

Memorandum of Understanding

Between

OCHIN, INC. & California Telehealth Network

and

Santa Barbara County Public Health Department

This Memorandum of Understanding (MOU) entered into on September 16, 2020, (“Effective Date”) by and between OCHIN, Inc. and California Telehealth Network (CTN) with offices located at 1881 SW Naito Parkway, Portland, OR 97201 (“OCHIN”) and Santa Barbara County Public Health Department “Santa Barbara”, “Member”) with offices located at 300 N. San Antonio Road, Santa Barbara, CA 93110 collectively known as the “Parties” sets forth the terms and understanding between the Parties.

Background This MOU agreement describes an engagement between Santa Barbara County Public Health Department (“Member”) and OCHIN/California Telehealth Network to identify, rapidly deploy and enable subsidized telehealth solutions for the Member while meeting the fiscal deadline of September 30, 2020. The goal is to respond to the coronavirus 2019 disease (COVID-19) pandemic by bringing better telehealth capabilities to the Member by the end of this funding period.

Whereas, OCHIN is the recipient of a combined total of \$2 million in funding to two health care provider consortia. The FCC awarded \$1 million to the OCHIN Broadband Network Services (“OBNS”) consortium under funding commitment number 0534 and \$1 million to the California Telehealth Network (“CTN”) consortium under funding commitment number 0532.

Whereas, Santa Barbara County Public Health Department was selected as part of the award based on their application survey data and awarded the below materials:

Packages			
	# of Units	Unit Cost	Total
<u>Virtual Clinic-At-Home Package – Bundled Remote Workstation</u>	10		
<ul style="list-style-type: none"> • (1) Surface Pro 7 (i7/16GB/256GB) w/ type cover • (2) HP Elite Display E243 LED monitors – Full HD (1080p) – 23.8’ • (1) Yealink UH36 Dual UC – headset • (1) Yealink UVC30 Desktop – conference camera 		\$2,200	\$22,000.00

<ul style="list-style-type: none"> Microsoft In Store Services – Personalized 1 on 1 training, group training, answer desk, out of the box setup. 			
GRAND TOTAL			\$22,000.00

Therefore, the Parties agree to the following:

Purpose & Scope

This MOU will enable OCHIN/CTN to purchase the awarded devices on behalf of the Member to help meet the Member identified needs in their patient population.

OCHIN'S RESPONSIBILITIES

Upon signed receipt of this MOU and Letter of Authorization, OCHIN will purchase the items referenced in the above table on behalf of the Member before September 30, 2020 as defined by the FCC. OCHIN will track all expenditures and related receipts and proof of deliveries to seek reimbursement from the FCC. Training, documentation and support will be provided by OCHIN to enable successful usage of the devices.

MEMBER RESPONSIBILITIES:

Provide a signed Letter of Authorization alongside this signed MOU by 9/24/2020.

Submit a signed Proof of Delivery to enable OCHIN to seek reimbursement from the FCC by 10/23/2020.

Also insure that an HCP number is received on the Parties' behalf as an HCP number assigned by the FCC is a requirement by the program to receive funding.

HCP #: 54822

In the case of receiving the Hypertension and/or Diabetes Care Companion Packages, the Member will participate as a clinical cohort in surveys, webinars and other informational exchanges to support the gathering of usability and satisfaction metrics from both the providers' and patients' perspective.

TERM

The term of this MOU shall be for a period of 1 year (s) from the Effective Date and may be extended upon written mutual agreement of the Parties.

FEES

All equipment related to this project as outlined in this MOU shall be performed on a Fixed Price as defined in the table below.

Upon receipt of the signed Letter of Authorization, OCHIN/CTN will be enabled to purchase the outlined materials on behalf of the Recipient. OCHIN/CTN will subsequently seek reimbursement of this purchase after the materials have been delivered to the recipient.

Please note, the final costs may differ, based upon actual devices purchased. State and local sales taxes may apply. If the Member has any sales tax exemptions on file, it could result in significant savings. The Member is asked to inform OCHIN/CTN about any such sales tax exemptions by email to grants@ochin.org. Shipping costs may also apply pending final agreements.

LIMITATIONS

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

- Devices and offerings not included in the packages – no custom solutions are available.
- Device/EMR integration for non-OCHIN Epic Members.
- OCHIN inventory management.
- OCHIN ownership, warranty or maintenance of technology.
- Changes to quantities or products selected for Members. The selections were made to optimize supply chains and each selection is carefully budgeted across the awardees to utilize the total FCC subsidy effectively.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This MOU may be amended or modified at any time in writing by mutual consent of the Parties. The MOU may be canceled by either party with 30 days advance written notice.

GOVERNING LAW

This MOU is made in accordance with and shall be governed and construed under the laws of the State of Oregon, without regard to conflicts of laws principles.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this partnership/relationship).
- It is not the intent or purpose of this MOU to create any rights, benefits and/or trust responsibilities by or between the Parties.
- The MOU in no way hold or obligate either party to supply our transfer funds to maintain and/or sustain the partnership/relationship.
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Oregon governing laws, regulations and/or procedures.
- In the event that contributed funds should become necessary, and such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with the current governing laws and regulations, and in no way does this Memorandum provide such right or authority.

[Signatures to Follow on Next Page]

AUTHORIZATION AND EXECUTION

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This agreement shall be effective upon signature of both parties.

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

OCHIN, Inc.
1881 SW Naito Parkway
Portland, OR 97201

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OCHIN, Inc.
1881 SW Naito Parkway
Portland, OR 97201

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____