

Master System Agreement  
Between:

OCHIN:  
OCHIN, Inc.  
1881 SW Naito Parkway  
Portland, Oregon 97201

and

Member: Albany County of New York  
175 Green Street  
Albany, NY 12202

Contact for Notices: Abby Sears  
Phone: (503) 943 2500  
Fax: (503) 943-2501  
E-mail: [searsa@ochin.org](mailto:searsa@ochin.org)

Contact: Shanna Witherspoon  
Phone: 518-447-4698  
Fax: 518-447-4698  
Email: [Shanna.Witherspoon@albanycountyny.gov](mailto:Shanna.Witherspoon@albanycountyny.gov)

**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 below (the "System") and related support and training services described below. Capitalized terms not otherwise defined on these cover pages (the "Cover Pages") have the meanings given in the exhibits.

1. **Software Modules.** Member will have access to the software modules described in Exhibit A.
2. **Initial Payment.** Member will be charged an initial payment of \$ 462,347,117,284 calculated in the manner and based on the projected volume of billable visits indicated on Exhibit P. The Initial Payment is payable by each Member as follows: 50% upon execution of the Agreement; and 25% payable 90 days prior to Implementation (Go Live) with the final 25% payable within 14 days after Implementation (Go Live). 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 prior to Implementation (Go Live), pro-rated at a monthly rate. 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 as outlined above. 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 and the responsibility of the Member as outlined in Exhibit P. Volume is determined in accordance with the Billable Visit Decision Tree in Exhibit Q.
3. **Interfaces.** OCHIN will provide one copy of standard 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 Member) will be provided only as mutually agreed.
4. **Third Party Maintenance Fees and Charges.** Member will pay annual maintenance fees and other recurring charges for the items of third party software listed on Exhibit P. Current pricing is indicated on Exhibit P, but is subject to change. Member will pay any other third party costs that are incurred by OCHIN on Member's behalf.
5. **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.
6. **Connectivity Costs.** Member is responsible for procuring and paying for a connection to the System, as described in Exhibit B. OCHIN will provide Member with a backup internet connection to the System for the price listed on Exhibit P.
7. **Storage Fees.** Member will pay OCHIN a storage fee as reflected on the Schedule P - Pricing.
8. **Billable Visit Definition.** For purposes of this agreement, a "billable visit" means a completed patient appointment or encounter (including medical, dental, mental health, and other visits) by a Provider as described in Exhibit Q.
9. **Responsibility for Hardware.** OCHIN will provide certain hardware relating to the Technical Infrastructure. Member will be responsible for other hardware relating to Member's use of the System, as described in Exhibit B.
10. **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. Possible charges and costs relating to support are generally described in Exhibit C.

1. **Members; Implementation Timeline.** The System will be implemented as identified in the implementation project plan (the "Implementation Project Plan") that will be attached as Exhibit U. Member will make reasonable efforts to complete implementation of each Member by the scheduled implementation date, which will be mutually agreed upon by the parties and documented in the Implementation Project Plan 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 4, based upon projected annual billable visits as of the agreed upon implementation dates. Any revision to the implementation dates must be mutually agreed to by OCHIN and Member.

2. **Amendments.** This agreement may be amended from time to time as described on Exhibit B.

3. **Exhibits.** Exhibits marked below are part of this agreement: **[ONLY THOSE EXHIBITS RELEVANT ARE CHECKED. THERE ARE OTHER ITEMS WE CAN DISCUSS THAT ARE NOT CHECKED SHOULD MEMBER WANT TO CONTRACT FOR THEM].**

4.

<input checked="" type="checkbox"/> Exhibit A	Software Modules
<input checked="" type="checkbox"/> Exhibit B	System Terms and Conditions
<input checked="" type="checkbox"/> Exhibit C	Technical Support Terms and Conditions
<input checked="" type="checkbox"/> Exhibit D	HIPAA Compliance Terms
<input type="checkbox"/> Exhibit E	Public Contracting Terms
<input type="checkbox"/> Exhibit F	Acuere
<input type="checkbox"/> Exhibit G	Billing Services Terms and Conditions
<input checked="" type="checkbox"/> Exhibit H	Organized Health Care Arrangement Terms
<input type="checkbox"/> Exhibit I	Tapestry Modules
<input type="checkbox"/> Exhibit J	Televox
<input checked="" type="checkbox"/> Exhibit K	Clearinghouse Agreement
<input checked="" type="checkbox"/> Exhibit L	Care Everywhere Module
<input checked="" type="checkbox"/> Exhibit L – Attachment I	Epic Rules of the Road for Care Everywhere
<input checked="" type="checkbox"/> Exhibit M	Help Desk/Work Orders Responsibilities and Expectations
<input checked="" type="checkbox"/> Exhibit N	Additional Third Party Contracts
<input checked="" type="checkbox"/> Exhibit O	OCHIN Hardware Recommendation
<input checked="" type="checkbox"/> Exhibit P	Pricing
<input checked="" type="checkbox"/> Exhibit Q	Billable Visit Decision Tree
<input checked="" type="checkbox"/> Exhibit R	OCHIN Workgroups
<input checked="" type="checkbox"/> Exhibit S	Training Plan and Delivery Models
<input checked="" type="checkbox"/> Exhibit T	Additional Uses and Disclosures of PHI
<input checked="" type="checkbox"/> Exhibit U	Implementation Plan
<input checked="" type="checkbox"/> Exhibit V	New Member Questionnaire
<input checked="" type="checkbox"/> Exhibit W	MPLS Preliminary Contract Information
<input checked="" type="checkbox"/> Exhibit X	Connectivity Schematic
<input checked="" type="checkbox"/> Exhibit Y	Member Site Support Agreement
<input checked="" type="checkbox"/> Exhibit Z	Acceptance Criteria
<input checked="" type="checkbox"/> Exhibit Z1	Business Continuity Access
<input type="checkbox"/> Exhibit Z2	Data Conversion Strategy and Options
<input type="checkbox"/> Exhibit Z3	Nurse Triage Module
<input type="checkbox"/> Exhibit Z4	Welcome for Tablets Module
<input type="checkbox"/> Exhibit Z5	Wisdom Module (Dental)
<input type="checkbox"/> Exhibit Z6	Call Center Module

Member 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.

OCHIN: Abby Sears  
By: Abby Sears, Chief Executive Officer and President

Date: 11/12/18

Member: [Signature]  
By: [Signature]  
Name: Philip F. Calderone  
Title: Deputy County Executive

## **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, in an amount specified in Section 11.2 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

### **Medical Records Software**

- Release of Information (ROI)

### **Tapestry\***

### **Wisdom (Exhibit Z5)\***

### **Call Center\***

### **Nurse Triage \***

## Visit Navigators

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	<p>Offers behavioral health-specific content for several key areas of clinical charting including medical history, chief complaint and visit diagnosis.</p> <p>Is intended for short-term treatment that would not typically include a formal enrollment into a behavioral or mental health program.</p> <p>Follows closely with the typical office visit workflow.</p>
BH-Specialty Mental Health Navigator	<p>Offers behavioral health-specific content for several key areas of clinical charting including medical history, chief complaint and visit diagnosis</p> <p>Is intended for longer-term treatment that would require enrollment and tracking to meet specific program guidelines</p> <p>Includes a structured biopsychosocial assessment and service plan:</p> <ul style="list-style-type: none"><li>- Both tools offer separate sign-off workflows for therapist, supervisor and medical prescriber</li><li>- Both tools can be printed separately from encounter notes</li><li>- Both tools include aging reports to assist in managing review dates for therapist, supervisor and medical prescriber</li></ul> <p>Utilizes an Episode of Care to quickly link all relevant encounters (those included in program) back to the formulated diagnoses from assessment</p>
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.

## Integrated Devices\*

MidMark – see Pricing P for chosen integrated devices

NOTE: Hardware is the responsibility of the member

## Welcome (Software for Patient Check In and Assessment used on Tablets)\*

NOTE: Purchasing of the devices are the responsibility of the member

## **Interfaces**

Surescripts interface  
Social Security Exchange in California  
Immunization interface in California (CAIRS2)  
Lab Interface (chosen lab interface is reflected on Schedule P)  
Additional Interfaces are Reflected on Schedule P - Pricing

\*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.

## 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 below.
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.
  - 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. 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 Member. 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 on Exhibit A, and a training 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 up to a single connection to the System WAN for each Member. 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 or other point at which the System WAN connects to Member's LAN. Member will, at a minimum, obtain and maintain the hardware listed on Exhibit O. Specific requirements for such hardware are described below.
  - 7.1 **Personal Computers.** At each Member, 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.

**Other.** Member is responsible for obtaining and maintaining accessories and peripheral devices for Member's personal computers, including individual scanning accessories, faxes, biometric equipment, and

printers. Member is also responsible for the cost of (a) desktop 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 Members 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 15 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.
- 10. Indexing Solution.** Member is responsible for scanning information in paper format at each Member 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.
- 11. Initial Payment.**
- 11.1 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.
- 11.2 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.
- 11.3 Payment.** Member will pay the Initial Payment as described on the Cover Pages.
- 11.4 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 and will charge Member for any increased level of annual billable visits in excess of purchased access volume at OCHIN's then-standard rates.



## **12. Service Additions and Adjustments.**

**12.1 Optional Additional Services.** As requested by Member, OCHIN will provide Member with the optional software and services described on Exhibit F (Acuere), Exhibit G (Billing Services Terms and Conditions), Exhibit I (Tapestry Modules), Exhibit J (Televox), Exhibit K (Clearinghouse Agreement), Exhibit L (Care Everywhere Module), or Exhibit Y (Member Support Agreement), Exhibit Z5 (Wisdom Module), Exhibit Z6 (Call Center Module), Exhibit Z3 (Nurse Triage Module), Exhibit Z4 (Welcome for Tablets Module) in accordance with the terms of the applicable exhibit for an additional fee. Member will be deemed to have consented to the terms of the applicable exhibit once OCHIN has first provided the software or services to Member.

**12.2 Member-Specific Items.** At Member's request, 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 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.

**12.3 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.

## **13. Per-Visit Access Fees.**

**13.1 Payment.** 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. Any invoices past 30 days will be subject to interest at an annual interest rate

**13.2 Adjustment.** The Per-Visit Access Fee may be increased from time to time as the OCHIN Board determines necessary to cover actual and anticipated costs.

## **14. Connectivity.**

**14.1 General.** Member is responsible for procuring, maintaining, and paying for a connection from Member's LAN at its Members to OCHIN's hosting center. Member may connect to OCHIN's hosting center either through an OCHIN managed, private, multiprotocol label switching service ("MPLS") or an internet service provider ("ISP"). OCHIN highly recommends that Member procure a MPLS connection. Member may obtain a quote for MPLS services by completing Exhibit W and delivering the completed exhibit to OCHIN. If 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. Member, and not OCHIN, will be responsible for any connectivity issues.

### **14.2 Connectivity Services Provided by OCHIN.**

**14.2.1** OCHIN will provide Member with an internet backup connection to the System for the price listed on Exhibit P. Member will pay OCHIN by the end of the following month for use of the internet backup connection.

**14.2.2** 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 before OCHIN begins work. After the service is provided, OCHIN will bill Member based on actual hours expended.

**14.3 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.

## **15. Compliance.**

**15.1 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.

**15.2 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, 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, 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.

## **16. Implementation.**

**16.1 Implementation Project Personnel.** Each party will appoint an individual responsible for overseeing that party's responsibilities for implementation of the System at Member's Members 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.

**16.2 Implementation Support.** OCHIN will provide the standard training and support services described on Exhibit P and listed in the Training Guide 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 must approve the proposed Statement of Work in writing before OCHIN provides the services.

**16.3 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.

**16.4 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 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 25.

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

**"Provider Champion"** -- Member will designate at least one "Provider Champion" for each Member. 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 Member.

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

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

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

- 17.1** 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.
- 17.2** 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).
- 18. Acceptance and Go-Live.** Member may not make production use at a Member until each deliverable has been accepted for that Member. Member will be deemed to have accepted each deliverable as provided on Exhibit Z upon Go-Live at each Member.
- 19. Member's Ongoing Responsibilities.** Following Go-Live, Member will have the following responsibilities:
- 19.1 Support Personnel.** Member will designate sufficient personnel at each Member ("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, Member 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.
- 19.2 OCHIN Help Desk Contacts.** Member will work to ensure that its employees consolidate questions prior to contacting the OCHIN help desk.
- 19.3 Security.** Member will allocate resources within Member's organization and clinics that are sufficient to assure the level of security maintenance required by Section 28 below.
- 19.4 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.
- 19.5 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.
- 19.6 Workgroup Participation.** Member will designate personnel at each Member 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.
- 19.7 Responsibility for Members.** Member represents that each Member is directly owned and operated by Member or by an Affiliate of Member as defined in Section 8.1 of Exhibit B. At Member's request, OCHIN will send invoices for amounts payable under this agreement to one or more specific Members, but Member will remain primarily responsible for payment and other obligations under this agreement. A breach of this agreement at or by any Member or personnel at or of any Member will constitute a breach of this agreement by Member.
- 19.8 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, UDS 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.
- 19.9 MyChart.** MyChart (Epic's patient portal) provides patients access to health information and education in addition to scheduling and a convenient communication path to their care team. MyChart is a critical component of patient engagement and the successful use of Epic by the member, providers and patients. MyChart implementation requires the portal to be branded with Member's logo, colors, and contact information in addition to have a designated representative at the Member level that is responsible for insuring the successful use and education of MyChart within the clinic setting. In addition, patients will be provided with account credentials to activate their MyChart account unless they specifically opt out. All corresponding fees for MyChart branding and use are included on Exhibit P.

- 20. 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.
- 21. Ownership.**
- 21.1 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.
- 21.2 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.
- 21.3 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 and regulations promulgated thereunder ("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.
- 21.4 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.
- 22. Warranties.**
- 22.1 General.** OCHIN warrants to Member that the software modules described on 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 22, "Substantive Program Error" has the same meaning ascribed to that term in the Epic Agreement.
- 22.2 Third Party Vendors.** As to any software module listed on 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.
- 22.3 Customized Code.** Any customized code that is added to or modifies the software modules listed on 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.
- 22.4 Notice, Cure, and Response Time.** Any claim under the warranty set forth in this Section 22 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.
- 22.5 Exclusive Remedy.** Member's sole and exclusive remedy for breach of any warranty provided in Section 22.1 through 22.3 above shall be termination of this agreement with respect to the particular software module containing the Substantive Program Error and refund of any portion of Member's Initial Payment attributable to that module.
- 22.6 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's exclusive remedy for any failure to satisfy this warranty shall be a refund of that portion of Member's Initial Payment attributable to Epic software license fees refunded to OCHIN. Member will cooperate in making all 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.

**22.7 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.

## **23. Indemnification.**

**23.1 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 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.

**23.2 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.

**23.3 Indemnification Procedures.** Any party seeking indemnification under this Section 23 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.

**23.4 Claims.** For purposes of this Section 23, "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.

## **24. Responsibility for Use.**

**24.1 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.

**24.2 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.

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

## **25. Dispute Resolution.** 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:

**25.1** 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 25.

**25.2** 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.

**25.3** 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.

- 25.4** A bona fide dispute will be resolved exclusively through confidential arbitration, except that either party may seek injunctive relief from a court of competent jurisdiction. The award rendered by the arbitrator will be final and binding, and judgment may be entered on the award in any court having jurisdiction. If the dispute involves Epic or another third-party vendor, governing law and venue for the arbitration proceeding will be as set forth in the applicable third-party agreement. Otherwise, the dispute will be governed by Oregon law and arbitration will occur in Portland, Oregon, before a single arbitrator utilizing the rules of Arbitration Service of Portland, Inc.

- 26. LIMITATION OF OCHIN'S LIABILITY.** OCHIN WILL BE LIABLE TO MEMBER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS UNDER SECTION 23, ONLY TO THE EXTENT THAT OCHIN'S INSURANCE CARRIER PROVIDES COVERAGE FOR SUCH CLAIMS. OCHIN WILL PROVIDE CERTIFICATES OF INSURANCE EVIDENCING ITS THEN-CURRENT COVERAGE TO MEMBER UPON REQUEST. OCHIN WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES RESULTING FROM OR IN ANY WAY RELATED TO MEMBER'S USE OF THE SYSTEM, INCLUDING CLAIMS BASED ON THE NEGLIGENCE OF EPIC, OCHIN, OR OTHER THIRD-PARTY VENDORS. OCHIN WILL NOT 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.

**27. Termination.**

- 27.1 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 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 with respect to a particular Member in the event a default is material with respect to that Member's use of the System or that Member'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.

- 27.2 By Member for Convenience.** Member may terminate this agreement on 12 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.

- 27.3 By OCHIN.** OCHIN may terminate this agreement on 12 months' notice to Member upon determination by the OCHIN Board.

**28. System and Data Security.**

- 28.1 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 Member 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).

- 28.2 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.

- 28.3 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.

**28.4 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, and will indemnify OCHIN against any misuse of security authority.

- 29. 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.
- 30. 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.
- 31. Notices.** Notices and other written communications under this agreement shall be deemed effectively given when delivered in person or by fax or 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.
- 32. Governing Law.** This agreement shall be governed by Oregon law without regard to conflicts of law principles.
- 33. 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.
- 34. Payment; Late Fees.** Unless otherwise provided in this agreement, payment is due 30 days after invoice date. If payment is more than 60 days past invoice date, interest will accrue at a rate of 10 percent per annum from the invoice date, or at any other rate established from time to time by the OCHIN Board.
- 35. 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.
- 36. 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.
- 37. Taxes.** Member is responsible for all taxes arising out of this agreement or Member's use of the System, including sales taxes, use taxes, business and occupation taxes, gross receipts taxes, and personal property taxes, including any assessments or taxes imposed by foreign governments, but excluding corporate franchise taxes imposed on OCHIN, taxes based on OCHIN's gross or net income, and taxes required to be paid with respect to OCHIN's officers, employees, and agents engaged in the performance of this agreement (including unemployment insurance, social security, and payroll tax withholding). If OCHIN is required to pay any such taxes or penalties or interest relating to items allocated to Member in the preceding sentence, Member will promptly pay to OCHIN an amount equal to any such amounts actually paid or required to be collected or paid by OCHIN. If Member is exempt from paying applicable sales or use taxes, then Member agrees to provide OCHIN, upon OCHIN's request, with a copy of Member's tax exemption certificate or other evidence satisfactory to Member demonstrating that Member is exempt from state, county, city or other local sales or use taxes. Member also agrees to notify OCHIN in a timely manner of any change in Member's sales or use tax status.

## 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 by OCHIN.
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 9 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.
  - 3.1. **Business Continuity Requirements.** Member will be responsible for adhering to and maintaining Business Continuity Access processes and procedures as communicated by OCHIN reflecting Epic's current standards. Current processes and procedures will be reflected on Exhibit Z5.
4. **Implementation Support.** OCHIN will provide implementation support services to facilitate conversion of Member's Member 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.
  - 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, fax, 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
7:00 a.m. – 7:00 p.m.

(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.
- 7. Standard Training.** OCHIN will provide training in the following areas ("Standard Training"): (a) patient registration; (b) scheduling; (c) billing; (d) claims processing; (e) 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 Member'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.** 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 OCHIN provides 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.** If OCHIN personnel must travel in connection with this agreement, Member will pay OCHIN for reasonable travel expenses, including without limitation: (a) mileage per current GSA rates found at

www.gsa.gov and plane fare, car rental, and other transportation charges at costs incurred by OCHIN; (b) reasonable meal and lodging expenses; and (c) for travel more than 60 miles from OCHIN's offices, travel time billed at ½ OCHIN's then-current rate for training services.

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 may provide Member with standardized implementation training materials at cost. Member can request customized materials to be prepared at rates agreed to by OCHIN.
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 Member specialist. Member can request upgrade training directly by OCHIN at rates agreed to by OCHIN.
16. **Ongoing On-Member Support.** OCHIN will provide on-Member support for five business days after Go-Live. Standard on-Member support consists of OCHIN making available to Member its project manager, clinical support, front desk support and Member billing support. Additional ongoing support may be required, and would be provided on terms mutually agreed to by OCHIN and Member.

## Exhibit D HIPAA Compliance Terms

*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 uses and disclosures of Member's "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 **Disclosure Procedure.** Unless such disclosure is required by law, OCHIN may not disclose PHI unless: (a) OCHIN obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (b) the person notifies OCHIN of any instances of which the person is aware of breaches of confidentiality of the PHI.
  - 2.5 **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 19.8 and 28.1 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, 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, 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 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. 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 is undertaking any responsibility whatsoever in relation to compliance obligations of Member.
- 2.3 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.
- 2.4 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:

*Albany County of New York is part of an organized health care arrangement including participants in OCHIN. A current list of OCHIN participants is available at [www.ochin.org](http://www.ochin.org) as a business associate of Albany County of New York OCHIN supplies information technology and related services Albany County of New York 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 Albany County of New York 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. Indemnification.** Member shall defend, indemnify, and hold OCHIN and each OHCA Participant harmless from and against any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation any reasonable attorneys' fees and costs, that OCHIN or any other OHCA Participant may incur directly or indirectly resulting from any actions

or omissions of Member, its agents or subcontractors, based on Member's failure to perform its obligations under this exhibit.

5. **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 4 above.

**Exhibit J**  
**Televox**

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



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

*This agreement will be added to the contract post signature.*

## **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.

**2. Member's Obligations to OCHIN.** In addition to any other indemnification obligations under this agreement, Member will hold harmless, indemnify, and defend OCHIN and its officers, employees, contractors, and agents from and against any Claim arising under or from OCHIN's obligations to Indemnitees as described above to the extent attributable to acts or omissions of Member.

**Attachment I to Exhibit L**  
**Epic Rules of the Road for Care Everywhere**

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.
  - (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 Member 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.

## Exhibit M

### 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 2<sup>nd</sup> level or 3<sup>rd</sup> 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

Examples:

- 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

Section 23.1 of Exhibit B describes Member's obligations with respect to these third party contracts.

**Exhibit O**  
**OCHIN Hardware Recommendation**

*See Attached Exhibit*

## Exhibit P Pricing

*See attached information for detailed pricing description*

OCHIN Pricing Summary with Budget Considerations			
Description	Implementation (one-Time)	Maintenance (Annual)	Notes
Epic Visit Licenses (PM, EMR, EDR)	\$ 19,500	\$ 11,910	
Epic Access Licenses	\$ 6,750	\$ -	No maintenance just install cost
Clarity Reporting Licenses	\$ 1,380	\$ 420	This may vary depening on how many reporing staff you have. OCHIN will help your organization determine
Document Management Solution Licenses	\$ 4,864	\$ 715	
RightFax	\$ -	\$ -	\$8,000 to install & Maintenance is .10/page in and outbound. This is optional but we highly reccomended this functionality.
MIIPACS Licenses (Dental Imaging)	\$ -	\$ -	Dental ONLY at this time
Build, Implementation, Training and Support	Included	Included	included support for a new install
Interfaces	\$ 41,200	\$ 8,800	Each interface scoped seperatly. Labs are typically \$8,000 to \$13,000 to develop.
Dragon	\$ -	\$ -	\$5000 to set up, includes training. \$100/month/provider
<b>Data Conversion</b>	<b>\$ 25,000</b>	<b>\$ -</b>	<b>OCHIN will fully scope this for your organization.</b>
OCHINLink	No install cost	\$ -	\$500/month
Patient Tablets	\$ -	\$ -	Optional but OCHIN will review functionality with your organization
Capital Investment Recognition	\$ 2,500	N/A	All new OCHIN members will pay this fee.
Clearinghouse - Trizetto	\$ 100	\$ -	Maintenance is \$.09 for 1st statement page and \$.50 for each additional page.
Clearinghouse Provider Maintenance	\$ -	\$ 1,080	Monthly cost of \$18 per provider
Medication File Maintenance (FirstDatabank)	N/A	\$ 720	Our medication files are pulled from FirstDatabank
MyChart	N/A	\$ -	2.60 per patient and is set up at the time of install
MyChart Custom Home Web Page	\$ 15,000	\$ 5,000	MyChart Custom web page - OCHIN can explain and walk your organization through different options.
West/Televox - Patient Messaging	\$ 990	\$ -	\$.15 per call/txt- Install cost of \$990 Waived if using OBS - Patient reminder tool is highly reccomended
CareMessage - Patient Messaging	\$ -	\$ -	Varies in cost. OCHIN will review with your organization and explore options if you have interest - Patient reminder tool is highly reccomended
Network Connectivity	\$ -		Billed at actual - OCHIN will assist with quote and explore possible FCC subsidy possibilities.
Integrated Devices	\$ -	\$ -	OCHIN will scope and review with your organization - Please note that not all device will integrate with Epic, even when their vendors say that their device(s) will. Please talk to OCHIN prior to purchasing any new devices that you want to integrate with Epic.
Third-Party Hardware	\$ 544	\$ 75	<b>OCHIN will review with your organization to verify</b>
Travel Expenses (reimbursed at cost)	\$25,000	\$0	<b>OCHIN Staff Travel billed at actual - This is an estimate only.</b>
<b>Reserve budget</b>	<b>\$ 18,898</b>		<b>10% of total expected implmentation costs. OCHIN reccomends this to all of our customers to plan ahead for any unforeseen costs. For your budget only.</b>
<b>Grand Total Net Costs</b>	<b>\$ 142,828</b>	<b>\$ 28,720</b>	
<b>Grand Total Payable to OCHIN</b>	<b>\$ 117,284</b>	<b>\$ 28,645</b>	
		Payment per month:	
		<b>\$ 2,387.08</b>	

**Exhibit Q**  
**Billable Visit Decision Tree**

*See attached informational Exhibit*

**Exhibit R**  
**OCHIN Workgroups**

*See attached Exhibit*

## Exhibit T

### Additional Uses and Disclosures

*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").<sup>1</sup> 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.

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. 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.

---

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

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

*See attached information*

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

*See attached New Member Questionnaire*



**Exhibit W**  
**OCHIN MPLS Circuit Request Form**

*See attached*

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

*See attached information*

**Exhibit Y**  
**Member Site Support**

*See attached information*

**Exhibit Z**  
**Acceptance Criteria**

## Acceptance Criteria

The following table specifies the acceptance criteria for each deliverable.

#	Deliverable	Acceptance Criteria
1	Connectivity	<ul style="list-style-type: none"> <li>OCHIN provided MPLS router has been delivered by OCHIN, installed by Member, and confirmed to be working.</li> </ul>
2	Epic EHR Implementation	<ul style="list-style-type: none"> <li>Business and clinical processes for Member to complete check-in, provide ambulatory care for patients, bill and process claims are fully supported.</li> </ul>
3	Interfaces	<ul style="list-style-type: none"> <li>Interfaces required for go live have been implemented and tested prior to go-live</li> </ul>
4	Document Management and Scanning	<ul style="list-style-type: none"> <li>Records staff are able to scan paper documentation and properly index it with a Patient's record within Epic.</li> </ul>
5	Custom Development	<ul style="list-style-type: none"> <li>Custom development in Epic that may have been contracted for is delivered and working to mutually agreed to specifications</li> </ul>
6	Unique Preference Lists	<ul style="list-style-type: none"> <li>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.</li> </ul>
7	Chief Complaint, FYI Flags	<ul style="list-style-type: none"> <li>Chief Complaint and FYI flags are available 30 days prior to go live for testing and verification.</li> </ul>
8	Standard Workflows	<ul style="list-style-type: none"> <li>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.</li> </ul>
9	Initial data load	<ul style="list-style-type: none"> <li>Associated patient demographic data fields identified in specification provided by OCHIN are available in Epic production by go live date.</li> </ul>
10	Data and Reporting	<ul style="list-style-type: none"> <li>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.</li> </ul>
11	Plan for abstraction in Epic of paper charts	<ul style="list-style-type: none"> <li>Standard recommendations for chart abstraction to Epic have been provided.</li> </ul>
12	Training and initial go-live support plan	<ul style="list-style-type: none"> <li>Plan for training of Members has been delivered</li> <li>Plan for on-Member support has been delivered</li> </ul>
13	Training and initial go-live support	<ul style="list-style-type: none"> <li>Provides training according to approved training plan</li> <li>Provides initial go-live support according to approved go-live support plan</li> </ul>
14	Support Plan	<ul style="list-style-type: none"> <li>Plan for ongoing support at Members has been delivered</li> </ul>

**Exhibit Z1  
Business Continuity Access**

This Amendment to Master System Agreement ("Amendment") is entered into by and between OCHIN, Inc. ("OCHIN") and \_\_\_\_\_ ("Member") and is effective as of April 1, 2015 ("Effective Date").

**RECITALS**

- A. OCHIN and Member have entered into that certain Master System Agreement, including the exhibits attached thereto (collectively, "Agreement"). Unless otherwise defined, capitalized terms in this Amendment have the meanings given in the agreement or exhibits to the Agreement.
- B. OCHIN and Member desire to amend the terms of Agreement to include the additional terms described below.

**Agreement**

In consideration of the following agreements and covenants, the parties agree as follows:

1. **Business Continuity.** Pursuant to Epic requirements governing Member's access to and use of EMR and the System, Member hereby adopts and implements the Business Continuity Plan ("BCP") indicated by Member on the attached Exhibit AA "Business Continuity Access Requirements," such exhibit to be added to the Agreement as Exhibit AA. In addition, Member hereby adopts and implements all other Business Continuity Access Requirements identified on Exhibit AA. Member's BCP will be subject to the access fees indicated on Exhibit P and payable upon the terms and conditions described in Section 13.1 of Exhibit B. Access fees are subject to change by the OCHIN Board of Directors as provided in Exhibit B.
2. **Lab Demographic Errors.** Member hereby acknowledges and agrees that, to the extent Member uses the services of a third party lab ("Lab"), Member shall be solely responsible for all Lab-generated Information and demographics. Member will be solely responsible for ensuring that Lab-generated demographic information matches the Epic demographic information for each applicable patient prior to transmission of any Lab information or data. OCHIN will not be responsible or liable for any Lab information that is improperly filled due to mismatched demographic information. Member will be solely responsible for monitoring transmissions of Lab information, for ensuring that such information is accurately filed, and resolving and correcting any errors in a timely manner.
3. **Effect of Amendment.** This amendment modifies the Agreement. The Agreement, as amended by this Amendment, is in full force and effect. In the event of any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the Effective Date.

**OCHIN**

OCHIN, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

**Member**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

## Exhibit AA Business Continuity Access Requirements

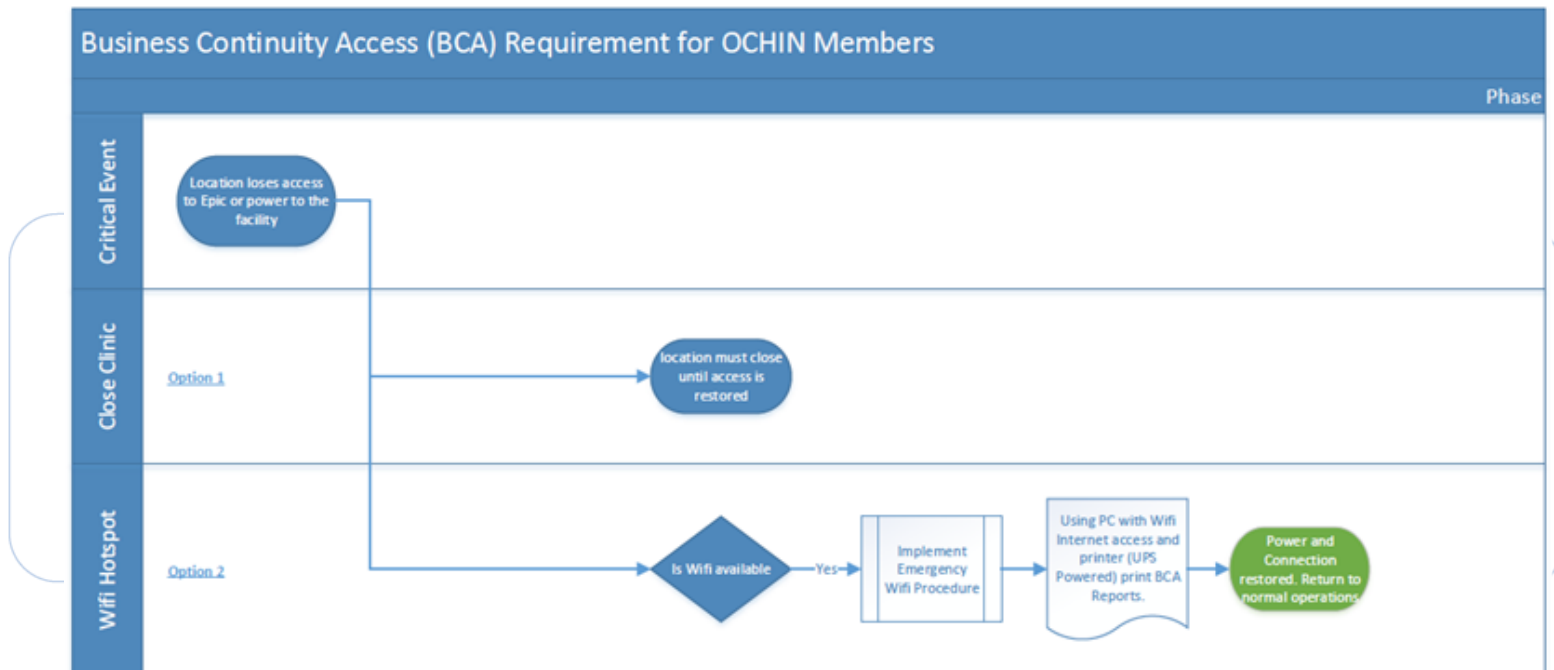
Unless otherwise defined, capitalized terms in this Exhibit have the meanings given on the Cover Pages or the other exhibits.

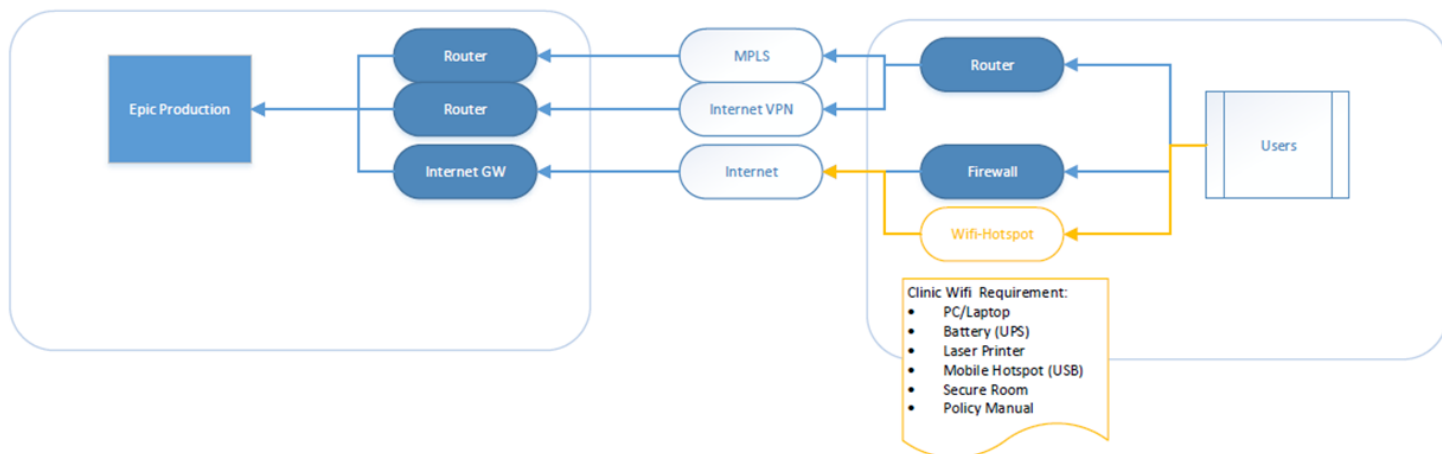
1. **Purpose.** The purpose of this exhibit ("Exhibit") is to identify Member's obligations for responding to an emergency or other occurrence that damages or destroys Member's access to patient information maintained using the System ("Access Failure"). It is the intent of OCHIN and Member that this 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 (please circle one of the two options below):

Option One: In the event of an Access Failure, Member shall cease all clinical operations until access to Epic is restored  
-Or-

Option Two: 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.

### Attachment 1 to Exhibit AA Workflow and Wi-Fi Hot Spot Diagram





**Exhibit Z5**  
**Wisdom Module for Albany County of New York**

- A. Background.** Pursuant to OCHIN's Epic License Agreement, OCHIN has obtained the right to offer to Member access to the Wisdom General Dentistry dental information system modules set forth below (collectively, the "Wisdom Modules") as additional components of the System. The Wisdom Modules are licensed as an add-on to the existing EpicCare Ambulatory, Cadence and Resolute Professional Billing modules. This Exhibit sets forth the terms on which OCHIN will provide Member with access to and use of the Wisdom Modules.
- B. Available Modules.** This Exhibit outlines Member's agreement to purchase the Wisdom Modules listed below:

Module	Description
Wisdom General Dentistry	Licensed as an add-on to EpicCare Ambulatory, provides the below features to support the unique set of dental practice workflows
Tooth Chart	Allows users to discretely document findings and provides a visual overview of the patient's oral health.
Treatment Plan	Allows providers to review findings and document plans for follow up care. Integrates with Resolute Professional Billing to calculate estimates, and review the expected insurance contribution and self-pay amounts.
Preventive Care	Configures with EpicCare Ambulatory's Health Maintenance features to track regular dental visits and radiographs.
Billing	Configures with Resolute Professional Billing to provide access to financial treatment planning, including estimates, pre-authorizations, and ADA claims forms.

Member agrees and understands that its use of the Wisdom Modules shall comply in all respects with the terms of the Epic License Agreement and the MSA between OCHIN and Member. This agreement reflects that neither Member nor any of its Affiliates or Permitted Users will modify any portion of the Wisdom Modules, including but not limited to the underlying code, foundational settings or master files, without the written consent of OCHIN, which may be withheld in OCHIN's sole discretion.

- C. MiPACS Software License.** OCHIN has procured a license for a picture archiving and communication system (PACS) to provide storage and access to images that will be integrated into the Wisdom Modules. This software (referred to herein as "MiPACS") will be sublicensed to Member.
- D. Fees.** Fees and payment terms for the Wisdom Modules and MiPACS license are set forth in Exhibit P(1).
- E. Data Conversion.** Notwithstanding any other provision of the MSA or any Exhibit to the contrary, OCHIN will not be responsible for converting demographic or other data on behalf of Member with respect to the Wisdom Modules. Data conversion services and hardware will be separately negotiated and priced.
- F. Member Responsibilities:** Member is responsible for obtaining, installing and maintaining a separate, dedicated server and associated hardware necessary for use of the MiPACS software. The following terms and conditions will apply to the procurement and maintenance of the hardware and Member's use of the MiPACS and Wisdom software:
- MiPACS requires the provisioning of a server at each dental location. The specific specifications for the MiPACS server requirements are found within the OCHIN Recommended Hardware Requirements Guide. It is the responsibility of the member to secure the appropriate server(s) required in addition to providing the set-up.
  - The server shall be dedicated solely to the running of the MiPACS software and shall not be used for the operation of any other service or function by Member or its employees or affiliates.
  - Member shall purchase and maintain next business day hardware replacement and onsite support from the hardware manufacturer.
  - The operating system shall be covered by Microsoft Software Assurance maintenance license at all times.



- Service accounts will be used (standard naming convention) for running the MiPACS software.
- Emergency service (administrative) account will be locally created and enabled when needed.
- Member will grant OCHIN access to the Member's MiPACS server console at all times via OCHIN's private network to install upgrades and otherwise ensure proper integration with the System and OCHIN's data warehouse. Access will include: 24/7 remote desktop access to the server console at the administrative level for each user (named accounts to local machine); enabling of SNMP/WPI monitoring to OCHIN's hardware monitoring system; and physical access to the server console.
- Member will procure imaging sensors for use with MiPACS (outlined in OCHIN recommended hardware requirements).
- Member staff will be required to complete training at the Member's expense on the support of MiPACS software and image device calibration.
- Member will comply with the requirements of the Epic License Agreement with respect to the Wisdom Modules and ensure that Member's staff are properly trained and do not misuse the Wisdom or MiPACS software.

**G. OCHIN's Responsibilities.** OCHIN will:

- Procure and maintain the MiPACS license(s) and ensure that Member has a valid sublicense(s) at all times.
- Maintain a centralized PACS image storage server as part of its Technical Infrastructure.
- Provide Member with access to the Wisdom software, including all upgrades.
- Comply with the requirements of the Epic License Agreement with respect to the Wisdom Modules, and the MiPACS license agreement with respect to the MiPACS software.

**H. Termination.** OCHIN may terminate Member's access to and use of the Wisdom Modules upon termination of the MSA by OCHIN pursuant to the termination provisions set forth in Exhibit B, or at any time if the Wisdom Modules are no longer available from Epic on the terms set forth in the Epic License Agreement as of the date of this Exhibit. Member will terminate its access to and use of the Modules upon termination of this agreement pursuant to Exhibit B, and Member may terminate this Exhibit and access to and use of the Wisdom Modules on six months' notice. Following termination by Member of the MSA for convenience pursuant to Exhibit B or of the Wisdom Modules pursuant to this provision, Member will be responsible for all fees relating to access to and use of the Wisdom Modules for the same period as Member is responsible for other fees under Exhibit B upon termination of the MSA.

**I. Disclaimer of Warranties.** OCHIN makes only those representations and warranties regarding components of the System that Epic and other licensors make to OCHIN regarding those components. Accordingly, OCHIN provides the Wisdom Modules and the MiPACS software "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.

**J. Limitation of Liability.** Without limiting the effects of the limitation of liability in Exhibit B to the MSA, in no event will OCHIN be liable to Member for any liability, cost, or expense arising out of claims or investigations by private payers or government programs regarding the accuracy of information submitted by Member, whether services provided by Member are medically indicated and necessary or advised for the health of the patient, or otherwise relating to the validity or eligibility of claims submitted to a payer.

**K. Effect of Exhibit.** Except as expressly set forth in this Exhibit, Member's access to the Wisdom Modules and the MiPACS software will be governed by, and this Exhibit does not alter or modify, the terms and conditions set forth in the MSA and its other exhibits, including without limitation, provisions relating to indemnification, warranties, and limitation of liability.