

FIRST AMENDMENT TO AGREEMENT
between
COUNTY OF SANTA BARBARA
and
OCHIN, INC.
for
PRACTICE MANAGEMENT SYSTEM AND ELECTRONIC MEDICAL RECORD SYSTEM

FIRST AMENDMENT

Effective January 23, 2018

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

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

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

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

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

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

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

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

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

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

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

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

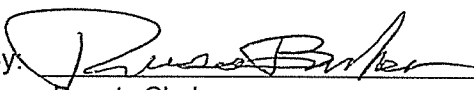
4. **Effectiveness of Agreement.** Except as explicitly modified by this First Amendment, all of the terms and provisions of the Agreement and all previous modifications and amendments, if any, are and remain in full force and effect.

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

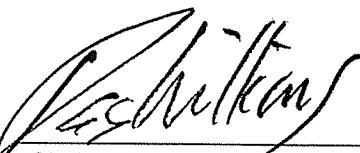
IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

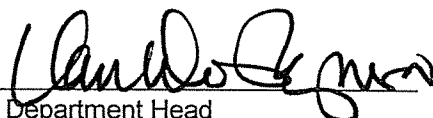
By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors
Date: 1-23-18


RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: 
Department Head

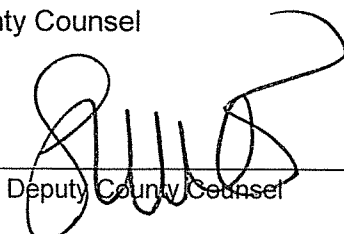
APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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

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

OCHIN:

By:



Authorized Representative

Name:

Abby Sears

Title:

Chief Executive Officer

Exhibit AA

Business Continuity Access Requirements

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

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

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

Business Continuity Access (BCA) Requirement for OCHIN Members

Phase

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graph TD; Start([Location loses access to EOC or power to the facility]) --> Option1([Option 1]); Option1 --> Close([location must close until access is restored]); Start --> Option2([Option 2]); Option2 --> WiFi{Is Wi-Fi available?}; WiFi -- Yes --> Implement[Implement Emergency Wi-Fi Procedure]; Implement --> Restore([Power and Connection restored, return to normal operation]); WiFi -- No --> Close;
```

Location loses access to EOC or power to the facility

Option 1

location must close until access is restored

Option 2

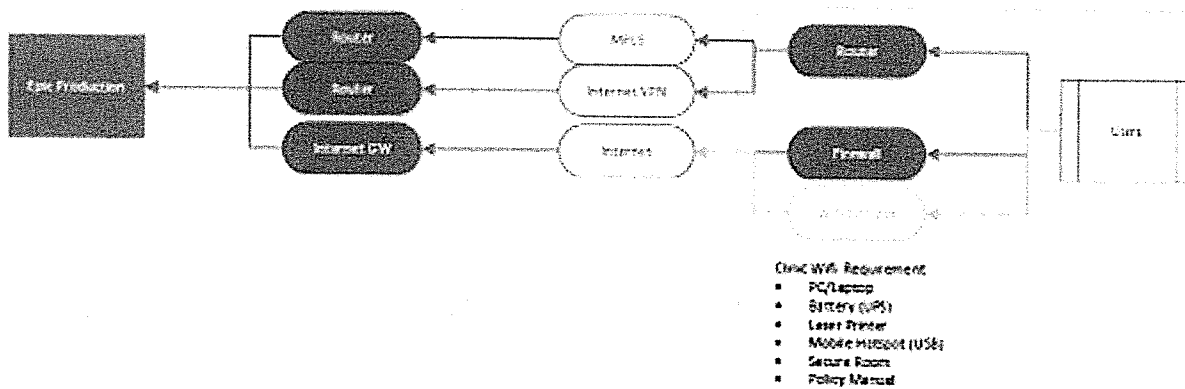
Is Wi-Fi available?

Yes

Implement Emergency Wi-Fi Procedure

Using PC with Wi-Fi Internet access and printer (UPS Powered) print BCA Report.

Power and Connection restored, return to normal operation



TITLE

OCHIN WiFi Hotspot (BCA Requirement)

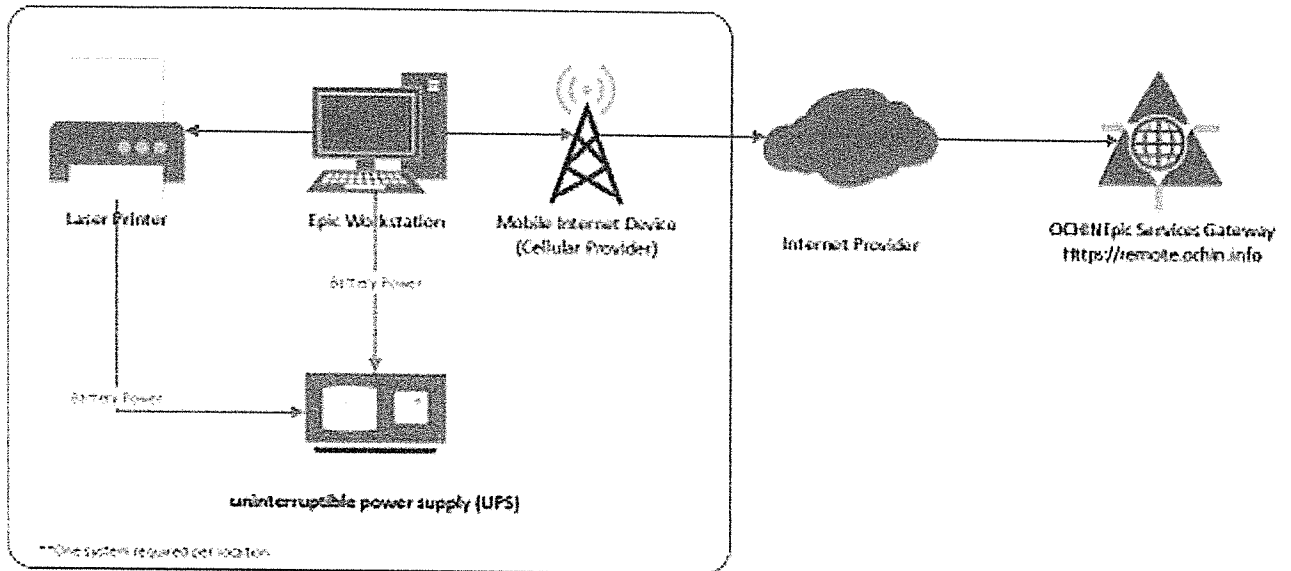


Exhibit J

TeleVox ASP Service Amendment

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

B. Agreement. The parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT P-OCHIN PRICING

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

EXHIBIT P-OCHIN PRICING

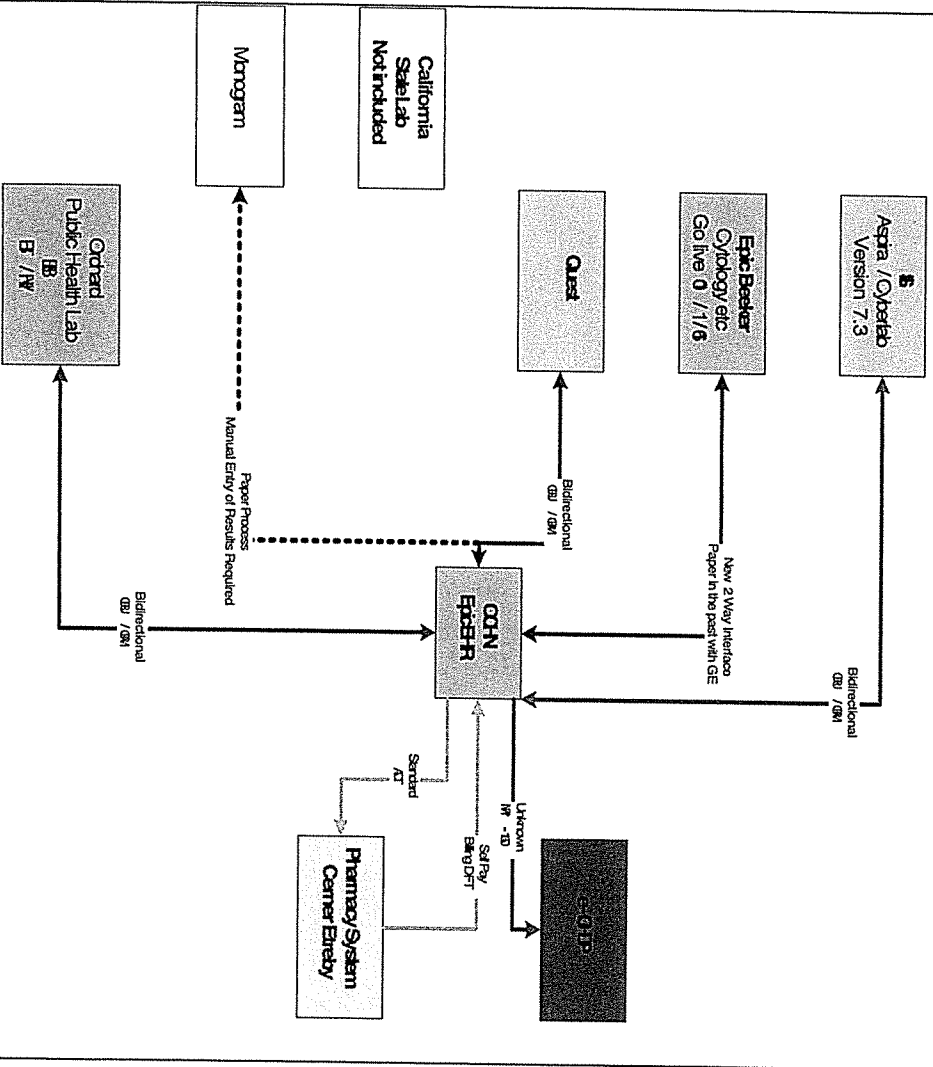
Navigator	Information
OB/GYN with Custom Results Console	Visit Navigator to support prenatal and postnatal care. Special tracking tools for pregnancies are incorporated into the tool for reporting, alerts and health of mom and baby. Special build has been done for our members in California to support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

[illegible]

EXHIBIT P-OCHIN PRICING

				Process				
	0	# of EKG's (existing)		1. Complete the Midmark license order form				
	0	# of EKG's (new)		2. Work with Midmark CX to complete the device setup				
	0	# of Spirometers (existing)		3. Midmark will notify OCHIN once setup is complete				
	0	# of Spirometers (new)		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	\$			-
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	\$			-
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	\$			-

Santa Barbara Interfaces



Updated 1 / 2 / 2016

Interfaces: Santa Barbara						
Description	Hours	Rate	Total	Annual Maintenance	NOTES	
Asysta	180 \$	110 \$	17,800 \$	3,620		
Quest Lab - included in install Becker Lab (College Hospital)	185 \$	110 \$	20,850 \$	4,070		
Have done this interface once but problematic. Will need Santa Barbara support to ensure smooth implementation. Standard. Any requests for unique workflow or changes may result in additional labor costs.			0 \$	4,880		
Ornam Lab (Public Health) GAR Immunization Interface	115 \$	110 \$	12,650 \$	2,630		
ADT Interface out to Pharmacy/IDT Interface back into Epic. NOTE: OGHIN cannot provide insurance matching at this time.			960 \$	100		
Undirectional Interface						
ECHO DP	225 \$		7,500 \$	600		
ADT from Epic to Center ADT from Center to OGHIN Flatfile Provider to Center						
OGHIN is going to deploy this across all home Santa Barbara Skilled nursing the vendor cost includes 30 hours of data mapping.	140 \$	110 \$	15,400 \$	3,080		
GenCal Patient Eligibility Load SunRx 340b with Flatfile	67 \$	110 \$	7,370	500		
Flatfile	20 \$	110 \$	2,200 \$	18,100		
Total	912		\$ 84,030	\$		

Total	912	\$ 84,030	\$ 19,100
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[illegible]

EXHIBIT P-OCHIN PRICING

[illegible]

EXHIBIT P-OCHIN PRICING

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

Board Contract Summary

BC 17 _261

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	FY2017-2020
D2.	Department Name	Public Health
D3.	Contact Person	Dana Gamble
D4.	Telephone	681-5171

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Implementation of Practice Management System and Electronic Health Record System.
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 3,480,000
K5.	Contract Begin Date	March 21, 2017
K6.	Original Contract End Date	March 31, 2020
K7.	Amendment? (Yes or No)	Yes
K8.	- New Contract End Date	No change
K9.	- Total Number of Amendments	1
K10.	- This Amendment Amount	\$ 115,000
K11.	- Total Previous Amendment Amounts	\$ 0
K12.	- Revised Total Contract Amount	\$ 3,595,000

B1.	Intended Board Agenda Date	January 23, 2018
B2.	Number of Workers Displaced (if any)	N/A
B3.	Number of Competitive Bids (if any)	Approved Bid Waiver
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	January 10, 2017
	and Agenda Item Number	A-9
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	Yes- Counsel/Risk approved

F1.	Fund Number	0042
F2.	Department Number	041
F3.	Line Item Account Number	7124; 7459; 8301
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	1614
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Initial implementation fees/Net 30

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	OCHIN, Inc.
V3.	Mailing Address	1881 SW Naito Parkway
V4.	City State (two-letter) Zip (include +4 if known)	Portland, Oregon 97201
V5.	Telephone Number	(503) 943-2500
V6.	Vendor Contact Person	Abby Sears
V7.	Workers Comp Insurance Expiration Date	10/01/18
V8.	Liability Insurance Expiration Date	09-01-18
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	Kelly Lazarus

V11 Company Type (Check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 01/05/18 Authorized Signature: Kelly Lazarus