# OCHIN Reseller Agreement 040114" History



| | |
|---|---|
| Created: | April 01, 2014 |
| By: | Maureen Thelen (mthelen@gatewayedi.com) |
| Status: | SIGNED |
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Document esigned by Paul Kaiser (paul.kaiser@trizetto.com)
Signature Date: April 01, 2014 - 1:28 PM PDT - Time Source: server - IP address: 75.229.220.30

Signed document emailed to Paul Kaiser (paul.kaiser@trizetto.com) and Maureen Thelen
(mthelen@gatewayedi.com)
April 01, 2014 - 1:28 PM PDT

**Exhibit L**
**Care Everywhere Module**

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

**A.**     **Background.**   Epic and OCHIN are parties to the Epic Agreement, pursuant to which OCHIN has obtained the right to offer Member access to the Care Everywhere module ("Care Everywhere") as an additional component of the System.  This exhibit sets forth the terms on which OCHIN will provide Member with access to and use of Care Everywhere.

**B.**     **Member Consent to Functionality.** Subject to the terms and conditions of this exhibit, OCHIN will implement Care Everywhere, which provides the following functionality:

- Member's employees may query patient records of any Care Everywhere Member.  For purposes of this exhibit, "Care Everywhere Member" means an organization, other than OCHIN and its members, that participates in Epic's Care Everywhere community.

- Member's clinicians may view patient records from Care Everywhere Members.

- Care Everywhere Members may query and view Member's patient records.

Member consents to the uses of patient data described above.

**C . Fees.**   Initially, there is no additional fee for implementation and use of Care Everywhere.  If, in the future, Epic determines to impose fees on OCHIN for use or maintenance of Care Everywhere, OCHIN and Member will either reach an agreement with all members on an appropriate fee structure and amount or will cease the use of Care Everywhere.  If OCHIN chooses to cease use of Care Everywhere for any reason, OCHIN shall give Member 60 days' notice of the intent to cease use of Care Everywhere, and, subject to approval by Epic, OCHIN will continue to allow Members access to Care Everywhere at no charge to Member for 60 days from the date of notice by OCHIN.

**D.**     **OCHIN Responsibilities.**  OCHIN will:

- Create reports of requests by Care Everywhere Members for Member's patient records.

- Comply with requirements of the Epic Agreement relating to Care Everywhere and the attached Rules of the Road established by Epic for use of Care Everywhere (together, as may be amended or supplemented from time to time, the "Epic Requirements"), to the extent applicable to acts or omissions of OCHIN in providing Member access to Care Everywhere.

- Comply with the requirements of section 5(i) of the attached Rules of the Road relating to reporting of violations.  OCHIN will provide audit reports of Care Everywhere violations as requested by Member.

Prior to agreeing to or voting on amendments, changes or supplements to the Rules of the Road established by Epic as specified in Section 7 of Rules of the Road, OCHIN shall consider such proposed amendments or changes at the OCHIN Board level and thereby seek to obtain input from OCHIN members regarding the appropriate response to Epic.

**E.**     **Member Responsibilities.**   Member will:

- Implement procedures, as reasonably requested by OCHIN, to facilitate audit of Member's personnel.

- Take reasonable steps to prevent misuse of Care Everywhere by Member's personnel.

- Comply with the Epic Requirements, to the extent applicable to acts or omissions of Member and its personnel as users of Care Everywhere.

**F.**     **Termination**.   OCHIN may terminate Member's access to and use of Care Everywhere upon termination of this agreement by OCHIN pursuant to Exhibit B or at any time if Care Everywhere is no longer available from Epic on the terms set forth in the Epic Agreement as of the date of this exhibit.  If, however, Epic elects to impose fees on OCHIN for use or maintenance of Care Everywhere and Member and OCHIN are unable to agree on an appropriate fee structure and amount, the termination of Care Everywhere will be pursuant to paragraph D above. Member will terminate its access to and use of Care Everywhere upon termination of this agreement pursuant to Exhibit B.

**G.**     **Disclaimer of Warranties.**   OCHIN makes only those representation and warranties regarding components of the System that Epic makes to OCHIN regarding those components.  Therefore, **OCHIN provides Care Everywhere "AS IS" without any warranty, express or implied, and OCHIN hereby disclaims any and all such warranties including without limitation warranties of merchantability, accuracy, fitness for a particular purpose and title, and any implied warranty against interference with Member's enjoyment of the program property or against infringement.**

### H.    Indemnification.

**1.    Description of OCHIN's Obligations to Epic.**    Under the Epic Requirements, OCHIN, Care Everywhere Members, and Epic are expected to create an Ombudsman Committee, which, along with Epic will help oversee compliance with the Epic Requirements, including without limitation, validating users of Care Everywhere, recommending modifications to the Rules of the Road, determining violations of the Rules of the Road, and establishing appropriate remedies for such violations (such as limiting or removing a Care Everywhere customer's access to Care Everywhere) (collectively the "Oversight Activities"). The Ombudsman Committee may include representatives from Member's organization, OCHIN, Care Everywhere Members, and Epic. Epic would like to protect those customer representatives, their organizations, and Epic from liability for agreeing to help with the Oversight Activities. Therefore, to the extent permitted by the law applicable to OCHIN, OCHIN has agreed to hold harmless, indemnify, and defend Ombudsman Committee Members (and to the extent Epic is providing any Oversight Activities, Epic), and each of their officers, employees, contractors, and agents (collectively the "Indemnitees") from and against any Claim brought by OCHIN, OCHIN's End Users or OCHIN's Patients asserted against the Indemnitees or any of them, arising out of, or in any way connected with the Oversight Activities including without limitation claims based on an Indemnitees' negligence. For purposes of this exhibit: (a) "Claim" means a claim, damage, liability, claim of loss, lawsuit, cause of action, or other claim and includes without limitation, reasonable attorneys' fees; (b) "OCHIN's End Users" means any individual or entity to whom OCHIN provides access to any Program Property (as defined in the Epic Agreement) if the Claim relates to any situation in which the individual or entity had or would have had access to the Program Property through OCHIN; and (c) "OCHIN's Patients" means any patient of OCHIN or OCHIN's End Users or any person making a claim as a result of financial or familial relationship with such patient, in each case if the Claim relates to any situation in which the patient was receiving or seeking medical care from OCHIN or OCHIN's End Users. Capitalized terms used in this paragraph without definition have the meanings given in the Epic Agreement.

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Care Everywhere ("CE") is a tool that allows Epic customers to make patient data available to other Epic customers that also license CE ("CE Customers"). These Rules of the Road ("Rules") are meant to establish the framework for the exchange of patient information between CE Customers, including circumstances under which You may seek patient information from another CE Customer.

For purposes of these Rules, the CE Customer requesting patient information is the "Receiving Customer" and the CE Customer providing the patient information is the "Sending Customer".

1. You agree that patient information You obtain using CE will only be used for the treatment of patients. By making a request for a patient's information using CE, You warrant and represent to the Sending Customer that the patient information You are requesting will be used only for the treatment of that patient. You understand that You may not request patient information using CE for any other purpose, including without limitation, research, marketing, or fundraising purposes. For purposes of these Rules, "treatment" will have the meaning assigned to it under HIPAA (see 45 CFR 164.501), which is currently defined as follows: "Treatment means the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination of management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another."

2. If a CE Customer requests a review of their patient records accessed by You using CE, You agree to fully cooperate with the review, including providing detailed information as to what information You accessed, who accessed it, and why it was accessed, and will provide the requested information within five (5) days of the request.

3. You agree to implement HIPAA compliant security and access measures with respect to providing access to CE functionality which will include, at a minimum:

   a. training CE end-users regarding the appropriate (and inappropriate) use of CE

   b. using individual logins and passwords for each user of the CE functionality; You will not create any shared or public logins or passwords used to access the CE functionality

   c. using and monitoring the audit capabilities of CE

   d. requiring that all patient information obtained using CE be treated as any of Your other clinical documentation/patient information

   e. appointing one employee as Your Care Everywhere Coordinator who will act as Your liaison with other CE Customers and Epic regarding CE, and whose responsibilities will also include timely communication and deployment of information regarding CE within the liaison's organization.

4. You agree that You will not restrict any other CE Customer from obtaining any of the patient information available through the CE Item with the following exceptions:

   (i) Information for a patient You have marked in the system as having opted out of the use of Care Everywhere to transfer Your records for such patient;

   (ii) Information for a patient marked by You in the system as having a specific status that is available in Care Everywhere (e.g. VIP patients) to restrict the transfer of information for patients having such status; or

   (iii) Encounter Summary reports for a patient if You have chosen not to make such information available for any patient via Care Everywhere.

5. CE creates a community of users, all with the same goal of improving patient care by making additional patient information available to other providers. It is critical that all CE Customers cooperate with each other regarding issues that may arise regarding use of CE. As such, it is not Epic's role to act as a policing authority to enforce these Rules. At the request of a majority of the CE Customers, Epic and the CE Customers will work together to define and create a committee to oversee compliance by CE Customers with the Rules of the Road (the "Ombudsman Committee"). However, until such time as an Ombudsman Committee is created and implements a new procedure to enforce the Rules of the Road, if You believe that another CE Customer has violated these Rules and are unable to resolve the issue with such customer, then the following procedure will apply ("Review Procedure"):

   (i) You may file a petition with Epic that identifies the CE Customer allegedly in violation and includes a complete description of the alleged violation and any supporting documentation.

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(ii) All CE Customers named in the petition agree to cooperate with any investigation conducted concerning violations.

(iii) For purposes of the use of CE only, Epic will determine, in its sole discretion, whether a violation occurred and the appropriate CE remedy for such violation, which may include, without limitation, permitting individual CE Customers to elect to discontinue exchanging information with the individual who violated the requirements (if possible) or with the CE Customer in violation or entirely removing the CE Customer in violation from the CE community (either permanently or for a specified period of time). You agree to accept Epic's decision and to permit Epic to modify any configurations in Your system to carry-out its decision. You agree not to sue Epic, its officers, employees, contractors, or agents with respect to Epic's action or inaction in the Review Procedures, including without limitation, Epic not removing a CE Customer from the CE community, or Epic removing You or another CE Customer from the CE community, or any harm to a patient because You or Your end users do not have access to the patient's information as a result of Epic's action or inaction.

(iv) You will use disciplinary procedures with respect to inappropriate use of CE information in the same manner as You do for inappropriate use of Your own similar information.

6. You acknowledge and agree that any Epic customer using CE is a third party beneficiary of these Rules of the Road and shall have the right to enforce any violations of them in the same manner as if such Epic customer had a direct contract with You containing these Rules of the Road. Each CE Customer's rights with respect to a violation of the Rules of the Road are not limited by any remedies provided in the Rules of the Road. This provision may not be modified by the Ombudsman Committee.

7. These Rules of the Road are expected to be continually refined. Changes to the Rules of the Road may be proposed by Epic, or the Ombudsman Committee if one is created, from time to time and put to a vote of all the CE Customers. Epic, or the Ombudsman Committee, will inform the Care Everywhere Coordinator of each CE Customer of the results of the vote, and if Epic and a majority of the CE Customers approve a proposed rule (at an advisory committee, at UGM, or otherwise), then the Rules of the Road will be amended to include the proposed changes and will apply automatically to all CE Customers. Each Care Everywhere Coordinator will communicate the result and effect of the vote within the coordinator's organization. The updated Rules will be posted on Epic's user web site for use of CE and generally will be effective forty-five (45) days after the date of posting unless the change, in Epic's determination, is meant to address an issue of immediate concern.

Capitalized terms used in this attachment without definition have the meanings given in the Epic Agreement.

**Help Desk / Work Orders Responsibilities and Expectations**

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

## Overall Process

OCHIN members are supported by their organizations' subject matter experts as a first level of assistance with OCHIN systems. Larger member organizations additionally have an application help desk as a second level of assistance. A third level of assistance is the OCHIN Help Desk, which monitors requests received through OCHIN's work order management system (called work orders) and maintains a centralized Help Desk phone during extended office hours.

Once a problem or request is entered in the work order management system, it is assigned to the OCHIN technician responsible for the type of assistance needed. The OCHIN technician will assess the request and either manage it to conclusion—or, if reassignment is required, ensure an effective handoff for another technician's attention and management to completion. All activities documented in the work order are date/time stamped by the handling technician.

## Work Order Management System

A work order management system is used by member organizations to request information, solutions, and services from OCHIN. It is used by OCHIN staff to receive member requests, document status as the request is being worked, and communicate resolution. It is OCHIN's goal to manage and fulfill requests through this system in a way that ensures quality work and reasonable and responsive outcomes.

Work order requests that are determined to be development project requests will be classified in the work order management system as a project. An e-mail will be sent to the requestor indicating that the work order is being reclassified in the system and will be handled as a development project. Development projects are subject to OCHIN's review, prioritization, schedule, and if applicable, statement of work process.

## Member Responsibilities and Expectations

- Provide first level of support, and in some instances, second level help desk support to their organization.

- Use OCHIN's electronic work order process as the primary mode of communication for work order request and other support needs.

- During Member's business hours, only use OCHIN Help Desk phone for critical or high-level issues and/or unique support situations. The issue must still be entered into the work order management system.

- Use OCHIN's electronic work order process appropriately and follow all written work order management policies and procedures provided to Member.

- Assign the appropriate priority level to work order request(s) *(see Acknowledgement and Prioritization Expectations/Standards section below)*

- Ensure that work order requests are clear, concise, and include the 6 w's:

  ¤ Who (user name, Epic ID, and role)

  ¤ What (what happened and what were you expecting to happen?)

  ¤ When (date/time)

  ¤ Why (if known)

  ¤ Where (clinic, workstation/printer ID, field, as appropriate; screen-print if needed for clarification or example)

  ¤ Workaround (is there one, or is the problem causing a work stoppage?)

- Respond timely to OCHIN's reasonable request for additional information or actions (e.g. requested information, testing, clarification, etc.). Failure to appropriately and timely respond to OCHIN's reasonable requests (e.g. additional information, testing, clarification, etc.) may cause due dates to be revised.

## OCHIN Responsibilities and Expectations

- Provide 2nd level or 3rd level help desk/work order support via electronic work order management process and OCHIN Help Desk phone.

- Maintain a centralized Help Desk phone during extended office hours.

- If necessary and with Member's approval, modify the priority level assigned by Member for Member work orders to reflect the appropriate prioritization standard (as described below).

- Review all incoming work orders to ensure that critical and high priority work orders are handled within the below acknowledgement and initiation of action timeline expectations.

- Combine duplicate work orders into the original work order and close the second one with appropriate documentation.

- OCHIN/Member correspondence and communication regarding a work order will be documented in the work order management system.

- Any time that a work order is transferred from one OCHIN analyst to another, OCHIN will send the requestor an e-mail notifying them of the change.

- After 10 business days of no response from Member for additional information, OCHIN can close a work order request. Before closing the work order, OCHIN will contact Member by telephone or e-mail for second and third requests for information.

**Acknowledgement and Prioritization Expectations/Standards**

OCHIN will use reasonable efforts to provide support services in accordance with the prioritization of reported problems described below for those support functions provided directly by OCHIN personnel. The initial determination of priority shall be made solely by Member in its reasonable discretion. As specified in the OCHIN and Epic Agreement, certain support and maintenance services are provided by Epic rather than by OCHIN personnel. Epic's commitments to OCHIN regarding response times are provided below for reference, but are not guaranteed by OCHIN.

As part of the initiation of action phase, OCHIN will conduct an initial analysis of the issue/problem and determine a tentative resolution and/or workaround due date that will be shared with Member. Upon receipt of the due date and within 24 hours, Member will agree or disagree with the due date (failure to do so, will be an indication of agreement with the due date). If Member disagrees with the due date, the parties shall promptly escalate the issue to the Chief Operating Officer of OCHIN and the equivalent officer of Member's organization. The goal is to have OCHIN and Member mutually agree on reasonable due dates.

Since some Member requests may require enhancements to the System, involve specialty builds or pre-scheduled imports, or otherwise require extensive consultation between the requestor (Member) and OCHIN or between Epic and OCHIN, due dates can be revised following analysis or unforeseen problems. Whether it is the initial or revised, the goal is to have OCHIN and members mutually agree on due dates. Requestor's failure to timely respond to OCHIN's reasonable request (e.g. request for information, testing request, clarification request, etc.) may cause additional due date changes. All due date changes are documented in the work order management system for direct and immediate communication to Member.

**Level 1 – Critical**: Problem either stops normal processing and impacts one or more clinics, or threatens the quality of clinical data.

> **OCHIN** – Reasonable efforts will be made to acknowledge the problem within 1 hour, initiate action immediately thereafter, and resolve the problem within 8 hours. If a Level 1 problem occurs, OCHIN personnel shall diligently and continuously work on resolving the problem (before, during and after normal business hours) and if the problem cannot be promptly resolved, OCHIN shall escalate its response and commit additional and more experienced personnel to resolving the problem.

> **Epic Commitment to OCHIN** – After being notified of the issue/problem by OCHIN, acknowledgement of the problem within 1 hour and initiation of action immediately thereafter

Note: A critical problem should be phoned into OCHIN immediately, followed by entry into the work order management system. Phone: 1-503-943-2502.

Examples:

- Epic System is unavailable, not available to any of your staff.

- Connectivity is down and not available at one or more member clinics.

- Overall system performance is substantially impaired

**Level 2 – High:** Problem impacts a component of normal processing—making that portion of Epic unusable—at one or more clinics.

> **OCHIN** – Reasonable efforts will be made to acknowledge the problem within 4 hours, initiate action within the same day, and resolution within 1 business day.

> **Epic Commitment to OCHIN** – After being notified of the issue/problem by OCHIN, acknowledgement of the problem within 4 hours and initiation of action within the same day

Examples:

- Discovered Members could do self-pay posting across Member organizations

- Claims batch does not run

**Level 3 – Normal**: Problem is of routine nature and does not substantially impact the use of Epic at one or more clinics.

> **OCHIN** – Reasonable efforts will be made to acknowledge the problem within 1 business day and initiate action within 5 business days.

> **Epic Commitment to OCHIN** – After being notified of the issue/problem by OCHIN, acknowledgement of the problem within 1 business day

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- Routine adds/changes to system (e.g., new internal use code, fee schedule adds, address change, new chart station, new payor plan)

- Add new user/change user security

- Add provider to master file

- Inquiries about how to use the System or potential new uses (e.g., a new flag)

- Inactivate a user (may be escalated to high or critical as required)

- Requests for additional training

- A downed printer that does not stop daily processing (e.g., Provider View Schedule, Daily Arrival Report)

- Issues with reports

**Level 4 – Low**: Problem is of minor nature and does not substantially impact the use of the System by individual or departmental group of users.

**OCHIN** – Reasonable efforts will be made to acknowledge the problem within 1 business day and initiate action within 10 business days.

**Epic Commitment to OCHIN** – After being notified of the issue/problem by OCHIN, acknowledgement of the problem within 1 business day

Examples:

- Letters for follow-up appointments (new functionality)

- Remove provider from provider table

**Exhibit N**
**Third-Party Contracts**

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

License agreement with Gateway EDI (Trizetto) dated 3/7/2011 to provide electronic clearinghouse services.

CPU-to-CPU Interface Agreement with Quest Diagnostics Incorporated/LabCorp or Laboratory Services HUB Agreement with Quest Diagnostics Incorporated (relating to lab interface)

First Databank Standard License Agreement with First Databank, Inc. (relating to medication file)

Master Software License, Services and Support Agreement with Hyland Software, Inc., and related business associate agreement (relating to document management)

Prescriber Aggregator Master Agreement with SureScripts, LLC, and related Information Use and Disclosure Agreement (relating to pharmacy interface)

License Agreement by and between OCHIN, Inc., and Intelligent Medical Objects (relating to Personal Health Terminology product)

Services Agreement with Pentaho Corporation (relating to online reporting)

Software License and Services Agreement with 3M Company (relating to medical necessity dictionaries)

Any trading partner agreements included in Exhibit J

Data Conversion and Archive Agreement with HealtheFormatics

Section 22.1~~21.~~2 of Exhibit B describes Member's obligations with respect to these third party contracts.

*See attached information*

The following product recommendations are compatible with the OCHIN delivery system; variations exist but need to be tested extensively prior to a clinic's go-live. Use of other solutions that have not been supported in the past on the OCHIN system could cause issues that may delay or impair your operations.

## *August 26, 2016*

**Important: This list is subject to change without notice.  Please contact your project manager for the latest version prior to ordering new or replacement hardware.**

### *Prices and availability can change at any time.*

Many of our customers use Zones as a OCHIN. Because of this, we give the manufacturer and Zones part numbers. The reduced prices quoted below can be accessed by emailing TeamOCHIN@Zones.com.

For more information on the hardware recommendations please email osp@ochin.org or call our main telephone number and ask to speak anyone on the OCHIN Savings Program team.

**Workstation <u>Minimum</u> Requirements**

- Intel Core i3 2.3 GHz processor
- 4 GB of system memory
- LCD 24" Widescreen display with 1680x1050 (native resolution)
- Windows 7, Windows 8.1, or Windows 10 (Professional or Enterprise)

To allow for future expansion of the desktop interface from our primary EMR vendor, OCHIN recommends purchasing monitors and computers that support a minimum resolution of 1680x1050 and widescreen monitor size of LCD 24".  Please verify that they will fit in the area where your staff are working.

**From Epic's Monitor Recommendations for Outpatient Clinics:**

*As resolution and monitor size increase, the system automatically enables widescreen features that will make the user more productive. The available features for differing monitor sizes are illustrated in the following chart. The dual-pane navigator is enabled only if a clinician opts to use the widescreen view.*

| Resolution | Typical Size | Behavior |
|---|---|---|
| 1920x1080 or 1920x1200 | 24 inches | Dual-pane navigator and sidebar (in widescreen view) |
| 1680x1050 | 20-22 inches | Dual-pane navigator and sidebar (in widescreen view) |
| 1280x800 | 17 inches | Single-pane navigator and sidebar |
| 1024x768 | 15 inches | Single-pane navigator and no sidebar |

Although monitors 20 inches and larger support the dual-pane navigator and sidebar, a typical 24-inch monitor displays a larger clinical workspace than a 20-inch monitor because it supports a resolution of 1920x1080 (or 1920x1200).

**Recommendations**

The following product recommendations are 100% compatible with the OCHIN delivery system, however variations exist and a product may be made obsolete over time.  Because of this, any product not explicitly listed in this guide will need to be tested extensively prior to a clinic's go-live. Use of other solutions that have not been supported in the past on the OCHIN system could cause issues that may delay or impair your operations.

## Workstations

| Description | Mfg. Part and Zones Part Numbers: |
|---|---|
| | |

O-1

| Lenovo ThinkCentre M700 10HY - Core i3 6100T 3.2 GHz, 4 GB RAM, 500 GB HDD, Intel HD Graphics 530, Gigabit Ethernet, Windows 7/10 Pro 64-bit, 3 year onsite warranty | Mfg. Part: 10HY0020US<br>Zones Part: 003581721<br>Price: $482.01 |
| --- | --- |

## Monitors

| Description | Mfg. Part and Zones Part Numbers: |
| --- | --- |
| Samsung 24in 1920x1080 VGA/DVI LED Monitor, 3year warranty | Mfg. Part: S24E200BL<br>Zones Part: 003039216  Price: $136.04 |

## Laser Printers

| Description | Mfg. Part and Zones Part Numbers: |
| --- | --- |
| HP LaserJet Enterprise M605x Printer, B/W, duplex, laser, A4, legal, more, 1200 dpi, 58 ppm, capacity: 100-sheet multipurpose, 500sheet tray x2, USB 2.0, Gigabit Ethernet, 225k monthly duty cycle | Mfg. Part: E6B71A#BGJ<br>Zones Part: 002844361<br>Price: $1,545.78 |
| HP 500 sheet input paper for M605 | Mfg. Part: F2G68A<br>Zones Part: 002868047  Price: $240.38 |
| HP LaserJet Enterprise M506dn, B/W, duplex, laser, plain, more, 1200 dpi, 45 ppm, capacity: 100-sheet multipurpose, 550-sheet tray x2, USB 2.0, Gigabit Ethernet, 150k monthly duty cycle | Mfg. Part: F2A69A#BGJ<br>Zones Part: 003269812<br>Price: $552.72 |
| HP 550-sheet paper tray for M506 | Mfg. Part: F2A72A<br>Zones Part: 003345178  Price: $195.15 |
| Dell B2360dn Laser Printer, B/W, duplex, laser, plain, more, 1200 dpi, 40ppm, capacity: 50sheet multipurpose, 250-sheet tray, USB 2.0, Gigabit Ethernet, 80k monthly duty cycle | Mfg. Part: HJMR9<br>Zones Part: 000107720<br>Price: $217.35 |
| Dell 550-sheet lockable paper tray for B2360dn | Mfg. Part: 00162805 SPO<br>Zones Part: 003268768NEW Price: $287.86 |

## Multi-function Printers

☐ Note that OCHIN supports the following MFP devices for printing; not faxing or scanning.

| Description | Mfg Part and Zones Part Numbers: |
|---|---|
| Kyocera M3550idn *(Microfont printing not tested)* | Mfg. Part: 1102NM2US0<br>Zones Part: 002251614 Price:<br>$1784.80 |
| Kyocera 500 sheet media input tray | Mfg. Part: 1203NY7US0<br>Zones Part: 004140651  Price:<br>$278.36 |
| Konica BizHub 223 | Mfg. Part: Unknown Zones<br>Zones Part: N/A  Price:<br>N/A |

## Label Printers

- You only need to purchase one brand of label printer. OCHIN recommends the Zebra GX 420t or the Intermec PC43t (**300dpi**) with the Ethernet print module.
- The DYMO LabelWriter SE450 has been discontinued as of 01/2015 and is no longer on the recommended hardware list. DYMO does not currently have a replacement for the SE450. **Zebra**

| Description | Mfg Part and Zones Part Numbers: |
|---|---|
| Zebra GX 420d  Label Printer | Mfg. Part: GX42-202410-000<br>Zones Part: 03475730 Price:<br>$467.39 |
| Zebra GX 420t  Label Printer | Mfg. Part: GX42-102410-000<br>Zones Part: 03475723 Price:<br>$522.78 |
| Zebra Label, PPRO 4000D 2.25 X 1.25 (2000/LB 6/CS) SYNTHETIC POLY | Mfg. Part: 10010063<br>Zones Part:   02838361 Price:<br>$92.41 |

**Intermec**

| Description | Mfg Part and Zones Part Numbers: |
|---|---|
| Intermec PC43t – 300dpi (***203 dpi is not compatible***) | Mfg. Part: PC43TA00100301<br>Zones Part:  03613387  Price:<br>$521.19 |
| Intermec Ethernet Print Module – Print Server | Mfg. Part: 203-183-410<br>Zones Part:   03635798  Price:<br>$83.26 |
| Intermec Duratherm III - labels - 9600 pcs | Mfg. Part: E15532<br>Zones Part:   01527257  Price:<br>$69.23 |

## Back Office Scanning

☐ **PLEASE NOTE**: In addition to the OnBase Scanning / Indexing license, you must also purchase the KOFAX VirtualReScan Elite Desktop license with any scanner that will be used with Epic.  ☐ Contact OCHIN for the OnBase Scanning and Indexing licensing costs.

| Description | Mfg Part and CDW Part Numbers: |
|---|---|

| Fujitsu fi-7160 Document Scanner - USB | Mfg. Part: PA03670-B055 Zones Part: 001518402 Price: $ 901.31 |
|---|---|
| KOFAX VirtualReScan Elite Desktop license **(required to scan documents into Epic)** | Mfg. Part: VP-D005-0001 Zones Part: 002124690 Price: $ 430.19 |

## Front Desk Scanning

- Contact OCHIN for the OnBase Front Desk Scanning licensing costs.
- Needs to be TWAIN enabled

| Description | Mfg Part and Zones Part Numbers: |
|---|---|
| Xerox DocuMate 3115 *Duplex: YES* | Mfg. Part: XDM31155M-WU Zones Part: 03049154 Price: $299.85 |
| Xerox Travel Scanner 150 *Duplex: NO* | Mfg. Part #: XTRAVEL-SCAN150 Zones Part: 03926848 Price: $65.60 |

## Electronic Signature Pads

- Note that this is the only supported e-signature pad
- Needs to be associated with a specific COM Port on the computer

| Description | Mfg Part and Zones Part Numbers: |
|---|---|
| Topaz Model #: T-LBK462-BSB-R-SigGem 1X5 LCD | Mfg. Part: T-LBK462-BSB-R Zones Part: 05432178 Price: $369.69 |

## Webcams for Patient Photos

- Needs to be a TWAIN-enabled camera or utilize generic TWAIN video driver that recognizes any webcam source and makes it TWAIN: http://eztwain.com/generic_video_twain.htm

| Description | Mfg Part and Zones Part Numbers: |
|---|---|
| Microsoft LifeCam HD- 3000 Webcam | Mfg. Part: T4H-00002 Zones Part: 03501302 Price: $28.25 |
| Microsoft LifeCAM Studio | Mfg. Part: Q2F-00013 Zones Part: 03837631 Price: $71.03 |

## Revision History:

05-10-16: Added Windows 10 Pro or Enterprise as supported operating systems

07-     13-16: Added details from Epic's Monitor Recommendations for Outpatient Clinics guide

08-     26-16: Updated vendor email address, refreshed pricing and availability for all recommended devices, removed stand-alone Ethernet print servers (all recommended devices other than PC43t have built in)

# Exhibit P
# Pricing

*Exhibit P is attached hereto and incorporated here by reference.*

| 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/Set Up Fees which includes all Cache and Scanning and Other applicable licenses. | PM and EMR visists | | $ 1,149,572 | | $ 511,773 | Estimate based upon current visit volume |
| Data Conversion (placeholder estimate) | | | $ 87,625 | | $ - | Conversion Guide - we will need to scope to final |
| Sub-Total - Implementation Fee payable to OCHIN - Please refer to Page 1 of Contract | $ 1,237,197 | | | | | |
| Sub-Total - Forecasted Annual Maintenance Fee payable to OCHIN - Please refer to Page 1 of Contract including changes to fees based upon annual increases and actual utilization | $ 551,973 | | | | | |
| Travel for OCHIN staff (reimbursed at cost) - Rebursed to OCHIN | | | $ 75,000 | | $ - | |
| Data Archiving Solution: HealtheFormatics - subcontract under OCHIN Master Contract - pass through | | | $ 64,900 | | included in above maintenace | 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** | | | $ 1,562,676 | | $ 511,773 | |
| **Total Contracted Due to OCHIN on Master Contract** | | | $ 1,237,197 | | $ 551,973 | |

| 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/Optometry | 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** Santa Barbara County Public Health

| Jan-17 |

**OCHIN**

This is confidential information intended for the recipient only

**LICENSE PURCHASE & IMPLEMENTATION FEE**

| | | | | PM | | | EMR | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| | | | # of Visits | **110,000** | | # of Visits | **110,000** | | 0 |

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.

| | | | $ per visit | | | $ per visit | | | |
|---|---|---|---|---|---|---|---|---|---|
| **EPIC APPLICATION SOFTWARE** | | | **$ 2.50** | $ 275,000 | | **$ 4.00** | $ 440,000 | $ | 715,000 |
| OCHIN implements the Epic suite of products. Included in the practice management | | | | | | | | | |
| purchase is Prelude (registration), Cadence (scheduling), Resolute (Claims). Epic's EMR | | | | | | | | | |
| product is EpicCare. The data agregation software Acuere is also implemented. | | | | | | | | | |
| **CENTRAL HARDWARE** | | | | Included | | | Included | | Included |
| OCHIN has one centralized hardware configuration used for all OCHIN members. This allows | | | | | | | | | |
| you to not have to maintain hardware at your site and allows for a Master Patient | | | | | | | | | |
| Index. | | | | | | | | | |
| **IMPLEMENTATION TRAINING PACKAGE** | | | | Included | | | Included | | Included |
| 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. | | | # of license | | | # of license | | | |
| **LICENSE PACKS** | $ | **1,350** Each | 127 | $ 170,775 | | 63 | $ 85,388 | $ | 256,163 |
| This pack fee includes Cache, Windows Client Access License, Terminal Server | | | | | | | | | |
| Client Access License and Citrix License fee. These are concurrent licenses. | | | | $ 170,775 | | | $ 85,388 | $ | 256,163 |
| Therefore, when you add EMR, you only have to buy an incremental number of additional licenses. | | | | | | | | | |
| | | | # of license | | | | | | |
| **REPORTING (CLARITY DESIGNER & SCHEDULER)** | **$805** | Designer License | 3 | $ 2,415 | | | | $ | 2,415 |
| Under the contract, the clinic is required to purchase at least one designer license. | **$575** | Scheduler License | 12 | $ 6,900 | | | | $ | 6,900 |
| Depending upon clinic desires, they may want to purchase more designer licenses and | | | | | | | | | |
| also a scheduler license. OCHIN can help determine your needs. | | | | | | | | | |
| **DOCUMENT MANAGEMENT SOLUTION** | | | | | | | | | |
| 1 High Capacity Scanning station licenses (1 needed per scanner used) | | Each scanning station | | | | # of license | | | |
| Includes Hyland's Workstation Client, Disconnect Scan Client and NOT Kofax licenses | | **$2,440** | | | | 6 | 14,640 | $ | 14,640 |
| 1 "Indexing Only" station license (1 needed per scanner used) (+25,000 visits) | $ | **711** | | | | 4 | 2,844 | $ | 2,844 |
| Front Desk Integrated Scanning License - 1 Seat | $ | **1,500** | | | | 35 | 52,500 | $ | 52,500 |
| 1 license needed per workstation using this function | | | | | | | | | |
| This is used to scan ID cards, Insurance Cards, Consents, etc.. | | | | | | | | | |
| | | Each concurrent user | | | | # of license | | | |
| Concurrent viewing licenses (about 6 users per 25,000 visits) | | **$462** | | | | 25 | 11,550 | $ | 11,550 |
| **ROI MODULE** | | | | | | | | | - |
| Release of Information to external users | | | | | | | | | |
| Needed to run OCHIN Link | | | | | | 1 | - | 0 | 0 |

| **LAB INTERFACES** | | | QUEST | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 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** | | | | | | | | | |
| Aspyra | | | Internal-clinical lab | | | 17,600 | 17,600 | | |
| Quest Lab - Included in Install | | | Internal | | | - | - | | |
| Beaker Lab (Cottage Hospital) | | | Cottage | | | 20,350 | 20,350 | | |
| Orchard Lab (Public Health) | | | Internal-Public Health lab | | | 12,650 | 12,650 | | |
| CAIR Immunization Interface | | | | | | - | - | see below | |
| E-CHDP | | | | | | 7,500 | 7,500 | | |
| Sun- RX Pharmacy Interface | | | | | | 15,400 | 15,400 | | |
| | | | | | | - | | | |
| **California STATE IMMUNIZATION INTERFACE** | | | | | $ | 960 | $ 960 | | |
| **OCHINLINK INTERFACE** | | | | | $ | 500 | $ 500 | | |
| YES - They purchased OCHIN Link | | | | | | | | | |
| **OTHER INTERFACES and INTEGRATED DEVICES** | | | | | | - | - | To be scoped at a later time | |
| Medical Devices Named Here | | | | | | | | | |
| **Cen-Cal Flat File Eligibiilty** | | | | | | 6,700 | 6,700 | Standard 340b file with ADT and Fla | |
| **MYCHART INSTALLATION** | | | | | | | Included | | |
| **CLEARINGHOUSE MANAGEMENT FEE (PM) One Time** | $ **20.00** | 85 | | $ 1,700 | | $ 1,700 | $ 3,400 | | |
| Covers maintenance of direct connects and E-Remits, all eligibility loads (270/271) | | | | | | | | | |
| **FACILITIES CHARGE** | **$2,500** | | | | | 2,500 | $ 2,500 | | |
| This fee is in recognition of the Capital Investment made by OCHIN | | | | | | - | - | | |
| **DATA CONVERSION** | | | | | | 87,625 | 87,625 | See Data Conversion Tab | |
| Data conversion is clinic specific and is billed at time and materials. OCHIN can help | | | | | | | | | |
| the clinic estimate this charge. Standard demographic information is included in the implementation fee. | | | | | | | | **BUDGET** | |
| | | | | $ 456,790 | | $ 780,407 | $ 1,237,197 | Core Implementation | |
| | | | | | | | $ 75,000 | Approximate travel costs | |
| | | | | | | | $ 64,900 | HealthcFormatics SOW - Pass thru | |
| | | | | | | | $ 1,377,097 | Total Implementation Costs | |

## MONTHLY ON-GOING MAINTENANCE CHARGES

| | | PM | | | EMR | | | TOTAL | |
|---|---|---|---|---|---|---|---|---|---|
| | Per Visit | MONTHLY | ANNUAL | Per Visit | MONTHLY | ANNUAL | | MONTHLY | ANNUAL |
| **HARDWARE AND SOFTWARE MAINTENANCE FEE (PM & EMR)** | $ 2.25 | $ 20,625 | $ 247,500 | $ 1.60 | $ 14,667 | $ 176,000 | $ | 35,292 | $ 423,500 |
| Covers maintenance of EPIC, Central Hardware and Software Maintenance | | | | | | | | | |
| OCHIN central hardware staff and hardware replacement. | | | | | | | | | |

### DOCUMENT MANAGEMENT FEE (EMR)

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Covers scanning station annual license maintenance | Scanning Station | $ | 249 | | $ | 125 | $ | 1,494 | $ 125 $ | 1,494 |
| Covers indexing station annual license maintenance | Scanning Station | $ | 75 | | $ | 25 | $ | 300 | $ 25 $ | 300 |
| Front Desk Integrated Scanning | Scanning Station | $ | 300 | | $ | 875 | $ | 10,500 | $ 875 $ | 10,500 |
| Concurrent viewing annual licenses maintenance | Concurrent (8) | $ | 83 | | $ | 173 | $ | 2,075 | $ 173 $ | 2,075 |
| Scanned material Storage fee (based on visit volume - see grid in contract) | | $2,500 | | | $ | 208 | $ | 2,500 | $ 208 $ | 2,500 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **OCHINLINK INTERFACE MAINTENANCE** | | | $ 500 | $ 6,000 | $ 500 $ | 6,000 | | |
| **CA STATE IMMUNIZATION INTERFACE** | | | $ 100 | $ 1,200 | $ 100 $ | 1,200 | | |
| **LAB INTERFACE MAINTENANCE:** | | | | | | | | |
| Aspira | | | $ 293 | $ 3,520 | $ 293 $ | 3,520 | | |
| Quest Lab - Included in Install | | | $ 400 | $ 4,800 | $ 400 $ | 4,800 | | |
| Beaker Lab (Cottage Hospital) | | | $ 339 | $ 4,070 | $ 339 $ | 4,070 | | |
| Orchard Lab (Public Health) | | | $ 211 | $ 2,530 | $ 211 $ | 2,530 | | |
| CAIR Immunization Interface | | | $ 100 | $ 1,200 | $ 100 $ | 1,200 | see above |
| E-CHDP | | | $ 42 | $ 500 | $ 42 $ | 500 | in scoping |
| Sun RX - Pharmacy Demographics | | | $ 257 | $ 3,080 | $ 257 $ | 3,080 | in scoping |
| 340b ADT and Flat file | | | $ 146 | $ 1,750 | $ 146 $ | 1,750 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **MEDICATION FILE MAINTENANCE** | Providers | 85 | $ 708 | $ 8,500 | $ 708 $ | 8,500 | |
| First DataBank - medication file fee - per provider/year ••• | | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **CPT ANNUAL LICENSES (REQUIRED TO BE PURCHASED BY MEMBER FROM AMA)** | | | $ 3,000.00 | $ 36,000 | $ 3,000.00 $ | 36,000 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **CONNECTIVITY FEE (TBD)** | Billed at Actual | - | - | 960 | 11,517.48 | $ 960 $ | 11,517 |
| Information is needed to assess the ongoing connectivity fee and begin the process at the time of OCHIN contract signature | | | | | | | |
| This information includes, physical address of circuit location, an onsite phone number (ex: fax/phone number) and contact person and related information | | | | | | | |
| To ensure optimum connectivity OCHIN requires the use of an MPLS circuit as a primary means of connectivity. The monthly cost will vary | | | | | | | |
| based on the physical location of the member | | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **INTERNET BACK UP CONNECTIVITY** | - | - | | | - | - |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **MYCHART** | $ | 2.60 | per Annual active patient license | | | | |
| **HAIKU** | Handheld Mobile Access for Android & iPhone | $ | 60.00 | Set up on a per Provider basis | 85MD | Worst case if every provider wanted this | |
| **CANTO** | iPad Mobile Access | $ | 60.00 | Set up on a per Provider basis | 85MD | Worst case if every provider wanted this | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Patinet Archive-Health e formatics** | | | | | | |
| Annual License | $ | 5,000.00 | | $ 1,530 | $5,000 | |
| Annual Support and Maintenance | $ | 2,500.00 | | $ 1,530 | $2,500 | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **CLEARINGHOUSE FEE** | Billed at Actual | $18 per provider per month from Trizetto | | $ 1,530 $ | 18,360 | actual number |
| Depends on the volume and make up of payors; $.50 per patient statement and $.09 for each additional page | | | | $ 477.50 $ | 5,730.00 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **EPIC CLARITY DESIGNER MONTHLY MAINTENANCE** | $22 per license | | 66 | 792 | | $ 66 $ | 792 |
| **EPIC CLARITY SCHEDULER MONTHLY MAINTENANCE** | $13 per license | | 156.00 | 1,872 | | $ 156 $ | 1,872 |
| Monthly invoices are usually sent 15 days following the end of the month. | | | $ 20,847 $ | 250,164 | $ 23,128 $ 277,536 | $ 43,043 $ | 559,290 |
| Invoices are due within 10 days of receipt. | | | | | | | |

| | | | |
|---|---|---|---|
| **Total Budget** | | $ | 559,290 |
| **Total Paid to OCHIN** | | $ | 511,773.00 |

---

| | |
|---|---|
| 0 # of EKG's (existing) | **Process** |
| 0 # of EKG's (new) | 1. Complete the Midmark license order form |
| 0 # of Spirometers (existing) | 2. Work with Midmark CX to complete the device setup |
| 0 # of Spirometers (new) | 3. Midmark will notify OCHIN once setup is complete |
| | 5. OCHIN will create a SOW for the integration |
| | 4. Member returns approved SOW **and** list who will be accessing the machine |
| | 5. OCHIN will complete the integration and security template setup |

### Midmark Device Cost

| QUANTITY | ITEM # | DESCRIPTION | PRICE | TOTAL | |
|---|---|---|---|---|---|
| 0 | | **Midmark EPIC ECG Device** | $3,500.00 | $ | - |
| 0 | | **Midmark EPIC SPIRO Device** | $2,300.00 | $ | - |
| | | | **Sub-Total Setup Fees** | $ | - |

### Midmark Device Setup

| QUANTITY | ITEM # | DESCRIPTION | PRICE | TOTAL | |
|---|---|---|---|---|---|
| 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

| QUANTITY | ITEM # | DESCRIPTION | PRICE | TOTAL | |
|---|---|---|---|---|---|
| 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

| QUANTITY | ITEM # | DESCRIPTION | PRICE | TOTAL | |
|---|---|---|---|---|---|
| 0 | N/A | Midmark Device Integration (EKG or Spiromiter) | $2,750.00 | $ | - |
| 0 | N/A | Midmark Device Integration (EKG or Spiromiter) - Annual Maintenance | $600.00 | $ | - |
| | | | | | |
| | | Sub-Total Setup Fees | | $ | - |
| | | Sub-Total Annual Maintenance | | $ | - |
| | | | | | |
| | | Total Setup Fees | | $ | - |
| | | Total Annual Maintenance | | $ | - |

| Qty | Description | Responsible Party | Unit Price | Line Total |
|---|---|---|---|---|
| 1 | Data Extraction Process From SQL Database ( Go live -36 months): (Extraction by OCHIN from GE Centricity $14,000)<br>Encounters<br>Allergies<br>Problem List<br>Vitals<br>Lab Results<br>Radiology Results | Customer | $ - | $ - |
| 1 | Generate CCDs for all patients with a visit in the last 3 years | Customer | $ - | $ - |
| 175 | Testing and Verfication that all data is available - Customer reqired to accept final testing. | OCHIN / Customer | $ 125 | $ 21,875 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | Transmission of data to OCHIN via encrypted drive for all data | Customer | $ | – | $ | – |
| 4 | Encrypted Drives | OCHIN | $ | 1,000 | $ | 4,000 |
| 8 | Transformation of Data into HL7 formated messages | OCHIN | $ | 125 | $ | 1,000 |
| 1 | Copy of In-bound ADT Interface (Patient Demographics, Allergies) | OCHIN | $ | 1,000 | $ | 1,000 |
| 1 | Copy of In-bound PRP Interface (Problem List) | OCHIN | $ | 1,000 | $ | 1,000 |
| 1 | Copy of In-bound Vitals Interface | OCHIN | $ | 1,000 | $ | 1,000 |
| 1 | Ingestion of CCDs Using patient abstrator | Customer | $ | 8,000 | $ | 8,000 |
| 2 | Copy of In-bound Results Interface (**NOT** LIONC Coded) Quest | OCHIN | $ | 1,000 | $ | 2,000 |
| 40 | LOINC mapping for Lab values | OCHIN | $ | 125 | $ | 5,000 |
| 1 | Copy of inBound MDM Interface (Notes, Radiology Result) Out of the EHR | OCHIN | $ | 1,000 | $ | 1,000 |
| 1 | Copy of in-bound VXU-IZ Interface | OCHIN | $ | 1,000 | $ | 1,000 |
| 3 | Number of Extractions and Loads | OCHIN | $ | 4,000 | $ | 12,000 |
| 80 | Project Management | OCHIN | $ | 125 | $ | 10,000 |
| 20 | Project Scoping | OCHIN | $ | 125 | $ | 2,500 |
| 1 | URL Link for Archiving | OCHIN | | | $ | 5,000 |
| 90 | Staffing | OCHIN | $ | 125 | $ | 11,250 |
| | Special Epic Build | | | | $ | – |
| – | Archive NOT INCLUDED | | | | $ | – |
| | | | | Subtotal | ######## | |

PDXDOCS:1840112.7

LIS
Aspira/Cyberlab
Version 7.3

Bidirectional
ORU/ORM

Epic Beeker
Cytology etc
Go live 10/1/16

New 2 Way Interface
Paper in the past with GE

Quest

Bidirectional
ORU/ORM

e-CHDP

Unknown
PM-160

OCHIN
Epic EHR

Self Pay
Billing DFT

California
State Lab
Not included

Standard
ADT

Pharmacy System
Cerner Etreby

Monogram

Paper Process
Manual Entry of Results Required

Bidirectional
ORU/ORM

Orchard
Public Health Lab
BtB

| Interfaces: Santa Barbara | | | | | | |
|---|---|---|---|---|---|---|
| | Description | Hours | Rate | Total | Annual Maintenance | NOTES |
| Aspyra | Have done this interface once but problematic. Will need Santa Barbara support to insure smooth implementation | 160 | $ 110 | $ 17,600 | $ 3,520 | |
| Quest Lab - Included in Install | Standard. Any requests for unique workflow or changes may result in additional labor costs | - | - | 0 | $ 4,800 | |
| Beaker Lab (Cottage Hospital) | Standard | 185 | $ 110 | $ 20,350 | $ 4,070 | |
| Orchard Lab (Public Health) | ADT Interface out to Pharmacy/DFT Interface back into Epic. NOTE: OCHIN cannot provide insurance matching at this time. | 115 | $ 110 | $ 12,650 | $ 2,530 | |
| CAIR Immunization Interface | Unidirectional Interface | | $ 960 | $ 960 | $ 100 | |
| E-CHDP | This request may not be able to be met. Still in discovery. | 225 | $ - | $ 7,500 | $ 500 | OCHIN is going to deploy this across California. Santa Barbara will need to pay the vendor cost |
| Sun RX -Pharmacy Demographics and Payer Data (ADT/DFT) | This request may not be able to be met. Still in discovery. | 140 | $ 110 | $ 15,400 | $ 3,080 | Includes 30 hours of data mapping |
| Well Partner 340b (ADT) with Flat File | ADT Interface | | | $ 4,500 | $ 1,250 | flat rate |
| | Flat File | 20 | $ 110 | $ 2,200 | $ 500 | |
| Total | | 845 | | $ 81,160 | $ 20,350 | |
| NOTE: Request for Monogram is being met via paper | | | | | | |

| Additional Request: | | | | | | |
|---|---|---|---|---|---|---|
| Request | Description | Hours | Rate | Total | Annual Maintenance | Comments |
| Medicaid Assignment eligibility check | Flat file for eligibility checks | | | | | |
| | | | | | | |

# OCHIN Monthly Billable Visits

For all non-voided visits with charges POSTED during the current billing period* (month)

Is the total charge** amount posted on the visit = $0.00

**N**

**N**

**Y**

Is the billing provider on the visit a non-billing*** provider?

Billable Visit

Reconciliation of visits previously billed or credited to member

Was a visit previously voided and credited to the service area re-posted during the current billing month?

**Y**

Total billable visits = Billable Visits – Visit Credits

Was a visit billed to the member within the last 6 months, voided during the current billing month?

**Y**

Visit Credit

Total Visits WIHOUT EMR component: Count of total billable visits posted on the current month with date of service prior to the deparment's EpicCare go-live date, where the visit took place (One visit per day, per patient per department)

**Total Visits WITH EMR component:**

Count of total billable visits posted on the current month with date of service on or after the deparment's EpicCare go-live date, where the visit took place (One visit per day, per patient per department)

**Total PM Visits** Count of Total Billable Visits (only one visit per day, per patient per department)

**Y**

Not billable to service area (enabling visits)

\* Billable visit counts are <u>only</u> calculated the 2nd day of the month for the previous month and kept in a billing table for future reference and reconciliation

\*\* Visits with total zero charges are visits posted using no charge codes (i.e TA007), or visits where the normal charge amount was manually overridden and zeroed-out, this however doesn't include visits written off at a 100% using adjustment codes

**Exhibit R**

**Organization: Santa Barbara County Public Health**        **Contact Title/Role: EHR Manager**

**Contact Name: Laura Lui**        **Contact Email:  laura.lui@sbcphd.org**

## OCHIN Workgroups

*See attached information*

# Signup Form:
## OCHIN Member Forums and Workgroups

### *Executive Member Forums/Groups*

---

☒ **Chief Executive Officer (CEO) Forum**

*Purpose:* To ensure that OCHIN's strategic initiatives are well aligned to the needs of our members. Additionally, this leadership forum provides OCHIN member CEOs the opportunity to network with each other, share best practices and offer candid insights that benefit each other, the collaborative and the new patient centered care landscape we're all charged to serve within.

| | |
|---|---|
| OCHIN Contact:<br>Lindsey Haase (haasel@ochin.org)<br>*OCHIN Member Engagement Specialist* | **Name:**  Polly Baldwin & Douglas Metz<br><br>**Email:**  Polly.baldwin@sbcphd.org<br>Douglas.metz@sbcphd.org |
| Estimated Time Commitment:<br>*2, one and one-half (1.5) hour call-in/web-based meetings annually*<br>*2, one-day on-site meetings annually*<br>*(Call-in and on-site meetings alternate quarterly)* | **Title/Role:**  Medical Director/ MD & Deputy Director<br><br>**Phone:**  (805)252-2172 &  (805) 681-5252 |

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☒**Clinical Oversight Group (COG)**

*Purpose:* To design and establish the requisite processes for developing and maintaining the clinical content as well as help in the development of the initial EpicCare® EMR Clinical content and charting tools.

OCHIN Contact:
Lindsey Haase (haasel@ochin.org)
*OCHIN Member Engagement Specialist*

Estimated Time Commitment:
*2, two-hour call-in/web-based meetings per quarter*
*1, two-day on-site meeting (16 hours) per quarter*
*(Approx. 1-1.5 hours per month responding to e-mails)*

**Primary Contact – (physician, ideally Medical Director)**
Name: Polly Baldwin
Email: Polly.baldwin@sbcphd.org
Title/Role: Medical Director/ MD
Phone: 805.252.2172

**Secondary Contact – (any practicing clinician, e.g. MD, NP, PA, RN)**
Name: Peggy Dodds
Email: margaret.dodds@sbcphd.org
Title/Role: supervising MD
Phone: 805 560. 1050

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☒**Chief Financial Officer (CFO) Workgroup**

*Purpose:* To provide a forum to promote open communication, sharing of best practices, use of systems financial data, and learning amongst Chief Financial Officers (CFO) across OCHIN membership.

OCHIN Contact:
Ned Mossman (mossmann@ochin.org)
*OCHIN Quality Improvement Advisor*

Estimated Time Commitment:
*1, one-hour call-in/web-based meeting per month*

Name: Suzanne Jacobson

Email: Suzanne.jacobson@sbcphd.org

Title/Role: CFO

Phone: (805) 681-5183

*OCHIN Specialty Workgroups*

☒**Billing Workgroup**

*Purpose:* To review billing related issues as they relate to efficiencies, best practices, and industry developments.

OCHIN Contact:
Jessica Janota (janotaj@ochin.org)
*OCHIN Advance Epic Applications Support Supervisor*

Estimated Time Commitment:
*1-2 hours per month – 1.5 hour monthly* call-in/web-based meetings *plus time to read/process e-mails.*

Name:  Carmelita Murillo & Kim Loyst

Email:  Carmelita.murillo@sbcphd.org & kim.loyst @sbcphd.org

Title/Role:  Billing Manager & Systems Analyst

Phone:  (805) 681-5216& (805) 681-5172

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☒**Health Information Management (HIM) Workgroup**

*Purpose:* To discuss and strategize on Health Information Management throughout OCHIN, to external stakeholders and regulatory agencies.

OCHIN Contact:
Lynne Shoemaker (shoemakerl@ochin.org)
*OCHIN Integrity Officer*

Estimated Time Commitment:
*1, one-hour monthly* call-in/web-based meetings, *plus any time spent by a member of the committee voluntarily based on workgroup assignment, or as a precursor to an agenda topic that the member wants to discuss.*

**Contact (Preferably Medical Record Department Director)**

Name:  June English & Dana Gamble

Email:  june.english@sbcphd.org & dana.gamble@sbcphd.org

Title/Role:  HIM Manager & Assistant Deputy Director

Phone:  (805) 681-4783 & (805) 681-5171

☒**Operations Council**

*Purpose:* To be a venue for communications between members and with OCHIN. Together, they make collaborative operational decisions regarding the OCHIN/Epic software. This group is comprised of a representative designated by each service area and designated OCHIN staff.

OCHIN Contact:
Kevin Geoffroy (geoffroyk@ochin.org)
*OCHIN VP EHR Operations*

Name: Douglas Metz

Email: douglas.metz@sbcphd.org

Estimated Time Commitment:
*1-2 hours per month call-in/web-based meetings*

Title/Role: Deputy Director

Phone: (805) 681-5252

☒**Reporting Workgroup**

*Purpose: To provide updates and advanced training for the group. This group discusses the development of new reports which become posted on the OCHIN web-report library, available to all Clarity® report designers and schedulers. The group also reviews and tests changes to the Clarity® database.*

OCHIN Contact:
Brent Dukes (dukesb@ochin.org)
*OCHIN Data Services Manager*

Name: Kim Loyst

Email: kim.loyst@sbcphd.org

Estimated Time Commitment:
*1-2 hours per month call-in/web-based meetings*

Title/Role: Systems Analyst

Phone: (805) 681-5172

☒**Site Specialist Workgroup**

*Purpose: To discuss and share best practices, training, troubleshooting tips, to hear information about system updates and future development, and to receive optimization training to provide to their end users.*

OCHIN Contact:
Sophiea Tyler (tylers@ochin.org)
*OCHIN Application Specialist*

Name: Laura Lui, Ana Alvarez, Lyra Monroe

Email: laura.lui@sbcphd.org; ana.alvarez@sbcphd.org; lyra.monroe@sbcphd.org

Estimated Time Commitment:
*2 hours per month call-in/web-based meetings*

Title/Role: EHR team

Phone: 805-450-6747; 805737-6423; (805) 681-4971

*Training Information*

**Included**: OCHIN will provide training to staff that will be utilizing the OCHIN EPIC software on a day to day basis. Examples of those staff members are: Providers, Nursing Staff, Front Desk, Schedulers, Billers, Medical Records, etc. This may also include the staff identified as the Core/Project Team which may include COO, CFO, Billing Management, Clinical Manager or those that manage staff that are directly involved in Patient Care (Front Desk, Billing, Clinical Staff, etc.)

**Not Included:** OCHIN will not provide training to staff that are not directly related in the day to day use of the OCHIN EPIC Software. It will be the responsibility of the member to provide training in EPIC or supply those staff with access to the OCHIN Learning Management System to review training videos.

Administrative type staff examples:
Human Resource Staff
IT Director
Marketing & Communication staff
Payroll Staff

OCHIN will provide the following training:

| Training Opportunity | Description | Time Allotted | Location | Type | Travel Included |
|---|---|---|---|---|---|
| **Core Team** | Demonstration/hands-on training demonstrating the PM and EHR. This training is designed to give a quick way for the member Core Team to assist with system decisions. | Approximately 5 hours | Clinic | Self-Directed/Learning Management System | N/A |

| Jumpstart | Designed for the Site Specialist(s) and possibly 1-2 Super Users (Class size limited to 4). Giving demonstration, hands on training in the system. Discussion on workflows, tour of OCHIN, and meet the build team. Giving an opportunity to get a "jumpstart" to the training processes to ensure readiness for Super User and increase the ability to support/train during End User and after Go-Live. | 3 Days (Consecutively) | OCHIN (Portland) | Instructor Led | No |
|---|---|---|---|---|---|
| PM Super User | The purpose of the Super User training is to provide in-depth functionality training for PM and EHR. This training is designed to get the Super User(s)/Site Specialist ready for user acceptance testing, assisting in end user training, and go-live support to their clinics. Super User training happens after the initial kick-off meeting with the new member. | 3 Day (Consecutively) | Clinic | Instructor Led | No |
| EMR Super User | The purpose of the Super User training is to provide in-depth functionality training for PM and EHR. This training is designed to get the Super User/Site Specialist ready for user acceptance testing, assisting in end user training, and go-live support to their clinics. Super User training happens after the initial kick-off meeting with the new member. | 3 Day (Consecutively) | Clinic | Instructor Led | No |

| End User | The purpose of end user training is to train staff on the functionality of the Epic software combined with their day-to-day workflows. The objective is to increase the staff's comfort level with the system and to minimize productivity loss during the implementation. Classes are designed to be role-based and to give clinic staff the ability to do their jobs as quickly and accurately as possible for go-live.<br><br>**End User Training includes:**<br><br>**Abstracting** - Designed for abstracting information from the paper chart and putting into the Epic EHR.<br><br>**Template Processing** (On Site) - Teaches how to create and maintain providers' schedules. Occurs before appointment conversion happens<br><br>**Front Desk** - Teaches registration, scheduling appointments, re-calls, check-in, check out, self-pay payment posting, how to manage no shows, left without being seen, and walk-in appointments.<br><br>**Provider EHR** - Teaches best practices and the Epic functionality of the EHR to clinic providers: MD, PA, NP, and Resident.<br><br>**Support EHR/Back Office -** Teaches best practices and the Epic Functionality to the support staff:  MA, RN, | 4-5 Days (Consecutively) | Clinic | Instructor Led | No |
|---|---|---|---|---|---|

|  |  |  |  |  |  |
|---|---|---|---|---|---|
| | LPN. | | S-4 | | |
| | **Lab** - Teaches Lab workflows for the back office labs. | | | | |
| | **Referrals** - Teaches how to work the referral module for internal and external referrals; how to track, report, and complete a referral. | | | | |
| | **Scanning and Indexing** - Teaches how to scan documentation into the EHR for providers to review. | | | | |
| | **Workflows** – Review and train to the top 4-5 clinic workflows. | | | | |
| | | | | | |
| **Billing Pre-Go Live** | Teaches the basic fundamentals of charge capture, charge review, claim edit review and process of claims, review of the claims in the system. This training preps the claims for live claims testing out of the Epic system. | 3 Day (Consecutively) | Clinic | Instructor Led | No |
| **Billing Post-Go Live** | Workshop where the billing staff and OCHIN trainers work together on organization's work queues, insurance posting, account maintenance. | 3 Day (Consecutively) | Clinic | Instructor Led | No |

| Billing 60/90 | The 60 day is a check in with the Billing Manager and Staff to check how they are doing and provide some additional "as needed" training. The 90 Day is a check in with the Billing Manager to review what has been trained and to do a final sign off on the billing training. | 5 Hours | Web | Instructor Led | N/A | **Planning for End User Training** Class size: 12-14 trainees per 1 OCHIN Trainer |

Length of classes for End User Training:-

**Front Desk** = 8 hours,

**Back Office** = 8 hours

**Providers** = 8 hours

**Workflows** (Providers/Support Staff) = 2 hours

**Ancillary Services** = Medical Records (Scanning/ROI) = 4 hours, Lab = 2 hours, Referrals = 2

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

1. Background.

    1.1 From time to time, Member must report certain health data pertaining to Member's patients, including personal health information ("PHI") for such patients, for public health activities. Member would like for OCHIN to facilitate Member's compliance with such reporting requirements, and to otherwise assist Member with fulfilling requests for PHI for public health activities by permitting OCHIN to use and disclose PHI related to Member's patients on behalf of Member for such purposes.

    1.2 OCHIN has entered into an arrangement with the Social Security Administration ("SSA") to assist with SSA's process of confirming a patient's eligibility in the SSA disability program ("Program") and other uses directly related to the Program. OCHIN's arrangement with the SSA for this purpose requires OCHIN to participate in the electronic data exchange known as the National Health Information Network ("NHIN") under that certain Data Use and Reciprocal Support Agreement entered into by OCHIN on August 4, 2010 ("DURSA").[1] Member would like OCHIN to use and disclose PHI related to Member's patients on behalf of Member through the NHIN for purposes of confirming eligibility of Member's patient in the Program and other uses directly related to the Program.

    1.3 Member wishes to use and disclose PHI as authorized under HIPAA through the use of electronic health information exchanges ("HIE"). Member can request that OCHIN facilitate the electronic exchange and disclosure of PHI related to Member's patients by transmitting data through HIEs on Member's behalf through a Statement of Work. Any corresponding potential cost will be agreed to by Member prior to the beginning of the related project.

2. **Disclosures for Certain Public Health Activities.** Member authorizes OCHIN to use and disclose PHI pertaining to Member's patients to a public health authority (as that term is defined at 45 CFR § 164.501) on behalf of Member in response to data requests for public health activities in accordance with 45 CFR § 164.512(b)(1)(i) provided that OCHIN provides Member with written notice not less than thirty (30) days in advance of any such proposed disclosure. If Member objects in writing within the thirty (30) day notice period, the disclosure will not be made on behalf of Member, except to the extent OCHIN is required by law to make such disclosure. Written notice may be made via email to the Contact for Notices as set forth on the Cover Pages, or to other authorized individual(s) as designated by Member from time to time.

3. **Disclosures to SSA.** Member authorizes OCHIN to use and disclose PHI pertaining to Member's patients to the SSA for the purpose of confirming a patient's eligibility in the Program and for other uses directly related to the Program. Member acknowledges that OCHIN's use of disclosure of PHI for the foregoing purposes will be performed through the NHIN, and Member specifically authorizes OCHIN to participate in the NHIN for such purposes. OCHIN will not use or disclose PHI pertaining to a patient to the SSA through the NHIN unless the patient has authorized use of the NHIN for communication with the SSA as evidenced by OCHIN's receipt of SSA Form 827 Authorization signed by the patient. A signed SSA Form 827 is considered valid authorization whether transmitted electronically or by facsimile. Should OCHIN be responsible for any breach or dissemination of information provided under this Section 3, OCHIN will indemnify Member consistent with the indemnity provisions in Section 22 of Exhibit B.

4. **Disclosures through Health Information Exchanges.** Member authorizes OCHIN to disclose PHI related to Member's patients through HIEs as may be requested and directed by Member as discussed in section 1.3. Member authorizes OCHIN to manage Member's requests for, and disclosures of, PHI from and to the other participants in HIEs. Member represents and warrants that all consents required under HIPAA for the transmission of PHI through an HIE shall have been obtained by Member and that the transmissions and disclosures requested by Member will be in furtherance of and in compliance with Member's permitted uses and disclosures of PHI as a covered entity under HIPAA.

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[1] The DURSA entered into by OCHIN on August 4, 2010 is available at : https://member.ochin.org/documentation

**Exhibit U**
**Implementation Plan**

The below implementation plan reflects the major tasks and milestones that reflect a standard implementation. Project dates will be developed in partnership with County project team during Project Kick-Off process. Project dates will be added to project plan, within 90 days of initial Project Kick-Off meeting.

- ID Task Name
- OCHIN New Member EPIC PM/EHR Implementation Project Schedule
- Execute Contract
- Epic Licenses Acquired by OCHIN
- Provide New Member with EHR Certification Number for CMS Medicaid Incentive Program
- Assign Project Manager
- Resource and Schedule
- Identify Implementation Planning Teams & Supporting Resources
- Confirm dates with New Member
- Schedule Go-live
- Handoff meeting from Contracting to PMO and EPIC Operations
- Initiation/Planning Activities
- Setup FTP Site
- Team Ramp Up
- Project Planning
- Governance / Team Structure
- OCHIN Workgroups
- Provide Member OCHIN's Workgroup Participation Form
- Review Purpose of each OCHIN Workgroup
- Determine Member Participants on OCHIN Workgroups
- Provide OCHIN Completed Workgroup Form
- Add Member Participants to OCHIN Workgroups
- Travel
- Provide travel estimate for approval
- Travel estimate signed by Member
- Third Party Contracts - PM (If applicable)
- Third Party Contracts - EMR (if applicable)
- Site Visit and Kickoff Meetings
- Schedule kickoff meeting
- Conduct Onsite Project Kickoff
- Gateway Document completed
- NOCA Statements
- Top Payors
- Provider Import with GEDI
- New Member Setup / Design
- New Member Questionnaire Completion
- Review and Prepare New Member Setup Document
- New Member Setup (NMS)
- Provide New Member Questionnaire to member
- Complete Final Draft of New Member Setup Document
- Workflow Development
- Provide OCHIN Model System Workflow to Member
- Workflow Review and discuss
- Data Collection
- Data Collection Spreadsheets Provided and Reviewed
- Data Collection Spreadsheet Filled and Returned to OCHIN
- Data Collection Spreadsheets Completed
- Application Build
- Cadence - Scheduling
- Prelude - Registration

PDXDOCS:1840112.7

- Identity - EMPI
- Security
- Health Information Management (HIM) – Chart Tracking/ROI
- Hyland OnBase Document Management Solution Software
- Eligibility Setup
- EpicCare
- CareEverywhere - HIE
- Contractor Link/EpicLink - Portal for Affiliate Providers
- Lab/Interface
- Resolute - Professional Billing System
- Clinic information sheets completed
- Provider Enrollment Completed with Gateway EDI
- Patient statements setup completed
- Design
- Build
- Test
- Reporting - Business Objects/Clarity
- Reporting - Data Replication (if applicable)
- Electronic Signature Capture - eSignature (if applicable)
- Welcome - Patient Kiosk (if applicable)
- MyChart - Patient Portal
- Infrastructure Setup
- IT Kickoff Meeting
- Schedule IT Kickoff Meeting
- Conduct IT Kickoff Meeting
- Send Follow up notes to participants
- Connectivity and Print Server
- Workstations and Printing
- Scanning
- Lab Interface
- Design
- Build
- Test
- Other Interface (as needed)
- Go/NO Go Lab interface Meeting
- Patient Demographic Load
- Send Patient Demographic Specification to Member
- Member extract Patient Demographic Data from Source System
- Receive Draft Patient Demographic Data - Intial File
- Analyze Patient Demographic Data
- Load Patient Demographics into Epic
- Receive Draft Patient Demographic Data - Final File
- Load Patient Demographics into Epic
- Manual Data Abstraction
- Abstraction Planning
- Abstraction Build Activities
- Abstracting Build Completed in Release and Production Environments
- Abstracting Users Security Setup
- Build Completed for Abstracting
- Abstraction Training
- Manual Abstraction
- EHR Order Transmittal
- Design
- Build
- Test
- Testing Completed by member
- Training

- 
- Create Training Plan
- Learning Management System (LMS) Training
- Super User Training (EHR)
- Super User Training (PM)
- End User Training
- Billing and Claims training for claims testing
- Billing Training
- Scanning Training
- Reporting Training
- Site Specialist Training
- COMMUNICATION AND COMMUNITY ENGAGEMENT
- Develop Communications Strategy
- GO LIVE ACTIVITIES
- Provider Schedules Build
- Appointment Conversion
- Dress Rehearsal
- Go Live!

**Exhibit V**
**New Member Questionnaire**

**New Member Questionnaire**

| Completed By: | Laura Lui | | | | | | |
|---|---|---|---|---|---|---|---|
| Date Completed: | 10/13/2016 | | | | | | |
| Title: | EHR Manager | | | | | | |
| Phone: | 805-450-6747 | | | | | | |
| E-mail: | laura.lui@sbcphd.org | | | | | | |

**Clinic Information**

| | Select one | Additional: Clinic #2 | Additional: Clinic #3 | Additional: Clinic #4 | Additional: Clinic #5 | Additional: Clinic #6 | Additional: Clinic #7 | Additional: Clinic #8 |
|---|---|---|---|---|---|---|---|---|
| Clinic Name: | Santa Barbara Health Care Center | Franklin Healthcare Center | Carpinteria Healthcare Center | Lompoc HealthCare Center | Santa Maria Healthcare Center | Franklin Health Care Center @ Rescue Mission- Homeless Shelter | Franklin Health Care Center @ Casa Esperanza | Santa Maria Health Care Center @ Good Samaritan |
| Clinic Address: | 345 Camino del Remedio, Santa Barbara, CA 93110 | 1136 E. Montecito Street, Santa Barbara, CA 93103 | 931 Walnut Avenue, Carpinteria, CA 93013 | 301 North R Street, Lompoc, CA 93436 | 2115 S. Centerpointe Parkway, Santa Maria, CA 93455 | 533 East Yanonalli Street, Santa Barbara, CA 93103 | 816 Cacique Street, Santa Barbara, CA 93103 | 401 West Morrison, Santa Maria, CA 93458 |
| Clinic Phone Number: | 805) 681-5488 | (805) 568-2099 | (805) 560-1050 | (805) 737-6400 | (805) 346-7230 | (805) 366 - 1316 | (805) 884 - 8481 | (805) 346 - 7230 |
| Clinic Fax Number: | 805-681-5404 | 805-568-3279 | 805-560-1051 | 805-683-8396 | 805-696-9694 | 805-568-3279 | 805-568-3279 | |
| Website: | http://cosb.countyofsb.org/phd/primarycare.aspx?id=1919 | http://cosb.countyofsb.org/phd/primarycare.aspx?id=19192 | http://cosb.countyofsb.org/phd/primarycare.aspx?id=19192 | http://cosb.countyofsb.org/phd/primarycare.aspx?id=19192 | http://cosb.countyofsb.org/phd/primarycare.aspx?id=19192 | http://cosb.countyofsb.org/phd/primarycare.aspx?id=19192 | http://cosb.countyofsb.org/phd/primarycare.aspx?id=19192 | http://cosb.countyofsb.org/phd/primarycare.aspx?id=19192 |
| Clinic Hours: | Mon-Fri 8:00am-5:00pm | Mon-Fri 8:00am-5:00pm | Mon-Fri 8:00am-5:00pm | Mon-Fri 8:00am-5:00pm Sat 7:00-12:00 | Mon-Fri 8:00am-5:00pm Sat 7:00-12:00 | Tuesdays & Thursdays: 8:00 a.m. - 10:00 a.m. | Mondays, Wednesdays, Fridays: 8:00 a.m. - 11:30 a.m. | Monday - Thursday: 8:00 a.m. - 11:30 a.m. Tuesday & Thursday ONLY: 4:30 - 6:30 p.m. |

# New Member Questionnaire

## Organizational

| | Check all that apply | Other : |
|---|---|---|
| **1. What is your organization's designation?** | ☑ Federally Qualified Health Center<br><br>☐ Rural Health Clinic<br><br>☐ Federally Qualified Health Center Look- Alike | [Please specify grants here] |
| **2. If you are an FQHC, please specify which grant(s)?** | ☑ 330(e) Community Health Center Program (CHC)<br><br>☐ 330(f) Infant Mortality Program<br><br>☐ 330(g) Migrant Health Center Program (MHC)<br><br>☑ 330(h) Health Care for the Homeless Program (HCH)<br><br>☐ 330(i) Public Housing Primary Care Program (PHPC)<br><br>☐ 330(j) Access Program (Non- English Speaking)<br><br>☐ 330(e) School-Based Health Center Program | [Please specify grants here] |
| **3. Do you receive any of the following grants?** | ☑ Title X<br><br>☑ Ryan White<br><br>☑ ARRA | Yes to all three partially. Strong yes to Ryan White |

| | | |
|---|---|---|
| 4. What other grants does your organization<br><br>(Please submit copies of the grants, as it is critical to the successful implementation of your system.) | Type of grants:<br><br>[Please denote any and all grants here] | [Please specify grants here] |
| | Please note any special requirements (objectives or measures)for these grants: | [Please specify grants here] |
| | How do you currently report on these grants? (i.e. are you using claims data, | [Please specify grants here] |
| 5. What computer system are you currently using for front desk and/ or billing operations? | McKesson PM System | |
| 6. Are you currently using an EMR system? | Yes | GE Centricity EMR |
| 7. How long are you planning to maintain your old | Answer Pending Implemenation Evaluation | |
| 8. Is your organization using any of the following health care delivery models? | ☑ Primary Care Medical Home Model<br><br>☐ Open Access | [please specify] |
| 9. Does your organization offer services outside of | No | |
| 10. Is your organization on a cash or accrual basis for your accounting?<br><br>* Cash for PM purposes, if they are looking at | ☑ Cash<br><br>☐ Accrual | |
| 11. What is the total number of exam rooms per site? Please attach a building diagram/ floor plan if | clinics vary greatly in size. Max is 30+. Minimum is 6 | |

| | |
|---|---|
| 12. Are the problem lists, medication lists, immunizations, allergies, etc in the chart reliable so that they can be easily abstracted into EpicCare? | IZ lists have issue within CEMR but otherrwise all listed can be trusted |
| 13. Approximately how many outside documents do you receive daily that are filed into the paper chart? | [Enter text here] |
| 14. Do you open access for scheduling patients? How far in advance do you schedule appointments? | Yes. Clinics schedule diffferenly but on average PEDS is open for 26weeks in advance and primary care is open 16 weeks in advance. |
| 15. Do you have students? If yes, when are the start dates of the new quarters/semesters? | We have Residents from the local hospital |
| 16. Which time zone are you in? Do you have any clinic's in a different time zone? | Pacific Standard Time. This time zone applies to all clinics |
| 17. When are your fees updated? How often do they change? | Last updated in 2015, reviewed annually, expected to change every 5 years or so. |
| 18. Are your workers unionized? | Yes |

VS-24

## Staff and Training

### Staff

| Clinics | Santa Barbara Health Care Center | Franklin Healthcare Center | Carpinteria Healthcare Center | Lompoc HealthCare Center | Santa Maria Healthcare Center |
|---|---|---|---|---|---|
| 1. Total # of physician FTEs? | [4.80] | [2.2] | [2] | 7.55 plus 1.95 Contractors/Locums (1 | [6.0] |
| 2. Total # of physicians? | [34, including contractors] | [3] | [2] | 9.5 (1 Vacancy) | [6.0] |
| 3. What specialties? | • Ophthalmology<br>• Rheumatology<br>• Orthopedics<br>• Urology<br>• General Surgery<br>• ID Clinic<br>• TB Clinic<br>• Dermatology<br>• Endo<br>• OB<br>• GYN<br>• Neuro<br>• GDM | FM, IM, AM, Pediatrics, OB, WH, DM Clinic | FM, IM, AM, Pediatrics, OB, WH, DM Clinic | IM, AM, Pediatrics, OB, WH, Beh. Health | IM, AM, Pediatrics, OB, WH |
| 4. Providers per specialty? | [13] | [1.5] | [1] | IM – 3; AM – 4; Pediatrics – 6; OB/WH – 2 | [1.0 WH; 4.0 IM; 1.5 AM] |
| 5. Total # of RN FTEs? | 6 + 1 LVN | [3] | [2.0] | 8 | [7.5] |

| | Santa Barbara Health Care Center | Franklin Healthcare Center | Carpinteria Healthcare Center | Lompoc HealthCare Center | Santa Maria Healthcare Center |
|---|---|---|---|---|---|
| 6. Total # of RNs? | 6 + 1 LVN | [3] | [2] | 6 (2 Supervising RN positions – 1 vacant) | [8] |
| 7. Number of RNs that provide billable services? | 6 + 1 LVN | [3] | [2] | 6 | [8] |
| 8. Total # of Mid-Level Professionals (NP, PA) FTEs? | 2 | [2.1] | [1] | 3 FTE – .4 Contractor | [2.5] |
| 9. Total # of Mid-Levels? | 4 | [2.1] | [1.0] | [4] | [3] |
| 10. Total # of Medical Assistant FTEs? | 14 | [9.0] | [6.0] | [20.75] | [14] |
| 11. Total # of Medical Assistants? | 16 | [10.0] | [6.0] | [22] | [14] |
| 12. Total # of Medical Records Staff FTEs? | N/A | [0] | [0] | [0] | [3] |
| 13. Total # of Medical Records staff? | N/A | [0] | [0] | [0] | [3] |
| 14. Total number of Reception Staff FTEs? | 8 | [9.0] | [4.0] | 17.5 (1.5 LOA/3 Vacant; 3 Supervising) | [13] |
| 15. Total # of Reception Staff? | 10 | [9.0] | [4.0] | 20 (3 Vacant) | [13] |
| 16. Do you routinely have residents? | Yes<br>If yes, how many do you have 20 | If yes, how many do you have 0 | If yes, how many do you have 0 | If yes, how many do you have 0 | If yes, how many do you have 0 |

## Training

| | | |
|---|---|---|
| 1.  How many people do you anticipate training in the following roles?   Total all clinics | Front Office | 85+ |
| | Reporting | 10 |
| | Billing Staff | 20 |
| | Physician Providers | 100 |
| | Mid-Levels | 24 |
| | Medical Assistants | 150+ |
| | Students | 10+ |
| | Residents | 30+ |
| | Other: | [Please specify roles here] |
| 2.   Do you have an appropriate space for a training room either at your clinic site or a space you can rent in your community? | Yes | |

## Patient Population

### Clinics

| | | |
|---|---|---|
| 1. | Estimated number of active patients? | [45000] |
| 2. | Average number of patients per year? | [27000] |
| 3. | Average number of visits per patient per year? | [4] |
| 4. | Average number of patients per day? | [100] |
| 5. | Average number of patient visits per day per provider? | 24 (this is our goal) |
| 6. | Are there any unique characteristics about the patients seen in your clinic?<br><br>e.g. large % of OB patients, x% are ESL patients, etc. | [Enter text here] |

### Practice Environment

**\* Please supply a floor plan map of your facility if available\***

| | | |
|---|---|---|
| 1. Number of exam rooms? | In the clinic: | Please see floor plans |
| | Per provider: | 1-3 rooms depending on clinic |
| 2. Number of procedure or treatment rooms in the clinic? | | 1 (some clinics so not have one) |
| 3. Do you have plans to change the physical plan in the near future? | | Yes |
| | | If yes, what do you plan?<br><br>All clinics are updating layouts to include more exam rooms. |

| Services Provided | | SBHCC | FHCC | CHCC | LHCC | SMHCC | |
|---|---|---|---|---|---|---|---|
| | | Santa Barbara Health Care Cente | Franklin Healthcare Center | Carpinteria Healthcare Center | Lompoc HealthCare Center | Santa Maria Healthcare Center | |
| **Primary Care** | | | | | | | |
| | Service Choices:<br>Family Care (primary care)<br>Family Planning<br>Well Child Checks<br>School based care<br>Mass Immunization Clinics<br>Refugee Screening<br>Immunizations<br>Sports Physicals<br>Walk-In Immunizations<br>Lab Only Visits<br>Flu Shot Clinics<br>X-Ray Only Visits<br>Travel Clinic<br>TB | Family Care (primary care) | Family Care (primary care) | Family Care (primary care) | Family Care (primary care) | Family Care (primary care) | |
| 1. What Primary Care services will your clinic be providing at the time of Go Live? Please select all that apply: | | Family Planning | Family Planning | Family Planning | Family Planning | Family Planning | |
| | | Flu Shot Clinics | Flu Shot Clinics | Flu Shot Clinics | Flu Shot Clinics | Flu Shot Clinics | |
| | | HIV Screening | HIV Screening | HIV Screening | HIV Screening | HIV Screening | |
| | | HIV Treatment | Immunizations | Immunizations | Immunizations | HIV Treatment | |
| | | Immunizations | OB/GYN | OB/GYN | OB/GYN | Immunizations | |
| | | STD | Postpartum | Postpartum | Postpartum | OB/GYN | |
| | | OB/GYN | Prenatal | Prenatal | Prenatal | Postpartum | |
| | | Postpartum | STD | STD | STD | Prenatal | |
| | | Prenatal | Well Child Checks | Well Child Checks | Well Child Checks | STD | |
| | | TB | [Select one] | [Select one] | [Select one] | Well Child Checks | |
| | Others: | | [Please specify here] | [Please specify here] | [Please specify here] | [Please specify here] | |

## Specialties

| | | | | | | |
|---|---|---|---|---|---|---|
| | Dentistry | | | | | |
| | OB/GYN | OB/GYN | OB/GYN | OB/GYN | OB/GYN | OB/GYN |
| | Maternal Case Management | Maternal Case Management | Nutrition | Nutrition | Behavioral Health | Maternal Case Management |
| | Behavioral Health | Behavioral Health | Pediatrics | Pediatrics | Nutrition | Behavioral Health |
| 2. What Specialty Services will | Ophthalmology | Ophthalmology | [Select one] | [Select one] | Pediatrics | Nutrition |
| your clinic be providing at the time | Endocrinology | Endocrinology | [Select one] | [Select one] | [Select one] | Pediatrics |
| of Go Live? | Pediatrics | Dermatology | [Select one] | [Select one] | [Select one] | [Select one] |
| | Urology | Nutrition | [Select one] | [Select one] | [Select one] | [Select one] |
| | Dermatology | Orthopedics | [Select one] | [Select one] | [Select one] | [Select one] |
| | Others: | Podiatry, | [Please specify here] | [Please specify here] | [Please specify here] | [Please specify here] |

Public Health

## Public Health

**3. What Public Health Services or Outreach Programs does your clinic participate in?**

CPSP Forms, HIV/ID Clinics, CPSP

## Pharmacy Services

**1. Does your organization provide the following services:**

| | |
|---|---|
| Contracting with outside pharmacies: | [Enter vendor here] |
| Please select all that apply: | ☑ 340B program |
| | ☐ Patient Assistance Programs through pharmaceutical companies |
| | ☑ Dispensing of drugs |
| | ☑ Dispensing of supplies |
| Who does the billing? | Internal Billing |
| How does your organization handle sliding fee scale patients? | We enter sliding fee scale into our PMS system. We set sliding scale |

## Dental Services

**1. Does your organization have the following dental services?**

| | |
|---|---|
| Dental clinic | No |
| Dental van | No |
| Dental school based | No |
| Contract with dentist in the area? | No |

**1. Are you using a different Dental System?**

| | |
|---|---|
| If yes, do you need to bill out of Epic? | No |
| Entered by Manual Charge entry? | No |
| If NO, are you using Dentix? | No |
| If Yes are you looking for an interface for ... | No |

## X-Ray Services

| | Yes/No: | **No** |
|---|---|---|
| **1. Does your organization do x-rays in house?** | If no, which vendor or hospital performs your x-rays? | Our hospital has an x-ray on-site at the PHD clinics, but it is separate and billed as a referral. |

## Other Services

| | | |
|---|---|---|
| **1. Does your organization work with any of the following programs:** | Please select all that apply: | ☐ Vaccine for Children<br>☑ Vaccine for Children<br>☐ Vaccine for Adults<br>☐ 317 Grant<br>☐ Breast & Cervical Cancer Program<br>☐ Family Planning Services/Title X |
| | Other: | Healthy Woman |

## Behavioral Health- Services

| | Yes/No: | **Yes** |
|---|---|---|
| **1. Do you have a Behavioral Health Program within Primary Care?** | If yes, please list the Clinicians Associated (MD, NP, PA, RN, MSW, LCSW, etc.): | LCSW |

| | Yes/No: | **No** |
|---|---|---|
| **2. Do you have Specialty Mental Health Programs?** | If yes, what specialties? | ☐ Addictions<br>☐ Adult MH<br>☐ Pediatric MH<br>☐ Crisis<br>☐ Court appointed treatment and visits<br>☐ Outpatient Services<br>☐ Intensive Outpatient Services<br>☐ Inpatient Services<br>☐ Hospitalization<br>☐ Alcohol/substance abuse<br>☐ Day Treatment |
| | Other: | [Enter text here] |
| | Please list Clinicians Associated (Psychiatrist or other prescribers; Therapists or Case Managers – Bachelors, Masters, | [Enter text here] |

| | | | |
|---|---|---|---|
| 56 | **3.    Are Mental Health Clinicians employed by your clinic and/or are they contracted?** | Yes/No: | **No** |
| 57 | | Are they contracted? | **No** |
| 58 | | Yes/No: | |
| 59 | | If yes, with which organization(s) do you contract Mental Health clinicians? | [Enter text here] |
| 60 | **4.    Does your clinic bill for all Mental Health Services provided?** | Yes/No: | **Yes** |
| 61 | | If no, which services are not billed? | Behavioral Health Billed Electronically |
| 62 | **5.    How does your clinic handle billing for Mental** e.g. electronically or on paper? contractor bills and documents in | | [Enter text here] |
| 63 | | | |
| 64 | **6.    Are there special programs or contracts to be considered** e.g. county, state | Yes/No: | **Select one** |
| 65 | | | |
| 66 | **7.    Do you provide Mental Health Services off-site?** e.g. at schools or hospitals, in home, | Yes/No: | **Yes** |
| 67 | | | |
| 68 | **8.    Mental Health Workflows to be considered?** Primary Care, Warm Hand off, outpatient services, Initial Assessment, Home Visits, integrated care (AOD and Behavioral Health, etc.) | | Behavioral health Only |
| 69 | | | |
| 70 | **5.    How does your clinic handle billing for Mental** e.g. electronically or on paper? contractor bills and documents in | | Electronic |
| 71 | | | |

| | | | |
|---|---|---|---|
| **1.** **Who is the clinic lab contact?** This person knows clinic lab workflows and will provide all in-house and non-interfaced lab test information to OCHIN. | | | Linda Weisman, Clinicla Lab Manager |
| **2.** **Who is the main person working in the clinic lab?** | | Is this person a lab tech/phlebotomist? | Lab Manager |
| | | Do they work for the lab company or for the clinic? | Clinic |
| **3.** **Who backfills the lab if the regular staff is not available?** | | | N/A |
| **4.** **Does your clinic do lab-only visits?** | | Yes/No: | **No** |
| | | Are these available via walk-in lab testing, without an appointment, or is an appt required? (Appts are required in Epic) | [Enter text here] |
| | | Other info: | Our lab is on-sight in SBHCC and patients are given an order at the visit and that patient walks to the lab. |
| **5.** **Which vendor(s) or hospital(s) does your organization order labs with?** | | | Centricty CEMR |

| | | |
|---|---|---|
| **6.** **INTERFACED LAB: Who is your main resulting agency?**<br><br>External Interface = Order and result are sent electronically. Specimen is collected at your clinic. | If it is the same at all site just list once under the main clinic | 1) Cyberlab- Clinical Lab<br>2) Orchard- Public Health Lab<br>3) Quest<br>4) PDL (Beaker)- Cottage Hospital |
| **7.** **Are all specimens collected at your clinic, or does the patient ever go to a draw station to give the specimen?** | | In lab, on-sight |
| | What are the conditions for having the specimen collected elsewhere? | Our lab is on-sight in SBHCC and patients are given an order at the visit and that patient walks to the lab. |
| **8.** **When you have to cancel an order to your resulting agency, and the order was already sent, what is the process for notifying the resulting agency?**<br><br>Canceled orders are NOT sent electronically to the resulting lab thru Epic. | If it is the same at all site just list once under the main clinic | Phone call |
| **9.** **Does your organization result lab tests within the clinic (point of care tests)?**<br>(attach examples of urinalysis result and any other printed results) | | Yes/No: **Yes** |
| **10. Other than point of care or back office, do you result labs in the clinic? Please explain your setup.** | | Yes/No: **No** |

## Billing Information

### Payor/Coverage

| | | |
|---|---|---|
| 1. What are your top three major payors? | Medicare | NGS (FQHC), Noridan (FFS, ie. Labs, Hosp, etc) |
| | Medicaid | CenCal, CA State (incl PACT) |
| | Commercial | Blue Shield, Western Growers |
| | Other: | Prison Health |
| 2. Estimate the percentage of your total volume of claims by payor. | | CA State 45%, CenCal 41%, NGS 8%, Noridan 5%, Comm/Other 1% |
| 3. Are you currently submitting claims electronically? | Yes | Yes |
| | If yes, which payors? | All MediCal and Medicare |
| 4. Estimate the percentage of your total volume of claims by payor. | | See 2 |

### Additional Billing Questions

| | | |
|---|---|---|
| 1. How many encounter forms does your organization have?<br>    Please specify and send a copy(s) | | 6 – I have attached |
| 2. Does your organization currently use Internal Use Codes that translate into HIPAA compliant codes for billing? | Yes/No: | Yes |
| | If yes, please specify: | A CDM List is attached |
| 3. Does your organization currently have a collections process? | Yes/No: | Yes |
| | If yes, do you do the following: | |
| | Send out collection letters | No |
| | After how long? | N/A |
| | Use an outside collection agency | Yes |
| | After how long? | 90 days without any pmt |
| | Write-off to bad debt | Yes |
| | After how long? | 90 days without any pmt |

| | | |
|---|---|---|
| **1.   What are your primary reporting needs?** | **Please list the reports currently being utilized in the following areas:** | |
| | **Financial (e.g. aged A/R, daily cash reports):** | [Please enter name of reports here] |
| | **Operational (e.g. Provider Productivity, patient counts, average visit time, referral tracking):** | See Compendium |
| | **Clinical (Diabetes, Asthma, BMI, hypertension BP, A1C):** | DM, Asthma, BMI, HTN, A1C, LDL, PAP, Colorectal Cancer Screening |
| | **Grants (UDS, Federal, State, Local):** | UDS |
| | **Do you track educational materials such as nutrition, birth control, etc.?** | |
| | Yes/No: | **Select one** |
| | If yes, please list: | [Please list the materials that you track here] |
| **2.   Do you currently use any of these reporting tools?** | | ☑ MS Access<br>☑ Excel<br>☐ PECS<br>☑ I2I |
| | Custom Solution | [Please describe here] |
| | Other: | [Please describe here] |
| **3.   How are the reports generated currently?** | | ☐ Manually<br>☑ Mostly Manually, Partially Automated<br>☐ Mostly Automated, Partially Manually<br>☐ Fully Automated |
| | Other: | [Please desribe here] |
| **4.   Do you currently use spreadsheets for reporting, tracking, counting, tallying?** | Yes/No: | **Select one** |
| | If Yes, please describe: | [Please describe here] |

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| | | |
|---|---|---|
| **5. What registries is your organization reporting to?** | Please select all that apply: | ☑ Immunization Program<br>☐ HIV<br>☐ Refugee Screenings<br>☑ Well Child Visits |
| | Others: | [Please list registries here] |
| **6. What type of QI reporting is currently being done?** | | [Enter text here] |
| **7. What are the key clinical reports that your providers use to help them manage their practice? How are they currently generated?** | | See Compendium; Crystal reports, Business Objects, Access, SQL |
| **8. What reports would you like to see generated from the EHR?** | | [Enter text here] |
| **9. Do you currently participate in any collaborative or using any registries?** | Yes/No: | **No** |
| | If Yes, please describe: | [Enter text here] |
| **10. Do you conduct any patient surveys?** | Yes/No: | **Yes** |
| | If yes, what types? | Yes. We use Crossroads |
| **11. Do you currently have staff assigned to report writing and development?** | Yes/No: | **Yes** |
| | If no, do you have a plan to address reporting in the future? | Yes |

# Prescriptions and Compliance – Services hidden?

| | |
|---|---|
| **1. What is the name of the state agency that regulations prescriptions for your** | California State Board of Pharmacy and the DEA |
| **2. What is the URL for the state pharmacy regulatory agency?** | http://www.pharmacy.ca.gov/ <br> https://www.dea.gov/index.shtml |
| **3. What are the printed prescription format requirements?** | For Example: <br>   A. Name, phone number and address of prescriber <br>   B. DEA number <br>   C. NDC number <br>   D. State specific number(s) of any kind <br>   E. State specific logo of any kind (Pantograph) <br>   F. Separate signature lines for "Dispense as written" and another signature line for "Generic substitution allowed" <br>   G. Quantity of medication <br>   H. Name of medication <br>   I. Age and/or date of birth of the patient <br>   J. Name, address and phone number of the patient <br>   K. Security features for the printed prescription <br>   L. Signature date <br>   M. Earliest fill date <br>   N. Control number <br>   O. Thermochromatic ink |

# OCHIN MPLS Circuit Request

**Please complete all information requested below** and return it to **connectivity@OCHIN.org.** Upon receipt, OCHIN will have a price quote/agreement generated by Integra and will return to you for signature.  Once signed, return the quote back to OCHIN for order processing.  Thank you!

---

**Customer Contact/Contract Signor:**

| | |
|---|---|
| **Name:** | Darrin Eisenbarth |
| **Company:** | County of Santa Barbara Public Health |
| **Phone:** | (805) 681-5293 |
| **Email:** | Darrin.eisenbarth@sbcphd.org |

**Customer IT Technical Contact:**

| | |
|---|---|
| **Name:** | Dave Morse |
| **Company:** | County of Santa Barbara Public Health |
| **Phone:** | (805) 346-8477 |
| **Email:** | dmorse@sbcphd.org |

**OCHIN IT:**

| | | | |
|---|---|---|---|
| **Phone:** | (503) 943-2500 | **Email:** | connectivity@OCHIN.org |

### All fields below are required Information to generate an MPLS quote and contract

| | | |
|---|---|---|
| Local Address: | Physical Address where circuit will be located | 4408 Cathedral Oaks Rd<br>Goleta, CA 93110 |
| DMARC Address: | DMARC Address (if different than physical address) | Same as local address |
| DMARC Extension: | Do you require a DMARC extension? If yes, you are responsible to have the DMARC extended. This must be completed before the circuit is installed. | We will take care of any extensions that need to be put in place. |
| Location Handoff: | Telco Closet, Data Room | EOC Computer Room |
| Available AC Power: | Do you have power? | Yes |
| Wall Mount or Rack Mount: | Do you prefer a wall mount or rack mount?  19" or 23"? | We prefer 19" rack mounted router. Telco terminations for Frontier are wall mount, and for Cox are 19" rack |
| Existing Internet Connection: | Please provide provider and bandwidth | 3 POPs: EOC = 100Mb Cox, Santa Barbara = 100Mb Level 3, and Santa Maria = 100Mb Comcast |
| Print Server IP: | IP address of your internal print server for EPIC printing | TBD |
| Billing Name & Address: | If different than physical address above | County of Santa Barbara Public Health<br>Fiscal – Accounts Payable<br>300 N. San Antonio Rd, Santa Barbara, CA 93110 |
| Locations: | Please provide a diagram of your locations and how they connect. Include bandwidth at each site. Attach this as a separate file. | <PHD Network Map 12-2016> and <PHD Backbone 12-2016> |
| Providers: | How many users will you have? | 190 concurrent users (85 providers) |
| Site Visits: | Estimate the number of annual site visits for the practice? | 110,000 |
| Bandwidth: | Default is TBD depending of the above information | |

**Note: Site survey will be completed by Integra**

**Exhibit X**
**Connectivity Schematic**

**Network and Security Logic for Members**

Network and Security Logic for Members
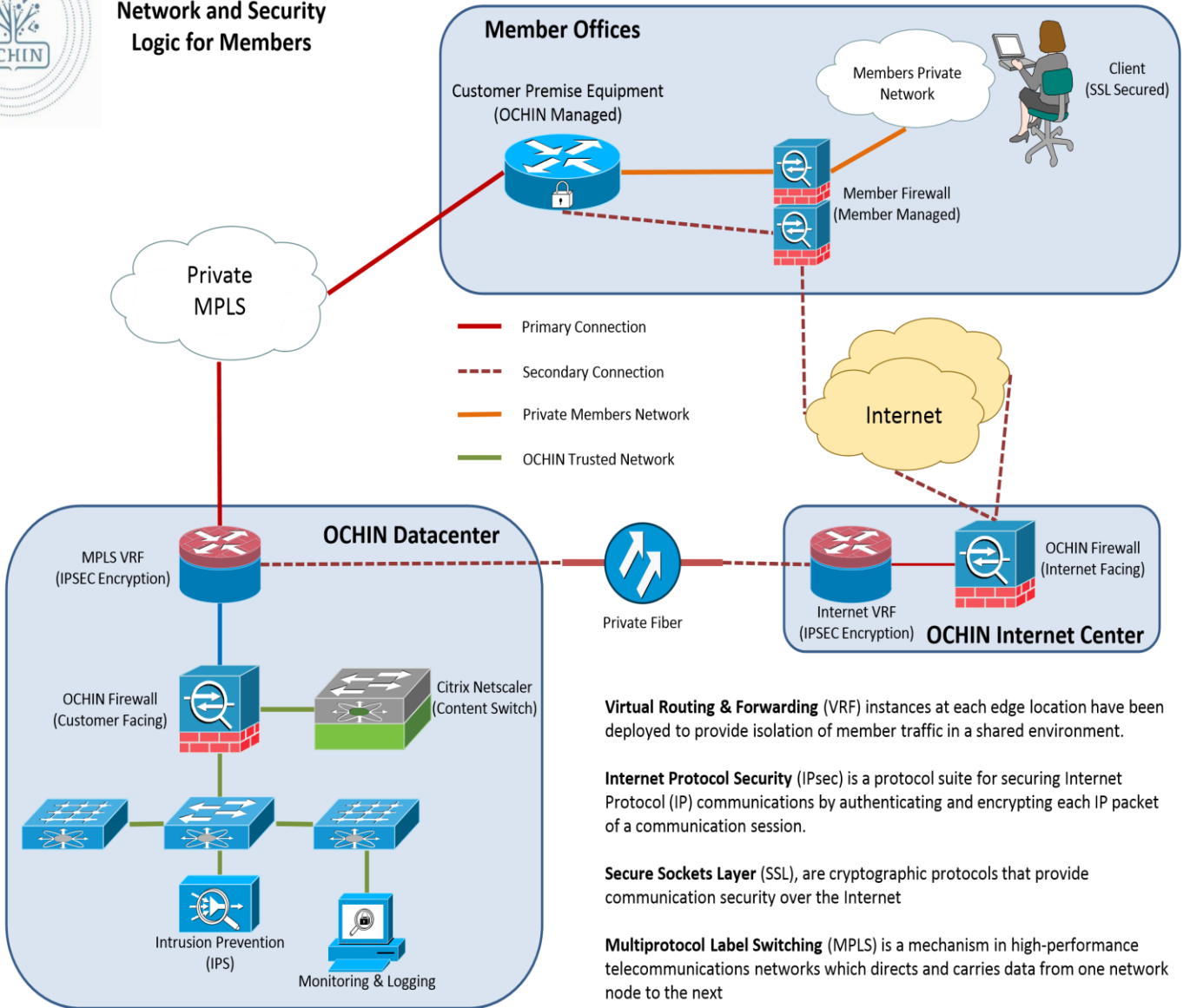
Virtual Routing & Forwarding (VRF) instances at each edge location have been deployed to provide isolation of member traffic in a shared environment.

Internet Protocol Security (IPsec) is a protocol suite for securing Internet Protocol (IP) communications by authenticating and encrypting each IP packet of a communication session.

Secure Sockets Layer (SSL), are cryptographic protocols that provide communication security over the Internet

Multiprotocol Label Switching (MPLS) is a mechanism in high-performance telecommunications networks which directs and carries data from one network node to the next
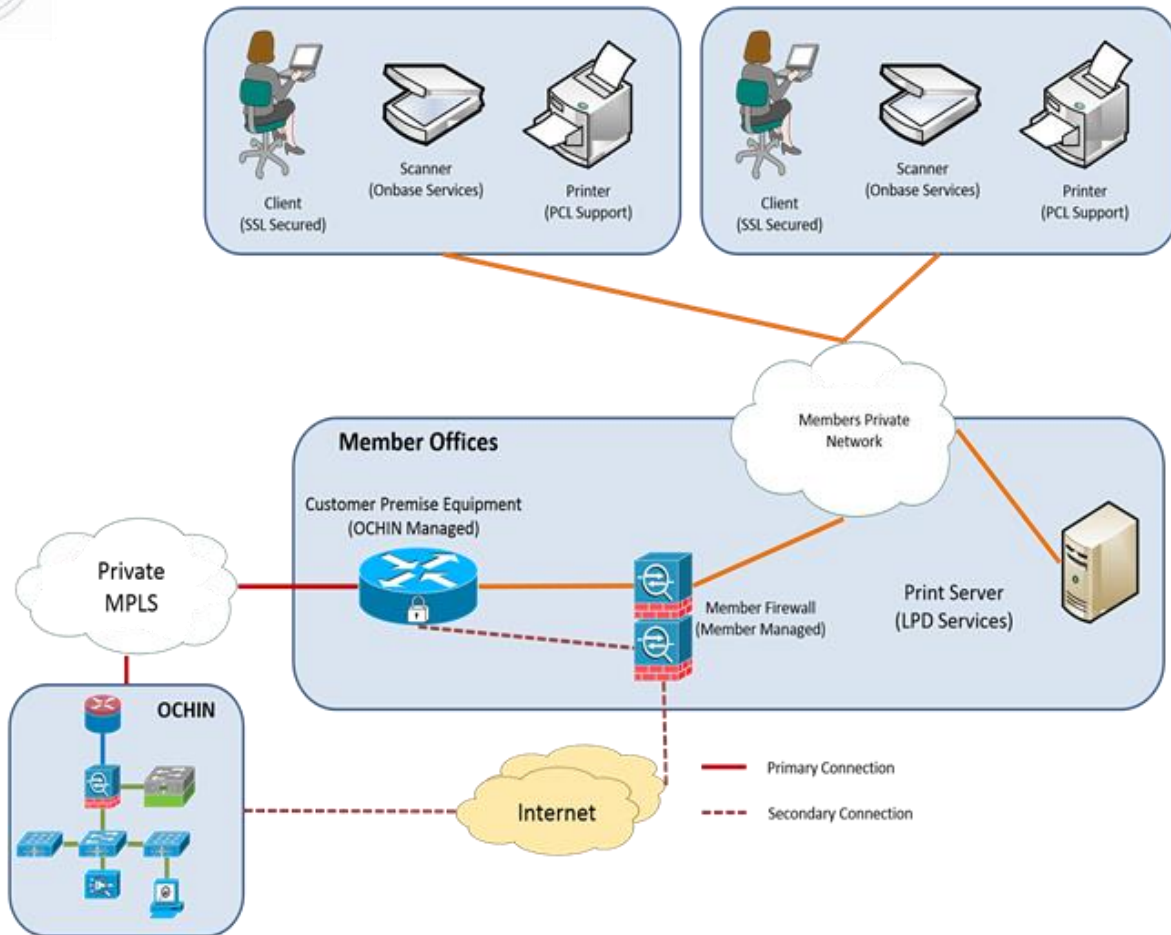
**Exhibit Z**
**Acceptance Criteria**

# Acceptance Criteria

The following table specifies the acceptance criteria for each deliverable.

| # | Deliverable | Acceptance Criteria |
|---|---|---|
| 1 | Connectivity | • OCHIN provided MPLS router has been delivered by OCHIN, installed by Member, and confirmed to be working. |
| 2 | Epic EHR Implementation | • Business and clinical processes for Member to complete check-in, provide ambulatory care for patients, bill and process claims are fully supported. |
| 3 | Interfaces | • Interfaces required for go live have been implemented and tested prior to go-live |
| 4 | Document Management and Scanning | • Records staff are able to scan paper documentation and properly index it with a Patient's record within Epic. |
| 5 | Custom Development | • Custom development in Epic that may have been contracted for is delivered and working to mutually agreed to specifications |
| 6 | Unique Preference Lists | • Shell for Member preference lists will be created and linked to Member location profile 30 days prior to go live so that Member can populate with specific criteria. |
| 7 | Chief Complaint, FYI Flags | • Chief Complaint and FYI flags are available 30 days prior to go live for testing and verification. |
| 8 | Standard Workflows | • OCHIN has provided the Member standard set of workflows. Workflows will be limited to what is available in OCHIN's current version of Epic without need for additional development by OCHIN or Epic unless otherwise contracted for. |
| 9 | Initial data load | • Associated patient demographic data fields identified in specification provided by OCHIN are available in Epic production by go live date. |
| 10 | Data and Reporting | • Provide the ability to develop and generate reports required for target measure tracking, auditing, and quality assurance. Reports provided by OCHIN will be limited to what OCHIN has available and requires that Member staff are utilizing workflows that support the reports. |
| 11 | Plan for abstraction in Epic of paper charts | • Standard recommendations for chart abstraction to Epic have been provided. |
| 12 | Training and initial go-live support plan | • Plan for training of sites has been delivered<br>• Plan for on-site support has been delivered |
| 13 | Training and initial go-live support | • Provides training according to approved training plan<br>• Provides initial go-live support according to approved go-live support plan |
| 14 | Support Plan | • Plan for ongoing support at sites has been delivered |

**EXHIBIT AA**

**Indemnification and Insurance Requirements**
**(For Professional Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law.  CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.  The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance
   Coverage shall be at least as broad as:

   1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

   2. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

   3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

   4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

   If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions
   The insurance policies are to contain, or be endorsed to contain, the following provisions:

   1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be

2. provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

3. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

4. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.

5. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

6. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

7. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".

8. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

10. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

11. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

   i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

   ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

   iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Integra*
825 NE Multnomah, Suite 1400
Portland, OR 97232

**Integra™**
**OCHIN**

*Today's Date* January 12, 2017
*Account Name* OCHIN - Santa Barbara Public Health
*ICC Number* TBD
*Provider Service Address* 4408 Cathedral Oaks Rd
*City, State, Zip* Goleta, CA 93110

Prepared By: Christopher Scott
Office: Portland

**Contract Term** __36__ **Months**

**Customer Contact Information**
*Contact Name* Dave Morse
*Contact Number* (805) 346-8477
*Email Address* dmorse@sbcphd.org
*Fax*

☑ Not applicable

## Add/Change to Service

| Local Services and Features | Current Pricing | | | | Add/Change to Service | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Monthly Unit Cost | Term Discount | Quantity | Estimated Monthly Charges | Monthly Unit Cost | Term Discount | Install Charges | Quantity | Estimated Monthly Charges | Install Charges |
| VPN Solutions (MPLS) Remote Node: 20 Mb | | | | | $ 857.00 | | | 1 | $ 857.00 | |
| Premium VPN Services Package | | | | | $ 100.00 | $ 60.00 | | 1 | $ 40.00 | |
| Estimated Taxes, Fees, and Surcharges | | | | | $ 62.79 | | | 1 | $ 62.79 | |
| Estimated Subtotals for Local Service: | | | | $ - | | | | | $ 959.79 | |

| Toll Services ☑ No change to existing Toll Services | Current Pricing | | | Add/Change to Service | | |
|---|---|---|---|---|---|---|
| | Per Minute Rate | Estimated Minutes | Estimated Monthly Charges | Per Minute Rate | Estimated Minutes | Estimated Monthly Charges |
| Interstate | $ - | 0 | $ - | $ - | 0 | $ - |
| Intrastate | $ - | 0 | $ - | $ - | 0 | $ - |
| Toll Free Interstate | $ - | 0 | $ - | $ - | 0 | $ - |
| Toll Free Intrastate | $ - | 0 | $ - | $ - | 0 | $ - |
| LD ValuePlan Overage | $ - | 0 | $ - | $ - | 0 | $ - |
| | Existing Pricing | | | Integra Proposed Services Estimate | | |
| Estimated Monthly Charges excluding taxes and surcharges (1) | $ | | - | $ | | 959.79 |

**Notes:** **Term Length** __36__ **Months**

### Order for one new 20 Mb Remote MPLS circuit.

**Directory Primary Listing**    ☑ No Additional Listings    ☐ Additional Listings Attached    ☑ No change to existing listing

| | | Including a suite, room or other addition (Directory Information Listing) will incur an add'l monthly fee per line. |
|---|---|---|
| Company Name | OCHIN - Santa Barbara Public Health | |
| **Telephone Number to List** | | |
| Address | 4408 Cathedral Oaks Rd    ☐ "X" To Include Suite & Initial_____ | |
| City,State,Zip | Goleta, CA 93110 | |

Listing Type: ☑ Business ☐ Residential ☑ Published ☐ Non-Published ☐ Non-Listed ☐ OMIT Address

This Service Agreement is subject to the terms and conditions of the OCHIN Master Service Agreement, (collectively, together with any schedules or attachments thereto, the "Agreement"). A copy of the OCHIN Master Services Agreement is immediately available upon request to Integra. This Service Agreement constitutes a binding commitment between Integra and Customer, effective upon execution of this Service Agreement. The Agreement supersedes any and all prior or contemporaneous agreements, understandings or representations relating to the subject matter contained herein. Customer hereby acknowledges and agrees that they have had reasonable opportunity to review the Agreement, and shall be bound by the terms and conditions thereto upon execution of this Service Agreement. Customer further acknowledges that Early Termination fees may apply as set forth in Section 15 of the Master Service Agreement.

Customer may extend the Service Order in accordance with the FCC Healthcare Connect Fund Order, Paragraph 264. Customer may extend Service Order for an additional five (5) year period, upon given written notice to Integra not less than 60 days of the end of the initial term. The renewal terms shall commence on the day following expiration of the proceeding term. The terms and conditions of the Service Order for the term shall be identical with the original term except that the monthly reoccurring charge ("MRC") may increase in the event Integra expenses from vendors, suppliers, and governmental agencies increase, such as an increase in Franchise Fee.

**Customer**

**Acceptance:**

_____          _____

                              _____

**Print Name**                **Authorized Signature**                **Date**

**Integra Acceptance:** _____          _____          _____

**Print Name**                **Signature**                **Date**

1  Estimated Monthly Charges do not include: federal, state, and local taxes and fees, federal USF, or the Integra-imposed Network Access Assessment (NAA) applied dependent on service type—the current rate is 10.95% (10.99% in Colorado) and may be subject to change with 30 days prior written notice.  Monthly long distance charges are estimated based on customer's estimated use. Actual total charges are subject to acceptance of Services. For more information about taxes, surcharges, and fees please visit: www.integratelecom.com.

*As identified in the Integra/OCHIN Master Service Agreement

In addition, Extended Service Area charges (EAS) may apply depending on the customer's location of service.

**&Integra**

# INTEGRA MASTER SERVICE AGREEMENT

Integra Telecom Holdings, Inc., by and through its subsidiaries (hereinafter "Integra"), and customer, as named on the Service Agreement and the Customer (as defined below) For the purposes of this Agreement, Integra or Customer may be individually referred to as a "Party" and collectively as "Parties."

## RECITALS

WHEREAS, OCHIN, INC. ("Ochin") is a nonprofit health care innovation center that provides a managed IT service delivery healthcare network to different health care participants;

WHEREAS, those participants desire to sign up for Integra's Service(s) (as defined below) in connection with Ochin's said healthcare network and associated services (such participants herein referred to as "Customer");

WHEREAS, the Parties acknowledge that in the event a Customer is subject to FCC Healthcare Connect funding the applicable Service Agreement(s) shall be co-terminus with the terms and conditions of said FCC funding;

WHEREAS, Integra and Customer hereby agree to the following terms and conditions contained in this Master Service Agreement (this "Agreement") for the provision of those Services ordered by Customer by Integra, as of the date of the Service Agreement (as defined below), unless otherwise agreed.

NOW, THEREFORE, and in consideration of the mutual promises set forth in this Agreement, Integra and Customer agree:

1.      SERVICES AND SERVICES TERM.   This Agreement incorporates any accepted orders for any Service ("Service Agreement(s)"), any attachments, policies and procedures found on Integra's website:  www.integratelecom.com under Public Info and Policies ("Policies and Procedures"), and any filed tariffs, price lists or schedules, and comprises the entire agreement between the Parties.  A copy of the Policies and Procedures, in effect as of the date of this MSA, is set forth in Schedule A to this MSA. Details pertaining to the Service(s) are set forth in the Service Agreement entered into in connection with this Agreement. This Agreement supersedes any and all prior discussions, representations, memoranda, or agreements – oral or written – between the Parties hereto with respect to the Services.  Integra reserves the right, in its sole reasonable discretion, to reject any Service Agreement prior to Integra's signature.  Integra agrees to provide to Customer (subject to availability and adequacy of underlying Service), and Customer agrees to procure from Integra, the Service(s) at the location(s), and for the number of months ("Services Term" or "Service Term"), set forth in the applicable Service Agreement. " Installation of Service" occurs per Service, per location, when Integra completes its installation of each Service.  Installation of Service occurs, for example, at the delivery of the Service to the demarcation point. Installation of Services will also include those Work Elements included and set forth in Table 1 in Schedule B to this Agreement. "Demarcation Point" is the location where Integra's facilities interconnect with Customer's or any third party's facilities.  Integra will use reasonable efforts to install Service on the date agreed upon by the Parties; however, Integra does not guarantee that Service will be installed and provisioned on Customer's desired due date.  If Customer delays the Installation of Service, certain fees and facility reservation charges may be charged to Customer as described in Integra's Policies and Procedures.  Upon the expiration of the Service Term, Customer may extend the Service Term in accordance with the FCC Healthcare Connect Fund Order, Paragraph 264, for an additional five (5) year period, upon written notice to Integra not less than 60 (sixty) days of the end of the Service Term. The renewal terms shall commence on the day following expiration of the proceeding Service Term. The terms and conditions of the applicable Service Agreement for the renewed Service Term shall be identical with the original Service Term except that the monthly reoccurring charge ("MRC") may increase in the event Integra's costs and expenses from vendors, suppliers, and governmental agencies increase, including any increase in Franchise Fee.

2.      RATES, CHARGES, BILLING AND PAYMENT.  Rates and charges, service levels and credits are described in the Service Agreement.  Integra will notify Customer when an Installation of Service has occurred. Upon notification of Installation of Service, Customer agrees to convert its services from its present provider, if any.  Customer is responsible for payment of all charges associated with the Service from the date of Installation of Service (except as provided in Section 15, when applicable).  Customer agrees that the Service Term and billing will commence upon the Installation of Service, regardless of Customer's actual conversion date, unless Customer tests the Service and notifies Integra that the Service is not functioning properly within ten (10) days after Integra notifies Customer of the Installation of Service. If Customer timely notifies Integra of the non-functioning nature of the Service, Integra will investigate the problem, and if it is due to Integra equipment, correct the issue and notify Customer of such correction. Upon such notification, Customer again will have ten (10) days to test the Service, and if Customer does not notify Integra that the Service is not functioning properly within such period, the Service Term and billing for the Service will begin for the date Integra notified Customer that the Service was corrected.  If the problem was due to Customer equipment, Integra will notify Customer, and Customer is responsible for payment of all charges associated with the Service from the date of Installation of Service.

The MRC will be billed in advance each month.  Non-recurring charges ("NRC") will be billed on the first invoice after the date of Installation of Service, or if the NRC are incurred after the date of Installation of Service, or are usage based, such charges will be billed on the next invoice thereafter.  Integra may bill Customer for billing corrections or adjustments for Services rendered not later than one hundred eighty (180) days after the last day of the billing cycle during which Integra provided the Service(s) to the Customer, unless a different period is required by federal, state, or local laws, regulations, rulings, orders or other actions of governmental agencies ("Applicable Law").  Customer is responsible for payment of all charges associated with the Service(s), including without limitation, charges for originating and terminating calls to Customer's telephone number(s).  Payments are due on the Payment Due By date set forth on the Integra invoice, provided, however, that no Payment Due By date shall be less than net thirty (30) days. Customer must provide payment of all undisputed charges in full on Payment Due By date.  If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify Integra not later than ninety (90) days after the date of the invoice containing the disputed charge unless a different period is required by Applicable Law.  Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute.  Integra will investigate all disputes and notify Customer of the results of its investigation and, if appropriate, credit Customer's account or notify Customer of denial of the dispute.  **Acceptance of payments of less than the full amount due, including an instrument tendered as full satisfaction of a debt, shall not be deemed, in the absence of a written agreement executed by both Parties, an agreement on the part of Integra to accept less than the full amount due.  Any tender of an instrument as full satisfaction of a debt must be sent to the Law & Policy Department of Integra.**  Integra may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on Customer for any undisputed amounts and/or balances not paid when due.  Late fees may be assessed, as of the original Payment Due By Date, against any disputed amount denied by Integra.  Integra has the option to suspend the Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services after written notice may follow.  Customer will pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorneys' fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Each Service Agreement is subject to credit approval.  Customer hereby authorizes Integra to conduct a credit search and agrees to provide Integra with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating.  If a credit check is unsatisfactory at any time, or if Customer fails to make timely payment two (2) or more times during any twelve (12) consecutive month period, Integra may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder.  Such deposit may have, as an additional component, deposit for any Integra-provided equipment in Customer's premises ("Customer Premises Equipment").  When Customer establishes acceptable credit history or upon termination of the applicable Service Agreement, Integra will return the balance of the deposit, if any, to Customer along with interest as required by law.

Integra shall not be liable for any charges arising from or related to the termination of any previous agreement for services or the failure of Customer to terminate any previous agreement for services.

If any property owner, under which Customer is a tenant, assesses a fee against Integra in order to, or as a result of, the provisioning of any Services to the Customer, Integra may pass through such charges to Customer. Integra will verify with the tenant of the Customer before provisioning of Services to the Customer.

3.      POLICIES, PROCEDURES AND RATES.  Integra may change its Policies and Procedures upon thirty (30) days' written notice to Customer.  Use of Integra Services after the thirty (30) day notice period shall be deemed consent to the changed Policies and Procedures.

4.      FRAUD, TELEPHONE NUMBERS AND DIRECTORY LISTINGS.  T o t h e e x t e n t C u s t o m e r r e c e i v e s a p p l i c a b l e S e r v i c e s , Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.

Telephone numbers are assigned to the business entity (Customer) named on the Service Agreement and not to any individual owner or operator of the business.  Customer shall designate those individuals authorized to make changes to the Customer's account with Integra, including changes to the Services or to the telephone numbers in conformity with Applicable Law.   The Customer shall hold Integra harmless for any changes authorized by the individuals designated by Customer.

Integra shall take reasonable measures to provide Customer with continuation of existing telephone numbers.  However, if Customer is changing location at the time of conversion or taking Service(s) for the first time at a location, Integra makes no warranties regarding assignment of particular telephone numbers to Customer.  Integra shall not be liable to Customer for any change in, including loss of, telephone numbers if such telephone numbers are lost after termination of this Agreement or the Services due to default by Customer under this Agreement, or if such change or loss is due to actions of any vendor or supplier of services to Integra. Customer's reliance upon and/or use of any telephone numbering information prior to Installation of Service and Customer's conversion to the Services is at the Customer's sole risk.

Integra shall not be liable for any inaccurate or dropped listings of any publisher/directory database.  Integra shall not be liable for any errors or omissions, whether arising through negligence or otherwise, in the information furnished to a publisher or to a directory database(s).      Additional      costs      may      be      assessed      for      publisher/directory      database      listing      charges.

5.      TAXES, SURCHARGES, FEES AND ASSESSMENTS.  Customer is responsible for payment of any and all federal, state and local taxes, surcharges, or fees related to the Services, as may be imposed from time to time (excluding Integra income taxes) ("Taxes") to the extent that Customer is not exempt from such Taxes.   Integra will collect all such Taxes unless Customer provides Integra with proof of exemption.   Surcharges and assessments, which are not required by regulatory agencies, but which Integra is permitted to charge to recover expenses, may be applied and adjusted from time to time.  All such charges will be set forth on a detailed invoice.

6.      TARIFF APPLICATION.  In the event of any conflict between any provision of this Agreement and any provision of an applicable filed tariff or price list, the provision of such filed tariff or price list will control.

7.      COMPLIANCE WITH LAW.   This Agreement is subject to all Applicable Law, and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency.  Integra will use commercially reasonable efforts to obtain, retain, and maintain such approvals and authorizations.   If any action pursuant to Applicable Law adversely affects the Services or requires Integra to provide Services other than in accordance with the terms of this Agreement, either Party may, without liability to the other Party, terminate the affected Services upon thirty (30) days prior written notice to the other Party.  In performing their obligations under this Agreement, the Parties will comply with all Applicable Law, specifically including, but not limited to, Applicable Laws governing 911/E911 and any other emergency services.

Subject to Integra's 911/E-911 policy (found in Integra's Policies and Procedures), and unless otherwise specifically agreed, (a) Integra will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) Integra will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group.   Customer will be responsible for providing all other 911/E-911 functionality as required by Applicable Law, including but not limited to, agreements with, and network or other connection to, the local PSAPs.  Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs.  Integra is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any Services other than the one emergency response location as set forth above.

8.      SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES.  Integra will maintain its facilities and equipment used to provide the Services as set forth in its Policies and Procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment.  In such event, Customer will reimburse Integra for the cost of the required maintenance at Integra's standard time and material rate plus any taxes imposed upon Integra related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of Integra equipment that is damaged by Customer's actions or equipment.

Integra reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades upon seven (7) days' notice to Customer or to suspend Service for emergency repairs to Integra's network without notice to Customer. Integra equipment will remain the sole and exclusive property of Integra or Integra's assignee.  Customer will not tamper with, remove or conceal any Integra identifying plates, tags or labels.  Customer shall not permit any liens on Integra equipment, and any such lien will be discharged by Customer within ten (10) days of notice of filing.  Failure to discharge any such lien is a material breach of this Agreement, and may result in immediate termination.

Customer will provide equipment compatible with the Services and Integra's network and facilities.
Customer will bear the costs
of any additional apparatus reasonably required to be installed because of the use of Integra's network or facilities.

Upon termination of the Service(s), Customer, upon notice from Integra, shall provide reasonable access to Integra to recover the Integra provided Customer Premises Equipment, in accordance with the instructions in the notice. Customer's damage to the Integra provided Customer Premises Equipment (reasonable wear and tear excepted) or failure to return the equipment, including but not limited to the battery pack, as directed, shall constitute Customer acceptance of ownership of and responsibility for the equipment, and Integra may invoice Customer for the then fair market value of such equipment.

Integra reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services that does not affect the quality, cost or type of Services.  Integra will manage its network in Integra's sole discretion.  Customer will provide all reasonable information, authorizations, and access required by Integra for the purpose of installing Services, performing routine network grooming, maintenance, and upgrades, and addressing emergencies.

9.      SERVICE INTERRUPTION CREDITS. Credits are subject to the limitations of liability set forth in Section 11 and shall only be given for a Service Outage (as defined below) and claimed in accordance with this Section or any other applicable service level agreement that applies to the Service. A "Service Outage" is defined as any Service disruption for which Integra is the sole cause of such disruption and such disruption is not the result of (a) scheduled maintenance that occurs between the hours of eleven p.m. and six a.m. local time, (b) planned enhancements, (c) upgrades, (d) failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment, or (e) a Force Majeure event (as

defined below). Upon request, but not later than thirty (30) days after the Service Outage, and after a determination by Integra that such Service Outage is eligible for credits, Customer shall be entitled to a credit for a Service Outage that exceeds twenty-four (24) hours, unless otherwise defined in a service level agreement or tariff applicable to the specific Service. Such credit shall be based upon the ratio of the duration of the Service Outage (measured from the time the interruption is reported to or detected by Integra, whichever occurs first) to the total time in a thirty (30) day month. That ratio, multiplied by the monthly rate for the Service(s) affected shall determine the amount of the credit allowance.

If a Customer fails to notify Integra in the manner set forth herein with respect to the applicable service credits within sixty (60) days of a Service Outage, Customer will have waived its right to such service credits for that month. Customer's total service credit(s) in any one month will not exceed one (1) month's MRC for the affected Service for that month, and do not apply to the MRCs of any other Services. The credits outlined above shall not be compounding, but to the extent multiple service standards apply to a Service Outage, the credits that apply shall be distinguished by the degree of impairment based on a degradation or a complete disruption of Service for that particular Service Outage. Customer may be eligible for credits for a Service Outage under multiple provisions of this Agreement or any Service Order or Addendum; but Customer shall not be entitled to claim more than one credit for any Service Outage. To be eligible for service credits, Customer must be current in all of its obligations.

10.     DISCLAIMER/LIMITED WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, INTEGRA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INTEGRA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

11.     LIMITED LIABILITY. CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS AGREEMENT SHALL BE CUSTOMER'S SOLE REMEDY FOR DAMAGES WITH REGARD TO SERVICE OUTAGES. EACH PARTY'S LIABILITY AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY FOR DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES AND/OR THIS AGREEMENT, WILL BE SOLELY LIMITED TO AN AMOUNT NO GREATER THAN THE AMOUNTS INVOICED TO CUSTOMER BY INTEGRA DURING THE TWELVE MONTHS PRIOR TO THE OCCURRENCE OF ANY CLAIM. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOSS OF USE, INCOME OR PROFITS, LOSS OF REVENUES, LOSS OF SAVINGS OR HARM TO BUSINESS OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE FORESEEABILITY THEREOF EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12.     CUSTOMER WARRANTIES. (a) The Customer represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms; (b) Customer represents and warrants that neither its equipment nor facilities will pose a hazard to Integra's equipment or facilities or create a hazard to Integra's personnel or customers or the public in general; (c) Customer represents and warrants that its use of the Services will comply and conform with all Applicable Law and any other authorities having jurisdiction over the subject matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities; (d) Customer represents and warrants that it will not resell all or a portion of the Service(s) provided by Integra under this Agreement. Customer will indemnify and hold Integra harmless from any and all loss, liability, claim, demand, and expense (including reasonable attorneys' fees) related to Customer's violation of this Section.

13.     CONFIDENTIAL INFORMATION. Customer Proprietary Network Information ("CPNI") shall only be disclosed in accordance with the Applicable Law and Integra's Policies and Procedures.

In addition to the foregoing, the Parties may have access to certain information, the ownership and confidential status of which is highly important to the other Party and is reasonably designated by one of the Parties as confidential (herein referred to as "Confidential Information"). Neither Party will disclose the other Party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other Party, and neither Party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other Party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by Applicable Law. Each Party will exercise a reasonable degree of care, but not less than the degree of care that it applies with respect to its own Confidential Information, in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

14.     INDEMNIFICATION. Subject to Section 11 of this Agreement, Customer will indemnify, hold harmless, and defend Integra and its affiliates, and their respective officers, directors, employees, agents and subcontractors from liabilities, claims or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with (a) any and all costs, claims, taxes, charges, and surcharges levied against Integra relative to Customer's claim for tax exempt status with respect to Taxes to the extent that such exempt status is found by the Internal Revenue Service to be invalid, (b) any liens placed on Integra-provided Customer Premises Equipment due to Customer's action or inaction, (c) personal injury or death or damage to property related to Customer's failure to meet any 911/E911 requirements or agreements or the failure to give end users appropriate warnings if VoIP services are provided by Integra, or the failure to maintain the necessary databases and update the ALI being transmitted to the PSAP, (d) claims by third parties against Integra for damage to real or tangible personal property or for bodily injury or death which is caused by Customer and is directly due to Customer's negligence or willful misconduct or which is caused by hazards created by Customer's

15.    equipment  or facilities, and (e) Customer's improper use of the Services, resale, or sharing of the Services in violation of any Applicable Law or in violation of any provision of this Agreement.  Customer's indemnification obligations do not apply to any claims for damages if caused by Integra's negligence, willful misconduct, intentional acts, or breach or failure to perform under this Agreement.  Integra shall not settle any claims, suits, or actions for which indemnification will be sought without Customer's prior written consent, such consent not to be unreasonably withheld or delayed.  Subject to Section 11 of this Agreement, Integra will indemnify, hold harmless, and defend Customer and its affiliates and their respective officers, directors, and employees, agents, and subcontractors from liabilities, claims, or damages and expenses whatsoever (including reasonable attorneys' fees) arising out of or in connection with third party claims based on damage to real or tangible personal property or for bodily injury or death which is caused by Integra and is directly due to Integra's negligence or willful misconduct or which is caused by hazards created by Integra's equipment  or facilities.  Integra's indemnification obligations do not apply to any claims for damages if caused by Customer's negligence, willful misconduct, intentional acts, or breach or failure to perform under this Agreement.  Customer shall not settle any claims, suits, or actions for which indemnification will be sought without Integra's prior written consent, such consent not to be unreasonably withheld or delayed.

16.    DEFAULT/TERMINATION.  Customer's use of the Services provided under this Agreement and any equipment associated therewith will not: (a) interfere with or impair service over Integra's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to Integra's assets or customers; (d) be used to frighten, abuse, torment or harass, or create hazards to Integra or its network; (e) be used for a high volume of short duration calls, regardless of nature (high volume short duration calls are defined as 10% of total outbound calls that are six seconds or less in duration) or (f) violate the provisions of any of Integra's Policies and Procedures, including Integra's 911/E-911 policy.  Integra may immediately suspend or terminate the Services without liability for any violation of these provisions, and in the case of a violation of (e) above, Integra may, in its sole discretion, assess a higher rate for a high volume of short duration calls to reflect Integra's increased costs.  If Services are suspended pursuant to this Section 15, reconnection charges may apply.

If either Party violates any provision of this Agreement, the non-defaulting Party shall send the defaulting Party written notice detailing the default.   The defaulting Party will have:  (a) ten (10) days from the date of the written notice to cure a payment default, or (b) thirty (30) days from the date of the written notice to cure a non-payment default.  If the defaulting Party fails to cure, the non-defaulting Party may terminate the affected Services and pursue any and all other legal remedies permitted by this Agreement.  Any Service Agreement and the related Services also may be terminated by either Party in accordance with the provisions of the then current tariff or price list that applies to such Service Agreement and the related Services.

Except as provided in the paragraph below, if Customer cancels all or a part of the Services prior to Installation of Service, Integra will charge Customer a cancellation fee equal to one (1) month's MRC for the cancelled Services, plus any installation costs, special construction costs and any other costs incurred by Integra, whether previously waived or not, and any third party charges incurred by Integra with respect to such cancelled Services.  Except as provided in the paragraph below, if Customer terminates all or any part of the Services at a location at any time during the Services Term or a Renewal Services Term that is in effect, or if Integra terminates all or any part of the Services as a result of Customer's breach before the end of the Services Term or a Renewal Services Term that is in effect, Integra may charge Customer an early termination fee equal to and including any or all of the following: 100% of the total MRC, surcharges and taxes for the Services Term or the Renewal Services Term then remaining for the terminated Services, plus any activation, installation costs, special construction costs, and all other fees or costs incurred by Integra that under the terms of the applicable Service Agreement are chargeable to Customer in addition to MRC, less amounts already paid by Customer with respect to such charges for the terminated Services.  Customer acknowledges that Integra's damages for a cancellation or early termination would be difficult to determine and the cancellation and termination charge(s) constitute liquidated damages and are not intended as a penalty, but are intended as a mutually-agreed upon amount representing, but not limited to, lost revenue, proportionate or actual third party costs and capital expenditures, and internal costs. All such amounts will become due and payable by Customer to Integra when invoiced.

Customer will not be liable for the cancellation or early termination fees set forth above if (a) cancellation or termination is due to a material breach of this Agreement by Integra, (b) funds are not allocated to Customer to continue the Services in any future period, in whole or in part; provided that Customer provides prompt notice to Integra of such non-allocation, or (c) if (i)Customer orders from Integra, at the time of Service cancellation or termination, retail services of equal or greater aggregate MRC than the Services cancelled or terminated, and (ii) the new services are approved by Integra, and (iii) Customer compensates Integra for any unrecovered installation and capital costs and any costs charged by third parties with respect to the cancelled or terminated Services.

17.    FORCE MAJEURE.  In the event that either Party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut -down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any third party communications or computer network or any other cause beyond such Party's reasonable control ("Force Majeure"), the Party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence.  The occurrence of such an event will not constitute grounds for a declaration of default by either Party hereunder; however in the event that such Force Majeure event continues for in excess of thirty (30) days, the Party that is not the subject of the Force Majeure event may terminate the Services that are the subject of the Force Majeure event without liability for termination.

18.    GENERAL.    Except as otherwise permitted herein, any amendment must be in writing and signed by the Parties hereto. Electronic or Facsimile copies of this Agreement and any amendments or modification hereto, including electronic or facsimile signatures, will be accepted by the Parties as originals.  The failure of either Party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect.  All notices to Customer under this Agreement will be in writing and will be made by one or more of the following methods: bill message or insert incorporated in or with the Customer's invoice by its normal means of transmission, first class mail, certified mail, or overnight delivery.  Notices will be sent to the address of record, and in the event of multiple addresses, to the address of the parent account.  In the case of a notice to Integra, all notices under this Agreement will be in writing and will be made by personal delivery, overnight delivery, or certified mail with a copy to the Law & Policy Department, 18110 SE 34th Street, Building One, Suite 100, Vancouver, WA 98683.  Integra shall notify Customer of any change in this contact address for purpose of notices under this Agreement using the method of notice called for in this Section 17.  Delivery will be deemed to occur upon receipt. The various rights and remedies given to or reserved by either Party herein or allowed by Applicable Law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered to condone any continuing or subsequent breach of the same provision.  Customer has been provided with the opportunity to review and negotiate this Agreement and consult counsel; therefore, in the event of any ambiguities, no inferences shall be drawn against Integra.  Customer may not assign this Agreement without the prior written consent of Integra, which will not be unreasonably withheld.  This Agreement will be governed by and interpreted in accordance with the laws for the state where the Services are to be provided.  Nothing in this Agreement is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of Sections 2, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive termination.

8/24/2015

Accepted and Agreed as of the __ day of _____, 201_.


**CUSTOMER:**

By: _Sean Whiteley-Ross_
66756E66A0E645D...

Name: Sean Whiteley-Ross

_____

       Title: CFO


**INTEGRA:**
**INTEGRA TELECOM HOLDINGS, INC.**

By: _Stuart Taubman_
982E8CB5F834459...

Name: Stuart Taubman

_____

Title:

Sr. Director

_____


Attachments:



Schedule A – Policies and Procedures in effect as of date of MSA



Schedule A
to
Master Services Agreement


*Policies and Procedures in effect as of date of MSA*

**Schedule B to**

**Master Services Agreement**

## *Work Element Table*

Table 1:

| Work Element | Owner | Status | Notes |
|---|---|---|---|
| **Inside Wiring Complete** | OCHIN | | |
| **Circuit installed and tested to Demarc** | Integra | | |
| **Circuit extended from Demarc to OCHIN Router** | OCHIN / SA | | |
| **Circuit Verified Operational @ OCHIN router** | OCHIN / Integra | | This happens on circuit activation call. Circuit should be UP/UP |
| **OCHIN EPIC Accessible** | OCHIN | | |
| **Circuit operational for 3 days w/o Error** | OCHIN/Integra | | |
| | | | |

**EXHIBIT A**
**TO**
**MASTER SERVICES AGREEMENT**

<u>**INTEGRA POLICIES AND PROCEDURES AS OF DATE OF AGREEMENT**</u>

# 1. PRIVACY POLICY

In the course of doing business with Integra and its affiliated operating companies ("Integra") you may share personal, business, and financial information with us. We treat this information as confidential and recognize the importance of protecting access to it. You should note, however, that it is impossible to guarantee that such information is or will be completely safe from unauthorized access or use.

You may provide information when communicating or transacting with us in writing, electronically, or by telephone. For instance, information may come from requests for forms or literature, contracts, and your transactions and account positions with us. On occasion, such information may come from outside agencies or communications providers, and others that provide services to us. In addition, Integra Telecom may collect information during visits to our websites, usually in the form of cookies, registration forms, and log files.

We do not sell information about current or former customers to any unrelated third parties, and we do not disclose it to third parties unless necessary to process a transaction, service an account, to protect the security and integrity of this website and our services and network, to protect our rights and property and the rights and property of others, to respond to claims that submitted information violates the rights or interest of third parties, to take precautions against liability, to correct technical problems and malfunctions in how this website operates and in our systems and services, pursuant to a customer's specific direction, or as otherwise permitted or required by law or legal process. You should note that in connection with our data services, when you register a domain name, your address, e-mail and phone number are published in the public WHOIS database which is available for public viewing.

In the event we, our parent or any of our affiliates or subsidiaries are acquired by another entity or merge with a third party, information you provide to us may be transferred to that entity or one or more of its affiliates. We will take steps to inform the any successor entity that it will be bound to respect the provisions of this Policy with regard to any Personal Information in its possession prior to the acquisition or merger. In the event of bankruptcy, both this policy and the provisions of applicable law will apply.

Integra may use information you provide to inform you about additional services and products offered by the Integra family of companies and Integra authorized agents whose offerings might be of interest to you, unless you instruct otherwise, and in accordance with applicable laws and regulations.

This web site may contain links to third party Web sites. While we try to link only to sites that share our standards and respect for privacy, we are not responsible for the content or the privacy practice of any third party Web sites. For this reason, we encourage you to review the privacy policies of these Web sites before disclosing any personal information to or through them.

If you have any questions or concerns about this Privacy Policy or the privacy practices of Integra, please contact us by phone or by sending an e-mail request to privacy@integratelecom.com.

# 2. INTERNET ACCEPTABLE USE POLICY

This Acceptable Use Policy specifies the actions prohibited by INTEGRA to users of the INTEGRA Network. INTEGRA reserves the right to modify this Policy at any time.

## 2.1  General information

INTEGRA TELECOM, INC. is committed to providing high-quality Internet products and services for its customers. INTEGRA also is committed to being a responsible member of the Internet Community. Therefore, INTEGRA holds both itself and its customers to a higher standard of accountability as set forth in this Acceptable Use Policy. INTEGRA's Acceptable Use Policy specifies the actions prohibited by INTEGRA to users of the INTEGRA Network. INTEGRA reserves the right to modify this Policy at any time. If INTEGRA receives abuse complaints, INTEGRA will work diligently to resolve these complaints with our customers. However, if a customer does not abide by INTEGRA's Acceptable Use Policy or otherwise fails to cooperate adequately in the resolution of any complaint, INTEGRA may assess the customer a fee of $100 per abuse complaint and may immediately restrict or terminate the customer's services, at INTEGRA's sole discretion, in addition to any other remedy that may be available to INTEGRA.

## 2.2 Illegal use

The INTEGRA Internet Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law, policy, rule, or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, pornographic, defamatory, constitutes an illegal threat, or violates export control laws. INTEGRA has the right, in its sole discretion, to take such action as necessary, including but not limited to: blocking or suspension or termination of the customer's services, relative to any material that in INTEGRA's sole judgment violates this Policy. INTEGRA is not responsible nor will INTEGRA be liable for the removal of, failure or delay in removing any such material.

## 2.3 System and network security

Violations of system or network security are prohibited and may result in criminal and civil liability. INTEGRA will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting.

## 2.4  Email

Sending or causing to be sent unsolicited electronic mail messages (spam), including, without limitation to commercial advertising and informational announcements is explicitly prohibited. INTEGRA customers may not alter the headers of outbound email messages to conceal an email address or to prevent recipients from responding to a message. Additionally, a valid reply-to address is required for all outbound email. A user shall not use Integra's mail server to deliver bulk email of 100 or more recipients per mailing, or another site's mail server to relay mail without the express permission of the site. INTEGRA reserves the right to take any and all legal and technical action required to prevent mail relaying, and unsolicited email from entering, utilizing or remaining within the INTEGRA Network. A customer running their own mail server may not relay through Integra's mail servers. If Integra receives complaints resulting from an open relay, the customer may be subject to network restrictions, deactivation and/or an assessed fee of $100 per complaint. POP (Post Office Protocol) mail clients should be configured to check for new mail at intervals no shorter than 5 minutes. A customer performing excessive checks for new mail may be blocked from accessing the POP mail server until proper customer configuration changes have been made.

## 2.5 Distribution of Internet Viruses or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses and other destructive activities such as cracking is expressly prohibited.

## 2.6 Other Activities

Engaging in activities, whether lawful or unlawful that INTEGRA determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations is expressly prohibited.

## 2.7 DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH AN INTEGRA WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH AN INTEGRA NETWORK OR WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." INTEGRA, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS WEBSITE OR NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. INTEGRA DOES NOT GUARANTEE THAT ITS NETWORK OR WEBSITES WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL INTEGRA, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS NETWORK OR WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND-FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF INTEGRA, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY INTEGRA NETWORK OR WEBSITE WILL NOT EXCEED $100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF INTEGRA, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

## 2.8 Indemnification

You agree to indemnify, defend and hold harmless INTEGRA from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our Website or Network; or (5) your use of our Website or Network.

## 2.8 Modification of the Policy and Agreement

We reserve the right to modify this Policy and Agreement at any time, effective upon its posting, as modified, on www.integratelecom.com. You agree to the Policy and Agreement by accessing or using our Website, products or services, or by sending any electronic transmission through our Network.

## 2.9 Miscellaneous

Any failure to insist upon or enforce performance of any provision in this Policy and Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy and Agreement. INTEGRA may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

## 3. TOLL FRAUD POLICY

This Toll Fraud policy defines toll fraud and specifies actions the Customer and Integra will take to address such fraud.

### 3.1 Toll Fraud

Toll Fraud is the theft of long distance service. It typically occurs when a party gains remote access to the Customer's PBX or key system located at the Customer's premise. Toll fraud may also occur through unauthorized use of the Customer's calling cards.

### 3.2 Compliance

Customers should immediately notify Integra of suspected Toll Fraud by calling the Integra Customer Care Center. Be prepared to identify the means by which the fraud occurred, if known, and any modifications made to Customer Premise Equipment (CPE) in an attempt to stop the Toll Fraud. Upon notice, Integra will investigate any suspected Toll Fraud, and may block, suspend, or otherwise limit the ability of the Service to prevent continued Toll Fraud. Customer agrees to cooperate with Integra in the investigation, including the reporting of such incidents to the appropriate Field Office of the Federal Bureau of Investigation. Customer agrees to provide Integra with such information and documentation as Integra may request, including any reports, testimony or affidavits submitted to law enforcement.

### 3.3 Liability

Integra is dedicated to leading the industry in providing quality, user-friendly network services and CPE. As part of that commitment, Integra respects the right of its customers to choose the Integra services and equipment that meet particular Customer needs, so long as the use is lawful and does not violate Integra's policies and procedures. The freedom of the Customer to choose among Integra's diverse service applications and the Customer's exclusive control of CPE means that the Customer, and not Integra, is capable of addressing and preventing Toll Fraud. IT IS THE EXCLUSIVE RESPONSIBILITY OF THE CUSTOMER TO PREVENT THE OCCURRENCE OF FRAUD, and Customer is responsible for payment of any charges incurred due to fraud (including Toll Fraud), abuse, or misuse of the Services, whether known or unknown to Customer, and whether or not Integra takes any actions to stop or block Toll Fraud.

## 4. CUSTOMER PROPRIETARY NETWORK INFORMATION

Customer Proprietary Network Information or CPNI is the information that Integra gathers about its customers 1) that relates to the quantity, technical configuration, type, destination, and amount of use of telecommunications services subscribed to by its customers, and that is made available to Integra by the customer solely by virtue of the carriercustomer relationship; and 2) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier. CPNI does not include subscriber list information.

### 4.1 Customer Privacy

Integra offers various communications-related service, including local and long distance service, and telecommunications equipment. In order to better serve your communication needs, from time to time we would like to share your CPNI across product lines within Integra. Integra may also share your CPNI on a limited, as-needed basis with trusted agents and independent contractors that assist Integra in providing you with communication-related services. These parties share a duty to protect your CPNI. Integra will only share your CPNI with its agents and independent contractors with your explicit permission. Our use of CPNI may enhance our ability to offer products and services tailored to your specific needs. Integra will not sell your CPNI to third parties without the appropriate authorization from you, or a law enforcement agency or court of law.

## 4.2 Customer Rights

CPNI is subject to federal and certain state laws and regulations. Integra is fully committed to complying with these CPNI laws and regulations. You have the right to protection of your confidential information and Integra has the duty to protect that information.

If you prefer that Integra not use, disclose, or allow access to your CPNI to offer you our communications-related products and services to which you do not already subscribe, you may "opt-out" - that is, you may direct us not to make these disclosures across additional product lines within Integra. Your decision to opt-out will not affect the provision of any services to which you currently subscribe. You may opt-out at any time by contacting the Integra. Your approval or denial of approval for the use of CPNI is valid until such time as your telephone services are discontinued or you affirmatively revoke or limit such approval or denial. If you choose to opt-out, Integra's ability to offer you certain services to which you do not currently subscribe, including promotions and cost-saving bundled services, may be limited.

## 4.3 How to Contact Us to Opt-Out

If you wish to opt-out you may do so in the following ways:

1.  In writing to Integra at the following address:

    **Integra Telecom, Inc.**
    Attn: CPNI
    1201 NE Lloyd Blvd, Suite 500 Portland,
    OR 97232

2.  Via phone or fax to the Integra Customer Service telephone numbers listed on your invoice.
3.  Online at CPNI.IntegraTelecom.com.

# 5. COLOCATION CENTER POLICIES & PROCEDURES

Integra Telecom, Inc. has adopted the following Policies and Procedures related to our Colocation Services and use of our Colocation Centers. The Policies and Procedures are subject to change as determined necessary by Integra and will be publicly available at all times in the Public Information and Policies page on Integra's website.

## 5.1  Policy Availability

The Integra Telecom Colocation Center Policies & Procedures Document, displayed below, can be downloaded as printable PDF file.

## 5.2 Facilities Access

Access cards and keys to terminals, buildings, or other Integra facilities may be used only for the purpose intended and in accordance with specific instructions. Integra Colocation Customer ("Customer") and its representatives agree to observe and follow all of the current Building Rules and Regulations or other rules, policies and procedures for each Integra facility where Customer obtains services. Customer will comply with the security access procedures for the specific Integra facility.

Only authorized Customer employees, agents, and subcontractors who have been issued access cards and are wearing picture identification badges, may be on Integra property or in an Integra building. Access card requests must be submitted by completing the Integra Colocate Access Badge Agreement Form before access cards will be provided. At some Integra locations, Integra may issue keys instead of access cards to Customer. No keys will be duplicated. Integra will issue two (2) electronic access cards or keys, without charge, for Customer to access the colocation facilities. For replacements and additional access cards or keys, Customer will pay the current fee per access card or key. Only the primary Customer contact as identified by Customer is authorized to request changes to the list of authorized Customer representatives.

It is the responsibility of Customer to maintain control of the issued access cards and keys to the Integra facilities. Access cards and keys must be safeguarded and protected at all times in accordance with established practices. Integra may perform, or request customers to perform, audits of access cards and customer records. Customer must notify Integra in writing of any changes in personnel that require the issuance of access cards or keys to new individuals. Customer must provide a revised Colocate Access Badge Agreement Form incorporating the changes. Keys and access cards will be returned to Integra immediately upon request, and will also be returned to Integra when Customer's employee, agent or contractor who was originally issued the key or access card no longer needs the key or access card. All keys and access cards will be returned to Integra immediately upon termination of colocation services.

Customer must notify Integra in writing immediately when keys and/or access cards are lost or stolen. Under conditions where the loss of keys or access cards by Customer requires, in Integra's opinion, recombination of locks or reconfiguration of the access control system, and/or issuance of new keys and access cards, the cost of labor and material will be charged to Customer at Integra's discretion.

Customer will have access 24 hours per day, 7 days per week for routine maintenance, installation, and deinstallation of Customer's equipment. Customer's employees, agents, or subcontractors on the Colocate Access Badge Agreement Form will be allowed to access their equipment area without an Integra escort. Telephones and break rooms are not for the use of Customer employees and/or their agents or contractors. Customer will not harm, damage or otherwise interfere with Integra's or other customers' equipment at any time.

For Customer contractors and visitors not listed on the Colocate Access Badge Agreement Form, Integra requires a minimum of 24 hours prior written notice authorizing the visitor(s) access. The Customer must call in a request to the Integra Service Center at (800) 360-4467 and have a service ticket confirming the appointment. No building keys or access cards will be issued to Customer's contractor. Upon entry of the Integra facility, Customer's contractor must sign in with name and time denoted. An Integra employee must escort representatives not accompanied by an authorized Customer. If escorted service is required, Customer will be charged the normal technician service fee at Integra's current rate. Customer's authorized representatives who arrive at the Integra facility without an access card or key must contact the Integra Service Center at (800) 360-4467 to gain access. In case of emergency only, verbal authorization for access will be accepted from the primary Customer contact. Customer must be listed on the Colocate Access Badge Agreement Form. Customer or their representatives without an access card or key must be escorted by an Integra employee at all times while in the Integra facility. Customer will be charged the normal technician service fee for escorting the Customer or their representatives.

## 5.3 Use of Colocation Facilities and Acceptable Conduct

Customer and its representatives agree to adhere to and abide by all security and safety measures in effect at a particular Integra facility. Customer agrees to adhere to all federal, state and municipal laws, orders, rules and regulations. Customer agrees to follow all applicable standards; including electrical, mechanical, and safety guidelines. Equipment must be operated within the National Electrical Code (NEC) rules, and local codes as they apply.

Customer agrees to keep all equipment at the colocation space in good order, repair and condition; and to promptly and completely repair all damage to the colocation facilities caused by Customer, except for reasonable wear and tear.

Customer acknowledges that Integra exercises no control whatsoever over the content of the information passing through the customers equipment. For Internet access, Customer and its end-users are subject to Integra's Acceptable Use Policy.

Customer and its authorized representatives will NOT:

- Breach or attempt to breach, the security at an Integra facility.
- Misuse, abuse or otherwise interfere with any property or equipment of Integra's other customers or another third party.
- Disrupt, adversely affect or interfere with other providers of services in the Building or with any occupants' use and enjoyment of the colocation space or the common areas of the Building.
- Harass any individual, including Integra representatives and other Integra customers.
- Engage in any activity that is in violation of the laws or aids or assists any criminal activity while on Integra property or in connection with Services.
- Take photographs or create videos of any part of the interior or exterior of the Integra facility.
- Bring in food or beverages, tobacco products, alcohol, illegal drugs or intoxicants of any kind or be under the influence of alcohol, illegal drugs or intoxicants of any kind.
- Leave any debris and refuse in or about an Integra facility.
- Leave packing and installation material in or about an Integra facility. If Integra has to remove Customer materials, labor charges may be applied.
- Permit any explosive, flammable or combustible material or any hazardous or toxic materials to be located in or about an Integra facility.
- Bring firearms and other weapons into an Integra facility.
- Permit any electro-magnetic devices which could reasonably interfere with computer and telecommunications equipment.
- Have audible alarms generated by equipment in Customer space. Labor time spent by Integra to resolved audible alarms will be billed to customer.
- Remove or leave open cabinet doors for ventilation or any other purpose. If additional ventilation is required, customer must contact the local Integra site manager and obtain approval in writing before any changes are made.
- Prop open exterior and interior doors at any time. The temperature in Integra Colocation Center is automatically set and controlled.
- For customer with multiple spaces, perform any inter-space wiring / cabling without Integra written permission.
- Make modifications to the colocation space, unless expressly authorized by the Integra in writing.
- Store Customer equipment, materials or tools at Integra facilities outside of the customer space, unless the customer has pre-arranged written storage agreement with Integra.

Integra, in their sole discretion, are authorized to remove and/or bar re-entry from the colocation space, facility or building any employee, agent, contractor, licensee or invitee of the customer which Integra staff deems to present a threat of injury, harm or disruption to persons, equipment or property at the colocation center.

## 5.4 Equipment Policies

All equipment will be owned to or be leased by Customer, and will be located in the Building at the sole risk of Customer. Integra will not be liable for damage, theft, misappropriation or loss, except in the event of Integra's gross negligence or willful misconduct.

Each piece of equipment installed in an Integra facility must be clearly labeled with Customer's name (or an identifying code provided in writing to Integra) and phone number for the emergency contact person. Each connection to and from Customer equipment must be labeled with Customer's name (or the Customer's identifying code) and the starting and end point of the connection.

Master Service Agreement (ver. 4-1-15)

Customer is responsible for all Customer equipment. Customer equipment must be configured and run at all times in compliance with the manufacturer's specifications, including power outlet, power consumption and clearance requirements. Customer must provide Integra with at least 48 business hours prior notice when it intends to connect or disconnect any equipment from the Integra network, including cross-connects. Customer may not place any hardware or other equipment in the Integra facility that has not been identified in writing to Integra.

The equipment will be designed and constructed so as to prevent electromagnetic and radio frequency signal leakage. If the equipment fails to prevent such leakage Integra may terminate the colocation services agreement, subject to the conditions herein.

Integra approved power and grounding procedures must be followed. Integra will inspect and approve power and grounding before power is provided to the equipment. Customer equipment must be UL-certified.

Customer will, at its sole expense, maintain and repair Customer equipment to avoid hazard or damage to the Integra facilities or injury to Integra employees, agents, suppliers or the public. Any necessary additional protective devices will be provided by Customer, at Customer's sole expense. Integra will have no responsibility for maintenance or repair of the Customer equipment.

In an emergency or other situation threatening harm to Integra employees, agents, subcontractors, or property, Integra reserves the right to open, inspect, disconnect, and recover Customer equipment that is overheating, smoking, etc.

IN NO EVENT WILL INTEGRA BE LIABLE TO CUSTOMER FOR ANY DAMAGES, DIRECT OR INDIRECT, TO CUSTOMER EQUIPMENT ARISING OUT OF CUSTOMER'S USE OF THE BUILDING OR THE SERVICES PROVIDED HEREUNDER, EXCEPT TO THE EXTENT SUCH DAMAGES ARE THE DIRECT RESULT OF INTEGRA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

At the expiration or earlier termination of the colocation services agreement, Customer will remove Customer equipment and personal property from the Building in a neat and orderly manner, and repair all damage caused by such removal, excluding normal wear and tear, at Customer's sole expense. Any property not so removed within thirty (30) days after the expiration or termination of the colocation services agreement will be deemed abandoned and the property of Integra, and Customer will be liable for all costs incurred by Integra from removing the equipment and repairing the Building as a result thereof.

Protection of Integra's investment in equipment, tools, supplies, materials, and vehicles against loss, theft, damage, vandalism, or unauthorized disposal is vitally important. Tools, supplies, materials, telephones and other equipment and facilities are purchased with Integra funds for Integra use. They belong to Integra, and are not to be used without permission by the local Integra site manager or be removed by Customer.

## 5.5 Installation Procedures and Policies

Customer is to provide notice to Integra regarding the installation of Customer equipment. Customer will coordinate with Integra regarding delivery, timing and location of said equipment. Customer is responsible for installing its own equipment in the space Customer has leased. Customer acknowledges and agrees that Integra is not responsible for any damage of any kind to the Customer equipment and hereby releases and indemnifies Integra for any and all such claims, damages and liabilities.

Prior to the commencement of any custom installation work within the Customer colocation space, Customer will, at its cost and expense, prepare and deliver to Integra working drawings, plans and specifications (the "Plans") detailing the technical characteristics, location, and size of the equipment, specifically describing the proposed installation and related work, and detailing the schedule for all installation activities. No work will commence until Integra, in its sole discretion, has approved the Plans in writing.

Customer will:

- perform installation and related work in a professional and safe manner consistent with the equipment manufacturers' specifications and other reasonable requirements established by Integra; and
- perform construction and work so as to minimize interference with the operation of the Building and the occupants' activities and businesses; and

- perform heavy construction or installation activities which would reasonably be considered as disruptive or noisy before 8:00 a.m. and after 5:00 p.m.; and
- obtain necessary federal, state and municipal permits, licenses and approvals, prior to the commencement of any installation and related work; and
- conduct its installation activities using trained technicians; and
- be responsible for safety conditions in the areas of work performance at all times; and
- keep the installation areas safe and orderly at all times; and
- upon completion of installation, leave the Building clean and free from all materials, tools, and equipment not required after installation and from all rubbish and debris which results from installation.

Integra will have the right to order Customer to prevent or stop installation activities, without liability to Integra, if such activities, within Integra's sole judgment, will interfere or are interfering with the operation of the Building or the occupants' activities and quiet enjoyment thereof.

## 5.6 Facility Modifications

Customer may not make any construction changes or material alterations to the interior or exterior portions of an Integra facility, including any cabling or power supplies for its equipment.

Integra may perform and manage construction or material alterations within an Integra facility upon requests by Customer at rates to be negotiated between Integra and Customer. Customer will pay or cause to be paid all costs and charges for work done by Integra on or about the Integra facility and for all materials furnished for such work. Customer will indemnify Integra against and hold Integra harmless against all liabilities, liens, claims and demands on account of such work done by or on the behalf of Customer.

## 5.7 Relocation

Integra will have the right to relocate or require the relocation of Customer equipment, if such relocation is necessary in Integra's reasonable judgment. In such event, Integra will provide Customer with reasonable advance notice of the need to relocate the equipment, and the parties will meet to agree upon the activities required for such relocation. Integra will be responsible for all costs related to meeting its obligations under this colocation services agreement in providing the new relocation space. Customer will be responsible for all costs of relocating the equipment to the new space.

If Customer and Integra are unable to agree upon the terms of such relocation, Customer may terminate the colocations services agreement upon thirty (30) days prior written notice and remove Customer equipment within 30 days and restore the premises to its original condition, normal wear and tear excepted. If Customer fails to either terminate or relocate in a timely manner, Integra may either relocate the equipment at Customer's expense and without liability, or terminate colocation services without liability to Customer.

## 5.8 Termination or Suspension Of Colocation Services Agreement

Integra reserves the right, at all times, to suspend the colocation services agreement and suspend access to the Integra facility and any and all Integra services, including electrical power; furthermore, Integra reserves the right, at all times, to remove, change, or otherwise terminate the operation of the Customer equipment installed in Customer's space without notice if Integra deems, in its sole discretion, that suspension is necessary either (i) to protect the public or Integra's employees, agents, subcontractors, facilities or services from damage or injury of any kind, or (ii) because Customer's use of the colocation space violates any law, rule or regulation. Integra may also suspend Integra services after notice to Customer in accordance with the terms of the colocation services agreement. Integra will use reasonable best efforts to notify Customer promptly of a suspension, and work in cooperation with Customer to remedy the situation and resume Services.

## 5.9 Maintenance Periods

Scheduled maintenance will mean any maintenance at the Integra facility at which Customer's equipment is located that is performed during the standard maintenance window, defined as 11:00 p.m. to 6:00 a.m. every day.

In the event an emergency situation arises, Integra may be required to perform emergency maintenance, without any liability to Integra, if deemed necessary in Integra's reasonable judgment. Notice of emergency maintenance will be provided to Customer's primary contact by a method elected by Integra (telephone, email, text message, fax, or page). During these scheduled and emergency maintenance periods, Customer equipment may be unable to transmit and receive data and Customer may be unable to access its equipment. Customer agrees to cooperate with Integra during any scheduled or emergency maintenance period.

## 5.10 Support

If Customer requires support from Integra, Customer may call the Integra Service Center at (800) 360-4467. When Customer calls Integra for support, Customer should be prepared to provide the following:

- Customer name
- Contact name
- Contact telephone number
- Contact email address
- Colocation center address
- Brief description of problem or issue with relevant supporting information

Upon receiving a request for assistance from Customer, Integra will log Customer's issue in the Integra's trouble tracking system. Customer will be provided the trouble ticket number for future reference. Customer will be provided regular status updates as well as closing/resolution information.

## 5.11 Remote Hands Service

Integra will also provide Remote Hands support for basic operational functions on a time-and-materials basis upon individual requests by Customer. The current rates will apply for this support.

Basic Remote Hands support include:

a. Report space and equipment status. Integra will report status of LED lights, LCD readouts, state of toggle switches, status of cable connections, and other visual parameters
b. Reboot equipment per Customer instruction
c. Press reset or other button on the front panel or other easily reached location on the equipment per Customer instruction
d. Reconnect loose cables per Customer instruction
e. Rest or shut down power to equipment per Customer instruction
f. Receive shipment and/or store Customer equipment
    1. Integra will receive and store equipment prior to installation with a receipt and approval a Ticket at least three (3) days prior to the shipping date.
    2. Delivery must take place Monday–Friday, 8 a.m.–5 p.m. local time, excluding Holidays.
    3. Customer will supply a complete inventory of items to be shipped to Integra to be included in the Ticket.
    4. Minimum of two (2) hour service fee at the standard hourly rate, plus the current per day storage rate.
    5. Customer will make all reasonable efforts to coordinate delivery of equipment to Integra and the installation of equipment to prevent long-term storage. Integra reserves the right to return any equipment that has been stored more than thirty (30) days, at Customer's cost.

To order Remote Hands service, Customer will request a Service Ticket ("Ticket") by calling the Integra Service Center at 1-800-360-4467. Integra will contact the Customer to discuss the activity requested. Integra will make an effort to accommodate Customer's request and will either accept the request as submitted, discuss an alternative approach with the Customer, or reject the Customer's request. Based on the parties' discussion, Integra will identify

the date Integra is available to provide the Service ("Service Date"), and specify a time that the Integra personnel will be at the location identified within the Ticket to perform the requested Service ("Service Time").

In case of changes to the Ticket, Integra will note any modifications on the Ticket, and return the Ticket to the Customer contact via email. Upon receipt, Customer will accept the revised Ticket by replying with an email acknowledgement.

Remote Hands service will be provided on a time and materials basis, including travel time from dispatch to Customer's colocation space and return to the dispatch location. The standard rate will apply during normal working hours, defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time. Off-hour rate will apply to evenings, weekends, and holidays.

The following days are considered "Holidays": New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. Integra reserves the right to modify this list of Holidays by providing written notice, via email, to Customer. Such a modification will impact charges incurred ten (10) calendar days after receipt of such notice.

A Service may require a minimum charge. If actual performance of the Service exceeds the established minimum time, thereafter Customer will be billed at the appropriate hourly rate in increments of 15 minutes. In order to cancel or reschedule Service, Customer must provide notice to Integra no less than 72 hours prior to the Service Date and Service Time noted in the Ticket. If Customer cancels or reschedules Service with less than 72 hours prior notice, Customer will pay Integra the greater of (a) Four (4) hours of the current hourly rate for the scheduled time, standard or off-hours, or (b) actual time and materials involved with Integra's reasonable attempted performance of the Ticket.

On the Service Date and at the Service Time, an Integra representative will call the Customer contact for instructions. If the Customer contact is not available, the Integra representative will leave a call-back number, and will remain oncall for 60 minutes. If Customer fails to contact Integra within such 60 minute period, Customer will be charged as a cancelation or reschedule event. If Customer contacts Integra within such 60 minute period, Customer will be charged from the Service Time through completion of the Service.

Integra's representative will perform each Service until completed and/or until Customer releases the Integra representative. Notwithstanding, no Integra representative may work more than 14 hours in a 24 hour period, including travel time. If a Service is interrupted by such limitation, Integra and Customer will coordinate a new Service Date and Service Time for completion of the Service.

## 5.12 Insurance Required

Customer will maintain the following minimum insurance policies:

- Workers' Compensation with statutory limits, and Employer's Liability Insurance with a limit of $1,000,000.

- General Liability Insurance with a combined single limit of $2,000,000 per location, naming Integra and the Landlord (if necessary) as Additional Insured.

- Automobile Liability Insurance with a limit of not less than $1,000,000 per occurrence covering the ownership, operation and maintenance of all owned, non-owned, or like vehicles, naming Integra and the Landlord (if necessary) as Additional Insured.

All required insurance policies will be maintained by Customer while Customer is in contract for Integra colocation space and any period during which any claims arising from the colocation services agreement are or may be outstanding. Upon Customer's default in obtaining or delivering any such policy or certificate of insurance or Customer's failure to pay the premiums therefor, Integra may (but will not be obligated to) secure or pay the premium for any such policy and charge Customer the cost of such premium, or Integra may immediately terminate the colocations services agreement and all associated term(s) without liability to Customer. Customer will provide Integra Certificates of Insurance indicating the required coverage prior to accessing the colocation space. Customer will

Master Service Agreement (ver. 4-1-15)

notify Integra in writing not less than thirty (30) days prior to any cancellation or material change in coverage or provider.

## *5.13 General*

Parking spaces cannot be reserved for Customer employees on Integra property. Customer employees must obey parking lot directional signs, speed limits and proper parking. Personal long distance calls are not to be charged to Integra telephones, nor made on an unauthorized basis from switchboards, test-boards, terminals, or other facilities locations.

## *5.14 Condition of Space And Building*

INTEGRA MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER HAS INSPECTED THE SPACE, ACCEPTS THE SAME "AS IS" AND AGREES THAT INTEGRA IS UNDER NO OBLIGATION TO PERFORM ANY WORK OR PROVIDE ANY MATERIALS TO PREPARE THE SPACE OR THE BUILDING FOR CUSTOMER.

## *5.15 Adherence to Rules And Policies*

THE INTEGRA COLOCATION CENTER POLICIES AND RULES AND OTHER INTEGRA POLICIES AND PROCEDURES MUST BE ADHERED TO AT ALL TIMES. CUSTOMER AGREES TO COMPLY AT ALL TIMES WITH FEDERAL, STATE AND MUNICIPAL LAWS, ORDERS, RULES AND REGULATIONS APPLICABLE TO ITS ACTIVITIES AND ITS EQUIPMENT. VIOLATION OF SUCH POLICIES COULD RESULT IN A REMOVAL OR DENIAL OF ACCESS TO INTEGRA FACILITIES AND/OR TERMINATION OF THE COLOCATION SERVICES AGREEMENT(S).

# 6. INTEGRA STATIC ROUTING POLICY

This document outlines Integra's policy when performing customer static routing. The policies herein are designed with the intent of maintaining Integra as a good internet citizen, reducing possible routing problems internet wide, and to reduce the possibility of legal implications of originating IP prefixes foreign to Integra's network.

Integra will only static route Integra owned net-blocks if the following criteria is met:

1. Integra's IP Admin has assigned a net-block from an Integra CIDR block, and the net-block has a valid SWIP record reflecting its proper sub-delegation.

Note: Net-blocks delegated and routed to Integra customers within Integra CIDR blocks will be advertised to Integra peers as aggregate CIDR blocks only and will not be advertised individually.

Integra will only static route net-blocks foreign to Integra's network if their prefix length is less than or equal to /24 and one of the following criteria is met:

1. The net-block has been delegated to the customer directly by ARIN (or similar registry) and the customer has provided LOA to Integra indicating that it is acceptable for Integra to route the net-block.
2. The net-block has been sub-delegated by another upstream of the customer, the sub-delegation has been SWIP'd to that customer, and the customer has provided LOA to Integra indicating that it is acceptable for Integra to route the net-block.
3. The net-block has been directly delegated by ARIN (or similar registry) to another organization and that organization has provided LOA to Integra indicating that it is acceptable for Integra to route the net-block.

Integra reserves the right to add, delete and modify any of the policies at any time at Integra's sole discretion without notice.

# 7. Copyright Policy and Copyright Agent

If you believe that an Integra customer has infringed your copyrights, please notify Integra's Copyright Agent and provide the following information:

   i.      An identification of the copyrighted work claimed to have been infringed;
   ii.     An identification of the material that you claim is infringing (including the URLs of the pages on which those materials appear) so that Integra may locate the material;
   iii.    Your address, telephone number, and e-mail address;
   iv.    A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
   v.     A physical or electronic signature of the owner of the copyright interest or of the person authorized to act on behalf of the owner of the copyright interest.

Integra's Network Abuse department can be reached at networkabuse@integratelecom.com, or by mail at Integra,

Attn: Network Abuse, 1201 NE Lloyd Blvd., Portland, OR 97232, or by telephone at 503-453-8000   .

Integra  may forward the information that you have provided to the alleged infringer. In response to your notice, Integra  also may remove the web pages that contain the allegedly infringing content, in its discretion, if Integra provides web-hosting services to the alleged infringer.

If Integra provides ISP services, but not web-hosting services, to the alleged infringer, Integra does not have the ability or control to remove specific pages of the web site, but may, in its discretion, terminate the accounts of customers who appear to infringe another's copyright.

# 8. SUBPOENA, CALL TRACE, AND TRAP & TRACE POLICY

## *8.1  General*

This Subpoena, Call Trace, and Trap & Trace Policy applies to all wholly-owned subsidiaries of Integra Telecom, Inc., including Eschelon Telecom, Inc. and Electric Lightwave LLC. The Integra Telecom ("Integra") Privacy Policy provides that we will not release personally identifiable information, that is, information sufficient to identify a particular subscriber, including account and call record information, except under specific circumstances. The Privacy Policy provides in part as follows:

Occasionally, Integra may be required by law enforcement or judicial authorities or other legal process to provide information collected from its customers and web visitors. We will disclose such information upon receipt of a court order or subpoena, or as otherwise provided by law.

If you seek the identity of or account information about an Integra customer in connection with a criminal or civil legal or investigative matter, you must serve Integra with a valid subpoena, court order, or other valid law enforcement directive, at the address below, either in person or via facsimile transmission, or at our agent for service of process. You must also agree to compensate Integra for our subpoena response services according to the terms of this policy and/or any applicable rule or law.

Subject to the restrictions on disclosure of information to customers set forth above, Integra must provide Call Trace and/or Trap & Trace upon request from its customers or law enforcement agencies. The request must be in writing unless there is an emergency situation. An emergency situation is any situation wherein there is an imminent risk of substantial bodily harm, death, or abduction. If there is an emergency situation, Integra may conduct the Call Trace or initiate the Trap & Trace procedures upon oral request, however, no records will be released prior to written

confirmation verifying, to Integra's satisfaction, the identity of the requestor as a law enforcement officer. Under no circumstances will Integra release any records to anyone other than a law enforcement officer.

If an Integra customer requests or activates (through special dialing code) a Call Trace, Integra must conduct the Call Trace for the customer. The customer must immediately notify Integra Customer Care that a Call Trace has been activated. However, Integra will not release the results of a Call Trace or a Trap & Trace effort to its customer. Integra must refer all information captured by a Call Trace or Trap & Trace to the appropriate law enforcement agency and direct the customer to work directly with the law enforcement agency.

IF YOU ARE A CUSTOMER WITH AN EMERGENCY, DO NOT CALL INTEGRA - CALL 911 IMMEDIATELY.

## 8.2 Service of Subpoenas and Other Legal or Law Enforcement Directives

All criminal or civil subpoenas served directly upon Integra should be directed to the custodian of records listed below:

Custodian of Records
Integra Telecom
6160 Golden Hills Drive
Golden Valley, Minnesota 55416 Facsimile:
763-745-8459

Questions or requests for assistance should be directed to:
Kim Wagner, Legal & Regulatory Administrator, 763-745-8468 or kim.wagner@integratelecom.com; or Ann Tollefson, Executive Assistant, 763-745-8465, or amtollefson@integratelecom.com.

## 8.3 Notice to Subscribers

Unless prohibited by law, upon receipt of a valid civil subpoena, Integra may notify the customer whose information is sought via facsimile or U.S. mail.

## 8.4 Fees for Subpoena Compliance

Integra charges the following rates for compliance with civil and privately-defended criminal case subpoenas. We will invoice the person or entity submitting the subpoena following receipt. The subpoena proponent must make payment within 30 days from the date of receipt of our invoice. Checks should be made payable to Integra Telecom. Integra's subpoena compliance fees and charges are as follows:

- $75.00 for response including research time
- $0.25 cents per copy

# 9. CUSTOMER DELAY OF SERVICE INSTALLATION

The Integra Master Services Agreement states: "If Customer delays the Installation of Services, certain fees and facility reservation charges may be charged to Customer as described in Integra's Policies and Procedures." (§ 1) Those fees and charges are described here.

Due Date Change per Order Non-Recurring Charge: $150.00

A non-recurring Due Date Change charge of $150.00 will apply per order to all Customer requests to delay the Installation of Services.

Facility Reservation Charge: Monthly Recurring Rate for the Finished Circuit/Service

The Facility Reservation Charge applies in situations in which the Company can accommodate the Customer's original scheduled Installation of Service date but the Customer delays Installation of Service. A monthly Facility

Reservation Charge in the amount of the monthly recurring rate for the finished circuit/service applies, if one or both of the following circumstances exist (except as provided in the Note below):

1.  Customer provides less than 6 days' notice of the delay in the original scheduled Installation of Services date.
2.  Customer delays the original scheduled Installation of Service by more than 10 days.

Note: A Facility Reservation Charge does not apply when the Customer provides 6 or more days of notice for a onetime delay of 10 days or less in the original scheduled Installation of Services date.

If the delay in installation is less than one month, the Facility Reservation Charge will be pro-rated to reflect the actual days delayed (in some cases, depending on the billing cycle, via a subsequent adjustment).

The table below summarizes the circumstances when the Due Date Change per Order Charge and Facility Reservation Charge apply.

| Notification (Days) | Change in Original Installation Date (Days) | Due Date Change Charge | Service Facility Reservation Charge |
|---|---|---|---|
| 0 to 5 | ≤10 | YES | YES |
| | >10 | YES | YES |
| ≥6 | ≤10 | YES | NO |
| ≥6 | >10 | YES | YES |

# 10. NET NEUTRALITY DISCLOSURES

Integra is committed to providing high-quality Internet access services and is committed to being a responsible member of the Internet Community, including adhering to the "net neutrality" rules set forth by the Federal Communications Commission (FCC).

## 10.1 Transparent Network Management Practices

Integra's data network is designed to provide its customers with highly reliable Internet access and data transmission services. Integra has redundant data backbone facilities and equipment which instantaneously re-routes traffic in the event of a cable cut or other outage. We monitor our network's performance twenty four hours a day seven days a week. We measure capacity utilization at each routing and switching node within our network. When peak utilization consistently exceeds fifty percent of capacity at a node, we augment capacity to prevent customers from experiencing blockages. We do not dedicate capacity to individual customers utilizing our mass market Internet access products. We constantly manage our data network capacity to avoid blockages.

Integra has a 7x24x365 team of people who proactively monitor all network elements and services. This team uses advanced industry tools to gain visibility to impairments as well as services that may become impaired. These tools provide Integra the ability to identify deteriorating situations allowing us to resolve problems before they become service impacting. Our fundamental network design and build strategy is aimed at avoiding blockages. It is important to note that Integra has hundreds of peering partners. While data transmission over our network is rarely subject to

blocking, that is not necessarily true for the networks with which we interconnect. Consequently, customers may experience blockage due to the network serving the destination or origin of their traffic or because an intermediate carrier's network is congested. We take trouble reports and investigate every instance where customers report blockage or other service issues. We continually seek out new peering partners to make data transmissions more efficient and work with our existing peering partners to improve service.

## 10.2 No Blocking or Unreasonable Discrimination

Subject to our Acceptable Use Policy and Internet Access Policy, Integra does not block or impose rate-controls for specific protocols nor restrict interconnection of specific network devices. Integra's policies addressing acceptable use, Internet access, end-user security, and privacy, can be found at Public Information and Policies Overview. Complaints and net neutrality concerns can be directed to Integra Customer Care.

## 10.3 Third Party Content or Edge Providers

Integra recognizes its mass market Internet access customers may have interaction or commercial relationships with third party content, applications, service, and device or "edge providers." The following disclosures apply to Integra's mass market Internet access customers and to third party edge providers:

Parties other than Integra may offer and provide products and services on or through non-Integra websites. Integra is not responsible for the contents, links or privacy of any third party linked website. Integra is not responsible for examining or evaluating, and Integra does not warrant the offerings of, any third party businesses or individuals or the content of their websites. Integra does not assume any responsibility or liability for the actions, products, and contents offered by third party content, applications, service, and device providers.

## 10.4 Mass Market Internet Access Services

Integra's mass market includes the businesses that purchase undifferentiated, standard, or un-negotiated, priced products and services from Integra. With regard to fixed broadband Internet access service these services include, DSL Internet Access, Broadband Internet Access, and any bundling or packaging of these services. The product list includes:

- DSL Internet Access
- Broadband Internet Access

Integra's mass market Internet access service is delivered over digital subscriber line (DSL) technology. DSL is a modem-based technology for broadband data access over ordinary copper telephone lines from homes and businesses. There are many types of DSL, each with their own specifications. They are sometimes referred to as last-mile (or first mile) technologies because they are used only for connections from a telephone switching station to a home or office, not between switching stations.

Integra's mass market Internet access service is delivered over asymmetric ADSL2+ (DSL Internet Access) and bonded (Broadband Internet Access) ADSL2+ communication technology. ADSL2+ is a form of DSL in which the bandwidth available for downstream connection is significantly larger than for upstream. The data-rate of ADSL2+ depends on the length and technical characteristics of the line (e.g., gage of wire, presence of bridge taps, and other such features that affect the line characteristics) connecting the end-user to Integra's network serving office. ADSL2+ is an ITU (International Telecommunication Union) standard (see www.itu.int).

Some of our customers receive Internet access via CenturyLink's (formerly Qwest) service and CenturyLink's Internet service policies may be found on the website. If you are not sure whether your Internet access service is provided via CenturyLink, please contact your Integra customer service representative.

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## 10.5 Mass Market Internet Access Services: Price List

| DSL Internet Access | Monthly Charge | Non-Recurring Charge |
|---|---|---|
| Up to 1.5 Mbps / 768 Kbps | $34.95 | $99.00 |
| Up to 3 Mbps / 768 Kbps | $44.95 | $99.00 |
| Up to 6 Mbps / 768 Kbps | $54.95 | $99.00 |
| Up to 10 Mbps / 768 Kbps | $64.95 | $99.00 |
| Up to 20 Mbps / 768 Kbps | $74.95 | $99.00 |

# Broadband Internet Access

| | | |
|---|---|---|
| Up to 5 Mbps / 2 Mbps | $49.95 | $99.00 |
| Up to 15 Mbps / 2 Mbps | $69.95 | $99.00 |
| Up to 25 Mbps / 2 Mbps | $89.95 | $99.00 |

# PS/ ALI REFERRAL

The emergency services industry has expanded capabilities for faster emergency response, including a service called PS/ ALI (private switch/automatic location Identification).  PS/ ALI is a service that allows users of multi-line telephone systems, like PBXs, to directly control and update the location information of their telephone stations in the 911 database.  Vendors offering PS/ ALI service provide electronic portals enabling direct customer updates or managed update services.

PS/ ALI improves emergency response with more accurate location information when 911 is dialed.

## Integra refers all PS/ ALI requests to outside third party providers.

Integra provides one emergency response location per circuit:
    One Address per Basic Business Line        One Address per T1

## I want PS/ ALI service.  What do I do next?

The customer will need to contact a third party PA/ ALI provider directly.  When a PS/ ALI provider is chosen, that vendor works with the customer to map station locations, setups the 911 update capability & coordinates with Integra's Corporate 911 Administrator.
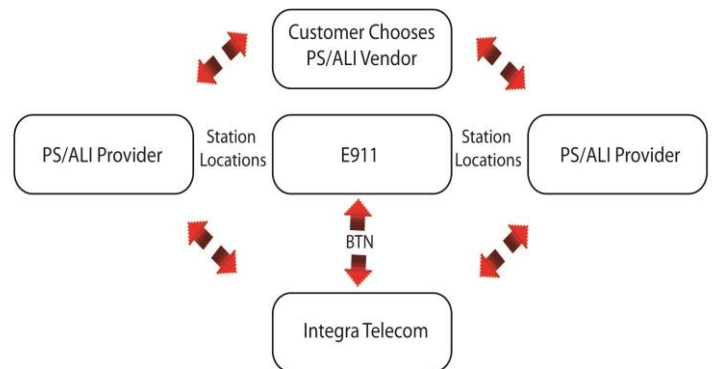


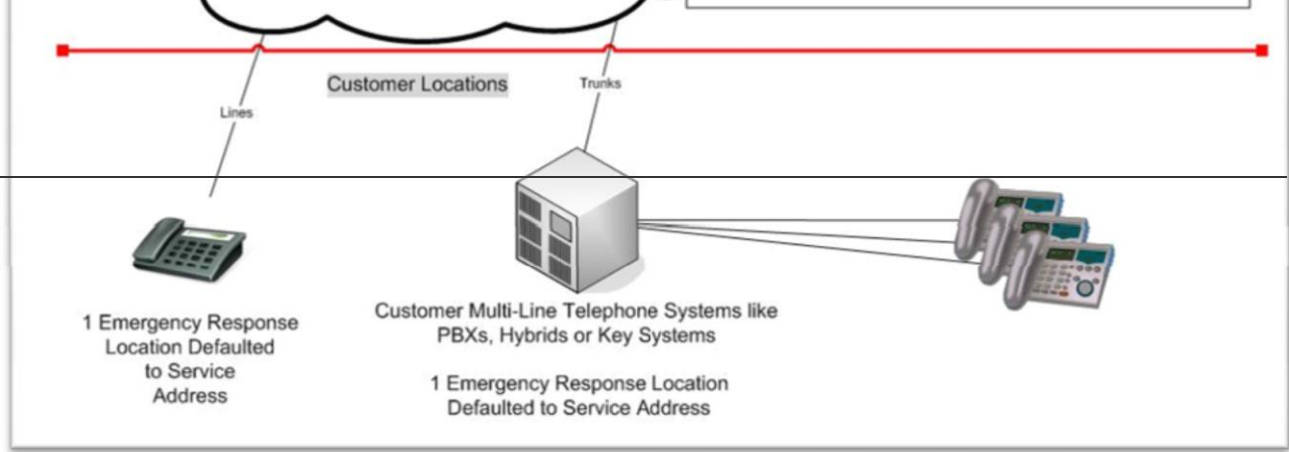## PS/ ALI Providers

### Qwest Regional Contacts
MN Metro:  Keith Maxwell  |  612. 307.0212
MN North & ND:  Chad Haines  |  612.288.7476
OR, WA, ID:  Linda McKelvey  |  303.707.5235
CO, MT, UT, WY:  McKelvey Jones  |  303.707.5235
AZ, NM:  Lisa Sheridan  |  623.434.1776

### PS/ ALI Public Websites
http://www.fcc.gov/pshs/services/911-services/
http://www.nena.org/
### 911 ETC
Michael Anderson, Senior Account Manager  |  425.444.7990

## RESPONSIVE. RELIABLE. LOCAL.

*integra* TELECOM

Customer Locations

1 Emergency Response
Location Defaulted
to Service
Address

Customer Multi-Line Telephone Systems like
PBXs, Hybrids or Key Systems

1 Emergency Response Location
Defaulted to Service Address

INTEGRA will provide Customer with the following emergency service addresses:

- **For Basic Business Lines** - INTEGRA programs the emergency response location to be the service address of each line.

- **For any Integrated T1 Business Line Service** - INTEGRA programs the emergency response location to be the service address of each line.

- **For Basic Business Line over T1** - INTEGRA programs one emergency response location to be the service address for each line.

- **For Basic Voice Trunks or PRI Voice Trunks** - INTEGRA programs one emergency response location to be the service address for each circuit.

INTEGRA refers all PS/ALI to third parties.  If Customer implements PS/ALI, Customer must coordinate with the Integra corporate 911 Administrator to ensure station identification pass-through is enabled; otherwise, the INTEGRA default actions outlined above will remain in place.

# INTERNET ACCESS POLICY

1. **DOMAIN NAME SERVICE**   Domain Name Service ("DNS") is a corner stone capability/requirement in any use of the Internet.  Domain names and DNS servers are essential to the proper function of anyone who uses or provides services via the Internet. As specified by Internet RFC's 1034 and 1035, "There must be a valid Internet Domain Name attached to any network connected to the Internet."  As such, Customer must have a registered Internet Domain Name before INTEGRA can host primary DNS for Customer's network, or provide secondary DNS for Customer's network.

2. **ROUTING ABILITY ON THE INTERNET**   Customer acknowledges and recognizes that the Internet is a world-wide interconnection of privately owned networks and as such, the ability to route or transmit or receive messages, data and/or files is limited to the capabilities of the various systems and the individual policies of the network owners.  INTEGRA will maintain its own network in its sole discretion, and in a fashion that will provide the necessary bandwidth to carry Customer's contracted traffic in an efficient manner. INTEGRA will filter nonaggregated routes at a level that is consistent with best engineering practices and enhances INTEGRA's network stability.  While INTEGRA strives to deliver as near error free transmission and access Services as reasonably possible, it accepts no responsibility for failure of routes, connections, packet loss or router/server rejections that are beyond its control.  INTEGRA, from time to time, purchases network access from other national service providers to facilitate its own deployed backbone networks.   Because the information flow and network traffic changes dynamically, INTEGRA may find it necessary to rebalance its own backbone to provide efficient routing capabilities.  These changes may impact the routing paths that a Customer's information uses to enter or exit INTEGRA's network. For these reasons, INTEGRA  does not guarantee specific network entrance or exit points.

3. **DEMONSTRATION OF A WORKING CONNECTION** INTEGRA will use the following methods to demonstrate that its Internet data network is functioning between INTEGRA equipment and Customer's equipment, as specified.  These methods will determine whether INTEGRA has met its obligations to provide a working interconnection with INTEGRA's routing equipment:

(a)      Internet Access Services.

(i) If Customer has no terminating equipment installed at Customer's end of the circuit, Customer or INTEGRA will provide an electrical loopback at the furthest reasonable point. INTEGRA will transmit a properly framed signal to the loopback and will monitor the returned data for proper timing and framing. This demonstrates a functioning circuit.

(ii)    If Customer installs a CSU/DSU, INTEGRA will send a loopup command to the CSU/DSU and will perform the same tests as in 6(a)(i) above, provided the CSU/DSU responds to the loopup command.

(iii)    If Customer has a working router attached to the CSU/DSU, INTEGRA will perform the tests in 6(a)(ii), and INTEGRA will send data grams to the router and watch for them to be echoed back without errors. If the physical link tests good and the datagrams return without error, then INTEGRA has met its obligation for connectivity between Customers location and INTEGRA's terminating equipment.

**4.    DEMONSTRATION OF ROUTING IN INTEGRA'S**
**AUTONOMOUS SYSTEM**    INTEGRA requires that Customer uses static routing protocol according to the specifications contained in RFC1812. BGP4 routing protocol may be used if approved by INTEGRA's Data Engineering department in writing prior to implementation and use of the BGP4 protocol. If BGP4 is approved, Customer will be allowed to transit Customer's approved autonomous system number across INTEGRA's network. Requests to transit any additional autonomous system numbers across INTEGRA's network may be approved on a case-by-case basis and for a fee to be determined at the time of request. INTEGRA will broadcast its BGP4 information to its network neighbors according to specifications contained in RFC1267. Customer may request that INTEGRA respond to route failures. If the failure is caused by Customer's network, this Customer will be charged time and materials at INTEGRA's prevailing rates.

**5.    RIGHTS AND OBLIGATIONS OF CUSTOMER**

Internet Access Policy
(a)    Customer shall, at Customer's expense, undertake all necessary preparation required to comply with INTEGRA's installation and maintenance instructions. Customer is responsible for obtaining IP addresses prior to order completion. IP addresses may be obtained either from the ARIN at ARIN.net directly or via INTEGRA. Clients must either complete the appropriate ARIN template located at the Internet address http://www.arin.net/library/templates/net-isp.txt for ISP's, http://www.arin.net/library/templates/net-end-user.txt for other users, or follow the instructions located on the Internet at http://www.integratelecom.com/ip. All IP address space allocated or assigned by INTEGRA is non-portable. Renumbering IP networks is considered a part of normal network management activities. All costs associated with all such renumbering activities, whether voluntary or involuntary, are solely the responsibility of Customer. Customer's failure to obtain IP addresses prior to the installation and testing of Services does not release Customer from it's obligation to accept such Services. In addition, if INTEGRA supplies routers or other equipment to Customer as part of INTEGRA Services ("Equipment"), Customer shall be responsible for the costs of relocation of such Equipment once installed by INTEGRA, and shall provide to INTEGRA and suppliers of communications lines reasonable access to Customer's premises to maintain such Equipment or to perform any acts required by this Agreement.

(b)    Customer shall maintain a deliverable hostmaster@[Customer's Internet Domain Name] mailbox, and agrees to actively review said mailbox on a regular basis.

(c)    Customer shall maintain a deliverable postmaster@[Customer's Internet Domain Name] mailbox, and agrees to actively review said mailbox on a regular basis.

(d)    Customer shall maintain a deliverable abuse@[Customer's Internet Domain Name] mailbox and to review and respond to messages received no less frequently than once per business day.

(e)    Customer understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Customer and End users and authorized users access such materials at their own risk. INTEGRA has no control over and accepts no responsibility whatsoever for such materials.

(f)    Neither INTEGRA nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful components.

(g)    INTEGRA has no obligation to monitor the Service. However, Customer agrees that INTEGRA has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. As provided above, INTEGRA will monitor the transmission of the Service. However, INTEGRA will not monitor the content of any of the Service, including, but not limited to, any private electronic-mail messages. INTEGRA reserves the right to refuse to post or to remove any information or materials, in whole or in part, that are in violation of this Agreement.

(h)    **INTEGRA does not guarantee sequential delivery of datagrams. Packet loss and latency are inherent in IP design. INTEGRA will use reasonable efforts to maintain delivery of streaming media through User Datagram Protocol ("UDP").**

# VPN SOLUTIONS ADDENDUM
## to the
## Master Service Agreement THIS VPN SOLUTIONS ADDENDUM (this "Addendum")

shall be attached to and become a part of the Master Service

Agreement (the "Agreement"), by and between Integra Telecom Holdings, Inc. by and through its subsidiaries ("Integra") and the entity named in the Master Service Agreement ("Customer"). Unless otherwise defined herein, capitalized terms in this Addendum shall have the same meaning as defined in the Agreement. The Services set forth in this Addendum are subject to the terms and conditions found at Integra's website: www.integratelecom.com under Public Info and Policies ("Policies and Procedures").

This Addendum, including all attachments hereto, sets forth the terms and conditions under which Integra agrees to provide to Customer and Customer agrees to procure from Integra certain IP/MPLS VPN Solutions to be defined herein (the "Services"). **1. IP/MPLS VPN SERVICE DESCRIPTION**. Services offering private layer 3 (layer 3 is the network layer which provides the functional and procedural means of transferring variable length data sequences from one node to another connected to the same network) multi-site connectivity over Integra's multiprotocol label switching ("MPLS") backbone to create virtual private networks ("VPNs"). IP/MPLS VPN transports and routes several types of network traffic using the technologies of a MPLS backbone. Service locations are inherently fully meshed, and can be partially meshed as a hub and spoke. These Services offer managed routers, performance reporting, change management, configuration management, outage monitoring, and notification of the Customer Premises Equipment and network related issues. Integra will deliver Service to the telco closet, point of demarcation or minimum point of entry ("MPOE") at Customer's location.

2. **UPGRADE.** Managed Services packages from Integra include a Basic Managed Services Package and a Premium Managed Services Package on underlying VPN Solutions Services. If during installation and delivery of a Basic Managed Services Package it is discovered that Customer needs features associated with the Premium Managed Services, Integra shall notify Customer what the upgrades are and what the one-time and recurring costs may be. Upon Agreement and Acceptance by the Customer, the Basic Managed Services Package will be upgraded to the Premium Managed Services to account for the necessary features and Customer shall be charged for the Premium Managed Services.

3. **PCI DATA SECURITY STANDARD COUNCIL**. Customer is a "merchant," as defined by the PCI Data Security
   Standard council. It is the Customer's responsibility to determine if the Services meet the requirements a merchant must adhere to under the PCI Data Security Standard council (such requirements can be accessed at: https://www.pcisecuritystandards.org/merchants/index.php). **INTEGRA MAKES NO REPRESENTATIONS THAT CUSTOMER'S INTENDED USE OF THE SERVICES WILL RESULT IN PCI DATA SECURITY STANDARD COUNCIL COMPLIANCE FOR THE CUSTOMER.**

4. **WIRELESS BACKUP SERVICE MAY BE PURCHASED FOR AN ADDITIONAL CHARGE.** Wireless backup services provide a secure, wireless alternative access method for Integra provided data services providing an automatic connection between the Customer's location and the Integra network, over a third party carrier's wireless network, if the primary wireline connection becomes unavailable ("Wireless Backup"). For further information on Wireless Backup, please visit: www.integratelecom.com under Public Info and Policies.

5. **Rates and Charges.** The rates and charges applicable to the Services will be outlined in each Service Agreement for such Services. For Services under this Addendum, "Installation of Services" means the delivery of operating circuits to each demarcation terminal, each installation being a separate Installation of Services. "Multi-Location" means Services to be provided to multiple points of demarcation, whether at the same address or multiple addresses. Notwithstanding anything that may be to the contrary in the Agreement, for Multi-Location Services, so long as there is connectivity between any two Customer locations, Integra shall commence billing upon each Installation of Services.

   For Premium Managed Services with failover to Wireless Backup, rates and charges applicable to the Services will be outlined in each Service Agreement. Integra may bill Customer an overage charge if Customer's usage over the wireless connection exceeds the predetermined usage limit.

6. **Service Level Objectives**

   **i. Integra IP/MPLS VPN Network.** The Integra network includes the Customer's access port (the port on the Integra aggregation router upon which the Customer's circuit terminates within the Integra Service Footprint) and the Integra owned and controlled backbone network (routers and circuits including any transit connections) ("Integra IP/MPLS VPN Network"). The Integra IP/MPLS VPN Network does not include: i) networks owned and controlled by other carriers; ii) Customer Equipment; iii) Customer's premise power and environmental conditions; iv) Customer's local area network ("LAN"); or v) interconnections to or from and connectivity within other Internet Service Provider ("ISP") networks.

   **iii. Service Availability Objectives for IP/MPLS VPN Services.**

| Service Element | Description | Measurement Timeframe | Service Outage Credit per Affected Service |
|---|---|---|---|
| | | | |

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| Network Availability | Network Availability is the number of minutes in a calendar month during which a IP/MPLS VPN Solution is available to exchange data between two (2) Customer network locations and shall be determined as follows:<br><br>((Total Minutes) – (Total Minutes of NonAvailability))/(Total Minutes) | One (1) Month | The Integra IP/MPLS VPN network is guaranteed to be available and capable of forwarding IP packets, **between OCHINs Service Area CPE router and OCHINs data centers CPE routers, end to end, 99.99%** of the time (the "Network Availability Guarantee").<br><br>If the Network Availability Guarantee is not met in a calendar month of 99.99% (approximately 4 minutes and 23 seconds), the Customer may receive a service credit of 1/30th of the MRC for that calendar month for each full hour of Service Outage, subject to limitations detailed below. |
|---|---|---|---|

The total minutes in calendar month is determined by multiplying twenty four (24) hours by the number of days in the month multiplied by sixty (60) minutes ("Total Minutes").

Total Minutes of non-availability mean the total minutes the IP/MPLS VPN Solution is down in a calendar month ("Total Minutes of Non-Availability"), measured as the period from the actual circuit or Service outage according to router logs and NMS polling and monitoring, which is determined to be a Service outage ("Service Outage Duration"). Service Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining service outage credit(s).

Network Availability is not guaranteed on Wireless Backup service or on third party provided failover circuits on IP/MPLS VPN nodes.

### iv. Service Element Objectives for IP/MPLS VPN Services

| Service Element | Description/Measurement | Measurement Timeframe | Service Credit per Affected Service |
|---|---|---|---|
| Latency | For packets with a QoS label, excluding BE packets, the Integra IP/MPLS VPN network is guaranteed to have an average round trip packet transit time from the OCHIN managed CPE edge to the OCHIN managed Data center routers , provided the circuit utilization is UNDER 80% on the CPE and Data Center circuits, and over a calendar month of thirty (30) milliseconds ("ms") or less if the distance between the nodes is less than 500 miles, fifty (50) ms or less if the distance between the nodes is greater than 500 miles and less than 1000 miles, and sixty (60) ms if the distance between nodes is greater than 1000 miles.<br><br>The average latency is measured as the | One (1) Month | If the Latency Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one (1) ms average above the guarantees laid out under "Description/Measurement" |

| Service Element | Description/Measurement | Measurement Timeframe | Service Credit per Affected Service | |
|---|---|---|---|---|
| | average of five (5) minute samples across the Integra IP/MPLS VPN Network taken throughout the month (the "Latency Guarantee"). | | | $MTTR = \sum$ *(Trouble Ticket Time Cleared – Trouble Ticket Time Opened)*

$\sum$(Number of Trouble Tickets)

(within a month)

Latency, packet loss, and jitter guarantees are applicable to Integra provided failover wireline circuits on IP/MPLS VPN nodes. Latency, packet loss, and jitter are not guaranteed on Integra provided wireless backup or third party provided failover circuits on IP/MPLS VPN nodes. |
| Packet Loss | For packets with a QoS label, excluding BE packets, the Integra IP/MPLS VPN Network is guaranteed to have one way source to destination average packet loss of one percent (1%) or less during any calendar month (the "Packet Loss Guarantee") and one third of a percent (.3%) from the OCHIN managed CPE edge to the OCHIN managed Data center routers , provided the circuit utilization is UNDER 80% on the CPE and Data Center circuits.

Average packet loss is measured as the average of 5 minute samples across the Integra IP/MPLS VPN Network taken throughout the month. | One (1) Month | If the Packet Loss Guarantee is not met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one percent (1%) of average packet loss above the one percent (1%) average maximum guaranteed. The Customer may receive a service credit of 1/30th of the MRC for that month for each one-third of a percent (.3%) between PE to PE router. | |
| Jitter | For packets with a QoS label, excluding BE packets, the Integra IP/MPLS VPN Network is guaranteed to have one way source to destination average jitter of one (1) ms or less during any calendar month (the "Jitter Guarantee").

Average jitter is measured as the average variation in packet transit time of 5 minute samples across the Integra IP/MPLS VPN Network taken throughout the month. | One (1) Month | If the Jitter Guarantee is proven to have not been met in a calendar month, the Customer may receive a service credit of 1/30th of the MRC for that month for each full one (1) ms of jitter above the one (1) ms guaranteed. | |
| Mean Time to Repair | Integra's Mean Time to Repair ("MTTR") is measured as the average time it takes to restore all Integra provided Services regarding the Network Availability Guarantee for all Customer sites with similar circuit types during a calendar month within the Integra Service Footprint ("MTTR Service Guarantee").

For the purposes of determining MTTR measurements, only a failure of the Network Availability Guarantee shall constitute a Service outage; failures of other guarantees do not apply to MTTR.

• T1, NxT1,DS3 – four (4) hours
• Ethernet – four (4) hours | MTTR is the period of time beginning when a trouble ticket is opened by either Integra or Customer as a result of failure, and ending when the failure has been remedied.

The MTTR Service Guarantee takes effect on the first calendar day of the first full month after the connection is successfully installed and activated. | If Integra fails to meet the MTTR for a calendar month, Customer will receive a credit for that month credit of 1/30th of the MRC for that month for 30 minute over the MTTR. | **7. SERVICE OUTAGE REPORTING PROCEDURES.** Customer, or a customer advocate, must open a trouble ticket with Integra's customer care department at the time an interruption |

occurs. Upon the creation of a trouble ticket, whether created by Customer or created automatically for Premier Managed Services, Integra will test the affected Services and begin troubleshooting the trouble.

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8. **SERVICE OUTAGE CREDITS.** Credits will be granted only if Customer has afforded Integra reasonable access to Customer's premises for appropriate repairs, maintenance, testing, and any other work in order to remedy the cause of the Service outage. Integra will work with the Customer to correlate Customers data and Integra data (data being trouble ticket opening, router log data etc..) for all service credit calculations and determinations. Customer will not be entitled to any service credits for any Service outage unless a trouble ticket has been opened and a service credit has been requested within sixty (60) days of the Service outage. The issuance of credits pursuant to this Section is Integra's sole obligation and Customer's sole remedy for any failure or non-performance of an IP/MPLS VPN Service under this Agreement. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

9. **SERVICE CREDIT LIMITS.** The provisions of the Agreement, and this Addendum state Customer's sole and exclusive remedy for any Service outage, interruption or deficiencies whatsoever regarding the Service. Customer's total service credit(s) in any one (1) month will not exceed the equivalent of fifty percent (50%) of the relevant MRCs (as defined in the Agreement) for the affected Service for that month, and Customer's total service credit(s) in a twelve (12) month period will not exceed twenty percent (20%) of the aggregate MRCs for the affected Service for such twelve (12) month period, unless Integra is proven to have neglected their duties to provide for and meet the SLAs of this agreement. If Integra is proven to have neglected their services and was the sole cause of service disruption, due to neglect, the Customer shall be awarded a service credit for the entire month the neglect was caused. Cumulative service credits in any one month must exceed $25.00 to be processed. If Customer fails to notify Integra in the manner set forth herein with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. The service credits will apply to the MRCs of the affected circuit and do not apply to MRCs of other unaffected circuits or Services, whether at the same address or multiple addresses. To be eligible for service credits, the Customer must be in good standing with Integra and current in all of its obligations.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representatives.

**INTEGRA TELECOM HOLDINGS, INC.**

Signature: _Sean Whiteley-Ross_

Name: Sean Whiteley-Ross _____

Title: CFO _____

Date: 8/24/2015 _____

**CUSTOMER** _Stuart Taubman_

Signature: _____ 982E8CB5F834459...

Name: Stuart Taubman _____

Title: Sr Director _____

Date: 8/24/2015 _____