

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

4600012282  
2013-0817

**AGREEMENT FOR INSTALLATION, IMPLEMENTATION AND TECHNICAL SUPPORT FOR A CLINICAL MANAGEMENT INFORMATION SYSTEM**

**THIS AGREEMENT FOR INSTALLATION, IMPLEMENTATION AND TECHNICAL SUPPORT FOR A CLINICAL MANAGEMENT INFORMATION SYSTEM**

(the "Agreement") is made on the Countersignature Date herein between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the State of Texas principally situated in Harris County, acting by and through its Houston Department of Health and Human Services ("HDHHS") and its governing body, the City Council, and **OCHIN, INC.** ("Contractor"), an Oregon non-profit corporation with a principal office at 1881 SW Naito Parkway, Portland, Oregon 97201.

The initial addresses of the parties which one party may change by giving written notice to the other, are as follows:

<u>City</u>	<u>Contractor</u>
Director of Health and Human Services Department or Designee City of Houston P. O. Box 1562 Houston, Texas 77251	Ochin, Inc. 1881 SW Naito Parkway Portland, Oregon 97201-5195 Attention: Sean Whiteley-Ross Chief Financial Officer

The Parties agree as follows:

B. Table of Contents  
This Agreement consists of the following sections:

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**EXHIBITS** – The Exhibits below are part of the Agreement:

A.	Statement of Work
A-1	Software Modules
B.	Technical Support Terms and Conditions
C.	Milestone Payment Schedule
D.	Equal Employment Opportunity
E.	Drug Policy Compliance Agreement
F.	Drug Policy Compliance Declaration
G.	Certification of No Safety Impact Positions
H.	Epic Standard License and Support Agreement
I.	HIPAA Business Associate Agreement
J.	Organized Health Care Arrangement Terms
K.	Care Everywhere Module
K-1	Epic Rules of the Road for Care Everywhere
L.	Help Desk/Work Orders Responsibilities and Expectations

- M. OCHIN Hardware Recommendations
- N. Billable Visit Decision Tree
- O. OCHIN Workgroups
- P. OCHIN MPLS Circuit Request Form
- Q. Connectivity Schematic
- R. New Member Questionnaire

C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and Exhibits arises, the sections control over the Exhibits.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

**OCHIN, INC.**

By: *Abigail Sears*  
Name: Abigail Sears  
Title: CEO  
Tax I.D. No. 20-0195556

**CITY OF HOUSTON, TEXAS**

Signed by:  
By: *Armando D. Lopez*  
Mayor of Houston, Texas

ATTEST/SEAL (if a corporation)  
WITNESS (if not a corporation)

ATTEST/SEAL:

By: *Walter T. Henry*  
Name: Kathryn Talley-Crinklan  
Title: Notary Public

*Mark Bussell*  
City Secretary

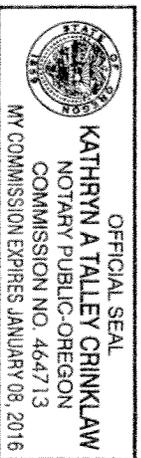
APPROVED:  
*Walter T. Henry*  
Chief Information Officer  
Houston Information Technology Services

*Stella Williams*  
Director, Department of Health and  
Human Services

*William Miller*  
City Purchasing Agent

APPROVED AS TO FORM:

*Kim P. Hoegen*  
Sr. Assistant City Attorney  
L.D. File No. 0381300053001



COUNTERSIGNED:  
*Kathryn Talley-Crinklan*  
City Controller  
DATE COUNTERSIGNED:  
9-23-13

## II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

“Agreement” means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

“Billable Provider” means a physician, a nurse practitioner, or physician’s assistant, or any provider set up as a “billable provider” as designated by the Director within the Epic system that can bill for services under this Agreement.

“Billable Visit” means a completed patient appointment or encounter (including medical, dental, mental health, and other visits) by a Billable Provider. A missed appointment for which a patient is nonetheless charged a fee constitutes a Billable Visit. See Billable Visit Decision Tree illustrated in Exhibit “N” which provides information related to the determination of clinical OCHIN Billable Visits.

“CMIS” means Clinical Management Information System, a core health software solution for outpatient care partly provided by Contractor through its EPIC EHR/PM System and Dentrix Dental Solution to the Houston Department of Health and Human Services.

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Contractor” is defined in the preamble and includes its successors and assigns.

“Countersignature Date” means the date shown as the date countersigned on the signature page of this Agreement.

“Deliverables” mean the installation, implementation, technical support, maintenance of the hardware, software, interfaces, and on-site user training provided by Contractor under this Agreement during the implementation of the EPIC EHR/PM System and the Dentrix/Dexis Imaging

System provided through its subcontractor HCN, Inc.

“Dentrix/Dexis Imaging” means a dental solution component of the scope of services provided by Contractor and its subcontractor HCN, Inc. to the City’s various health clinics sites.

“Director” means the Director of the City of Houston Department of Health and Human Services, or the person he or she designates.

“Documents” mean notes, manuals, notebooks, plans, computations, databases, software, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms, photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

“EPIC Agreement” means the EPIC Standard License and Support Agreement entered between Contractor and EPIC Systems Corporation (“EPIC”) (attached hereto as Exhibit “H” [without its Exhibits], a complete copy of which is available in the HDHHS’ files) by which Contractor has obtained certain rights to the Practice Management and Electronic Medical Records (“EMR”) application software. The EPIC Agreement sets forth the terms on which Contractor will offer to the City access to certain components of the software and technical infrastructure and related support and training services described in the Statement of Work.

“EPIC EHR/PM System” means EPIC Electronic Health Records/Practice Management System access provided by Contractor to the City under this Agreement, consisting of Electronic Health Records and Practice Management application software.

“HCN, Inc.” means the subcontractor engaged by Contractor to provide the Dentrix/Dexis Imaging solution to the City under this Agreement.

“Notice to Proceed” means a written communication from the Director to Contractor instructing Contractor to begin performance.

“Parties” mean all the entities set out in the Preamble who are bound by this Agreement.

“Statement of Work” means the formal document attached as Exhibit “A” to this Agreement that defines the scope of work, approach, specific Deliverables, and other key terms required to describe the project that will be performed under this Agreement.

### **III. DUTIES OF CONTRACTOR**

#### **A. Scope of Services**

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in the Statement of Work attached to this Agreement as Exhibit “A”. The attached Statement of Work outlines the requirements and Deliverables for the implementation, project management and maintenance of a software solution for the Core Health, Clinical Management Information System (CMIS) for outpatient care for the City of Houston Department of Health and Human Services (HDHHS).

#### **B. Coordinate Performance**

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

#### **C. Reports**

Contractor shall submit all reports and progress updates required by the Director.

#### **D. Schedule of Performance**

##### Time of Performance

Contractor shall begin and complete its obligations under this Agreement in accordance with the Statement of Work attached hereto as Exhibit “A” and the Milestones indicated in Exhibit “C”.

The Director shall provide Contractor a written Notice to Proceed specifying a date to begin performance (“Start Date”) that is mutually agreed upon. Contractor shall begin its performance no later than the Start Date and shall continue to perform diligently until this Agreement is terminated or all services are completed, whichever comes first.

Contractor shall complete each task set out in the Statement of Work in accordance with a mutually agreed project plan. If Contractor fails to complete each task set out in the Statement of Work as a result of its own acts or omissions, the Director may in accordance with this Agreement terminate this Agreement or grant time extensions. The Parties may alter or revise the project plan upon mutual written agreement.

**E. Acceptance**

1) Approval of Individual Milestones - Contractor must successfully complete all individual Milestones and furnish all Deliverables set forth in Exhibit “A” and Exhibit “C”- Milestone Payment Schedule in order to receive payment. The City shall pay Contractor the sum set out for each Milestone completion in Exhibit “C” only upon his or her acceptance of all Deliverables in that Milestone which will not be unreasonably withheld. Upon the Director’s approval of the completion of a Milestone and acceptance of all Deliverables for that Milestone, Contractor shall invoice the City for the completed Milestone. The City shall pay Contractor for each completed Milestone within thirty (30) calendar days of the Director’s receipt of an invoice for such completed Milestone.

2) Rejection of Milestone Deliverables – The City is not obligated to make a payment at the end of a Milestone if Contractor fails to submit Deliverables in accordance with Contractor’s workplan as agreed to or approved by the Director. The Director shall notify Contractor in writing of all Milestone issues, errors or failures disclosed. In the event

of non-acceptance, Contractor shall, within five (5) calendar days following such notice, correct the Milestone issues, errors or failures contained in the Director's notice. The Director shall thereafter have five (5) calendar days to reassess the subject Milestone issues, errors or failures. Failure of the Contractor to correct the Milestone issues, errors or failures shall entitle the Director, at his/her option, to either allow Contractor to continue to correct any deficiencies or to terminate this Agreement for cause in accordance with this Agreement.

The above time periods in this Section (2) are subject to change, as jointly agreed to by the Director and Contractor in writing during the course of the project.

3) The City shall only make the final payment to Contractor upon Acceptance of Deliverables by the Director when all Milestones have been completed and Accepted by the Director and the project as a whole has been approved as conforming within the requirements set forth in the Statement of Work.

**F. Payment of Subcontractors**

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.

**G. RELEASE**

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH,

DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

**H. INDEMNIFICATION**

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY,

**WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.**

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$1,000,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

1. INDEMNIFICATION-PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR,

**(2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS.**

**J. INDEMNIFICATION – SUBCONTRACTOR’S INDEMNITY**  
**CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS), IF ANY, TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.**

**K. INDEMNIFICATION - PROCEDURES**

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due; and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written

notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**L. Insurance**

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, along with the required endorsements, before beginning its performance under this Agreement. All policies, except Workers' Compensation, must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance, including Contractual Liability, Bodily Injury and Property damage:
  - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation:

- Statutory amount
- (3) Automobile Liability insurance (for vehicles Contractor uses in performing under this Agreement, including Owned, Non-Owned and Hired Auto Coverage)
  - \$1,000,000 combined single limit per occurrence
- (4) Employer's Liability
  - \$100,000 Bodily Injury by accident (each accident)
  - \$100,000 Bodily Injury by disease (policy limit)
  - \$100,000 Bodily Injury by disease (each employee)

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, and by endorsement, that the insurance carrier waives any rights of subrogation against the City. **CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED, MATERIALLY CHANGED OR NON-RENEWED.** Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

Endorsement of Primary Insurance. Each policy, except Worker's Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be

obligated to pay any premiums.

Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.

Proof of Insurance.

Prior to execution of this Agreement, Contractor shall furnish the Director with Certificates of Insurance with the required endorsements, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

M. Warranties

Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement. Contractor shall perform all work using trained and skilled persons having experience performing the work required under this Agreement.

**CONTRACTOR WARRANTS THE SERVICES IT PROVIDES HEREUNDER WILL CONFORM SUBSTANTIALLY WITH THE REQUIREMENTS IN THE SCOPE OF WORK.**

N. Confidentiality-Protection of City's Interest

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the Information") that they receive, or to which they

have access, in strictest confidence in perpetuity. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

**O. Use of Work Products**

The City may use all notes, plans, computations, databases, software, tabulations, exhibits, photographs, reports, underlying data and other work products (collectively, the "Documents") that Contractor prepares or obtains under this Agreement. The City shall properly secure the Documents and shall not use it or make it available to third-parties without Contractor's prior written consent, unless required by law.

Contractor warrants that it owns the copyright to the Documents.

**P. Personnel of Contractor**

Services will be performed under the general direction, supervision and control of the City. Services supplied by Contractor's subcontractors or affiliates will be subject to the terms of this Agreement as if they were supplied directly by Contractor and Contractor shall be responsible and liable for the work of its subcontractors and affiliates.

Contractor shall replace any of its personnel or subcontractors whose work product is deemed unsatisfactory by the Director.

**Q. Licenses and Permits**

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against his or her license.

**R. Compliance with Laws**

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

**S. Compliance with Equal Opportunity Ordinance**

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "D".

**T. Drug Abuse Detection and Deterrence**

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E", together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "G."

If Contractor files a written designation of safety impact positions with its Drug Policy

Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or

on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

#### **U. Pay or Play**

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions.

#### **V. Compliance with HIPAA**

The parties acknowledge that Contractor will be exposed to protected health information and electronic protected health information as those terms are defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Subtitle D of the Health Information Technology for Economic and Clinical Health ("HITECH") Act in performing its duties under this Agreement. Therefore, Contractor shall execute a HIPAA Business Associate Agreement in the form of the attached Exhibit "F" with Contractor's execution of this Agreement.

#### IV. DUTIES OF THE CITY

##### A. Payment Terms

The City shall pay and Contractor shall accept fees at the completion of each Milestone associated with the implementation and maintenance of the EPIC EHR/PM System and Dentrix/Dexis Imaging Dental Solution as provided in Exhibit "C" for the services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

##### B. Expenses and Reimbursement

1. The City shall pay Contractor for reimbursable expenses on receipt of Contractor's itemized invoice.
2. Contractor shall propose a maximum amount for each Reimbursable Expense at the time that services requiring such expenses are requested by the Director. The Director must approve Reimbursable Expenses before Contractor incurs them. The compensation for Reimbursable Expenses shall never exceed this agreed-upon maximum amount. Reimbursable Expenses are the actual expenditures Contractor and its subcontractors make while performing services for the project requested by the Director. They include ordinary and reasonable travel costs by Contractor's representatives, not to exceed the amounts established under the City's then-current travel reimbursement policy for its employees), if reasonably necessary to accomplish a task in connection with the project and authorized by the Director. The total amount allocated for travel expenses under this Agreement, including the renewal terms, if any, shall not exceed \$75,000.00, as set out in Exhibit "B".

##### C. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas

Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

**D. Method of Payment**

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director or his designee showing the services performed and the corresponding fees at the completion of each Milestone as detailed in Exhibit "C". The City shall make payments to Contractor at its address for notice within 30 days of receipt of an approved invoice

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

**E. Additions and Deletions**

The Director may add additional Deliverables and services by giving written notification to Contractor pursuant to the Change Order process set forth in Section IV.H. below. The parties shall mutually agree in writing to the amount the Contractor shall charge the City for additional Deliverables and services, and the City shall allocate funds for additional Deliverables and services, before the Director sends such written notification to Contractor adding the additional Deliverables and services to this Agreement. For purposes of this section, the "Effective Date" means the date on which the Contractor receives written notification of addition(s). As of the Effective Date, each item added is subject to this Agreement, as if it had originally been a part of this Agreement, but the charge for each item starts to accrue only on the Effective date.

The total charges for additions to this Agreement must never exceed 25% of the original contract amount unless:

- \* the additions are exempt from the competitive bidding or proposal requirements, set forth in Tex. Local Govt. Code Chapter 252; or
- \* the City acquires the additions from Contractor through a competitive bid or competitive proposal.

Exclusion of Products and Services

If a Deliverable or service that is subject to this Agreement is deleted, lost, stolen, destroyed, damaged, sold, replaced, or otherwise disposed of, the Director may exclude it from the operation of this Agreement to the extent such disposal was caused by Contractor by notifying Contractor in writing. The notice takes effect immediately on its receipt by Contractor. More than one notice may be given. When a notice is received, Contractor shall delete the charge for the excluded Deliverable from the sum(s) otherwise due under this Agreement.

**F. Limit of Appropriation**

- (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.
- (2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **\$816,385.50** to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

- (3) The City makes a Supplemental Allocation by issuing to Contractor a Service Release

Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

\$ \_\_\_\_\_

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

**G. Access to Site**

Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where the Sites are located together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. This excludes parking for Contractor's personnel. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

**H. Change Order**

(1) At any time during the term of this Agreement, the Director with the agreement of the Contractor may issue a "Change Order" to increase or decrease the scope of services or change plans and specifications for software, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(2) The Director will issue the Change Order in substantially the following form:

**CHANGE ORDER**

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of Notice]  
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

**[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]**

Signed:

[Signature of Director]

(3) The Director may issue more than one Change Order, subject to the following limitations:

- (a) Council expressly authorizes the Director to approve Change Orders up to an aggregate 25% of the Total Contract Amount. Change Orders in excess of this amount must be approved by City Council.
- (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- (4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order, as well as identify any additional costs associated with the Change Order as well as any other applicable changes to scope of services or time tables. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.
- (5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

## V. TERM AND TERMINATION

### A. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for a term of three (3) years thereafter, unless sooner terminated under this Agreement (“Initial Term”).

### B. Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms each on the same terms and conditions. If the Director elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

### C. Time Extensions

If Contractor requests an extension of time to complete its performance, then the Director may, in his or her sole discretion, extend the term of this Agreement so long as such extension does not exceed 90 days. The 90-day extension must be in writing but does not require an amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

### D. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies that exist now or in the future. The City will be responsible for all costs incurred on their behalf during the period of service, up to the termination date.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are

chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section IV.A, unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

**E. Termination for Cause**

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
- (4) a receiver or trustee is appointed for Contractor.

If default occurs, the Director may, but is not obligated to, deliver a written notice to

Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may either terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

## **VI. MISCELLANEOUS**

### **A. Independent Contractor**

Contractor shall perform its obligation under this Agreement as an independent contractor and not an employee of the City.

### **B. Force Majeure**

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general

application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

2. This relief is not applicable unless the affected party does the following:
  - (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and
  - (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

5. If the Force Majeure continues for more than 10 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor.

This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY**

**CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

**C. Severability**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

**D. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

**E. Written Amendment**

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

**F. Applicable Laws**

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

**G. Notices**

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

**H. Captions**

Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

**I. Non-Waiver**

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

**J. Inspections and Audits**

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

**K. Enforcement**

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

**L. Ambiguities**

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

**M. Survival**

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

**N. Publicity**

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

**O. Parties In Interest**

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

**P. Successors and Assigns**

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

**Q. Business Structure and Assignments**

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment,

Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

**R. Remedies Cumulative**

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies that exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

**S. CONTRACTOR DEBT**

**IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE/SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE.**

**CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.**

**T. Non-Solicitation**

The parties agrees that, during the term of this Agreement, and for a period of 12 months following its termination, neither party will directly, or indirectly through a third party, solicit, offer employment to, employ, obtain services from, or in any other manner engage the services of any individual who was at any time during the six months period immediately prior to such solicitation, offer, or other engagement by the other party, an employee, agent, or contractor of the other party without the written consent of that party. However, nothing in this Agreement will prevent the hiring or engagement of a person who responds to a media advertisement or who makes an unsolicited contact for employment.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## EXHIBIT "A"

### STATEMENT OF WORK

#### A. Project Implementation.

This project covers the implementation of access to the EPIC Practice Management (PM) and Electronic Medical Records (EMR) System coupled with the subcontracted Dentrix Solution (together "CMIS System") in the City's existing health locations.

1) **Designation of sites.** The above CMIS System will be implemented at the current City's health or clinic locations ("Sites") below:

- Sunnyside
- Sharpstown
- Northside
- La Nueva Casa
- Magnolia
- Administration (8000 North Stadium)
- WIC Clinics (Practice Management Scheduling)
  - (i) Northeast
  - (ii) Magnolia
  - (iii) Northwest
  - (iv) Sunnyside
  - (v) Alief
  - (vi) Acres Homes
  - (vii) Denver Harbor
  - (viii) Northside
  - (ix) Airline
  - (x) Southwest
  - (xi) La Nueva Casa
  - (xii) Braesner
  - (xiii) Aldine
  - (xiv) Sharpstown

- 2) **Software Modules.** Contractor shall provide the City access to the software modules described in the attached Exhibit "A-1".
- 3) **Multi-Protocol Label Switching ("MPLS") Connectivity.** Contractor will procure a private (OCHIN Managed) MPLS service to connect the City of Houston facilities to its hosting centers. The MPLS service provides the connectivity method supporting application delivery and is billed directly to the City by the telecommunication carrier. The City has chosen to obtain an Internet Service Provider (ISP) connection to the OCHIN data center. Contractor cannot guarantee connectivity to the PMS/EMR hosted application or performance guarantees on application response times as Contractor is not a party to this ISP agreement. The City must complete and return the attached Exhibit "Q" - "OCHIN MPLS Circuit Request" to Contractor.
- 4) **Interfaces.** Contractor will provide one copy of standard lab interfaces as listed in the Statement of Work. A live lab interface is required at the time of initial Go Live. Additional interfaces (such as interfaces that may be requested for an individual Site) will be provided only as mutually agreed between the parties.
- 5) **Responsibility for Hardware and Technical Infrastructure.** Contractor 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 the City. The computer hardware, networking equipment, and telecommunications facilities are referred to as the "Technical Infrastructure". The Technical Infrastructure will include:
  - (a) **Hardware.** Hardware having capacity sufficient to accommodate a production environment for the application software described on Exhibit A-1 (including a Clarity reporting environment) based on usage estimates available to Contractor as of the date of this Agreement, a testing environment for the software described on Exhibit A-1, and a training environment.
  - (b) **Database and Operating Environments.** Operating environment software provided through third party vendors. This operating software will include:
    - (i) a Cache post-relational database management system ("RDBMS") and production environments and (ii) a database for Clarity reporting to be provided through Microsoft Corp. or Oracle Corporation.
  - (c) **Networking and Telecommunications.** The WAN connection to the City's primary local area network ("LAN") and all associated routers, equipment, telecommunications facilities, and cabling from the data center to the connection point. Contractor will establish technical standards and requirements for the City to establish connectivity to the System WAN. The City will be provided up to a single connection to the System WAN for each

location. Contractor will contract with third parties to provide telecommunications facilities at no extra cost to the City.

6. **Data Center.** Contractor has established a data center to house the central technical infrastructure. Contractor contracts with a third party to provide and maintain the data center.

7. **Data Conversion.** Contractor will convert demographic data at no cost using Contractor's then-standard fields. If the City chooses to convert either financial data or a large amount of historical data that additional hardware must be acquired as part of the Technical Infrastructure, the City can pay the cost of the additional hardware and any related goods or services, subject to a Change Order approved by the Director and the allocation of funds. This service will be provided by Contractor or a designated Subcontractor. The amount of data converted is at the City's discretion; provided, however, that Contractor may require conversion of any data that Contractor determines is reasonably necessary to assure that the City's use of the System will not be disruptive to other users. Based on the amount of data that the City desires to convert the timing of that conversion will vary.

8. **Warranties.**

- (a) **General.** Contractor warrants to the City that the software modules described on Exhibit A-1 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 8, "Substantive Program Error" has the same meaning ascribed to that term in the EPIC Agreement.

- (b) **Third Party Vendors.** As to any software module listed on Exhibit A-1 that is provided through a third party other than EPIC, Contractor makes the same warranty to the City that the third party makes to Contractor with respect to the module.

- (c) **Customized Code.** Any customized code that is added to or modifies the software modules listed on Exhibit A-1 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.

- (d) **Notice, Cure, and Response Time.** Any claim under the warranty set forth in this Section 8 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 Contractor rather than EPIC, and (b) the Substantive Program Error may be remedied by either Contractor or EPIC.

- (e) **Software Performance Expectations.** Contractor also warrants that the System will meet the performance expectations set forth in the EPIC

Agreement to the same extent that, and under the same conditions under which, EPIC has provided such warranties to Contractor.

9. **System and Data Security.**

- (a) **Disclosure of Patient Information.** Contractor will not disclose City's patient information except (a) to administer and manage the business of Contractor, 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 Epic Data service), (d) to participate in a state-wide data warehouse in the state of the City's principal place of business that will contain aggregated and de-identified patient data, (e) in compliance with the terms of the attached Exhibit "F", which is intended to include all provisions required in a "business associate contract" under applicable HIPAA regulations and the provisions required in a limited data set use agreement under HIPAA, or (f) in compliance with the Organized Health Care Arrangement Terms, attached hereto as Exhibit "J" ("OHCA Terms").
- (b) **Security Provided by Contractor.** Contractor (through a third party) will host data servers and other mechanisms that will store, protect, and provide controlled access to City'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. Contractor will make best efforts to comply with future HIPAA regulations concerning data security.
- (c) **Security Provided by the City.** As the City is subject to HIPAA, the City is also independently responsible for protecting the privacy and security of PHI (as defined in Exhibit "F") contained within the System. To satisfy this responsibility, the City must establish, within the appropriate time frame, any privacy and security policies or procedures that are necessary to ensure that the City's own operations and the common platform satisfy the requirements of HIPAA. City will ensure that City'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, City agrees to implement policies and procedures consistent with any security standards or guidelines approved by participants in the OHCA Terms.
- (d) **Additional Security Responsibilities.** In addition to any other security responsibilities of the City under this Agreement, Contractor will enable the

City to set security authorities for the City and its personnel with respect to the System, subject to limitation by Contractor. City is not permitted to give more than two individuals the right to set those security authorities.

10. **Meaningful Use.** Contractor will make every reasonable effort to ensure that the EMR System provided to the City meets the definition of “Certified EHR Technology” at 45 C.F.R. § 170.102 as in effect on the date of this Agreement. City acknowledges that whether City 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 the City makes use of the EMR System and other factors beyond the control of Contractor.

**B. Responsibilities of the City:**

1. **Clinical Environment.** The City is responsible for establishing and maintaining a clinical environment suitable for use of the System. At a minimum, the City will take the actions described below.
  - a. **Clinical Content.** The City will designate a practicing physician (or highest ranking Billable Provider) to participate in the Clinical Oversight Workgroup or other board-designated committee. This workgroup will be primarily responsible for providing input to Contractor regarding the clinical content of the System. The City and other users of the System acting through the workgroup, and not Contractor, will be responsible for the accuracy of such content.
  - b. **Internal Guidelines.** The City will be responsible for maintaining its own internal scope-of-practice guidelines governing use of the System at City’s clinic sites. These guidelines will specify, without limitation, the scope of authority, responsibility, and oversight of City’s personnel using the System. Contractor will not be responsible for monitoring compliance with those guidelines.
2. **City’s Hardware Requirements.** City will be responsible for obtaining, installing, and maintaining the hardware for use of the System within the City’s LAN, up to the router or other point at which the System WAN connects to the City’s LAN. Specific requirements for such hardware are described below. See OCHIN Hardware Recommendations in Exhibit “M”.
  - a. **Personal Computers.** At each of the City’s clinic sites, City will provide a number of personal computers sufficient for use of the System. City will be responsible for purchasing, installing, and implementing software maintained on such computers (other than software listed on Exhibit A-1), and upgrades of the software. City acknowledges that regular implementation of upgrades to such software is necessary for successful operation of the System.
  - b. **Other.** City is responsible for obtaining and maintaining accessories and peripheral devices for City’s personal computers, including individual scanning accessories, faxes, biometric equipment, and printers. City 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 City's sites and offices.

3. **Limited Access.** City will not make the System available to any third party except Permitted Users, or as needed by consultants who are assisting the City 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 the City under this 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. The City 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 City's operations. The City 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 Contractor without Contractor's consent (which shall not be unreasonably withheld).

For purpose of this subsection 3, **"Permitted Users"** means the following persons: the City and their collective employees, 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 the City, in each case to the extent involved in any way in the care of any patient involving the System.

4. **Lab Interface Requirements.** The City designates Contractor as City's representative for transmitting and receiving lab test orders and results. City 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 Contractor promptly and on at least a monthly basis of any modifications requested by the designated lab vendor. Contractor will agree to develop and implement additional lab interfaces only to the extent and on terms agreed between Contractor and the City.

5. **Indexing Solution.** The City is responsible for scanning information in paper format at each of the City's clinic sites and for determining the amount of information to be scanned for the System.

## 6. **Implementation Project Participants**

- a. **Implementation Project Personnel.** Each party will appoint an individual responsible for overseeing that party's responsibilities for implementation of

the System at City's Sites and acting as primary project liaison (each a "Project Manager") and an additional person responsible for directing such party's activities with respect to the project (each a "Project Director"). Contractor 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. City will also designate personnel to (a) oversee and be Contractor's primary contact for building of claims interfaces and to manage claims formatting and billing issues; (b) act as Contractor's primary contact person regarding City's technical systems; (c) coordinate and serve as Contractor's primary contact regarding optimization of the System; and (d) coordinate and serve as Contractor's primary contact for training. If the amount of time needed by the City materially exceeds this level of training and support services, the Director may issue a Change Order to Contractor for the additional services needed in accordance with Section IV.G. of the Agreement.

b. **Personnel Continuity.** Contractor and the City 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.

c. **City Personnel.** City will allocate sufficient personnel and resources to participate significantly during the initial implementation and on an ongoing basis for subsequent implementations and software upgrades.

d. **"Site Specialist"** – The City will designate employees as the City's "Site Specialists." It is recommended that the Site Specialists have a clinical background and expertise in use of the System. City shall designate sufficient Site Specialists to provide support in the areas of users, the System, and training. Each Site must have a designated Site Specialist prior to Super User Training as outlined in the Project Plan.

e. **"Provider Champion"** – The City will designate at least one "Provider Champion" for each Site, if needed. The Provider Champion is expected to be a highly respected individual within the organization (preferably a physician or, if a physician is not available, the highest ranking provider possible) and will be the lead advocate for the System at the Site.

f. **"On-Site Project Manager"** – The City will designate one full time employee (or equivalent) as City's "On-Site Project Manager" for each Site. It is preferred that the On-Site Project Manager will work with all sites. The On-Site Project Manager will oversee and be Contractor's primary contact for City's implementation and optimization of the System.

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

- a. City will be responsible for any other costs or responsibilities relating to implementation of the System which are not specifically assigned to Contractor 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 City's service area within the System and participating in building shared tables and master files for all service areas; (c) providing a facility conducive to the training of City's personnel; and (d) staff expenses owing to new roles or responsibilities, such as implementation coordination, coordination liaison, end user training, and direct user support (application and technical).

b. Following Go Live, City will have the following responsibilities at each Site:

- i. **Support Personnel.** City will designate sufficient personnel at each Site ("Contact Personnel") to provide support services to the City's users on an ongoing basis. The City must assign at least one of these Contact Personnel to each of the following areas: billing office operations support, site support, front office operations support, report writing, desktop equipment support, and network and telecommunications support. The same individual may be assigned to more than one of these support areas.
- ii. **Security.** City will allocate resources within City's organization and clinics that are sufficient to assure the level of security maintenance required by Section A.9 above.
- iii. **Upgrade Support.** City will substantially assist in any upgrades and in readying City's organization for the transition to new releases, including any necessary planning, testing, or training in connection with the System. City will implement the upgrades and new releases as needed and requested by Contractor.
- iv. **Ongoing Table Maintenance and Master Files Updates.** City will be responsible for the quality and timeliness of updates to the master files required for City's service area and will contribute to the upkeep of tables and master files across all service areas.
- v. **Workgroup Participation.** City will designate personnel at each Site to serve as one member of each of the OCHIN workgroups as listed in Exhibit "O". The same person may serve as the member of more than one group.

8. **Ownership.**

- a. **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. Contractor will maintain complete ownership of the Technical Infrastructure hardware, with the exception of telecommunications facilities owned by third parties.
- b. **Ownership of Patient Information.** City will retain ownership of City'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, City 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 "J" to this Agreement. City agrees that continued compliance with the OHCA Terms is a condition to continued access to the System and a material obligation of the City under this Agreement.

9. **Responsibility for Use.**

- (a) **Customer Responsible.** Certain components of the System allow the City 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. City 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.

- (b) **Professional Judgment.** Physicians and other authorized users should use the System as a resource in the exercise of professional medical judgment, not as a substitute for that judgment. City acknowledges that neither Contractor nor EPIC practice medicine.

- 10. **Data Collection and Reporting.** City will be required to furnish 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. Post implementation of the

EHR, Contractor will make every effort to collect relevant data from the consortium EHR and related systems.

C. Maintenance

Contractor shall perform maintenance services for all the software access provided under this Agreement throughout the term of this Agreement, including the renewal years, unless terminated sooner as provided hereunder. The Director may request additional services under this section C. by issuing a Change Order to Contractor in accordance with Section IV.G of the Agreement, subject to the allocation of funds.

## Exhibit “A-1”

### Software Modules

#### Practice Management Software

After implementation of access to the practice management component of the System, the City 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-9 Codes (Diagnostics Data)
- IMO-SMO-MED
- ADA Codes
- Prelude
- \*Patient Kiosk
- UB-4

#### EMR Software

After implementation of access to the EMR component of the System, the City 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
- MyChart
- MyChart Spanish
- Care Everywhere
- \*Haiku
- \*Canto
- \*EpicCare Link
- Reporting Workbench
- Charge Router

## Managed Care Software

\*Tapestry

## Medical Records Software

\*Release of Information (ROI)

## Training

All related training to the EHR / Practice Management/ and Dentrix Implementation of Systems

## Interfaces

- Surescripts interface
- Social Security Exchange in Texas, when available
- Immunization interface in Texas, when available
- One lab interface
- Dental interface
- Lab Order Entry (Cyberlab)
- Immunization (ImmTrac)
- Pharmacy
- Insurance to State
- Medicaid / CHIP
- SAP Billing

**\* Available at an additional cost and related maintenance, subject to approval by the Director and appropriation of funds.**

## EXHIBIT "B"

### Technical Support Terms and Conditions

1. **General.** This Exhibit describes the technical support that Contractor will provide to the City in connection with City's use of the CMIS System. Additional support will be provided as agreed by the parties, subject to a Change Order issued by the Director and the allocation of funds.
2. **Technical Infrastructure Support.** Contractor shall maintain and make reasonably available a team of trained personnel to provide support services to the City and City'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. **Implementation Support.** Contractor will provide implementation support services to facilitate conversion of City's sites to the Epic platform. These services include:
  - (a) Project planning, management, and coordination.
  - (b) Basic generic analysis and development of operation procedures and work flows.
  - (c) Application configuration.
  - (d) Electronic table loads and updates.
  - (e) Setup of the OCHIN network and telecommunications equipment included in the Technical Infrastructure.
  - (f) Providing standard configuration information and requested consultation for workstations and printers.
  - (g) Security setup within application and technical environment.
  - (h) Support during Go Live to supplement's support resources during this period.
4. **Ongoing Support.** After Go Live, Contractor shall arrange for provision of the following support services, which may be provided in person or by telephone, facsimile, modem, or other form of remote communication or access:
  - (a) **Help Desk.** Contractor shall provide assistance to City's Contact Personnel designated to request support from Contractor, by making support representatives reasonably available at the OCHIN help desk in the event City'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
7:00 a.m. – 5:00 p.m.	5:00 p.m. – 7:00 a.m.

**Saturday**

On call
7:00 a.m. – 5:00 p.m.

(All times are Central Standard Time)

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

- (b) **Response Times.** Contractor shall make reasonable efforts to meet the response time expectations described in Exhibit L, provided that the City has complied with the procedures and fulfilled its support obligations described in Exhibit L and this exhibit.
- (c) **Upgrades.** Contractor shall 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. Contractor shall also conduct software testing for upgrades and new releases in conjunction with City's representatives before the release is put in productive use.
- 5. **Vendor Management; Outsourcing.** Contractor shall manage the EPIC Agreement and shall facilitate and coordinate City's requests for direct services and support from EPIC, to the extent the City is entitled to any such direct services and support under the terms of the EPIC Agreement. Contractor may outsource its service and support obligations under this Agreement and will manage third party outsourcing contracts as well.

- 6. **Standard Training.** Contractor shall 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 the City's facilities in Houston, TX. All other training will be provided at City's facility or through online learning modules or webinars.

During implementation, City's clinic personnel will receive and are required to be available for up to 16 hours of training or demonstrate system competence within the first two weeks prior to go-live of the EMR System and City's support staff personnel will receive and are required to be available for 12 hours of training or demonstrate system competence within two weeks prior to go-live of the EMR System. Most ancillary staff (e.g., lab, medical records, x-ray, and pharmacy) and billing staff are required to be available for four hours of training or demonstrate system competence within two weeks prior to go-live of the EMR System.

7. **Additional Training.** If the Director requests that Contractor provides training other than the standard training described in Section 6 above, the Director will issue a Change Order for the additional training at a rate mutually agreed between the parties, subject to the allocation of funds.

8. **Travel Expenses.** If Contractor's personnel must travel, City will pay Contractor for ordinary and reasonable costs of travel expenses, not to exceed the amount established under the City's then-current travel reimbursement policy for its employees, if the travel is reasonably necessary to accomplish a task and authorized by the Director, for a maximum travel expenses amount of **\$75,000** throughout the term of this Agreement, in accordance with Section IV.B. of the Agreement.

9. **Availability of City Personnel for Training.** During implementation, City's clinic personnel and support staff at each Site will be required to complete appropriate Web-based training and up to 12 hours of classroom training within two weeks prior to Go Live of the System unless system competency is demonstrated. Most ancillary staff (e.g., lab, medical records, x-ray, and pharmacy) and billing staff are required to be available for appropriate Web-based training and at least two hours of classroom training within two weeks prior to Go Live unless system competency is demonstrated. The exact amount of classroom training will be determined as mutually agreed upon between Contractor and the Director.

10. **Implementation Training Materials.** Contractor will provide the City with standardized implementation training materials, at no additional cost, when related to training included in this Statement of Work. Any other training material which is non-standard and outside of the Statement of Work will be provided to the City at Contractor's cost, subject to approval by the Director.

11. **Provider Workload.** City 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.
12. **Upgrade Training.** Contractor will provide training for upgrades to the System to the City's site specialist at a rate mutually agreed between Contractor and the Director, subject to the allocation of funds.
13. **Ongoing On-Site Support.** Contractor shall provide on-site support for three business days after go-live. Standard onsite support consists of the Contractor Project Manager, clinical support, front desk support and offsite billing support. Additional ongoing support may be required, and would be provided on terms mutually agreed to by Contractor and the Director.

**EXHIBIT "C"**

**MILESTONE PAYMENT SCHEDULE**

**(See attached)**

**EXHIBIT "C"**

**City of Houston EHR / Practice Management / Dentrix Implementation**

**Milestone Payment Schedule**

				<b>Milestones</b>	<b>Delivered by</b>	<b>Payable To</b>	<b>Amount</b>	<b>TOTAL</b>
				<b>OCHIN EPIC EHR / Practice Management</b>				
				<b>Milestone 1</b>	OCHIN	OCHIN		
				Primary Contract Fully Executed				
				Epic Licenses Acquired by OCHIN				
				Provide the City of Houston with EHR Certification Number for CMS				
				Medicaid Incentive Program Registration for EPIC within 5 days of				
				City's signature of the contract, and dental system if/when				
				applicable.				
				Provide New Member Questionnaire				
							\$44,241.00	\$44,241.00
				<b>Milestone 2</b>	OCHIN	OCHIN		
				Project Kickoff-OnSite				
				IT Kickoff Call				
				Project Plan provided to member				
				Provide the City with an overall system training plan				
				LMS (online) Training made available to everyone				
				Gateway Documents completed: 1) NOCA (National Change of				
				Address) Statements 2) Top Payors 3) Provider Import with GEDI				
				(Gateway Electronic Data Interchange)				
				Connectivity established & training workstations in place and tested				
				for Super User training				
				Training workstations set up				
				Security Worksheet				
				Data conversion testing is complete				
				Identification of best practice workflows is complete and				
				reconfiguration tasks identified				

Milestones	Delivered by	Payable To	Amount	TOTAL
<b>Milestone 2 (cont'd)</b>				
Required and mutually agreed on optional interfaces for this component have been contracted based on the time needed to bring them Live.				
OCHIN has completed the training plan				
Lab and ADT (Abstract Data Transfer) interface needed for Go Live must be at least 25% complete				
			\$25,807.00	\$25,807.00
<b>Milestone 3</b>	OCHIN	OCHIN		
Super User 1 Training-Onsite (EHR)				
8:30am-4:30pm				
Super User 1 Training-Onsite (PM)				
Data gathering Complete, except non-training workstation & printer info				
New Member Setup Session-Onsite (EHR/PM)				
Patient Demographics Loaded for Abstracting				
Crystal Reports training completed				
System Setup for Abstracting in PRD (Production) Completed & New Desktop/Printer Equipment Installations Completed and Tested				
System & Equipment Setup for Scanning in PRD (Production) Completed & Tested				
Workstation mapping worksheet				
Member Staff training completed				
			\$25,807.00	\$25,807.00
<b>Milestone 4</b>	OCHIN	OCHIN		
Abstracting workstation info to OCHIN				
Abstract Training & Workshop				
4-hour session				
Surescript worksheets				
List of individuals doing scanning				



Milestones	Delivered by	Payable To	Amount	TOTAL
Insurance to State ADT (Abstract Data Transfer),ORM (Order Message), DFT (Detailed Financial Transaction) Insurance to State ADT (Abstract Data Transfer),ORM (Order Message), DFT (Detailed Financial Transaction) Insurance to State ADT (Abstract Data Transfer),ORM (Order Message), DFT (Detailed Financial Transaction) Medical/ CHIP HIE (Children Health Insurance Program / Health Information Exchange) Medical/ CHIP HIE (Children Health Insurance Program / Health Information Exchange) CMIS to SAP billing			\$8,000.00 \$8,000.00 \$8,000.00 \$8,000.00 \$8,000.00	\$113,000.00
Travel Expenses not to Exceed			\$75,000.00	\$75,000.00
<b>Dentix 5 / Dexis 9 Implementation</b>				
<b>Milestone 1 - Procurement &amp; Planning</b>	HCN	OCHIN		
Establish Communication with Center Schedule Technical Assessment Call Conduct Technical Assessment Call Submit proposal to Center Transition to PMO / Implementations Schedule Kick-Off Call with Center Order software Order hardware			\$136,594.00	\$136,594.00
<b>Milestone 2 - Planning</b>	HCN	OCHIN		
Conduct Kick-off Call with Center Provide workbooks / begin data gathering Schedule Dexis trainer Request Dexis serialization codes Order telecom circuit			\$24,148.25	\$24,148.25

Milestones	Delivered by	Payable To	Amount	TOTAL
<b>Milestone 3 - Setup &amp; Configuration</b>	HCH	OCHIN	\$44,148.25	\$44,148.25
Schedule Dentrix Installation				
Compete VPN Setup				
Request HL7 Config / Patient Load Date				
Configure hardware				
Install Dentrix DB on server				
Install Dentrix on server				
Configure HL7 interface				
Perform QA testing (software)				
Ship equipment to Center (if applicable)				
Activate telecom circuit (if applicable)				
Install equipment at Center (if applicable)				
<b>Milestone 4 - Training and System Setup</b>	HCH	OCHIN	\$14,148.25	\$14,148.25
Create training plan/ schedule				
Schedule training sessions				
Perform system setup				
Begin user training				
<b>Milestone 5 - Go Live Phase [FINAL]</b>	HCH	OCHIN	\$54,148.25	\$54,148.25
Perform full patient load				
Go Live				
Go Live 2nd day				
Conduct Dexis training session (4 hrs)				
Provide Dentrix Dexis Support				
Conduct Internal Lessons Learned Meeting				
Transition to support				

Milestones	Delivered by	Payable To	Amount	TOTAL
TOTAL (Year 1)				\$608,656.00
Maintenance Year 1				\$207,729.50
Maintenance Year 2				\$207,729.50
Maintenance Year 3				\$207,729.50
Maintenance Year 4				\$207,729.50
Maintenance Year 5				\$207,729.50
TOTAL MAINTENANCE				\$1,038,647.50
TOTAL PROJECT FOR OCHIN EHR PM and Dentrix				\$1,647,303.50

## EXHIBIT “P”

### EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, as amended and superseded, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246, as amended and superseded, and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contract Administrator(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, as amended and superseded, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the

contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, as amended and superseded, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended and superseded, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "F"

DRUG POLICY COMPLIANCE AGREEMENT

1. SEAN WIKITALEG ROSS CFO as an owner or officer of  
(Name) (Print/Type) (Title) \_\_\_\_\_ (Contractor)  
SEAN WIKITALEG ROSS (Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug-testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 8/3/2013

Contractor Name Sean Wikeley - Ross

Signature CFO

Title \_\_\_\_\_

EXHIBIT "F"

DRUG POLICY COMPLIANCE DECLARATION

I, \_\_\_\_\_ (Name) (Print/Type) \_\_\_\_\_ (Title) \_\_\_\_\_ as an owner or officer of \_\_\_\_\_ (Name of Company) \_\_\_\_\_ (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_.

Initials \_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials \_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials \_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials \_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is \_\_\_\_\_.

Initials \_\_\_\_\_ From \_\_\_\_\_ (Start date) to \_\_\_\_\_ (End date) the following test has occurred

Reasonable Suspicion	Post Accident	Total
<u>Random</u>		

Number Employees Tested

Number Employees Positive

Percent Employees Positive

Initials \_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials \_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
(Date) \_\_\_\_\_ (Typed or Printed Name)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Title)

EXHIBIT "G"

CONTRACTOR'S CERTIFICATION  
OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT

Sean Whiteley-Ross, CFO  
(Name) (Title)

as an owner or officer of OCHIN, Inc. (Contractor)  
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in 5.18 of Executive Order No. 1-31, that will be involved in performing \_\_\_\_\_  
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

9/3/2013  
(Date)

Sean Whiteley-Ross  
(Typed or Printed Name)

  
(Signature)

CFO  
(Title)

**EXHIBIT “H”**

**EPIC STANDARD LICENSE AND SUPPORT AGREEMENT**

A complete copy is available in HDHHS’ files.

## EXHIBIT “F”

### HIPPA BUSINESS ASSOCIATE AGREEMENT

This **HIPAA BUSINESS ASSOCIATE AGREEMENT** (the “BAA”) is made and entered into by and between **OCHIN, INC.** (“Business Associate” or “Contractor”) and the **CITY OF HOUSTON, TEXAS**, a home rule city of the State of Texas (“Covered Entity” or the “City”) in connection with the Agreement for Installation, Implementation and Technical Support for a Clinical Management Information System (the “Agreement”) for the Houston Health and Human Services Department.

The purpose of this BAA is to comply with the provisions applicable to the confidentiality and security of individual health records as required under the Health Insurance Portability and Accountability Act of 1996, as codified at 45 C.F.R. Parts 160 and 164, as amended (“HIPAA”) and any current and future regulations promulgated hereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (“Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 160, 162 and 164 (“Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 142, 160 and 162 (the “Federal Electronic Transaction Regulations”), as applicable; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) contained in Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, as applicable, all as may be amended from time to time, and TEX. HEALTH & SAFETY CODE ANN. §§81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Privacy and Security Requirements”, to protect the privacy and security of Protected Health Information (PHI) and Electronic Protected Health Information (EPHI) data created or received by Business Associate from or on behalf of the City.

#### A. Definitions.

1. “Confidential Information” is information that has been deemed or designated confidential by law (*i.e.*, constitutional, statutory, regulatory, or by judicial decision).
2. “Protected Health Information” (“PHI”) is defined in 45 C.F.R. §160.103 and is limited to information created or received by Contractor from or on behalf of the City.
3. “Electronic Protected Health Information” (“EPHI”) shall mean individually identifiable health information that is transmitted by or maintained in electronic media.
4. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing

EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (*e.g.*, flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

**B. General.**

1. Contractor agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.
2. Contractor agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the HIPAA Privacy and Security Requirements. Compliance with this paragraph is at Contractor's own expense.
3. Contractor agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of Contractor's services to the City. Compliance with this paragraph is at Contractor's own expense.
4. The terms used in this BAA shall have the same meaning as those terms in the HIPAA Privacy and Security Requirements.

**C. Representation.** Contractor represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing PHI and EPHI relating to the Clinical Management Information System provided by Contractor to the City of Houston Health and Human Services Department.

**D. Business Associate.** Contractor is a "Business Associate" of the City as that term is defined under the HIPAA Privacy and Security Requirements. Contractor specifically agrees to abide by all requirements of the HIPAA Privacy Rule and Security Rule made applicable to Business Associate under HITECH as if Business Associate were a covered entity under HIPAA.

1. *Nondisclosure of PHI and EPHI.* Contractor agrees not to use or disclose PHI and EPHI received from or on behalf of the City or created, compiled, or used by Contractor pursuant to this Agreement other than as permitted or required by this BAA, or as otherwise required by law.
2. *Limitation on Further Use or Disclosure.* Contractor agrees not to further use or disclose PHI or EPHI received from or on behalf of the City or created, compiled, or used by Contractor pursuant to this BAA in a manner that would be prohibited by the HIPAA Privacy and Security Requirements if disclosure was made by the City, or if either Contractor or the City is otherwise prohibited from making such disclosure by

3. *Safeguarding PHI.* Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this BAA or as required by State or Federal law, regulation, or rule.
4. *Safeguarding EPHI.* Contractor agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the City. These safeguards shall include the following:
  - a) Encryption of EPHI that Contractor stores and transmits;
  - b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;
  - c) Use of updated antivirus software;
  - d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and
  - e) Conduct of periodic security training.
5. *Reporting Security Incidents.* Contractor agrees to report to the City any Security Incident **immediately** upon becoming aware of such. Contractor further agrees to provide the City with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident: (1) a brief description of what happened, including the dates the Security Incident occurred and was discovered; (2) a reproduction of the PHI or EPHI involved in the Security Incident; and (3) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal. If Contractor determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, the Contractor agrees to notify the City in writing of the conditions that make reproduction infeasible and any information the Contractor has regarding the PHI or EPHI involved.

Contractor agrees to cooperate in a timely fashion with the City regarding all Security Incidents reported to the City.

The City will review all Security Incidents reported by Contractor.

Contractor will take the following steps in response, to the extent necessary or required by law, including, but not limited to, (1) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone,

through the media, or by posting a notice on the City's website, or through a combination of those methods, of the Security Incident; and (2) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the City, at no cost to the individuals.

The City, to the extent necessary or required by law, will provide notice of the Security Incident, as required by law, to the Secretary of the United States Department of Health and Human Services ("HHS").

Contractor agrees to reimburse the City for all expenses incurred as a result of Contractor's Security Incidents, including, but not limited to, expenses related to the activities described above. Contractor agrees that the City will select the Contractors and negotiate the contracts related to said expenses.

6. *EPHI and Subcontractors.* Contractor shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI. Further, Contractor agrees to give the City at least sixty (60) days advance notice of its intent to provide PHI or EPHI to an agent located outside of the United States.

7. *Subcontractors and Agents.* Contractor shall require any subcontractor or agent to whom Contractor provides PHI or EPHI received from or on behalf of the City or created, compiled, or used by Contractor pursuant to this BAA, to agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and EPHI.

8. *Reciprocal Disclosures.* The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to Clinical Management Information System provided by Contractor to the City of Houston Health and Human Services Department.

Contractor agrees:

- a) to be bound by these provisions with regard to PHI or EPHI received from the City;
- b) to take disciplinary action against any employee whose willful act violates these provisions and results in an unlawful disclosure of PHI or EPHI.

9. *Mitigation.* Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or EPHI by Contractor, or by a subcontractor or agent of Contractor, resulting from a violation of this BAA, including violations of the HIPAA Privacy and Security Requirements

stated herein. Contractor also agrees to inform the City in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.

10. *Notice – Access by Individual.* Contractor agrees to notify the City in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the City to obtain access to the individual's PHI. Upon request by the City, Contractor agrees to make available PHI and EPHI to the City or, as directed by the City, to an individual in accordance with 45 C.F.R. § 164.524.

11. *Notice – Request for Amendment.* Contractor agrees to notify the City in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the City to request an amendment of the individual's PHI or EPHI. Contractor agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the City in accordance with 45 C.F.R. § 164.526.

12. *Notice – Request for Accounting.* Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, Contractor agrees to notify the City in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the City for an accounting of the disclosures of the individual's PHI or EPHI. Contractor agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

13. *HHS Inspection.* Upon written request, Contractor agrees to make available to HHS or its designee, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the City in a time or manner designated by HHS for purposes of HHS determining the City's compliance with the HIPAA Privacy and Security Requirements.

14. *City Inspection.* Upon written request, Contractor agrees to make available to the City and its duly authorized representatives during normal business hours Contractor's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City in a time and manner designated by the City for the purposes of the City determining compliance with the HIPAA Privacy and Security Requirements. Contractor agrees to allow such access until the expiration of four (4) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Contractor agrees to allow similar access to books, records, and documents related to

contracts between Contractor and organizations related to or subcontracted by Contractor to whom Contractor provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City.

15. *PHI or EPHI Amendment.* Contractor agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the City pursuant to this BAA when notified by the City that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the HIPAA Privacy and Security Requirements.

16. *Documentation of Disclosures.* Contractor agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the City to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.

17. *Termination Procedures.* Upon termination of this BAA for any reason, Contractor agrees to deliver all PHI or EPHI received from the City or created, compiled, or used by Contractor pursuant to this BAA within thirty (30) days from the date of termination, or, if specially requested to do so by the City in writing, to destroy all PHI or EPHI within the time frame determined by the City, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when Contractor maintains PHI or EPHI from the City in any form. If Contractor determines that transferring or destroying the PHI or EPHI is infeasible, Contractor agrees:

- a) to notify the City of the conditions that make transfer or destruction infeasible;
- b) to extend the protections of this BAA to such PHI or EPHI; and
- c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the City, or destruction infeasible.

18. *Notice-Termination.* Upon written notice to Contractor, the City may terminate any portion of the Agreement under which Contractor maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to Contractor, the City may terminate the entire Agreement to which this BAA is attached to, if the City determines, at its sole discretion, that Contractor has repeatedly violated a HIPAA Privacy or Security Requirement.

**E. Survival of Privacy Provisions.** Contractor's obligations with regard to PHI and EPHI shall survive termination of this BAA and the Agreement.

**F. Amendment Related to Privacy and Security Requirements.** The Parties agree to take

such action as is necessary to amend this BAA if the City, in its reasonable discretion, determines that amendment is necessary for the City to comply with the HIPAA Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this BAA shall be resolved to permit the City to comply with the HIPAA Privacy and Security Requirements.

**G. Indemnification. Contractor agrees to indemnify and hold harmless the City and its officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:**

- 1. a breach of this BAA relating to the HIPAA Privacy and Security Requirements by Contractor; or**
- 2. any negligent or wrongful acts or omissions of Contractor or its employees, directors, officers, subcontractors, or agents, relating to the HIPAA Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**

**H. Electronic Mail Addresses.** Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the City, including any agency or department of the City. This consent is intended to comply with the requirements of the Texas Public Information Act, TEX. GOV'T CODE ANN. § 552.137 *et seq.*, as amended, and shall survive termination of this BAA. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this BAA or otherwise.

**I.** Except as otherwise limited in this BAA, Contractor may use or disclose Protected Health Information it creates or receives from or on behalf of the City to provide the services to or on behalf of the City set out in the Agreement.

**J.** This BAA survives the termination of the Agreement and expires when all of the PHI provided by the City to Contractor is destroyed or returned to the City.

**K. Notices** - All notices to either party to the BAA must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out below or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

Covered Entity:

Business Associate:

City of Houston  
P.O. Box 1562  
Houston, Texas 77251  
Attention: Director  
Or Designee  
Department of Health and  
Human Services

OCHIN, Inc.  
1881 SW Naito Parkway  
Portland, Oregon 97201-5195  
Attention: Sean Whiteley-Ross  
Chief Financial Officer

Signatures:

The Parties have executed this BAA in multiple copies, each of which is an original.

WITNESS:

(BUSINESS ASSOCIATE)  
OCHIN, INC.

By:   
Name: Adrienne Downette  
Title: Apprentice

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Tax Identification No. 20-0195556

ATTEST/SEAL:

(COVERED ENTITY)  
CITY OF HOUSTON, TEXAS  
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

  
Director, Department of Health and  
Human Services

  
City Controller Ronald C. Khan

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

  
Sr. Assistant City Attorney  
L.D. File No. 0381300053001

9-23-13

## EXHIBIT "j"

### Organized Health Care Arrangement Terms

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").
    - 2.1 **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.
    - 2.2 **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:

*[insert Member name] is part of an organized health care arrangement including participants in OCHIN. A current list of OCHIN participants is available at www.ochin.org. As a business associate of [insert Member name], OCHIN supplies information technology and related services to [insert Member name] 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 [insert Member name] with other OCHIN participants when necessary for health care operations purposes of the organized health care arrangement.*
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
3. **Termination.** A Member's participation in the OHCA described herein shall terminate automatically to the extent this agreement is terminated. Except as described below, Member shall not be entitled to voluntarily withdraw from the OHCA described herein while maintaining services under the terms of this agreement.
4. **Third Party Beneficiaries.** All OHCA Participants are third party beneficiaries of the obligations set forth in this exhibit.

next page is  
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## Exhibit "K"

### Care Everywhere Module

**A. Background.** Epic and OCHIN (or "Contractor") are parties to the EPIC Agreement, pursuant to which Contractor has obtained the right to offer the City (or "Member") access to the Care Everywhere module ("Care Everywhere") as an additional component of the System. This exhibit sets forth the terms on which Contractor will provide City 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 Member. For purposes of this exhibit, "Member" means an organization, other than OCHIN and its members that participate in Epic's Care Everywhere community.
- Member's clinicians may view patient records from Members.
- 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, provided there is sufficient allocation of funds, 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 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, **“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, 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, 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.

## Exhibit "K-1"

### 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 site for use of CE and generally will be effective forty-five (45) days after the date of posting unless the change, in Epic's determination, is meant to address an issue of immediate concern.

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

## Exhibit “L”

### Help Desk / Work Orders Responsibilities and Expectations

#### 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 the 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

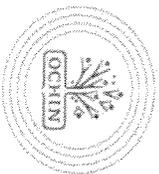
Examples:

- Letters for follow-up appointments (new functionality)
- Remove provider from provider table

**EXHIBIT ‘M’**

**OCHIN Hardware Recommendations**

*(See attached information)*



### **OCHIN Hardware Recommendations**

OCHIN is a hosted Electronic Health Record (EHR), with all Servers, Backup devices and Heating Ventilation and Air Conditioning (HVAC) systems being maintained by OCHIN's dedicated support team. A standard implementation requires only client devices be maintained by the member organization and this includes but is not limited to personal computers, thin terminals, printers, print servers (Windows, Unix or Linux) and scanner hardware.

As a hosted solution, OCHIN is responsible for all server and network cabling within the datacenter. Member organizations are responsible for implementation of client-side network infrastructure only and should follow best practices for the installation of an IP based network. OCHIN will assist with reviewing current infrastructure to assure that a member organization will be able to use the OCHIN hosted solution.

Connectivity is a collaborative discussion between the member organization and OCHIN, with OCHIN supporting many methods of connection from the member's primary location to our datacenters. The majority of OCHIN members currently utilize site-to-site Virtual Private Networks (VPN) to connect via our redundant upstream Internet Service Providers (ISP's). Additionally some OCHIN members have decided to utilize dedicated MPLS or private line circuits connected via our Extranet-Zone, to allow them to extend existing Wide Area Networks (WAN).

OCHIN requires that whichever method is utilized to attach via IP to our facilities, that the average latency does not exceed 60ms from the client device to the OCHIN servers and while many customers experience maximum burst latencies of up to 100ms in production use, this is unusual and OCHIN works with the member and the telecommunication providers to mitigate these high points.

Note that we give the manufacturer and Zones part numbers, as many of our customers use Zones as a vendor. However, OCHIN now offers the Group Purchasing Option which can reduce the costs of purchasing equipment.

For more information on using the GPO please email [osp@ochin.org](mailto:osp@ochin.org) or call our main telephone number and ask to speak anyone on the OSP team.

**Workstation Minimum Requirements**

- Intel Pentium 4 or better
- 2 GB of system memory
- LCD 22" Widescreen display with 1680x1050 (native resolution)
- 16-bit color, or higher
- Windows 7 Professional or Enterprise

OCHIN recommends that when purchasing new monitors and computers to allow for a resolution of 1680x1050 and monitor size of LCD 22" Widescreen (these should be matched to the area where the person is working). This is to allow for future expansion of the desktop interface from our primary EMR vendor.

**Recommendations**

The following product recommendations are 100% compatible with the OCHIN delivery system; variations exist but need to be tested extensively prior to a clinic's go-live. Use of other solutions that have not been supported in the past on the OCHIN system could cause issues that may delay or impair your operations.

**Workstations:**

Description	Mfg Part and Zones Part Numbers:
Lenovo ThinkCentre M72e – Small Form Factor Desktop – Intel G860 (Dual-Core) / 3 GHz - RAM 2 GB - HDD 1 x 500 GB - DVD±RW (±R DL) / DVD-RAM – GMA 4500 - Gigabit Ethernet - Windows 7 / 8 Pro 64-bit - 3yr onsite warranty	Mfg. Part: 0967B3U Zones Part: P 03880383 Price: \$489.97
SAMSUNG S22A450BW-1 22" Widescreen LCD monitor	Mfg Part: S22A450BW-1 Zones Part: A 05589432 Price: \$204.97

**Scanner**

OCHIN recommends the Fujitsu Fi-6130z scanner, which includes the required Kofax Virtual Rescan Software at no extra charge

Description	Mfg Part and Zones Part Numbers:
Fujitsu Fi-6130z scanner	Mfg. Part: PA03630-B055 Zones Part: A 03589982 Price: \$887.97

**Per POD (Hallway) Nurses Station**

**Laser Printer**

HP Laserjet M602x and P3015x with an extra HP Laserjet 400-sheet input tray and feeder tray. This gives

a total of 3 feeder trays and built-in manual tray.

<b>Description</b>	<b>Mfg Part and Zones Part Numbers:</b>
HP LaserJet Enterprise M602x Printer - B/W - duplex - laser - Legal, A4 - 1200 dpi x 1200 dpi - 52 ppm - capacity: 1100 sheets - USB, 1000Base-T (220K monthly duty cycle)	Mfg. Part: CE993A#BGJ      Zones Part: A 05568608 Price: \$1,419.97
HP 500 Sheet media input tray / feeder for M602	Mfg. Part: CE998A      Zones Part: A 05584148 Price: \$245.97
HP LaserJet Enterprise P3015x - B/W - duplex - laser - Legal, A4 - 1200 dpi x 1200 dpi - 42 ppm - capacity: 1100 sheets - USB, 1000Base-T (100K monthly duty cycle)	Mfg. Part: CE529A#ABA      Zones Part: A 05406195 Price: \$829.97
HP 500 Sheet media input tray / feeder for P3015	Mfg. Part: CE530A      Zones Part: A 02915217 Price: \$165.97
HP LaserJet Pro M401dn - B/W - duplex - laser - Legal, A4 - 1200 dpi x 1200 dpi - up to 35 ppm - capacity: 300 sheets - USB, 1000Base-T (50K monthly duty cycle)	Mfg. Part: CF278A#BGJ      Zones Part: A 03624390 Price: \$389.97

#### Label Printer

You only need to purchase one brand of label printer, OCHIN recommends the Intermec PF8t, with the built in network card. Alternately, you can choose the DYMO label writer, for which you will need to purchase a local print server (also known as a network interface) to connect the label writer to network.

<b>Description</b>	<b>Mfg Part and Zones Part Numbers:</b>
Intermec PF8t - label printer - B/W - thermal transfer Label printer - B/W - thermal transfer - Roll (4.65 in) - 300 dpi - up to 120 inch/min - Parallel, Serial, USB, 10/100Base-TX	Mfg. Part: PF8TA03001100      Zones Part: 03002285 Price: \$584.97

<b>Description</b>	<b>Mfg Part and Zones Part Numbers:</b>
DYMO LabelWriter SE450	Mfg. Part: 1761334      Zones Part: 05550256 Price: \$259.97
DYMO serial to parallel port adapter	Mfg. Part: 60756      Zones Part: 01051817 Price: \$94.97

<b>Description</b>	<b>Mfg Part and Zones Part Numbers:</b>
Zebra GX420d Label Printer	Mfg. Part: GX42-202410-000 Zones Part: A 03475730 Price: \$454.97
Zebra GX420t Label Printer	Mfg. Part: GX42-102410-000 Zones Part: A 05568869 Price: \$504.97

**Print server (network interface)** – only need to purchase if your label printer does not have a network interface card built in.

Two options:

- 1) HP Jet Direct 300x -or -
- 2) Trendnet Mini Print server. Note: to use the Trendnet or the Jet Direct Print server with the Intermecc printer, you must also buy a Parallel Printer Cable.

The Trendnet print server will plug directly into the Dymo serial-parallel port adapter on the Dymo printer. For using the Dymo printer with the HP Jet Direct you will also need to purchase the serial cable.

Description	Mfg Part and Zones Part Numbers:
HP JetDirect 300X – print server	Mfg. Part: J3263G#ABA      Zones Part: 05592915 Price: \$259.97
Belkin 6' Pro Series IEEE 1284 Parallel Printer Cable	Mfg. Part: F2A046-06      Zones Part: 00508910 Price: \$9.97
Trendnet Mini Print Server	Mfg. Part: TE100-PIP      Zones Part: 00333833 Price: \$39.97

**Label Stock for Intermecc (pack of 8 rolls)**

Description	Mfg Part and Zones Part Numbers:
Intermecc Duratherm II - labels - 9600 pcs	Mfg. Part: E15532      Zones Part: 01527257 Price: \$64.97

**Label Stock for Dymo (pack of 2 rolls)**

Description	Mfg Part and Zones Part Numbers:
DYMO Address Labels (2 pack)	Mfg. Part: 30252      Zones Part: 00821966 Price: \$17.97

**Electronic Signature Pads - Device Supported (only supported model and brand)**

Description	Mfg Part and Zones Part Numbers:
Topaz Model #: T-LBK462-BSB-R-SigGem 1X5 LCD	Mfg. Part: T-LBK462-BSB-R Zones Part: 05432178 Price: \$354.97

**Additional Technical Requirements:**

Needs to be associated with a specific COM Port on the computer

**Additional HTML Form Creation Cost:**  
TBD

## Patient Photos

Description	Mfg Part and Zones Part Numbers:
Microsoft LifeCam HD- 6000 Webcam	Mfg. Part: 7PD-00001      Zones Part: A 03022185 Price: \$48.97
Microsoft LifeCAM Studio	Mfg. Part: Q2F-00013      Zones Part: A 03837631 Price: \$49.97

### Epic Recommended Specifications:

Needs to be a TWAIN Enabled Camera (or) utilizing generic TWAIN video driver that recognizes any webcam source and makes it TWAIN : [http://eztwain.com/generic\\_video\\_twain.htm](http://eztwain.com/generic_video_twain.htm)

### Front Desk Scanning *(Device and license required to use this feature)*

Description	Mfg Part and Zones Part Numbers:
Brother DSmobile 600	Mfg. Part: DS600      Zones Part: A 03049426 Price: \$139.97

In addition, any device that is currently using OnBase Scanning for clinicals will work for this application.

### Epic Recommended Specifications:

Needs to be TWAIN enabled

Please contact OCHIN for the OnBase licensing costs associated with front desk scanning.

**Exhibit “N”**

**Billable Visit Decision Tree**

*(See attached information)*



**Exhibit “O”**

**OCHIN WORKGROUPS**

**(See attached information)**



# OCHIN Workgroup Signup Form

**Organization:** Click here to enter organization.

**State:** Click here to enter State.

**Billing Workgroup – OCHIN Contact: Juli Cross ([crossj@ochin.org](mailto:crossj@ochin.org))**

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

*Estimated Time Commitment: 1-2 hours/month – 1.5 hour monthly meeting plus time to read/process emails to distribution list*

**Name:** Click here to enter name.

**Title/Role:** Click here to enter role.

**Email:** Click here to enter email.

**Phone:** Click here to enter number.

**Clinical Oversight Group (COG) – OCHIN Contact: D'Angela Merrell ([merreld@ochin.org](mailto:merreld@ochin.org))**

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

*Estimated Time Commitment: Total time per quarter – 23-25 hours (approximately 8 hours/month)*

*\* 2 two-hour call-in meetings*

*\* 1 two-day on-site meeting (16 hours)*

*Approx. 1-1.5 hours per month responding to emails*

**Primary Contact – (physician, ideally medical director)**

**Name:** Click here to enter name.

**Title/Role:** Click here to enter role.

**Email:** Click here to enter email.

**Phone:** Click here to enter number.

**Secondary Contact – (any practicing clinician, e.g. MD, NP, PA, RN)**

**Name:** Click here to enter name.

**Title/Role:** Click here to enter role.

**Email:** Click here to enter email.

**Phone:** Click here to enter number.

**Executive Strategic Oversight Committee – OCHIN Contact: Marci Lane ([lanem@ochin.org](mailto:lanem@ochin.org))**

*Purpose: To review strategic direction of OCHIN and assist Management and the Board in making long term strategic decisions for the OCHIN collaborative.*

*Estimated Time Commitment: \* 2 two-hour call-in meetings*

*\* 2 one-day on-site meetings*

*(Call-in and on-site meetings alternate each quarter)*

**Name:** Click here to enter name.

**Title/Role:** Click here to enter role.

**Email:** Click here to enter email.

**Phone:** Click here to enter number.

**Health Information Management (HIM) Workgroup – OCHIN Contact: Lynne Shoemaker ([shoemakerl@ochin.org](mailto:shoemakerl@ochin.org))**

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

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

**Preferably Medical Record Department Director**

**Name:** Click here to enter name.

**Title/Role:** Click here to enter role.

**Email:** Click here to enter email.

**Phone:** Click here to enter number.

# OCHIN Workgroup Signup Form

**Operations Council – OCHIN Contact:** Kevin Geoffroy ([geoffroyk@ochin.org](mailto:geoffroyk@ochin.org))

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

*Estimated Time Commitment: 1-2 hours/month*

**Name:** [Click here to enter name.](#)

**Email:** [Click here to enter email.](#)

**Title/Role:** [Click here to enter role.](#)

**Phone:** [Click here to enter number.](#)

**Reporting Workgroup – OCHIN Contact:** Brent Dukes ([dukesb@ochin.org](mailto:dukesb@ochin.org))

*Purpose: To provide updates and advanced training for the group. They discuss the development of new reports which become posted on the OCHIN web-report library available to all Clarity® Report designers and schedulers. The group also reviews and tests changes to the Clarity® database. This group also examines the various Quality Improvement metrics, workbooks, documentation and other materials used in QI reporting via the Solutions system..*

*Estimated Time Commitment: 1-2 hours/month*

**Name:** [Click here to enter name.](#)

**Email:** [Click here to enter email.](#)

**Title/Role:** [Click here to enter role.](#)

**Phone:** [Click here to enter number.](#)

**Site Specialist Workgroup – OCHIN Contact:** Sophiea Tyler ([tylers@ochin.org](mailto:tylers@ochin.org))

Each organization has at least one Site Specialist who is an application expert and supports the introduction, integration, acceptance, and optimal use of the system by clinical operations and patient care teams. They meet as a group and with OCHIN on a monthly basis to share best practice system, training, and troubleshooting tips, to hear information about system updates and future development, and to receive optimization training to provide to their end users.

**Name:** [Click here to enter name.](#)

**Email:** [Click here to enter email.](#)

**Title/Role:** [Click here to enter role.](#)

**Phone:** [Click here to enter number.](#)

**Meaningful Use Group – OCHIN Contact:** Dustin Zimmerman([zimmermand@ochin.org](mailto:zimmermand@ochin.org))

*Purpose: To provide a forum for members to discuss issues related to Meaningful Use.*

*Estimated Time Commitment: 1-2 hours/month*

**Name:** [Click here to enter name.](#)

**Email:** [Click here to enter email.](#)

**Title/Role:** [Click here to enter role.](#)

**Phone:** [Click here to enter number.](#)

**Completed by:** [Click here to enter name.](#)

**Date completed:** [Click here to enter a date.](#)

**EXHIBIT "p"**

**OCHIN MPLS CIRCUIT REQUEST**

Please fill out the following information with as much detail as possible and return it to [hallm@ochin.org](mailto:hallm@ochin.org). Upon receipt, a contract generation request will be sent to the local Telco.

**Local Representative who will sign the Contract**

Name:

**OCHIN, Project Manager Contact**

Name:

Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Tech \_\_\_\_\_  
 Support: \_\_\_\_\_  
 Site: \_\_\_\_\_

Company: OCHIN, Inc  
 Phone: 503-943-2500  
 Email: \_\_\_\_\_  
 Tech 503-943-2500  
 Support: \_\_\_\_\_  
 Site: Portland, OR

**Required Information to Generate a MPLS Quote and Contract**

Name:	Explanation	Requested Information
Local Address	Physical Address where circuit will be located	
Existing Phone # or Circuit ID	A local phone # or circuit ID from the Physical address above (if available)	
Billing Address	Billing address if different from the physical address above	
Bandwidth	Default is 1.54 mbps (change only after consultation with network services)	T-1 1.54 mbps
Anticipated Environment Size	Estimate of the number of Users (used for Bandwidth requirements above)	

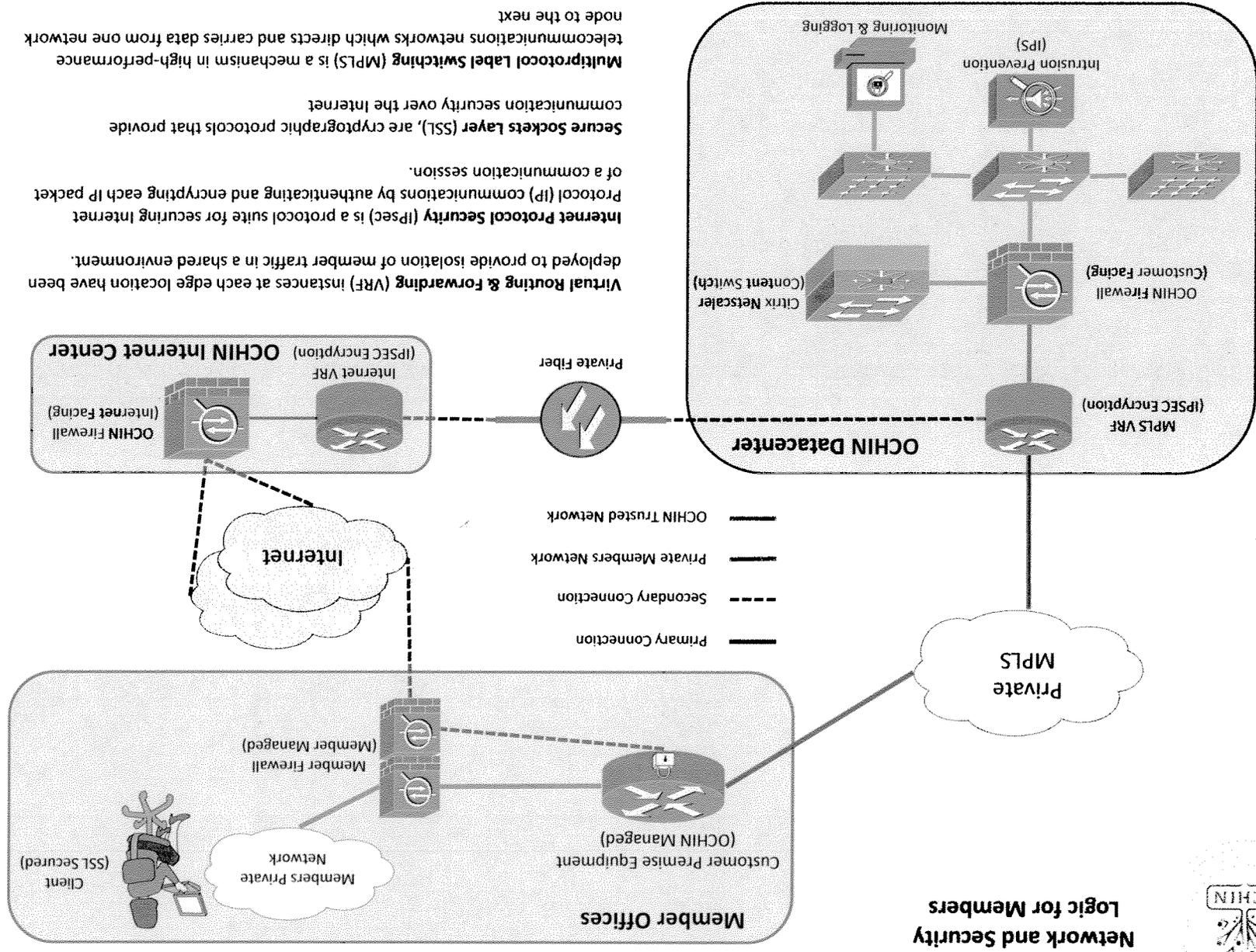
**EXHIBIT “Q”**

**CONNECTIVITY SCHEMATIC**

**(See attached information)**



**Network and Security Logic for Members**



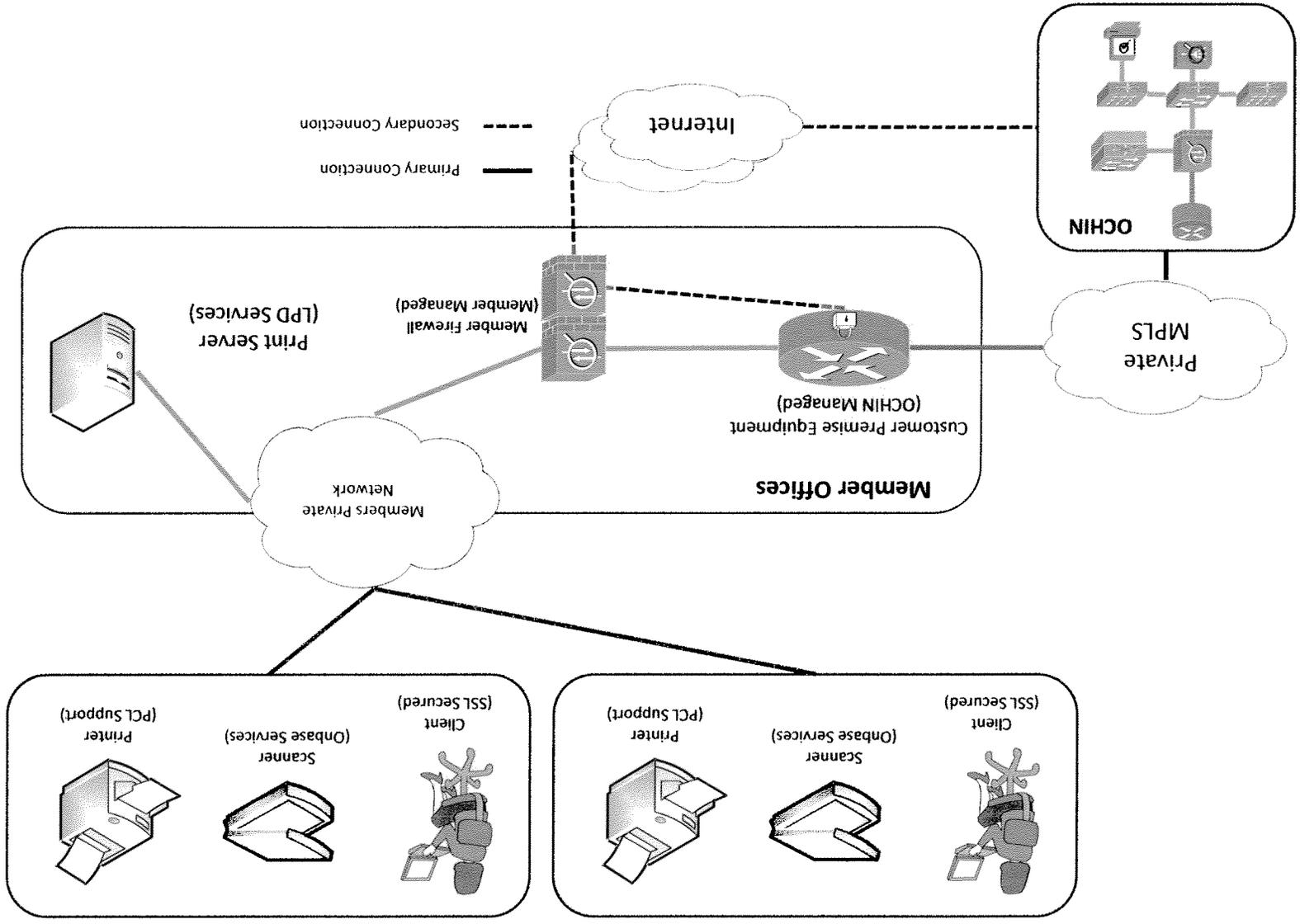
**Virtual Routing & Forwarding (VRF)** instances at each edge location have been deployed to provide isolation of member traffic in a shared environment.

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

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

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

# Network and Security Logic for Members



**EXHIBIT "R"**

**NEW MEMBER QUESTIONNAIRE**

**(See attached information)**

# New Member Questionnaire



\*\*Please note this is a form with protected text. Please save this to your local hard drive to save information that you are entering in this questionnaire. For easy completion of this form you may use the <TAB> key to move from field to field and use the mouse or space bar to "X", select the appropriate boxes.\*\*

**Completed By:** [Enter name of person filling out questionnaire]

**Date Completed:** [Enter date here]

**Title:** [Enter Title Here]

**Phone:** [Enter phone number]

**E-mail:** [Enter e-mail address]

**Clinic Name:** [Enter clinic name]

**Clinic Address:** [Enter clinic address]

**Clinic Phone Number:** [Enter clinic phone number]

**Clinic Fax Number:** [Enter clinic fax number]

**Website:** [Enter website address here]

**Which time zone are you in?**

[Large shaded area representing the main form content, which is mostly obscured by a grey pattern.]

Organization Background	
Information About Your Organization (Please attach additional Clinic Information)	
<p> <input type="checkbox"/> Family Planning  <input type="checkbox"/> Refugee Screening  <input type="checkbox"/> X-Ray Only Visits  <input type="checkbox"/> STD  <input type="checkbox"/> HIV Treatment  <input type="checkbox"/> Mass Immunization Clinics  <input type="checkbox"/> Walk-in Immunizations  <input type="checkbox"/> Travel Clinic  <input type="checkbox"/> OB/GYN  <input type="checkbox"/> Deliveries  <input type="checkbox"/> Urology  <input type="checkbox"/> Behavioral Health  <input type="checkbox"/> Endocrinology  <input type="checkbox"/> Dermatology  <input type="checkbox"/> Nutrition  <input type="checkbox"/> Cardiology         </p>	<p> <input type="checkbox"/> Family Care (primary care)  <input type="checkbox"/> School based care  <input type="checkbox"/> Sports Physicals  <input type="checkbox"/> Lab Only Visits  <input type="checkbox"/> TB  <input type="checkbox"/> HIV Screening  <input type="checkbox"/> Well Child Checks  <input type="checkbox"/> Immunizations  <input type="checkbox"/> Flu Shot Clinics  <input type="checkbox"/> Prenatal  <input type="checkbox"/> Postpartum  <input type="checkbox"/> Dentistry  <input type="checkbox"/> Maternal Case Management  <input type="checkbox"/> Ophthalmology  <input type="checkbox"/> Pediatrics  <input type="checkbox"/> Orthopedics  <input type="checkbox"/> Podiatry  <input type="checkbox"/> Other, [Please specify here]         </p> <p>Please select all that apply:</p>
<p>           Clinic 1 Name:            Address:            City:            Zip Code:            Telephone:            Fax:            Clinic Contact:            Clinic Hours            Is this the Main Site            Yes No         </p>	

Clinic 2 Name:

Address:

City:

Zip Code:

Telephone:

Fax:

Clinic Contact:

Clinic Hours

Is this the Main Site  
Yes No

- Please select all that apply:
- Family Care (primary care)
  - School based care
  - Sports Physicals
  - Lab Only Visits
  - TB
  - HIV Screening
  - Well Child Checks
  - Immunizations
  - Flu Shot Clinics
  - Prenatal
  - Postpartum
  - Dentistry
  - Maternal Case Management
  - Ophthalmology
  - Pediatrics
  - Orthopedics
  - Podiatry
  - Allergy
  - Physical Therapy
  - Internal Medicine
  - Other, [Please specify here]

- Family Planning
- Refugee Screening
- X-Ray Only Visits
- STD
- HIV Treatment
- Mass Immunization Clinics
- Walk-In Immunizations
- Travel Clinic
- OB/GYN
- Deliveries
- Urology
- Behavioral Health
- Endocrinology
- Dermatology
- Nutrition
- Cardiology
- Audiology
- Gastroenterology
- Pulmonology

Public Health	
<p>1. What Public Health Services or Outreach Programs does your clinic participate in?</p> <p>[Please list and describe here]</p>	<p>1. What Public Health Services or Outreach Programs does your clinic participate in?</p> <p>[Please list and describe here]</p>
<p>Please select all that apply:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Family Care (primary care)</li> <li><input type="checkbox"/> School based care</li> <li><input type="checkbox"/> Sports Physicals</li> <li><input type="checkbox"/> Lab Only Visits</li> <li><input type="checkbox"/> TB</li> <li><input type="checkbox"/> HIV Screening</li> <li><input type="checkbox"/> Well Child Checks</li> <li><input type="checkbox"/> Immunizations</li> <li><input type="checkbox"/> Flu Shot Clinics</li> <li><input type="checkbox"/> Prenatal</li> <li><input type="checkbox"/> Postpartum</li> <li><input type="checkbox"/> Dentistry</li> <li><input type="checkbox"/> Maternal Case Management</li> <li><input type="checkbox"/> Ophthalmology</li> <li><input type="checkbox"/> Pediatrics</li> <li><input type="checkbox"/> Orthopedics</li> <li><input type="checkbox"/> Podiatry</li> <li><input type="checkbox"/> Other, [Please specify here]</li> </ul>	<p>Clinic 3 Name:</p> <p>Address:</p> <p>City:</p> <p>Zip Code:</p> <p>Telephone:</p> <p>Fax:</p> <p>Clinic Contact:</p> <p>Clinic Hours</p> <p>Is this the Main Site</p> <p>Yes No</p>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Family Planning</li> <li><input type="checkbox"/> Refugee Screening</li> <li><input type="checkbox"/> X-Ray Only Visits</li> <li><input type="checkbox"/> STD</li> <li><input type="checkbox"/> HIV Treatment</li> <li><input type="checkbox"/> Mass Immunization Clinics</li> <li><input type="checkbox"/> Walk-in Immunizations</li> <li><input type="checkbox"/> Travel Clinic</li> <li><input type="checkbox"/> OB/GYN</li> <li><input type="checkbox"/> Deliveries</li> <li><input type="checkbox"/> Urology</li> <li><input type="checkbox"/> Behavioral Health</li> <li><input type="checkbox"/> Endocrinology</li> <li><input type="checkbox"/> Dermatology</li> <li><input type="checkbox"/> Nutrition</li> <li><input type="checkbox"/> Cardiology</li> </ul>	

	Please Provide Contact information for Organization Principals (If role is applicable)
Chief Executive Officer	Phone:
Executive Director	Phone
Chief Financial Officer	Phone: Email:
Chief Operating Officer	Phone Email
Medical Director	Phone Email
Dental Director	Phone Email
Billing Manager	Phone Email
EMR Project Manager	Phone Email
Site Specialist	Phone Email
Main Finance Contact (if different from CFO):	Phone Email

<p><b>1. What is your organization's designation?</b></p> <p><input type="checkbox"/> Federally Qualified Health Center  <input type="checkbox"/> Rural Health Clinic  <input type="checkbox"/> Federally Qualified Health Center Look-Alike  <input type="checkbox"/> Other: [Please specify grants here]</p>	<p><b>2. If you are an FQHC, please specify which grant(s)?</b></p> <p><input type="checkbox"/> 330(e) Community Health Center Program (CHC)  <input type="checkbox"/> 330(f) Infant Mortality Program  <input type="checkbox"/> 330(g) Migrant Health Center Program (MHC)  <input type="checkbox"/> 330(h) Health Care for the Homeless Program (HCH)  <input type="checkbox"/> 330(i) Public Housing Primary Care Program (PHPC)  <input type="checkbox"/> 330(j) Access Program (Non-English Speaking)  <input type="checkbox"/> 330(e) School-Based Health Center Program</p>	<p><b>3. Do you receive any of the following grants?</b></p> <p><input type="checkbox"/> Title X  <input type="checkbox"/> Ryan White  <input type="checkbox"/> ARRA</p>	<p><b>4. What other grants does your organization participate in?</b>          (Please submit copies of the grants, as it is critical to the successful implementation of your system.)</p> <p>[Enter text here]</p> <p><b>Please note any special requirements (objectives or measures) for these grants:</b></p> <p>[Enter text here]</p> <p><b>How do you currently report on these grants? (i.e. are you using claims data, clinical data, etc.)</b></p> <p>[Enter text here]</p>	<p><b>5. What software are you currently using for Front Desk registration (If applicable)</b></p> <p><b>What software are you using for Billing/Claims (If applicable)</b></p> <p><b>Front Desk:</b></p> <p><b>Billing/Claims:</b></p> <p>Does the software automatically post charges or does billing department manually enter?</p> <p>Please provide name and system version</p>
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<p>EMR: Is this a scan based EMR? Yes No</p> <p>Does this system currently interface with a billing system? Yes No</p> <p>Does this system interface with a registration system? Yes No</p>	<p>5. How long are you planning to maintain your old system?</p>
<p>6. Is your organization using any of the following health care delivery models?  <input type="checkbox"/> Primary Care Medical Home Model  <input type="checkbox"/> Open Access  <input type="checkbox"/> Other: [please specify]</p>	<p>7. Does your organization offer services outside of the clinic?</p>
<p>8. Is your organization on a cash or accrual basis for your accounting?  <input type="checkbox"/> Cash  <input type="checkbox"/> Accrual</p>	<p>9. Do you open access for scheduling patients? How far in advance do you schedule appointments?</p>
<p>10. When are your fees updated? How often do they change?</p>	<p>11. Are your workers unionized?</p>
<p>[Enter text here]</p>	<p>[Enter text here]</p>

Organizational Business Plan and Goals	
<p>1. Are there any plans for significant changes with the clinic in the next few years?                      e.g. growth, expansion, new providers or specialties, new affiliations</p> <p>[Enter text here]</p>	<p>2. What are your major goals for implementing Epic?                      e.g. quality improvement, patient safety, chart management, electronic prescription, improving revenue or operational management, regulatory compliance, etc.</p> <p>[Enter text here]</p>
<p>3. Is there any other information that you feel the OCHIN team should know to inform/optimize the implementation process?</p> <p>[Enter text here]</p>	<p>4. Are there any time constraints on the completion of your Epic rollout/ installation?</p> <p>[Enter text here]</p>

Pharmacy Services

- 2. Does your organization provide the following services:
  - 3. What is the name of the state agency that regulations prescriptions for your state?
    - 4. What is the URL for the state pharmacy regulatory agency?
      - 5. What are the printed prescription format requirements, for example:
        - a. Name, phone number and address of prescriber
        - b. DEA number
        - c. NDC number
        - d. State specific number(s) of any kind
        - e. State specific logo of any kind (Pantograph)
        - f. Separate signature lines for "Dispense as written" and another signature line for "Generic substitution allowed"
        - g. Quantity of medication
        - h. Name of medication
        - i. Age and/or date of birth of the patient
        - j. Name, address and phone number of the patient
        - k. Security features for the printed prescription
        - l. Signature date
        - m. Earliest fill date
        - n. Control number
        - o. Thermochromatic ink
        - p. Intended use or diagnosis
        - q. Pharmacy prescription number
        - r. Name of pharmacy

- Please select all that apply:
- Contracting with outside pharmacies: [Enter vendor here]
  - 340B program
  - Patient Assistance Programs through pharmaceutical companies
  - Dispensing of drugs
  - Dispensing of supplies

Who does the billing? [Enter text here]

How does your organization handle sliding fee scale patients? [Enter text here]

<b>Dental Services</b>	
8. Does your organization have the following dental services?	<input type="checkbox"/> Dental clinic <input type="checkbox"/> Dental van <input type="checkbox"/> Dental school based <input type="checkbox"/> Contract with dentist in the area
9. Are you using a different Dental System?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, do you need to bill out of Epic? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lab (All people, including lab company employees, will need to be signed up for lab training)</b>	
10. Who is the clinic lab contact?	[Enter text here]
This person knows clinic lab workflows and will provide all in-house and non-interfaced lab test information to OCHIN.	
11. Who is the main person working in the clinic lab?	[Enter text here]
Is this person a lab tech/phlebotomist? [Enter text here]	
Do they work for the lab company or for the clinic? [Enter text here]	
12. Who backfills the lab if the regular staff is not available?	[Enter text here]
13. Do you use an electronic laboratory system?	<input type="checkbox"/> Electronic <input type="checkbox"/> Hard copies <input type="checkbox"/> Fax <input type="checkbox"/> Other: [Please describe here]
Average number of laboratory orders per day?	[Enter text here]
14. Does your clinic do lab-only visits?	<input type="checkbox"/> Yes <input type="checkbox"/> No Are these available via walk-in lab testing, without an appointment, or is an appt required? (Apts are required in Epic) [Enter text here]

	<p>15. Thinking about how your practice receives lab reports, estimate what percentage is received by each of the following methods.</p>
[Enter text here]	<p>16. Which vendor(s) or hospital(s) does your organization order labs with?</p>
[Enter text here]	<p>17. INTERFACED LAB: Who is your main resulting agency? External interface = Order and result are sent electronically. Specimen is collected at your clinic.</p>
[Enter text here]	<p>18. Are all specimens collected at your clinic, or does the patient ever go to a draw station to give the specimen?</p>
[Enter text here] What are the conditions for having the specimen collected elsewhere?	<p>19. When you have to cancel an order to your resulting agency, and the order was already sent, what is the process for notifying the resulting agency? Canceled orders are NOT sent electronically to the resulting lab thru Epic.</p>
[Enter text here]	<p>20. Does your organization result lab tests within the clinic (point of care tests)? (attach examples of urinalysis result and any other printed results)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
[Enter text here]	<p>21. Other than point of care or back office, do you result labs in the clinic? Please explain your setup.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No [Enter text here]</p>
<b>X-Ray Services</b>	

<p>22. Does your organization do x-rays in house?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, which vendor or hospital performs your x-rays? [Enter text here]</p>	
<p><b>Other Services</b></p>	
<p>23. What other services does your organization offer?</p> <p>Please select all that apply:</p> <p><input type="checkbox"/> Field Services</p> <p><input type="checkbox"/> Physical Therapy</p> <p><input type="checkbox"/> Other: [Please specify here]</p> <p><input type="checkbox"/> Referrals</p> <p><input type="checkbox"/> Outreach. What Type? [Enter text here]</p> <p><input type="checkbox"/> Vision Services: DM Patients (specialty clinics)</p>	
<p>24. Does your organization work with any of the following programs:</p> <p><input type="checkbox"/> Vaccine for Children</p> <p><input type="checkbox"/> Vaccine for Adults</p> <p><input type="checkbox"/> 317 Grant</p> <p><input type="checkbox"/> Breast &amp; Cervical Cancer Program</p> <p><input type="checkbox"/> Family Planning Services</p> <p><input type="checkbox"/> Other: [Enter text here]</p>	

Sliding Scale	
1. Does your organization have more than one sliding fee scale? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: [Enter text here]	
2. Does your organization have more than one fee schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, for which programs? [Enter text here]	
3. Do your self-pay patients pay a minimum fee? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is it a different minimum fee for different family and income sizes and different services? [Please specify]	
4. Does your organization use a flat fee for any programs? [Enter text here]	
5. Is the minimum fee collected before or after the patient is seen? [Enter text here]	
Additional Billing Questions	
6. Does your organization currently use Internal Use Codes that translate into HIPAA compliant codes for billing? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please specify: [Enter text here]	

<p>8. Do you perform administrative write-offs?</p>	<p>[Enter text here]</p>
<p>7. Does your organization currently have a collections process?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, do you do the following:</p> <p><input type="checkbox"/> Send out collection letters          After how long? [Enter text here]</p> <p><input type="checkbox"/> Use an outside collection agency          After how long? [Enter text here]</p> <p><input type="checkbox"/> Write-off to bad debt          After how long? [Enter text here]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, when?          [Enter text here]</p>

Patient Population	
[Enter text here]	1. Estimated number of active patients?
[Enter text here]	2. Average number of patients per year?
[Enter text here]	3. Average number of visits per patient per year?
[Enter text here]	4. Average number of patients per day?
[Enter text here]	5. Average number of patient visits per day per provider?
[Enter text here]	6. Are there any unique characteristics about the patients seen in your clinic? e.g. large % of OB patients, X% are ESL patients, etc.

**Ancillary Services and Systems**

<p>1. On average, about how many calls each week do you or your staff make to the lab about lab reports?</p> <p><input type="checkbox"/> None  <input type="checkbox"/> 5 – 10  <input type="checkbox"/> Less than 5  <input type="checkbox"/> Greater than 10</p>	
<p>2. Do you use an electronic radiology system?  <input type="checkbox"/> Yes <input type="checkbox"/> No                  If yes, what system?                  [Enter text here]</p>	
<p>3. Average number of radiology orders per day?                  [Enter text here]</p>	
<p>4. Do you use an electronic pharmacy system?  <input type="checkbox"/> Yes <input type="checkbox"/> No                  If yes, what system?                  [Enter text here]</p>	
<p>5. Average number of new (non-refill) prescriptions per day?</p> <p><input type="checkbox"/> None  <input type="checkbox"/> Fewer than 10  <input type="checkbox"/> 10 – 19  <input type="checkbox"/> 20 – 29  <input type="checkbox"/> 30 – 39  <input type="checkbox"/> 40 – 49  <input type="checkbox"/> 50 – 59  <input type="checkbox"/> More than 59</p>	

<p>10. If you do not have an electronic billing system, what is your current method of billing and what is your average claims turnaround time from submission to payment?</p>	<p>[Enter text here]</p>
<p>9. Does your practice use an electronic registration, scheduling and/or billing system?</p>	<p>If yes, which systems? [Enter text here]  <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>8. What is your biggest challenge with pharmacy services? Laboratory services? Radiology services?</p>	<p>[Enter text here]</p>
<p>7. To what extent are any of the above order and/or results automated through an interface?</p>	<p>[Enter text here]</p>
<p>6. Average number of prescription refills and renewals per day?</p>	<p><input type="checkbox"/> None  <input type="checkbox"/> Fewer than 10  <input type="checkbox"/> 10 - 19  <input type="checkbox"/> 20 - 29  <input type="checkbox"/> 30 - 39  <input type="checkbox"/> 40 - 49  <input type="checkbox"/> 50 - 59  <input type="checkbox"/> More than 59</p>

Staff and Training	
<p>1. How many people do you anticipate training in the following roles?</p> <p><input type="checkbox"/> Front Office</p> <p><input type="checkbox"/> Reporting</p> <p><input type="checkbox"/> Billing Staff</p> <p><input type="checkbox"/> Physician Providers</p> <p><input type="checkbox"/> Mid-Levels</p> <p><input type="checkbox"/> Medical Assistants</p> <p><input type="checkbox"/> Students</p> <p><input type="checkbox"/> Residents</p> <p><input type="checkbox"/> Other: [Please specify roles here]</p>	<p>2. Do you have an appropriate space for a training room either at your clinic site or a space you can rent in your community?</p> <p>[Enter text here]</p>

**Reporting**

<p><b>1. What are your primary reporting needs?</b></p> <p>Please list the reports currently being utilized in the following areas:</p> <p><b>Financial (e.g. aged A/R, daily cash reports):</b> [Please enter name of reports here]</p> <p><b>Operational (e.g. Provider Productivity, patient counts, average visit time, referral tracking):</b> [Please enter name of reports here]</p> <p><b>Clinical (Diabetes, Asthma, BMI, hypertension BP, A1C):</b> [Please enter name of reports here]</p> <p><b>Grants (UDS, Federal, State, Local):</b> [Please enter name of reports here]</p> <p><b>Do you track educational materials such as nutrition, birth control, etc.?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No                  If yes, please list:                  [Please list the materials that you track here]</p>	
<p><b>2. Do you currently use any of these reporting tools?</b></p> <p><input type="checkbox"/> MS Access  <input type="checkbox"/> Excel  <input type="checkbox"/> PECS  <input type="checkbox"/> I2I  <input type="checkbox"/> Cockpit  <input type="checkbox"/> Custom Solution [Please describe here]  <input type="checkbox"/> Other: [Please describe here]</p>	
<p><b>3. How are the reports generated currently?</b></p> <p><input type="checkbox"/> Manually  <input type="checkbox"/> Mostly Manually, Partially Automated  <input type="checkbox"/> Mostly Automated, Partially Manually  <input type="checkbox"/> Fully Automated  <input type="checkbox"/> Other: [Please describe here]</p>	

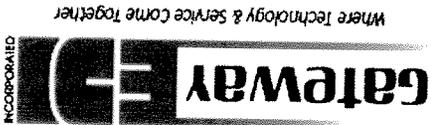
<p>4. Do you currently use spreadsheets for reporting, tracking, counting, tallying?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please describe: [Please describe here]</p>	<p>5. What registries is your organization reporting to?</p> <p>Please select all that apply:</p> <p><input type="checkbox"/> Immunization Program</p> <p><input type="checkbox"/> HIV</p> <p><input type="checkbox"/> Refugee Screenings</p> <p><input type="checkbox"/> Well Child Visits</p> <p><input type="checkbox"/> Others: [Please list registries here]</p> <p>[Enter text here]</p>	<p>6. What type of QI reporting is currently being done?</p> <p>[Enter text here]</p>	<p>7. What are the key clinical reports that your providers use to help them manage their practice? How are they currently generated?</p> <p>[Enter text here]</p>	<p>8. What reports would you like to see generated from the EHR?</p> <p>[Enter text here]</p>	<p>9. Do you currently participate in any collaborative or using any registries?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please list: [Enter text here]</p>	<p>10. Do you conduct any patient surveys?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, what types? [Enter text here]</p>	<p>11. Do you currently have staff assigned to report writing and development?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, do you have a plan to address reporting in the future? [Enter text here]</p>
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**Behavioral Health**

<p>1. Do you have a Behavioral Health Program within Primary Care?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please list the Clinicians Associated (MD, NP, PA, RN, MSW, LCSW, etc.):</p> <p>[Enter text here]</p>	
<p>2. Do you have Specialty Mental Health Programs?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, what specialties?</p> <p><input type="checkbox"/> Addictions  <input type="checkbox"/> Pediatric MH  <input type="checkbox"/> Adult MH  <input type="checkbox"/> Day Treatment  <input type="checkbox"/> Crisis  <input type="checkbox"/> Outpatient Services  <input type="checkbox"/> Intensive Outpatient Services  <input type="checkbox"/> Hospitalization  <input type="checkbox"/> Inpatient Services  <input type="checkbox"/> Court appointed treatment and visits  <input type="checkbox"/> Other: [Enter text here]</p> <p>Please list Clinicians Associated (Psychiatrist or other prescribers; Therapists or Case Managers – Bachelors, Masters, PhD; Peers, etc.)</p> <p>[Enter text here]</p>	
<p>3. Are Mental Health Clinicians employed by your clinic and/or are they contracted?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are they contracted?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, with which organization(s) do you contract Mental Health clinicians?</p> <p>[Enter text here]</p>	
<p>4. Does your clinic bill for all Mental Health Services provided?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If no, which services are not billed?</p> <p>[Enter text here]</p>	

## Clinic Information Form

Complete the four steps on this form. Complete one form for each clinic location and return to your OCHIN Project Manager. The information provided on this form **MUST** match what is on file with the payers.



<p><b>8. Mental Health Workflows to be considered?</b> Primary Care, Warm Hand off, outpatient services, Initial Assessment, Home Visits, integrated care (AOD and Behavioral Health, etc.)</p>	<p>[Enter text here]</p>
<p><b>7. Do you provide Mental Health Services off-site?</b> e.g. at schools or hospitals, in home, etc.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>6. Are there special programs or contracts to be considered for billing or workflow?</b> e.g. county, state</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>5. How does your clinic handle billing for Mental Health Services?</b> e.g. electronically or on paper? contractor bills and documents in EMR?</p>	<p>[Enter text here]</p>

Does your clinic submit claims of the following types?

**2) Claims Types**

_____	Group NPI Number
_____	Practice Tax ID
_____	City, State, Zip Code
_____	Street Address
_____	City, State, Zip Code
_____	Specialty/Taxonomy Code
_____	CLIA #

**1) Clinic Information**

_____	Practice Name
_____	Date Completed
_____	Contact Name
_____	Contact Phone Number
_____	Street Address
_____	City, State, Zip Code
_____	Street Address
_____	City, State, Zip Code
_____	Specialty/Taxonomy Code
_____	CLIA #

**Pay to Address**

_____	Service Area Number
_____	Completed By:
_____	Email Address
_____	Contact Fax Number

Insurance Company	Group Provider Number	Additional Info Needed	Alternate group NPI to be used for this payor
BCBS		What state?	
BCBS UB		What state?	
Medicaid		What state?	
Medicaid UB		What state?	
Medicare State _____		CA specify: Northern or Southern	
Medicare UB State _____		Specify NGS, Palmetto or Cahaba	
Tricare _____ Region		What region? North, South or West	
RR Medicare			
Cigna			

Complete the following payer list to be set up with the group provider numbers. Additional payers can be listed that you would like set up.

**3) Insurance Company Information:**

Specialty (ie. Medical, Dental, BH, etc):	Encounter rate:
Specialty:	Encounter rate:
Specialty:	Encounter rate:
Specialty:	Encounter rate:

**FQHC/RHC Clinics Only – Medicaid Encounter rates**

Professional \_\_\_\_\_ Institutional \_\_\_\_\_ Dental \_\_\_\_\_

