Chief Executive Officer
Louis Ward, MHA

Board of Directors
Beatriz Vasquez, PhD, President
Abe Hathaway, Vice President
Laura Beyer, Secretary
Allen Albaugh, Treasurer
Jeanne Utterback, Director

Mayers Memorial Hospital District

Board of Directors
Regular Meeting Agenda
October 28, 2020 at 1:00 pm

==Due to COVID-19 shelter in place orders and under the authority of the Governor's Executive Order N-29-20, this meeting will be conducted entirely by teleconference. No physical location will be available. Members of the public can attend and provide public comment via teleconference at the following link and number:==

Zoom Meeting: LINK
Zoom Call In Number: 1 669 900 9128, Meeting ID: 914 5436 4909

Mission Statement
Mayers Memorial Hospital District serves the Intermountain area, providing outstanding patient-centered healthcare to improve quality of life through dedicated, compassionate staff, and innovative technology.

In observance of the Americans with Disabilities Act, please notify us at 530-336-5511, ext 1264 at least 48 hours in advance of the meeting so that we may provide the agenda in alternative formats or make disability-related modifications and accommodations. The District will make every attempt to accommodate your request.

					Approx. Time Allotted
1	**CALL MEETING TO ORDER**				
2	**CALL FOR REQUEST FROM THE AUDIENCE - PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS**				
	Persons wishing to address the Board are requested to fill out a "Request Form" prior to the beginning of the meeting (forms are available from the Clerk of the Board, 43563 Highway 299 East, Fall River Mills, or in the Boardroom). If you have documents to present for the members of the Board of Directors to review, please provide a minimum of nine copies. When the President announces the public comment period, requestors will be called upon one-at-a time, please stand and give your name and comments. Each speaker is allocated five minutes to speak. Comments should be limited to matters within the jurisdiction of the Board. Pursuant to the Brown Act (Govt. Code section 54950 et seq.) action or Board discussion cannot be taken on open time matters other than to receive the comments and, if deemed necessary, to refer the subject matter to the appropriate department for follow-up and/or to schedule the matter on a subsequent Board Agenda.				
3	**APPROVAL OF MINUTES**				
	3.1	Regular Meeting – September 30, 2020	*Attachment A*	**Action Item**	2 min.
4	**DEPARTMENT/QUARTERLY REPORTS/RECOGNITIONS:**				
	4.1	Resolution 2020-17 – September Employee of the Month	*Attachment B*	**Action Item**	5 min.
	4.2	Director of Emergency Department & Ancillary Services	*Attachment C*	Report	2 min.
	4.3	Hospice – Quarterly Report	*Attachment D*	Report	2 min.
5	**BOARD COMMITTEES**				
	5.1	**Finance Committee**			
		5.1.1 Committee Meeting Report		Report	5 min.
		5.1.2 September 2020 Financial Review, AP, AR and Acceptance of Financials		**Action Item**	5 min.
		5.1.3 Burney Clinic Electronic Health Records: Recommendation from Finance Committee to full board for approval	*Attachment E*	**Action Item**	5 min.
	5.2	**Strategic Planning Committee**			
		5.2.1 No October Meeting. Next SP Meeting scheduled for November 10th at 1:00 pm		Report	5 min.
	5.3	**Quality Committee**			
		5.3.1 October 14th Meeting Report – DRAFT Minutes Attached	*Attachment F*	Report	5 min.

6	**OLD BUSINESS**			
	6.1	Board Assessment Survey: Due by November 2nd.		Information	5 min.
	6.2	Board By Laws Review: additions needed, changes in date and time of monthly Board Meetings.		Discussion	5 min.
7	**NEW BUSINESS**			
	7.1	Policy & Procedure Summary – Quarter Ending 9/30/2020	*Attachment G*	**Action Item**	5 min.
	7.2	Policy & Procedure Approval: 1. Charity Care Policy 2. HHS Poverty Guidelines – 75% MMH388 3. HHS Poverty Guidelines MMH389 4. Hours Reduction Policy 5. Lactation Accommodation 6. Temporary Pandemic Attendance Policy 7. Temporary Pandemic Staffing Policy	*Attachment H*	**Action Item**	5 min.
	7.3	Appointment of Ad Hoc Nomination Committee for 2021		**Chair Appointment**	5 min.
	7.4	Facility Master Plan Discussion		Discussion	10 min.
8	**ADMINISTRATIVE REPORTS**			
	8.1	ED of Community Relations & Business Development – Val Lakey	*Attachment I*	Report	5 min.
	8.2	Chief's Reports – *Written reports provided. Questions pertaining to written report and verbal report of any new items*	*Attachment J*	Reports	
		8.1.1 CFO – Travis Lakey		Report	5 min.
		8.1.2 CCO – Keith Earnest		Report	5 min.
		8.1.3 CNO – Candy Vculek		Report	5 min.
		8.1.4 COO – Ryan Harris		Report	5 min.
		8.1.5 CEO – Louis Ward		Report	5 min.
	8.3	Construction Change Orders – None			
9	**OTHER INFORMATION/ANNOUNCEMENTS**			
	9.1	Board Member Message			
10	**ANNOUNCEMENT OF CLOSED SESSION**			
	10.1	**Medical Staff Credentials Government Code 54962**			

AHP Appointment
1. Lewis Furber, JR, FNP

Medical Staff Reappointment
1. David Panossian, MD – Pulmonary Care
2. Julia Mooney, MD – Pathology
3. Stephen McKenzie, MD – Family Medicine

Medical Staff Appointment
1. Kelly Kynaston, DO – Infectious Disease
2. Mietsy Woodburn, MD – Neurology
3. Stephen Hofkin, MD – Radiology
4. Don Chin, MD - Radiology

11	**RECONVENE OPEN SESSION** – Report Closed Session Action	Information
12	ADJOURNMENT: Next Regular Meeting – December 2nd, 2020	

Posted 10/23/2020

Mayers Memorial Hospital District

Board of Directors
Beatriz Vasquez, PhD, President
Abe Hathaway, Vice President
Laura Beyer, Secretary
Allen Albaugh, Treasurer
Jeanne Utterback, Director

Board of Directors
Regular Meeting
Minutes
September 30, 2020 – 1:00 pm
Teleconference Call – FULLY Remote

These minutes are not intended to be a verbatim transcription of the proceedings and discussions associated with the business of the board's agenda; rather, what follows is a summary of the order of business and general nature of testimony, deliberations and action taken.

1	**CALL MEETING TO ORDER:** Beatriz Vasquez called the regular meeting to order at 1:01 pm on the above date.		

	BOARD MEMBERS PRESENT:	**STAFF PRESENT:**
	Beatriz Vasquez, President	Louis Ward, CEO
	Laura Beyer, Secretary	Travis Lakey, CFO
	Jeanne Utterback	Ryan Harris, COO
		Keith Earnest, CCO
	ABSENT:	Candy Vculek, CNO
	Allen Albaugh, Treasurer	Theresa Overton, DON Acute
		Val Lakey, Executive Director of Community Relations & Business Development
		Jessica DeCoito, Board Clerk

2	**CALL FOR REQUEST FROM THE AUDIENCE - PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS: NONE**		
3	**APPROVAL OF MINUTES**		
	3.1 A motion/second carried; Board of Directors accepted the minutes of August 26, 2020.	***Utterback, Beyer***	***Beyer – Y*** ***Hathaway - Y*** ***Utterback – Y*** ***Vasquez - Y***
4	**DEPARTMENT/OPERATIONS REPORTS/RECOGNITIONS: WRITTEN REPORTS SUBMITTED**		
	4.1 A motion/second carried; James Newton was recognized as August Employee of the Month. Resolution 2020-15	***Utterback, Beyer***	***Beyer – Y*** ***Hathaway – Y*** ***Utterback – Y*** ***Vasquez - Y***
	4.2 **Director of Nursing - Acute**: Very exciting to have our own employees and not needing to use Registry staff is a huge accomplishment. Our team is picking up extra shifts and working extra hours, and we are very thankful for the great team we have on the floor.		
	4.3 **Director of Quality:** Very thorough report. Prime metrics have been completed and turned in – all metrics have been met.		
5	**BOARD COMMITTEES**		
	5.1 **Finance Committee**		
	5.1.1 **Committee Meeting Report:** Discussion about CARES Acts occurred – still many unknowns.		
	5.1.2 **August 2020 Financials**: reviewed the financials, AP & AR. Motion to approve the financials was moved, seconded and approved.	***Hathaway, Utterback***	***Beyer – Y*** ***Hathaway – Y*** ***Utterback – Y*** ***Vasquez - Y***
	5.1.3 **401 K Investment Manager Change – Resolution 2020-16**: Recommendation from MMHD Staff to move our manager duties to Raymond James, which will a provide a much more effective investment process for the staff of MMHD. This will preserve the 3% fixed account, profiles will be mapped and risks will stay the same. Reduces liability, reduces cost and increases the oversight on the plan.	***Utterback, Hathaway***	***Beyer – Y*** ***Hathaway – Y*** ***Utterback – Y*** ***Vasquez - Y***

		Recommendation from Finance Committee is to approve the transition. Motion to approve the transition was moved, seconded and approved.		
	5.2	**Strategic Planning Committee Member Vasquez**		
		5.2.1 **Committee Meeting Report:** lots of conversations will take place regarding the Facility Master Plans. Discussion took place with options that are being researched and discussed. Continue to bring the conversation up to continue exploring every avenue and option. COO to report at next Board Meeting with more details. An education campaign is planned for January with regards to the 1953 Building Demo Project.		
	5.3	**Quality Committee Chair Beyer**		
		5.3.1 **Committee Meeting Report**: no additional comments or questions.		
6	**NEW BUSINESS**			
	6.1	**Policy & Procedure Approval:** 1. Sanitizing Barrier Isolator during COVID-19	*Utterback, Hathaway*	*Beyer – Y* *Hathaway –Y* *Utterback –Y* *Vasquez - Y*
	6.2	**Board By Laws Review Process:** recommendation to send off to outside organization for review and update on any special district laws. Return back with update for second reading at October Regular Board meeting with ideas for meeting dates and times.		
	6.3	**Board Assessment Process:** Recommended from Strategic Planning Committee to proceed with process as used in 2019. Motion to approve the process for the 2020 Board Assessment mirror the 2019 Board Assessment Process, was moved seconded and approved.	*Beyer, Hathaway*	*Beyer – Y* *Hathaway –Y* *Utterback –Y* *Vasquez - Y*
7	**ADMINISTRATIVE REPORTS**			
	7.1	**ED of Community Relations and Business Development:** AB 890 was signed by Governor Newsom. Anxiously waiting to see what happens with the PPE bill.		
	7.2	**Chief's Reports: written reports submitted.**		
		8.2.1 **CFO:** Retail Pharmacy update on prescriptions. Audit started out virtual and off campus. CARES Act funds still have a lot of unknowns.		
		8.2.2 **CCO:** Flu shots start October 1st at the Retail Pharmacy – we are very excited to start this NEW service. Finding solutions for Spanish speaking translation issues as they arise in both PT and Telemedicine, and the translation service has been very helpful.		
		8.2.3 **CNO**: Staffing: challenge with CNAs and working through it. Our first class has graduated and we will get 4 CNAs on the team. Next class has 6 students and we hope to gain those students after their classes end. New positions have been added for both facilities. And some staffing changes have occurred to help at NOC shift. Clear guidelines for visitation with SNF residents and family members. Those interested in visitation with SNF residents should contact MMHD Social Services team for more information.		
		8.2.4 **COO:** Clinic project: finish the rough work and start closing up with drywall work. And then move into finishes. Demo Project review has occurred and meeting to discuss review is scheduled. Helipad plan is still in progress – just waiting on PG&E to remove the poles. Daycare project is underway with working on conditions set by county.		
		8.2.5 **CEO:** a huge increase in positive COVID cases in just 6 days. Employee Meetings helped identify morale issues and keeping team members in good spirits. Discussion about outpatient testing taking place – working on a robust plan. Working through daycare and school guidelines for MMHD Employee families, so that we continue our workflow and provide what our employees need for their families. MMHD has the resources to do testing but putting plans in place is our priority. Very productive discussion with Senator Bryan Dahle and Assembly member Megan Dahle. Thank you to the entire SNF team for working on getting visitation plans put into place for our residents and their families.		
	8.3	**Construction Change Orders**: none		
9	**OTHER INFORMATION/ANNOUNCEMENTS:**			
		LAFCO – just information since the timing of the notification fell between board meetings.		

	BOARD MEMBER MESSAGE: working with Jessica and Val will be Laura. Signing of AB 890, noting that we are working on our Audit, working with the ever changing COVID environment, Clinic update and SNF visitation highlights. Laura to draft and send over to Val and Beatriz for review.		
	ACHD Meeting: virtual set up worked so well for the entire conference. In attendance were Directors Vasquez and Beyer, CEO Louis Ward and Executive Director of Community Relations and Business Development Val Lakey.		
10	**ANNOUNCEMENT OF CLOSED SESSION** – 3:45 pm		
10.1	**Government Section Code 54962: Medical Staff Credentials** **List of Credentials:** 1. Joshua Albrektson, MD 2. Michael Allen, MD 3. Dennis Atkinson, MD 4. Steven Cohen, MD 5. Deborah Conway, MD 6. Theresa DeMarco, MD 7. Andre Duerinckx, MD 8. Scott Kerns, MD 9. Nancy Ho-Laumann, MD 10. Marwah Helmy, MD 11. Megan Hellfeld, MD 12. Robert Hansen, MD 13. Robert Filippone, DO 14. Jerome Klein, MD 15. Ernest Kinchen, MD 16. Jennifer Kim, MD 17. Shwan Kim, MD 18. Kingsley Orraca-Tetteh, MD 19. Sergey Shkurovich, MD 20. Brock McDaniel, MD 21. Eric Kraemer, MD 22. Kedar Kulkarni, MD 23. Stephanie Runyan, DO 24. Mark Reckson, MD 25. Farhad Sani, MD 26. Albert Ybasco, MD 27. Mohammad Rajebi, MD 28. Shaden Mohammad, MD 29. Stephen Oljeski, MD 30. Nanci Mercer, MD 31. Stephen Fox, MD 32. David Bissig, MD 33. Ivy Ngyuen, MD		
11	**RECONVENE OPEN SESSION: 3:55 pm**		
	A motion/second carried; acceptance of all credentials.	*Beyer, Utterback*	*All Approved*
12	**ADJOURNMENT: 3:55 pm**		
	Next Regular Meeting: October 28, 2020		

I, _____, Board of Directors _____, certify that the above is a true and correct transcript from the minutes of the regular meeting of the Board of Directors of Mayers Memorial Hospital District

_____   _____

Board Member   Board Clerk

RESOLUTION NO. 2020-17

A RESOLUTION OF THE BOARD OF TRUSTEES
OF MAYERS MEMORIAL HOSPITAL DISTRICT RECOGNIZING

Shelby Vaughn

As September 2020 EMPLOYEE OF THE MONTH

WHEREAS, the Board of Trustees has adopted the MMHD Employee Recognition Program to identify exceptional employees who deserve to be recognized and honored for their contribution to MMHD; and

WHEREAS, such recognition is given to the employee meeting the criteria of the program, namely exceptional customer service, professionalism, high ethical standards, initiative, innovation, teamwork, productivity, and service as a role model for other employees; and

WHEREAS, the MMHD Employee Recognition Committee has considered all nominations for the MMHD Employee Recognition Program;

NOW, THEREFORE, BE IT RESOLVED that, Shelby Vaughn is hereby named Mayers Memorial Hospital District Employee of the Month for September 2020; and

DULY PASSED AND ADOPTED this 28th day of October 2020 by the Board of Trustees of Mayers Memorial Hospital District by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Beatriz Vasquez, President
Board of Trustees, Mayers Memorial Hospital District

ATTEST:

_____
Jessica DeCoito
Clerk of the Board of Directors

Emergency Department

The staff are excited to share their new department with the community and hope the community is as excited. What a year of challenges! 2020 and Covid 19 created a need to significantly alter daily operations to provide for patient and staff safety. As information on the pandemic changed rapidly, so did the need to be adaptable by the staff and community.

Financial/Volume

In fiscal year July 1, 2019 to June 30, 2020, the number of patients treated in the Emergency Department was 3,862 which represented a 5.4% decrease. This was the "Covid Effect" as census was month over month greater than FY19 for 6 of the 8 months prior to March of 2020 when the pandemic struck the country in full force. While the global acuity of patients was higher, many of the less sick patients stayed home. The total number of patients that arrived to the Emergency Department by ambulance was 463, which is stable from the year prior. The combined number of patients who "Left without Being Seen" and "Against Medical Advice" was 53, down from 79. This number is predicted to be lower moving forward as the new wing Emergency Department has more beds to allow for faster rooming of patients for treatment. The Emergency Department was the source of 277 admissions to the Acute Care Department representing a 7% decrease. There were 175 patients transferred from the Emergency Department who required treatment at facilities able to provide a higher level of care that represents a 19% increase. This is expected given the higher level of acuity seen.

With full implementation of the VersaBadge system, reimbursement for physician standby improved by 20% for an estimated $75k additional capture. Utilization of registry staff in the Emergency Department is down from FY 19 providing for additional savings.

Accomplishments

- Revising systems and practices for the smooth transition to the new Emergency Department

- The dedication of the Emergency Department staff to meet the very frequently changing needs to address the Covid pandemic

- With the purchase of a training mannequin, the development and implementation of mock code blue training to improve response to critical changes in patient condition. This is ongoing as the level of experience with critical patients is low for admitted patients

- Improved utilization of clinical charting software allowing for faster order entry for physicians

- Development of Sepsis protocol. Full implementation pending

- With the new Emergency Department came significant amounts of brand new equipment including cardiac monitors

Challenges

- Organizing and carrying out annual education and standardized competencies for department staff. While this remains an ongoing challenge – great improvements occurred this year with utilization of the Relias Learning System for development and tracking of education and competencies

- Frequent adapting to the evolving Covid pandemic as the Emergency Department is the "front line" for services

- A near constant shortage of supplies as Covid disrupted the worldwide market

Goals

- Develop and implement standardized competencies for all Emergency Department personnel and procedures – this is an ongoing process

- Fully implement use of the Level 1 infuser for critical patient volume therapy

- Develop a capital expenditure plan to account for and predict future equipment replacement/needs

Respectfully Submitted By: JD Phipps, RN, BSN, MS, Director of Emergency and Ancillary Services

Hospice Quarterly Report
FY21 Q1

Referrals
The number of patients admitted has recently increased. Mary has been promoting hospice service to our new clinic physician/hospitalist, Dr. Sabarido and Jody Crabtree, PA. Hospice philosophy and services was explained in detail as well as how to contact hospice staff. They voiced appreciation of learning of our service and did make referrals. To keep referrals coming our way, we are developing a referral form to be used by providers in hospital as well as the clinics.

Webpage
Hospice has been building a webpage that will launch a webpage in early November. The webpage provides resources to patients, families, and volunteers. The page links to information on other sites, to the hospital main page, and to the foundation page for fundraising and volunteer enrollment. Other hospice agencies find that referrals and community/volunteer engagement increase with a webpage launch.

Quality Committee
Hospice quality committee meets at least quarterly and is in the process of developing a quality and statistical dashboard. Charts are audited to ensure correct documentation and results are reported to the committee for quality improvement.

Patient Rights and Responsibilities
Policies and patient information on Rights and Responsibilities are being revised to meet updated standards.

Symptom Relief Kit
Hospice patients are provided with a medication kit, usually at admit, that contains medications they may need for symptom control. The contents of the kit have been revised for ease of use for patients and caregivers. The change in the kit results in a cost savings of approx. $20 per kit.
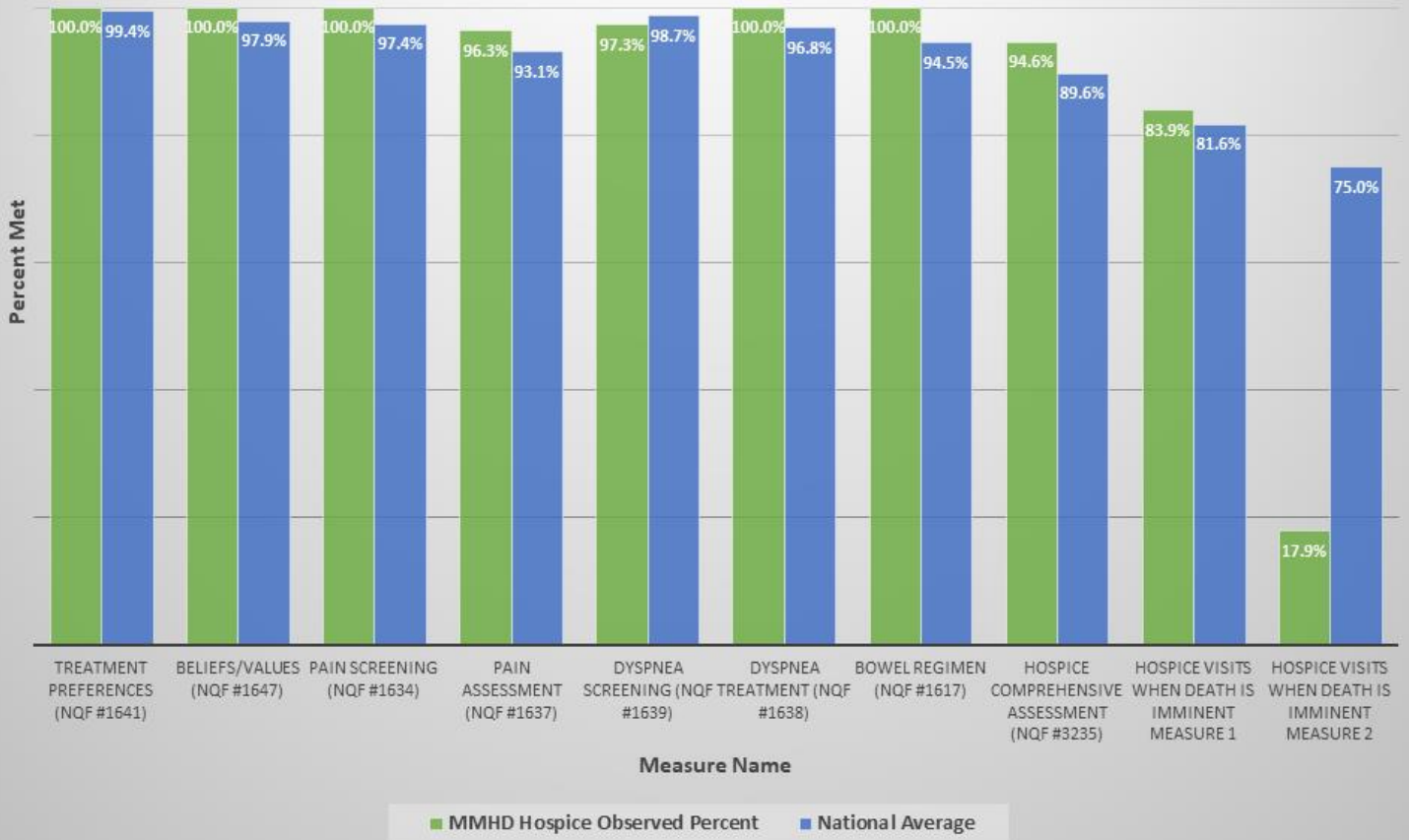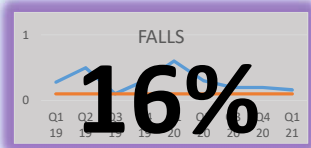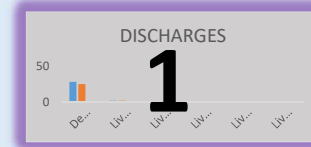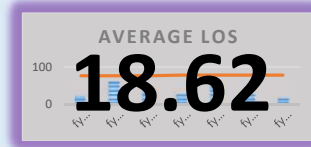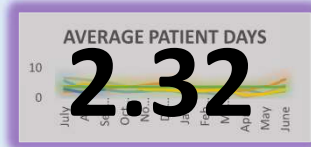
COVID-19
Due to recent increases of cases in our community, hospice staff wears N95 masks when interacting with patients/families in their home or in the SNF facility. To maintain social distancing Hospice Interdisciplinary Team meets via Zoom. COVID has prevented staff from being able to attend educational conferences. CHAPCA provides updated information and online presentations so staff can keep abreast of trends and regulatory changes. We have ordered IPADs for social work and spiritual care providers to do virtual visits. IT is configuring them and should be in use by the first week in November.

Quality Benchmarking

The following graph shows how Mayers Intermountain Hospice compares to other hospices nationally. We have a low score in Patient Visits at Time of Death—Measure 2. This is being investigated to see if this score reflects actual performance or a reporting error. Either way, changes will be made to improve this score.
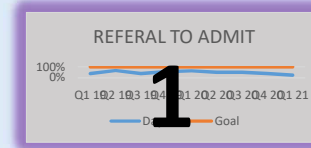
CASPER Report

Chart showing "Percent Met" (y-axis) by "Measure Name" (x-axis), comparing MMHD Hospice Observed Percent (green) and National Average (blue).

Measure Name	MMHD Hospice Observed Percent	National Average
TREATMENT PREFERENCES (NQF #1641)	100.0%	99.4%
BELIEFS/VALUES (NQF #1647)	100.0%	97.9%
PAIN SCREENING (NQF #1634)	100.0%	97.4%
PAIN ASSESSMENT (NQF #1637)	96.3%	93.1%
DYSPNEA SCREENING (NQF #1639)	97.3%	98.7%
DYSPNEA TREATMENT (NQF #1638)	100.0%	96.8%
BOWEL REGIMEN (NQF #1617)	100.0%	94.5%
HOSPICE COMPREHENSIVE ASSESSMENT (NQF #3235)	94.6%	89.6%
HOSPICE VISITS WHEN DEATH IS IMMINENT MEASURE 1	83.9%	81.6%
HOSPICE VISITS WHEN DEATH IS IMMINENT MEASURE 2	17.9%	75.0%

HOSPICE QUALITY DASHBOARD

ADMISSIONS
6

AVERAGE PATIENT DAYS
2.32

Target Patient Days - 3.4

AVERAGE LOS
18.62

Target LOS - 79

DISCHARGES
1

FALLS
16%

Target < 10%

REFERAL TO ADMIT
1

Target < 3 days

TARGETED FROM CASPER

PAIN
72%

DYSPNEA
16%

EOL VISITS
80%

BOWL CARE
100%
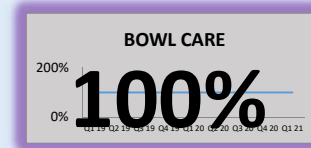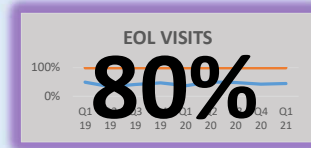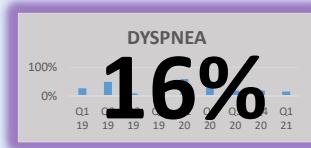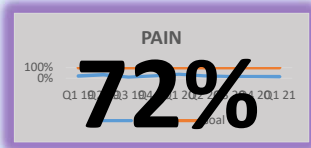
OCHIN Pricing Summary with Budget Considerations

Description	Implementation (one-Time)	Maintenance (Annual)	Notes
System Hosting	Included	Included	
Build, Implementation, Training and Support	Included	Included	included support for a new install
Epic Visit Licenses (PM, EMR, EDR)	$ 57,500	$ 42,800	
Optional Epic Modules	$ -	$ -	Willow (Pharmacy) and/or Advanced Scheduling
Epic Access Licenses	$ 24,300	$ -	No maintenance just install cost
Specialty Navigators	$ -	$ -	Most specialty navigators are included for no additional cost
One Time Contribution	$ 2,500	$ -	One time contribution in recognition of OCHIN capital investment
Document Management Solution Licenses	$ 6,364	$ 1,515	
MiPACS Licenses (Dental Imaging)	$ -	$ -	Dental ONLY at this time
Trizetto	$ 200	$ 3,512	Clearinghouse
Interfaces	$ 12,000	$ 7,440	Each interface scoped separately.
Patient Record Access for Non-Epic Provicers (OCHINLINK)	$ -	$ -	
Data Conversion	$ -	$ -	OCHIN will fully scope this for your organization. This could increase and is only a place holder
Data/Reporting	$ 2,930	$ 1,968	
OCHIN Billing Services	$ -	$ -	5.5% of revenue received and .5% additional for coding support This is a Maintenance cost only. This is optional but recommended. OCHIN will review with your organization
Prescription Drug Monitoring Solutions	$0	$1,200	EPCS, PDMP
Electronic Faxing, Scanning and Indexing Solutions	$10,000	$0	Rightfax and SmartFiler
Patient Engagement	$31,500	$5,800	MyChart, Credit Card Integration, Patient Messaging, Patient Tablets
Patient Visit Tools to Reduce Manual Entry	$5,000	$1,200	Integrated Devices (EKG, SPIRO, VITALS) and Dragon Voice Dictation
Virtual Care	$2,000	$0	Zoom, e-consult
Implementation support and workflow packages	$0	$0	Additional support at cost. First week go-live support included
Other Professional Services	$0	$0	scoped as needed
Custom Build	$0	$0	scoped as needed
Travel Expenses (reimbursed at cost)	$0	$0	OCHIN Staff Travel billed at actual - This is an estimate only. OCHIN can provide a detailed estimate. No travel is expected, all training and support to be provided remotely.
Reserve budget	$ -		10% of total expected implementation costs. OCHIN recommends this to all of our customers to plan ahead for any unforeseen costs. For your budget only.
Grand Total Net to OCHIN	$ 154,294	$ 65,436	
Additional Costs not Paid to OCHIN	$ -	$ -	includes hardware, networking connectivity
Total Cost (Net to OCHIN + Additional)	$ 154,294	$ 65,436	

OCHIN Implementation Costs for Mayers Memorial Hospital District

This is confidential information intended for the recipient only

Required or Optional	SOW # if applicable	Epic Visits and Licenses	Cost	Units		Total	
		Epic Visits	Per Visit	Visits			
							Standard Epic modules include practice management and electronic medical record functionality. OCHIN Epic build also includes behavioral health, specialty navigators, population health and reporting tools, health maintenance and best practice alerts, social determinant of health, SOGI, and other build and tools. See tab for list of modules and included tools.
		Practice Management (PM)	$ 2.75	10,000	$	27,500.00	Standard price is $4. We will reduce to $3 for your initial install
		Electronic Medical Record (EMR)	$ 3.00	10,000	$	30,000.00	Standard price is $4. We will reduce to $3 for your initial install
		Electronic Dental Record (EDR)	$ 3.00	-	$	-	
Required	N/A	Epic Visit SubTotal			$	57,500.00	
		Epic Access Licenses					Required licenses - bridge between end user and Epic Hyperspace. License needs determined by formulas based on # of visits.
		Practice Management (PM)	$ 1,350	12	$	16,200.00	
		Electronic Medical Record (EMR)	$ 1,350	6	$	8,100.00	
		Electronic Dental Record (EDR)	$ 1,350	-	$	-	
		Epic Access License SubTotal		18	$	24,300.00	
		Optional Epic Modules					
Optional	SOW #XXX	Willow - Pharmacy solution including Inventory Management <insert in third party solutions>	$ 3.00	-	$	-	
Optional	SOW #XXX	Advanced Scheduling: Centralized call center scheduling solution	$ 0.75	-	$	-	Supports centralized call center scheduling across your entire organziation, as well as slot utilization reporting.
		Specialty Navigators					
		The following Speciality Naviagators are included at no additional cost - member will need to confirm at New Member Set Up which naviagors to build.					
Included	N/A	<insert in>	Free			Free	
Optional	SOW #XXX	The following Specialty Navigators are available to be built at an additional cost: <insert in>	$ -		$	-	
		One Time Contribution					
Required	N/A	Recognition of OCHIN Capital Investment	$2,500	1		$2,500	
		Product or Service	**Cost**	**Units**		**Total**	**Notes**
		Document Management Solutions					

		Item	Price	Qty	Total	Notes
Required	N/A	High Capacity Scanning License (includes 1 index license)	$2,440	1	$2,440	Back office scanning (i.e. medical records)
		Additional Indexing station license (1 needed per additional indexing station)	$ 711	0	$ -	OCHIN can explore this need with you and explain to determine need
		Front Desk Integrated Scanning License - (1 per Seat)	$ 1,500	2	$ 3,000	Front desk scanning is highly recommended and each station/desk for patient registration will need a scanner. This is an estimated number. Will need to be scoped.
		Concurrent viewing licenses (about 6 users per 25,000 visits)	$ 462	2	$ 924	Assume no more than 6 charting at same time - per 25K visits
Required if contracting for Wisdom Dental	SOW # XXXX	MiPACS License Pack (Dental Imaging) - for use with Wisdom only				MiPacs is currently for dental imaging only with Wisdom. The licenses allow you to capture and view dental images.
		Tier 1 (1-5 Workstations)	$ 5,200	0	$0	
		Tier 2 (6-9 Workstations	$ 8,500	0	$0	
		Tier 3 (10-19 Workstations)	$ 11,250	0	$0	
		Tier 4 (20-35 Workstations)	$ 13,500	0	$0	
		MiPACS Onsite Support	$ -	0	$0	2 days of Virtual Support by Medicore included at $0.00 if MiPACS needed.
		Trizetto				
Required	N/A	Clearinghouse/Trizetto set up (1 per billable provider as a setup fee)	$ 25.00	8	$ 200	This is $50 after initial install
		Lab Interfaces - Quest or Labcorp Included (One free and minimum of one certified lab interface required)				Quest OR Labcorp included at no-cost
Required	SOW # XXX	Quest	$0	0	$ -	
Optional	SOW # XXX	Labcorp	$0	1	$ -	
		Other Interfaces - ***Scoping required				OCHIN to scope all Lab interfaces needed by your organization.
Optional	SOW # XXX	Other Interfaces:				
		In house lab	$6,000	1	$ 6,000	
		Ombra - PACS (ORU/ORM)	$6,000	1	$ 6,000	
		Interoperability				
Included	N/A	Care Everywhere (NOTE: All contracted Epic users have CE)	Free		Free	Access to patient data across instances of Epic
Included	N/A	CareEquality (National Framework)	Free		Free	All members are connected to the national framework
Included	N/A	Electronic Case Reporting (eCR)	Free		Free	Automated generation and transmission of case reports from the EHR to public health agencies for review and action.
		HIE - sac valley medshare	$0	0	$ -	No Cost to Connect to HIE
Required	N/A	State Immunization Interface (Required)	$0	1	$0	No install cost - see maintenance tab
Optional	SOW # XXX	CERM	$0	0		no cost - closed loop referrals
		Patient Record Access for Non-Epic Providers				
Optional	SOW # XXX	OCHINLink ***No implementation fee, maintenance fee only	$0	0	$0	Optional Functionality - This allows for non-Epic hospitals and clinic providers to have read only access to your patient records. Cost is $500/month. No limit to number of hospitals or clinics you can connect with.
		Data Conversion and Archiving***Scoping Required				Estimate, scoping required for data conversion - see DC tab for additional details
Optional	SOW #XXX	Data Conversion	$0	0	$0	tiered pricing based on visit volume
Optional	SOW #XXX	HeF (data archiving)	$0	0	$0	Quote to be obtained. OCHIN will build URL link from patient record to data archive
Optional	SOW #XXX	Med Script Reconciliation	$7,500	0	$0	autmoated reconcilliation instead of standard manual practice
Optional	SOW #XXX	Med Script Reconciliation	$0.25	0	$0	autmoated reconcilliation instead of standard manual practice
		Data and Reporting				
Included	N/A	Population Health and Reporting Tools: OCHIN provides Healthy Planet, Clarity Reports, Pulse, Signal and other reporting tools free of additional charge)	Free		Free	
Optional	SOW #XXX	Tableau	$0	0	$0	See maintenance tab

Included	N/A	UDS Reporting (if applicable)		Free		Free	
Optional	N/A	Clarity Reporting Licenses (Designer)	$	805	2	$1,610	Report Writers - OCHIN provides training. Named licenses These licenses may vary depending on how many reporting staff you have. OCHIN will help you determine
		Clarity Reporting Licenses (Scheduler)	$	575	0	$0	
Optional	SOW #XXX	340b		$1,320	1	$1,320	340B can be pulled Daily, weekly or monthly see Maintenance for costs
Optional	SOW #XXX	Data Extract		$8,800	0	$0	Data can be sent to location or vendor of choice
Optinoal	SOW #XXX	Data Replication		$1,900	0	$0	Data replication file can be sent daily, weekly or monthly

Networking

Required	N/A	Networking/Connectivity- Billed at actual		$0	0	$0	OCHIN will send your organization a form to fill out for a quote. Move to OCHIN MPLS - ship router, monitor from NOC 24/7; manage FCC subsidy funding application process.

Billing Services

Optional	SOW#XXX	OCHIN Billing Services (OBS) - NO INSTALL COST	% revenue received	0	0	5.5% of revenue received and .5% additional for coding support This is a Maintenance cost only. This is optional but recommended. OCHIN will review with your organization

Prescription Drug Management Solutions

Required	SOW #XXX	ELECTRONIC PRESCRIBING OF CONTROLLED SUBSTANCES	$0	0	$0	We are changing vendors and will provide updates shortly on this. Pricing to be confirmed
Optional	Included in above SOW		$0	0	$0	
Optional	SOW #XXX	PDMP (prescription drug management program): Contracted thru Appriss	$0	1	$0	No Install Cost

Electronic Faxing, Scanning and Indexing Solutions

Required	SOW #XXX	RightFax - Integrated faxing in Epic	$	10,000	1 $	10,000	Highly recommended. Allows for faxing directly in/out of Epic.
Optional	SOW #XXX	SmartFiler (Disc)		$12,000	0	$0	Automated indexing of scanned and/or faxed documents that need to be filed in the Epic chart

Patient Engagement

Required	SOW #XXX	MyChart Patient Portal set up & custom home web page	$15,000	1	$15,000	MyChart must be implemented with your OCHIN Epic install. All patients are opted in.; OCHIN will work with you to brand and personalize MyChart for your organziation.
Required	SOW #XXX	Credit Card Integration (Sphere)	$2,500	1	$2,500	Hardware purchased from Sphere - $2,500 is for integration. We can provide hardware pricing from Sphere
Optional	SOW #XXX	Well Health	$9,500	1	$9,500	
Optional	SOW #XXX	Televox	$990	0	$0	
Optional	SOW #XXX	CareMessage	$15,000	0	$0	
Optional	SOW #XXX	Welcome (Tablets)	$4,500	1	$4,500	Fee includes standard package. Does not include tablet hardware which purchased by the member from their vendor of choice.
3 Included		Electronic Consent Forms (E-Signature) - (first three included with install)	$170	0	$0	$170/e-Consent; 3 is average; offer template; Compliance workgroup with library available P&Ps, forms, templates
		UniteUs Social Services Resource Locator	$0	0	$0	Integrated Social Service Locator - no install cost, maintenance only

Patient Visit Tools to Reduce Manual Entry

Optional	SOW #XXX	Integrated Devices MidMark EKG - Device Virtual Channel MidMark SPIRO - Device Virtual Channel MidMark VITALS	$2,750	0	$0	One Time Setup fee, can set up as many devices as desired for no additional cost. Works with Welch Allyn; Could look at doing midmark EKG for locations where we have it. How many EKGs do we have in place? What about Spiro? We can only support vitals integration of WA devices. There are bundles that include hardware available as well if interested.
Optional	SOW #XXX	Hillrom VITALS	$2,750	0	$0	
Optional	SOW #XXX	Imprivata Single Sign-On				NEED TO CONFIRM PRICING AND STATEMENT OF WORK
Optinal	SOW #XXX	Dragon - voice dictation - transfer	$5,000	1	$5,000	Optional Functionality but highly recommended for providers - $5,000 includes training - hosted by OCHIN and Nuance Up to 12 providers flat fee; see maint tab.

		Virtual Care, e-Visits, e-Consult				
Optional	SOW #XXX	Zoom - MyChart Virtual Visits	$2,000	1	$2,000	provider logs into Epic from clinic, patient logs in from wherever they are using MyChart
optional	SOW #XXX	stratus interpreting	$0	0		to be used with Zoom - no install fee, see maintenance tab
Optional	SOW #XXX	e-Consult	$0	0	$0	OCHIN contracts with Rubicon and SNC currently.
Optional	SOW #XXX	Other telehealth needs ** to be scoped**	$0	0	$0	
		Mobile Access:				
Included	N/A	Haiku (Mobile App)	$0	0	$0	No Cost - included
Included	N/A	Canto (iPad App)	$0	0	$0	No Cost- Included
		Implementation: Technical Walk Through, Project Management, Build, Training, Workflow Engineering, Go Live Support				
Included	N/A	OCHIN assigned project manager (member will need to obtain a project manager to work with OCHIN project manager at member expense)	Free		Free	
Included	N/A	Build Activity: New Member Set Up - OCHIN will schedule staff to spend time with member to obtain details needed to customize the build. This is done remotely.	Free		Free	
Included	N/A	PRE- CONTRACT: Technical Walk Through: OCHIN will provide remotely a day of technical walk, discussion regarding data, security, hardware.	Free		Free	
Included	N/A	Standard Go Live Support - up to 3 weeks virtual support	Free		Free	see contract for details
Optional	SOW #XXX	Additional Go Live Support	$0	0	$0	to be scoped based on need
Included	N/A	Standard Offering: Workflow Engineering and Workflow Training	$0	1	$0	No Cost - included. Workflow Engineer participation during New Member Setup
						Receipt of the comprehensive OCHIN Recommended Workflow Cookbook
						Delivery of written Workflow Recommendation Report detailing workflow success factors specific to your organization
						Includes development and training for speciality workflows as needed
Included	SOW #XXX	Post go-live Optimization Support	Free	1	Free	No Cost - included. 80 optimization hrs - clinical WF engineer, FD, billing
Optional	SOW #XXX	Workflow Go-Live Support	$5,000	0	$0	workflow engineer assigned to attend your go-live - 5k per go-live week
Optional	SOW #XXX	Training Environment (TES)	$0	0	$0	tiered pricing - 5k-15k per year. No Install Cost
		Other Professional Services OCHIN offers **To be scoped as requested				
Optional	SOW #XXX	IT Support	$0	0	$0	Scoping required. Support needs in deploying hardware including ordering, shipping, setup, testing and confirguration.
Optional	SOW #XXX	Risk and Security Assessment	$0	0	$0	Optional
Optional	SOW #XXX	Workflow Consulting Services	$0	0	$0	Optional
Optional	SOW #XXX	Reporting Subscription Service	$0	0	$0	Optional
		Custom Build				
Optional	SOW #XXX	**insert in all needed custom build**	$0	0	$0	
		Total One-Time Epic Implementation Costs (Paid to OCHIN)			$ 154,294	
		Travel - estimate only - to be paid to OCHIN as incurred				
		ADDITIONAL COSTS NOT PAID TO OCHIN:				
		Additional Hardware (to be ordered from Zones - not in install costs but for budget)				
		Topaz Signature Pad	$355	0	$0	For front desk and signing of electronic consent forms
		Web Camera (Microsoft HD-6000)	$49	0	$0	For taking photos of patients and putting it in OCHIN Epic. Highly recommended.

Front Desk Scanner (Brother Dsmobile 600)	$140	0	$0	For scanning at front desk - insurance cards, ID, etc.
Head sets for Dragon use	$200	0	$0	Cost varies per device - several options around $200.00 each- used with Dragon
Other	$0	0	$0	
Credit Card Hardware				
Welcome Tablets/Kiosk Stands				

ADDITIONAL COSTS:	$0

Total Estimated Implementation Budget	$154,294

OCHIN Maintenance Costs for Mayers Memorial Hospital District

Required or Optional	SOW # if applicable	Epic Visits and Licenses	Cost	Units	Total	
		Epic Visits	Per Visit	Visits		
Required	N/A					Standard Epic modules include practice management and electronic medical record functionality. OCHIN Epic build also includes behavioral health, specialty navigators, population health and reporting tools, health maintenance and best practice alerts, social determinant of health, SOGI, and other build and tools. See tab for list of modules and included tools.
		Practice Management (PM)	$ 2.50	10,000 $	25,000.00	
		Electronic Medical Record (EMR)	$ 1.78	10,000 $	17,800.00	Standard price is $4. We will reduce to $3 for your initial install
		Electronic Dental Record (EDR)	$ 1.78	- $	-	Standard price is $4. We will reduce to $3 for your initial install
		Epic Visit SubTotal			$ 42,800.00	

		Optional Epic Modules				
Optional	SOW #XXX	Willow - Pharmacy solution including Inventory Management	$ 1.00	- $	-	
		Relay Health (Claims Adjudication)	$ 0.06	- $	-	
Optional	SOW #XXX	Advanced Scheduling: Centralized call center scheduling solution	$ 0.25	- $	-	

		Product or Service	Cost	Units	Total	Notes
		Document Management Solutions				
Required	N/A	High Capacity Scanning License (includes 1 index license)	$249	1	$249	Back office scanning (i.e. medical records)
		Additional Indexing station license (1 needed per additional indexing station)	$ 75	0 $	-	OCHIN can explore this need with you and explain to determine need
		Front Desk Integrated Scanning License - (1 per Seat)	$ 300	2 $	600	Front desk scanning is highly recommended and each station/desk for patient registration will need a scanner. This is an estimated number. Will need to be scoped.
		Concurrent viewing licenses (about 6 users per 25,000 visits)	$ 83	2.00 $	166	Assume no more than 6 charting at same time - per 25K visits
						0-20k = $500
						20-40k = $750
		Scanned Material Storage Fee (based on grid - see contract)	$ 500	1 $	500	40-60k = $1,000
Required if contracting for Wisdom Dental	SOW # XXXX	**MiPACS License Pack (Dental Imaging) - for use with Wisdom only**				MiPacs is currently for dental imaging only with Wisdom. The licenses allow you to capture and view dental images.
		Tier 1 (1-5 Workstations)	$ 1,950	0	$0	
		Tier 2 (6-9 Workstations)	$ 2,950	0	$0	
		Tier 3 (10-19 Workstations)	$ 3,850	0	$0	
		Tier 4 (20-35 Workstations)	$ 4,500	0	$0	
Required	N/A	**Trizetto**				
		Clearinghouse Maintenance (statement fee)	billed @ Actual	0 $	-	Billed at actual - $.55 per patient statement and $.09 for each additional page - mailed
		Clearinghouse Maintenance (provider fee)	$ 227	8 $	1,816	$18 per provider/per month ($216 annually)
		Medication File Maintenance (per provider)	$ 144	8 $	1,152	Medication files are from FirstDatabank
						Provider numbers are reviewed quarterly and if any have been added additional licenses will be required. The fees for the new licenses will be added to your monthly maintenance invoices at that time. We are required to charge $68 per provider per year (the AMA assumes 1 provider has 3 support staff and the license fee is $17 for each provider and staff person). Partial year licenses are the same cost
		AMA CPT Royalty	$ 68	8 $	544	as full year licenses.
		Lab Interfaces - Quest or Labcorp Included (One free and minimum of one certified lab interface required)				Quest OR Labcorp included at no-cost
Required	SOW # XXX	Quest	$1,320	0 $	-	
Optional	SOW # XXX	Labcorp	$1,320	1 $	1,320	
		Other Interfaces - ***Scoping required				OCHIN to scope all Lab interfaces needed by your organization.
Optional	SOW # XXX	Other Interfaces:				

		In house lab	$2,400	1	$ 2,400	
		Ombra - PACS (ORU/ORM)	$2,400	1	$ 2,400	
Interoperability						
Included	N/A	Care Everywhere (NOTE: All contracted Epic users have CE)	Free		Free	Access to patient data across instances of Epic
Included	N/A	CareEquality (National Framework)	Free		Free	All members are connectioned to the national framework
		HIE - sac valley medshare	$0	0	$ -	No Cost to Connect to HIE
Required	N/A	State Immunization Interface (Required)	$1,320	1	$1,320	No install cost - see maintenance tab
Networking						
Required	N/A	Member MPLS Connection (to be bid by OCHIN teleco vendor)	Quote to be obtained			Teleco costs are billed to and paid by the Member. OCHIN will strive to obtain FCC funding which is based upon eligibility and availability of program funding.
Required	N/A	OCHIN provided internet back up connection	$ 600.00	1	$600	$50 per month for OCHIN provided redudant internet connection to support fail-over in case of primary connection loss
Patient Record Access for Non-Epic Providers						
Optional	SOW # XXX	OCHINLink ***No implementation fee, maintenance fee only	$6,000	0	$0	Optional Functionality - This allows for non-Epic hospitals and clinic providers to have read only access to your patient records. Cost is $500/month. No limit to number of hospitals or clinics you can connect with.
Data Conversion and Archiving*Scoping Required**						Estimate, scoping required for data conversion - see DC tab for additional details
Optional	SOW #XXX	HeF (data archiving)	$0	0	$0	Quote to be obtained. OCHIN will build URL link from patient record to data archive
Data and Reporting						
Optional	N/A	Clarity Reporting Licenses (Designer)	$ 264	2	$528	Report Writers - OCHIN provides training. Named licenses These licenses may vary depending on how many reporting staff you have. OCHIN will help you determine
		Clarity Reporting Licenses (Scheduler)	$ 156	0	$0	
Optional	SOW #XXX	Tableau	$0	0	$0	See maintenance tab
Optional	SOW #XXX	340b	$1,440	1	$1,440	daily $2,160, weekly $1,440, monthly $1,200
Optional	SOW #XXX	Data Extract (Azara or Arcadia)	$2,160	0	$0	daily $3,600, weekly $2,160, monthly $1,440
Optinoal	SOW #XXX	Data Replication	$8,640	0	$0	Daily $12,000, weekly $8,640, monthly $4,800
Billing Services						
Optional	SOW#XXX	OCHIN Billing Services (OBS) - NO INSTALL COST	% revenue received	0	0	5.5% of revenue received and .5% additional for coding support This is a Maintenance cost only. This is optional but recommended. OCHIN will review with your organization
Prescription Drug Management Solutions						
Required	SOW #XXX	ELECTRONIC PRESCRIBING OF CONTROLLED SUBSTANCES	$0.00	0	$0	We are changing vendors and will provide updates shortly on this. Pricing
Optional	SOW #XXX	PDMP (prescription drug management program): Contracted thru Appriss	$1,200	1	$1,200	
Electronic Faxing, Scanning and Indexing Solutions						
Required	SOW #XXX	RightFax - Integrated faxing in Epic	$ 0.045	1	$ 0	per page in/out of Epic
Optional	SOW #XXX	SmartFiler (Disc)	$0.185	0	$0	per image indexed, 24 hr turnaround. 4hr turnaround available for .04 cents additional. Other adds on available and to be reviewed and confrimed for SOW.
Patient Engagement						
Required	SOW #XXX	MyChart Patient Portal set up & custom home web page	$5,000	1	$5,000	MyChart must be implemented with your OCHIN Epic install. All patients are opted in.; OCHIN will work with you to brand and personalize MyChart for your organziation.
Required	SOW #XXX	MyChart - MyChart fee is per Active MyChart Patient	$2.60	0		per active patient per year
Required	SOW #XXX	Credit Card Integration (Sphere)	$0.145	1	$0	per transaction - additioanl pass thru for merchant sevices and hardware. See SOW for detail.
Optional	SOW #XXX	Well Health	$0.31	1	$0	per encounter with an automated event (i.e. text). Unlimited campaign and survey messages
Optional	SOW #XXX	Televox	$0.15	0	$0	per message
Optional	SOW #XXX	CareMessage	$6,000	0	$0	Additional Maintenance pass-through to Care Message - see pricebook for detail.

Optional	SOW #XXX	Welcome (Tablets)	$800	1	$800	Fee includes standard package. Does not include tablet hardware which purchased by the member from their vendor of choice.
Optional	SOW #XXX	UniteUs Social Services Resource Locator	$9,000	0	$0	Social Service Locator

Patient Visit Tools to Reduce Manual Entry

		Integrated Devices				One Time Setup fee, can set up as many devices as desired for no additional cost. Works with Welch Allyn; Could look at doing midmark EKG for locations where we have it. How many EKGs do we have in place? What about Spiro? We can only support vitals integration of WA devices. There are bundles that include hardware available as well if interested.
Optional	SOW #XXX	MidMark EKG - Device Virtual Channel				
		MidMark SPIRO - Device Virtual Channel	$1,200	0	$0	
		MidMark VITALS				
Optional	SOW #XXX	Hillrom VITALS	$1,200	0	$0	
Optional	SOW #XXX	Imprivata Single Sign-On				NEED TO CONFIRM PRICING AND STATEMENT OF WORK
Optinal	SOW #XXX	Dragon - voice dictation	$1,200	1	$1,200	per provider per year

Virtual Care, e-Visits, e-Consult

Optional	SOW #XXX	Zoom - MyChart Virtual Visits	$0.01	1	$0	per minute of usage
Optional	SOW #XXX	stratus interpreting	$1.45	0	$0	Based on usage, all fees are per minute: Spoken = $1.45, Sign = $5.5 and Hearing Impaired = $5.50
Optional	SOW #XXX	e-Consult	$0	0	$0	OCHIN contracts with Rubicon and SNC currently.
Optional	SOW #XXX	Other telehealth needs ** to be scoped**	$0	0	$0	

Mobile Access:

Included	N/A	Haiku (Mobile App)	$0	0	$0	No Cost - included
Included	N/A	Canto (iPad App)	$0	0	$0	No Cost- Included

Training Environment (TES)

Optional	SOW #XXX	Training Environment (TES)	$15,000	0	$0	tiered pricing - 5k-15k per year. No Install Cost

Other Professional Services OCHIN offers **To be scoped as requested

Optional	SOW #XXX	Reporting Subscription Service	$0	0	$0	Optional

Custom Build

Optional	SOW #XXX	**insert in all needed custom build**	$0	0	$0	

Total Annual Maintenance (Paid to OCHIN)		$	66,036

ADDITIONAL COSTS NOT PAID TO OCHIN:

Additional Hardware (to be ordered from Zones - not in install costs but for budget)

Topaz Signature Pad	$355	0	$0	For front desk and signing of electronic consent forms
Web Camera (Microsoft HD-6000)	$49	0	$0	For taking photos of patients and putting it in OCHIN Epic. Highly recommended.
Front Desk Scanner (Brother Dsmobile 600)	$140	0	$0	For scanning at front desk - insurance cards, ID, etc.
Head sets for Dragon use	$200	0	$0	Cost varies per device - several options around $200.00 each- used with Dragon
Other	$0	0	$0	
Credit Card Hardware				
Welcome Tablets/Kiosk Stands				
Networking/Connectivity- Billed by Zayo				

ADDITIONAL COSTS:	$0

Total Estimated Annual Maintenance Budget	**$66,036**
Total Estimated Monthly Maintenance Budget	$5,502.96

See Contract Exhibit A for additional Details

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

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

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

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

Epic Wisdom is the Electronic Dental Record (available for purchase as an add on module at any time)

Epic Willow Ambulatory is the outpatient pharmacy module (available for purchase as an add on module at any time)

Provides a one stop shop for all population health needs; specifically creating a solid foundation of population health tools (integrating CQMs and registries, introducing care management tools, and prioritizing reports and dashboards to facilitate workflow. Phase I of this module is included as part of the core set of functionality at no additional cost. Subsequent phases with additional functionality options may be available at a potential cost.

PULSE

Pulse is a personal dashboard that determines how effectively clinicians use some of the tools within Epic and offers training materials to help clinicians improve on their use of these tools. The main benefit of Pulse is that it can help improve clinician's efficiency.

SIGNAL

Signal, an Epic-hosted web application, helps you take a data-driven approach to measuring physician efficiency with Epic. With Signal, you can compare your organization to peers in the Epic community and identify workflows to focus on and how to improve efficiency in targeted areas so your teams can direct resources where they're needed most.

Specialty Navigator List

- **Behavioral Health/Mental Health Navigator**
  These navigators support both specialty mental health practices and clinics that provide integrated behavioral health service in primary care, including chronic case management.

- **Correctional Facility Navigator**
  This navigator supports jail health and correction environments with booking system integration, reporting, and care for inmates at both adult and juvenile facilities.

- **Family Support Services (Washington) Navigator**
  These navigators are for nursing programs (very similar in OR and WA) for patients and their children/infants, or pregnant women who are at risk due to lack of resources, homelessness, low income, environmental concerns, etc. The following assessments are included:

  - Pregnancy Assessment
  - Postpartum Assessment
  - BH/Psychosocial Assessment

  - Caretaking/Parenting Assessment
  - Development Assessment
  - Nutrition Assessment

  - PHQ9 Assessment

  - Child Health Assessment

  - **HIV Navigator**
    The HIV navigator supports the needs of our members who serve HIV and AIDS populations. Very specific tools for HIV mutation tracking and charting help with providing care to these complex patients.

  - **Maternity Support Services/Infant Case Management (Oregon) Navigator**
    These navigators are for nursing programs (very similar in OR and WA) for patients and their children/infants, or pregnant women who are at risk due to lack of resources, homelessness, low income, environmental concerns, etc.

  - **OB/GYN with Custom Results Console Navigator**
    This visit navigator supports prenatal and postnatal care with special tracking tools for pregnancies incorporated for reporting and alerts to support the health of mom and baby. OCHIN has completed a special build for our members in California to support their government funded CPSP program.

- **Ophthalmology/Optometry Navigator**

  This navigator primarily supports optometry departments but also provides some ophthalmology tools. It simplifies prescribing eyeglasses and contacts, as well as documenting basic eye care including:

  - Visual Activity exam
  - Tonometry exam
  - Pachymetry exam
  - External exam
  - Slit Lamp exam
  - Fundus exam

- **Physical Therapy Navigator**

  This navigator supports our members who provide PT services.

- **Public Health Nursing (California) Navigator**

  This navigator for our Public Health Department nurses in California includes a special build for STD testing, immunizations, and women's care.

- **Refugee Navigator**

  This navigator supports our members who support refugee clinics.

- **School Based Navigator**

  With specialized tools to support school based health centers, this navigator is a lot like the standard clinical navigator but supports school based initiatives, reporting, and grant requirements for funding.

  - **Sexually Transmitted Infections (SDIs) Navigator**

    This navigator is intended for members with STD/SDI clinics that just deal with sexually transmitted infections.

  - **Urology Navigator**

    This navigator supports our members who provide urology services.

Conversion Element		REL		PRD - Initial Load	PRD - First Delta Load	PRD - Final Delta Load
		Target Date	Member Approval Date	Target Date in PRD	Target Date in PRD	Target Date in PRD
Medical	Patient Demographics	GL - 85 days	GL - 71 days	GL - 68 days	GL - 30 days	GL - 2 days
	Future Appointments	GL - 65 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Problem List (SNOMED)	GL - 75 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Problem List (Epic Diagnosis Codes)	GL - 75 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Immunizations	GL - 75 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Allergies	GL - 75 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Progress Notes: Encounters (ADT)	GL - 75 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Progress Notes: MDMs	GL - 70 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Vital Signs	GL - 72 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Lab Results	GL - 70 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Histories (Medical, Family, Social, Surgical, Pregnancies)	GL - 75 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Behavioral Health: PHQ9	GL - 72 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Behavioral Health: GAD7	GL - 72 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Medications (CCDAs)	GL - 70 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day
	Scanned Documents	GL - 65 days	GL - 51 days	GL - 44 days	GL - 30 days	GL - 1 day

Data to be Received by OCHIN	Received	Format
Initial Data load	GL - 90 days	External Drive
Delta load	GL - 45 days	External Drive
Final Delta Load	GL - 3 days	External Drive

Initial Completion Target Date	GL - 30 days

Item	Description	Detail Description
Epic Access License	Cache License Pack	This pack fee includes Iris, Windows Client Access License, Terminal Server Client Access License and Citrix License fee. These are concurrent licenses. These licenses are the bridge connecting user workstation to OCHIN Epic Hyperspace.
Clarity Designer	Clarity Maintenance Fee	This line item appears each month, and is 1/12 of your annual Clarity Designer license maintenance fees. A Clarity Designer license is a per user license that allows a person to create and publish Clarity reports.
Clarity Scheduler	Clarity Maintenance Fee	This line item appears each month, and is 1/12 of your annual Clarity Scheduler license maintenance fees. A Clarity Designer license is a per user license that allows a person to schedule and run Clarity reports.
TriZetto	TriZetto Provider Solutions	This is the sum total of all charges associated with the processing of claims through OCHIN's clearinghouse partner, TriZetto. These charges include monthly maintenance associated with each active rendering provider, fees associated with the sending of patient statements and provider activation fees.
Connectivity	Connectivity	This is the monthly maintenance fee to support backup connectivity via your internet service through the OCHIN router.
Connectivity	Integra Telecom	This invoice item represents is the monthly maintenance charges for network connectivity charges. Not all customers see this on their OCHIN invoice, as most organizations have negotiated and executed their own contracts directly with Integra Telecom.
Dentrix	Health Choice Network, Inc	This line item represents HCN charges that flow from Health Choice Networks through OCHIN to your organization. This only affects organizations that contract through OCHIN to Health Choice Networks.
EMR Visits	EMR-Visit User fees	This line item represents your charges for use of the EpicCare Ambulatory module, and is based on the previous month's total number of billable visits[1] for your organization. If you'd like to see the details of these charges, they are available on the OCHIN Monthly Invoice Report within Business Objects. Your staff with a Clarity Scheduler license can run this report.
Medication File Maintenance	First Data Bank	This is a line item that appears quarterly, and represents your organizations portion of the fees OCHIN pays to First Data Bank, which is the drug database we use within Epic. Your organization's portion is based upon the number of providers that prescribed a pharmaceutical in the EpicCare system over the period in question.
My Chart	My Chart	OCHIN incurs an annual fee for each active patient using the Epic MyChart patient portal. OCHIN passes the fee onto the organization that signed the patient onto MyChart. This item represents each the annual fee for each patient that was signed up or was renewed in the previous month.
OBS Service	OBS Service	This is a line item that appears on invoices of those members for which OCHIN provides billing services, and represents the charges for this service as dictated in the OCHIN contract.
OCHINLink	OCHINLink	This line item appears each month and is the fee for having OCHINLink enabled which. OCHINLink is the tool that allows a designated Outside Entity electronic access to PHI necessary to perform its care coordination, care planning and chart review duties.
Concurrent viewing licenses	Scanner License Maintenance	This line item appears each month, and is 1/12 of your annual Hyland OnBase Front Desk Scanning license maintenance fees. Licenses required for ability to view scanned documents in patient's record.
Front Desk Scanner Maintenance	Scanner License Maintenance	This line item appears each month, and is 1/12 of your annual Hyland OnBase Front Desk Scanning license maintenance fees. Scan in documentation, including ID and insurance cards needed quickly and easily at check-in.
Indexing Only Scanner Maintenance	Scanner License Maintenance	This line item appears each month, and is 1/12 of your annual Hyland OnBase Indexing license maintenance fees. Indexing application is where patients keywords and QA is completed before uploading to Epic.

Scanner License Maintenance	Scanner License Maintenance	This line item appears each month, and is 1/12 of your annual Hyland OnBase scanning license maintenance fees. A Scanner License is a per workstation license for each workstation setup with OnBase scanning product. Scanning is an application that sits locally on selected clinic PC's where medical record users scan in patient data in batches. Also includes "Indexing" functionality
Televox	Televox Software, Inc	This line item represents your charges for automated Text and Call messages
PM Visit Counts	PM-Visit User Fees	This line item represents your charges for use of the EpicCare Ambulatory module, and is based on the previous month's total number of billable visits for your organization. If you'd like to see the details of these charges, they are available on the OCHIN Monthly Invoice Report within Business Objects. Your staff with a Clarity Scheduler license can run this report.
MiPACS Imaging Maintenance	Integrated Imaging with Wisdom	This line item represents 1/12th of your annual MiPACS imaging maintenance fees. MiPACS maintenance fees are determined by the number of, and tier of license pack(s) you have purchased. The number of license packs and tier which you select are determined by the number of workstations that require access to imaging at each of your dental locations.
OCHIN Billing Services (OBS)		OCHIN Billing Services - .5 additional percent includes coding support. Not actual coding but OCHIN will add additional rules and automation to filter possible coding errors and then send them to workqueues for review by a certified coder. The coder wil then send back to provider for further review and possible corrections. The OBS team will also look from patterns and trends to provide feedback to the organization to help support providers ongoing.
Scanning/Indexing Use Case Example:	Scan/Index Use Case	Indexing Only licenses are optional for members who would like more users to access the Indexing client without having to pay the full price for a Back Office (High Capacity) Scanning license. The Indexing Client is used for associating patient metadata to scanned documents so they can then be sent to the chart in Epic. Back Office Scanning licenses already have this license built in, so Indexing Only licenses aren't required. For example, one of our current members scan all their documents at their remote sites, and indexes them at their central location. They purchased more Indexing Only licenses so they don't have to pay for the full Back Office Scanning price since they won't be using the Back Office Scanning Client. Unlike Back Office Scanning and Front Desk Scanning licenses, Indexing only licenses are concurrent, so they don't need to be assigned to a workstation.
Scanned Matieral Storage Fee	Member pays OCHIN fee for scanned materials in an annual amount based on projected visit volume	0-20k = $500 20-40k = $750 40-60k = $1,000 60-80k = $1,500 80-100k = $2,000 100-150k = $2,500 150-200k = $3,000 200-300k = $3,500

Master System Agreement
Between:

OCHIN:		**Member: Mayers Memorial Hospital District**
OCHIN, Inc.	**and**	P.O. Box 459
		43563 Highway 299 East
1881 SW Naito Parkway		Fall River Mills, CA. 96028
Portland, OR 97201		

Contact for Notices: Abby Sears	Contact: Louis Ward, CEO
Phone: (503) 943 2500	Phone: 539-336-7512
Fax: (503) 943-2501	Fax:
E-mail: searsa@ochin.org	Email: lward@mayersmemorial.com

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

1.   **Software Modules.** Member will have access to the software modules described in Exhibit A.

2.   **Initial Payment.** Member will be charged an initial payment of **$154,294** calculated in the manner and based on the projected volume of billable visits indicated on Exhibit P.

The Initial Payment is payable by each Member as follows:

First Payment	50% upon execution of the Agreement
Second Payment	25% payable 90 days prior to implementation (Go Live) (Go-Live Date is XXXXXXX)
Third Payment	Final 25% payable within 14 days after User Acceptance Testing and Implementation following Go Live

In the event volume exceeds initial projected volume, the Initial Payment is subject to later adjustment by OCHIN as described in Section 11 of Exhibit B. If the Member determines that they are unable to meet the agreed upon Go Live schedule, the Member will remain responsible for the payment of monthly maintenance fees as outlined above. All scheduled payments and the responsibility of the Member as outlined in Exhibit P. Volume is determined in accordance with the Billable Visit Decision Tree in Exhibit Q.

3.   **Interfaces.** OCHIN will provide one copy of standard lab interfaces free of charge. Additional interfaces or copies (such as interfaces that may be requested for an individual Member) are reflected on Schedule P.

4.   **Third Party Maintenance Fees and Charges.** Member will pay annual maintenance fees and other recurring charges for the items of third-party software listed on Exhibit P. Current pricing is indicated on Exhibit P but is subject to change upon ninety [90] days written notice to member. Member will pay any other third-party costs that are incurred by OCHIN on Member's behalf.

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

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

7.   **Storage Fees.** Member will pay OCHIN a storage fee based upon annual billable visits. See table below.

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

Annual Billable Visits	0-20K	>20K-40K	>40K-60K	>60K-80K
Amount	$500	$750	$1,000	$1,500

Annual Billable Visits	>80K-100K	>100K-150K	>150K-200K	>200K-300K
Amount	$2,000	$2,500	$3,000	$3,500

8.   **Billable Visit Definition.** For purposes of this agreement, a "billable visit" means a completed patient appointment or encounter (including medical, dental, mental health, and other visits) by a Provider as described in Exhibit Q.

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

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

11.   **Members; Implementation Timeline.** The System will be implemented as identified in the implementation project plan (the "Implementation Project Plan") that will be attached as Exhibit U. Member will make reasonable efforts to complete implementation of each Member by the scheduled implementation date, which will be mutually agreed upon by the parties and documented in the Implementation Project Plan after the execution of this agreement. If the scheduled implementation dates are not met due to delays by Member, OCHIN reserves the right to begin charging maintenance fees, including those described in Section 4, based upon projected annual billable visits as of the agreed upon implementation dates. Any revision to the implementation dates must be mutually agreed to by OCHIN and Member.

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

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

14.

☒ Exhibit A		Software Modules
☒ Exhibit B		System Terms and Conditions
☒ Exhibit C		Technical Support Terms and Conditions
☒ Exhibit D		HIPAA Compliance Terms
☐ Exhibit G		Billing Services Terms and Conditions
☒ Exhibit H		Organized Health Care Arrangement Terms
☐ Exhibit J		Televox
☒ Exhibit K		Clearinghouse Agreement
☒ Exhibit L		Care Everywhere Module
☒ Exhibit L – Attachment I		Epic Rules of the Road for Care Everywhere
☒ Exhibit M		Help Desk/Work Orders Responsibilities and Expectations
☒ Exhibit N		Additional Third-Party Contracts
☒ Exhibit O		OCHIN Hardware Recommendation
☒ Exhibit P		Pricing
☒ Exhibit Q		Billable Visit Decision Tree
☒ Exhibit R		OCHIN Workgroups
☒ Exhibit S		Training Plan and Delivery Models
☒ Exhibit T		Additional Uses and Disclosures of PHI
☒ Exhibit U		Implementation Plan
☒ Exhibit V		New Member Questionnaire
☒ Exhibit W		MPLS Preliminary Contract Information
☒ Exhibit X		Connectivity Schematic
☒ Exhibit Z		Acceptance Criteria
☒ Exhibit Z1		Business Continuity Access
☒ Exhibit Z2		Data Conversion Strategy and Options
☐ Exhibit Z3		Wisdom Module (Dental)

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

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

OCHIN:

By: _____
       Abby Sears, Chief Executive Officer and President

Date: _____

Member:

By: _____

Name: _____

Title: _____

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

Practice Management Software

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

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

*Member will pay an additional license access fee, in an amount specified in Section 11.2 of Exhibit B, for each InterSystems Cache license in excess of those included in the Initial Payment.

EMR Software

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

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

Medical Records Software

> Release of Information (ROI)

Wisdom - Epic Dental Module**
Epic Wisdom is the Electronic Dental Record (available for purchase as an add on module at any time)

Willow (Epic Pharmacy Module)**
Epic Willow Ambulatory is the outpatient pharmacy module (available for purchase as an add on module at any time)

Advanced Scheduling (Epic Centralized Scheduling Module)**
Epic's Advanced Scheduling Module supports centralized scheduling design with optimized scheduling functionality.

Healthy Planet – Population Health Solution:

Provides a one stop shop for all population health needs; specifically creating a solid foundation of population health tools (integrating CQMs and registries, introducing care management tools, and prioritizing reports and dashboards to facilitate workflow. Phase I of this module is included as part of the core set of functionality at no additional cost. Subsequent phases with additional functionality options may be available at a potential cost.

Tableau:**
Data visualization software that provides enhanced interactive reporting tools with Healthy Planet.

PULSE:
Pulse is a personal dashboard that determines how effectively clinicians use some of the tools within Epic and offers training materials to help clinicians improve on their use of these tools. The main benefit of Pulse is that it can help improve clinician's efficiency.

SIGNAL:
Signal, an Epic-hosted web application, helps you take a data-driven approach to measuring physician efficiency with Epic. With Signal, you can compare your organization to peers in the Epic community and identify workflows to focus on and how to improve efficiency in targeted areas so your teams can direct resources where they're needed most.

Welcome Tablets:**
Welcome Tablets support the patient sign in process and provide an easy way for patients to check appointments, make payments, sign documents, and print receipts.

Visit Navigators:

All of the navigators below are standard and at no additional cost during implementation. Post implementation if Member would like to add a navigator then a cost will be applied.

Navigator	Information
OB/GYN with Custom Results Console	Visit Navigator to support prenatal and postnatal care. Special tracking tools for pregnancies are incorporated into the tool for reporting, alerts and health of mom and baby. Special build has been done for our members in California to support their government funded CPSP program.
BH Primary Care Navigator	Offers behavioral health-specific content for several key areas of clinical charting including medical history, chief complaint and visit diagnosis. Is intended for short-term treatment that would not typically include a formal enrollment into a behavioral or mental health program. Follows closely with the typical office visit workflow.
BH-Specialty Mental Health Navigator	Offers behavioral health-specific content for several key areas of clinical charting including medical history, chief complaint and visit diagnosis Is intended for longer-term treatment that would require enrollment and tracking to meet specific program guidelines Includes a structured biopsychosocial assessment and service plan: - Both tools offer separate sign-off workflows for therapist, supervisor and medical prescriber - Both tools can be printed separately from encounter notes - Both tools include aging reports to assist in managing review dates for therapist, supervisor and medical prescriber Utilizes an Episode of Care to quickly link all relevant encounters (those included in program) back to the formulated diagnoses from assessment

A-2

HIV Navigator	The HIV navigator supports the needs of our members that serve both HIV and AIDS populations. Very specific tools for HIV mutation tracking and charting tools to help with these complex patients.
Ophthalmology/Optometry	Navigator to support Optometry departments and some ophthalmology tools. Mostly for Optometry. Allows for ease in prescribing eye glasses and contacts as well as documenting basic eye care.

Integrated Devices:**

- Please refer to Schedule P for current list of integrated device options

NOTE: Hardware is the responsibility of the member

Interfaces:**

- Labcorp
- Mayers Memorial In House Lab
- Ombra (PACS)
- Surescripts interface - Free
- Social Security Exchange in California- Free
- Immunization interface in California- Free

*Note: Member solely responsible for engaging and securing vendor participation for interface scoping calls with OCHIN prior to Epic project kick off meeting

Included:
- Surescripts interface
- Social Security Exchange in California
- Immunization interface in California

HIE Integration:

- Epic CareEverywhere
- Carequality (included at no additional cost)
- eHealthExchange (included at no additional cost)
- Regional HIE, SacValley HIE (OCHIN standard interface provided at no additional cost – any dues payable to the HIE itself is the responsibility of Member)
- CareEverywhere Referral Management (CERM) – available on request with participating Epic hospital or clinic.

Available Additional Products and Services:**
Please see Schedule P for all current available products and services.

OPTIMIZATION:

OCHIN will provide 10 days, in one-week increments (5 days one week, 5 days the second week) of Optimization support for each health center, after Member's Go-Live. Optimization support consists of 1 FTE provided by OCHIN, in person, on 2 separate weeks, at the single location of choice by the Member.

Member can choose to have Optimization support in any of the following areas:

- Clinical
- Workflow Engineering
- Billing
- Front Desk

All optimization hours need to be utilized within 12 months post Go Live of each Health Center and will be decided and scheduled within 90 days post go-live.

A-3

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

Exhibit B
System Terms and Conditions

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

1. **System Access.** OCHIN will provide Member with access to the System on the terms and conditions specified below.

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

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

   3.1   **Clinical Content.** Member will designate a practicing physician (or highest ranking Provider, as defined in Section 4) to participate in the Clinical Oversight Workgroup (COG) or other OCHIN Board-designated committee. This workgroup will be primarily responsible for providing input to OCHIN regarding the clinical content of the System. Member and other users of the System acting through the workgroup, and not OCHIN, will be responsible for the accuracy of such content. The specific role of the COG is to design and establish the requisite processes for developing and maintain the clinical content as well as help in the development of the internal EpicCare EMR clinical content and charting tools. The time commitment is participating in a quarterly meeting (approximately 1 hour) and approximately 1.5/2.0 hours per month receiving and answering emails. More information is included in Exhibit R "Workgroups" including additional clinical workgroups including but not inclusive, primary care, behavioral health, infectious disease and dental.

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

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

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

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

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

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

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

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

   7.1   **Personal Computers.** At each Member, Member will provide a number of personal computers sufficient for use of the System. Member will be responsible for purchasing, installing, and implementing software

maintained on such computers (other than software listed on Exhibit A), and upgrades of the software. Member acknowledges that regular implementation of upgrades to such software is necessary for successful operation of the System.

Other. Member is responsible for obtaining and maintaining accessories and peripheral devices for Member's personal computers, including individual scanning accessories, faxes, biometric equipment, and printers. Member is also responsible for the cost of (a) desktop equipment and workstations; (b) equipment necessary to accommodate desktop equipment (such as wall mounts and keyboard trays); (c) construction or renovation expenses relating to desktop equipment; (d) supplies (such as printer cartridges, paper, forms, and labels); and (e) all internal network connectivity hardware and installations, including all LAN hardware and appropriate cabling to connect to the System WAN, such as routers, hubs, servers, and communication lines among and between Member's Members and offices.

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

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

    8.2 **"Permitted Users"** means the following persons, subject in each case to the requirements of Section 15 below: (a) Member, its Affiliates, and their collective employees; (b) authorized agents, students (medical, nursing and other students), volunteers, nurses, physicians, medical staff members, technologists, clinicians, and other personnel on staff or otherwise associated with Member and its Affiliates, in each case to the extent involved in any way in the care of any patient involving the System; and (c) any medical practice of a physician who now or hereafter has the privilege to admit patients at, or who provides medical consultation at, Member or an Affiliate to the extent involved in any way in the care of any patient involving the System.

9. **Lab Interface Requirements.** Member designates OCHIN as Member's representative for transmitting and receiving lab test orders and results. Member is required to have at least one operational interface with its lab vendor at the time of Go-Live for use of the System and to update OCHIN promptly and on at least a monthly basis of any modifications requested by the designated lab vendor. Exhibit P lists OCHIN's standard lab interfaces. OCHIN will develop and implement additional lab interfaces only to the extent and on terms agreed between OCHIN and Member.

10. **Indexing Solution.** Member is responsible for scanning information in paper format at each Member and for determining the amount of information to be scanned for the System. By operating in a single chart, as a shared patient record across the OCHIN collaborative of centers, indexing documents into patient charts in a timely manner is critical to the continuity of patient care. In the event Member is more than one week behind staying current on scanning information, OCHIN may require Member to provide OCHIN with a written plan for staying current.

11. **Initial Payment.**

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

    11.2 **Cache Licenses.** The Initial Payment includes the number of access licenses for InterSystems Cache indicated on the pricing information in Exhibit P. If Member's level of usage requires additional access licenses for InterSystems Cache at any time, Member will be notified and then billed an additional license fee at OCHIN's then-current cost from Epic for each additional access license required.

11.3 Payment. Member will pay the Initial Payment as described on the Cover Pages.

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

12. Service Additions and Adjustments.

12.1 Optional Additional Services. As requested by Member, OCHIN will provide Member with the optional software and services described on the Exhibit list in accordance with the terms of the applicable exhibit for an additional fee as outlined on Exhibit P. Member will be deemed to have consented to the terms of the applicable exhibit once OCHIN has first provided the software or services to Member. Additional software and services may be offered to Member and adopted with an approved contract amendment or statement of work.

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

12.3 Service Adjustments. Because OCHIN's agreements with various vendors are subject to change without OCHIN's approval, OCHIN may cancel these agreements if vendors fail to offer terms acceptable to OCHIN. If OCHIN decides to cancel a vendor agreement, OCHIN will provide notice and, if feasible, an alternate solution to Member, but Member may lose access to related software and services and may need to contract directly with the vendor if desired.

13. Per-Visit Access Fees.

13.1 Payment. OCHIN will invoice and Member will pay Per-Visit Access Fees on a monthly basis. Member will pay OCHIN the Per-Visit Access Fees for each month within 30 days after receipt of OCHIN's invoice, provided, however, that Member may withhold from any payment any charge or amount disputed in good faith by Member pending resolution of such dispute. Pending the resolution of such payment dispute, OCHIN shall continue performing its obligations in accordance with this agreement. Any invoices past 30 days will be subject to interest at a rate of 10 percent per annum which interest shall accrue starting on the date such payment was due until but excluding the date that such payment with interest is fully paid.

13.2 Adjustment. The Per-Visit Access Fee may be increased from time to time as the OCHIN Board determines necessary to cover actual and anticipated costs. Notwithstanding the foregoing, fees may only be increased if OCHIN provides written notice to Member at least 90 days in advance.

13.3 Responsibility for Costs. OCHIN will invoice and Member will pay Per-Visit Access Fees on a monthly basis. Member will pay OCHIN the Per-Visit Access Fees for each month within 30 days after receipt of OCHIN's invoice, provided, however, that Member may withhold from any payment any charge or amount disputed in good faith by Member pending resolution of such dispute. Pending the resolution of such payment dispute, OCHIN shall continue performing its obligations in accordance with this agreement. Any invoices past 30 days will be subject to interest at a rate of 10 percent per annum which interest shall accrue starting on the date such payment was due until but excluding the date that such payment with interest is fully paid.

13.4 Member Audits of OCHIN. During the term of this agreement and for three (3) years after, OCHIN shall: (a) maintain complete and accurate books and records regarding its business operations relevant to the calculation of fees and any other information relevant to OCHIN's compliance with this Section 13; and (b) upon Member's request, make such books and records, and appropriate personnel, available during normal business hours for inspection and audit by Member or an independent accountant that is reasonably acceptable to OCHIN, provided that Member shall: (i) provide OCHIN with reasonable prior notice of any audit; (ii) undertake an audit no more than once per calendar year, except for good cause shown; and (iii) conduct or cause to be conducted such audit in a manner designed to minimize disruption of OCHIN's normal business operations. Member may take copies and abstracts of materials audited, provided that such material is deemed Confidential Information of OCHIN. Member will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of 5%/ or more, in which case OCHIN shall reimburse Member for the cost of the audit. OCHIN shall immediately upon written notice from Member pay Member the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

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13.5 All Fees Stated. Except as expressly provided in this agreement, Member has no obligation or liability to pay or reimburse any fees, charges, or other amounts under this agreement.

13.6 Payment Does Not Imply Acceptance. The making of any payment or payments by Member, or the receipt thereof by OCHIN, will in no way affect the responsibility of OCHIN to perform any services in accordance with this agreement, and will not imply Member's Acceptance of any services or the waiver of any warranties or requirements of this agreement.

13.7 Support Not to Be Withheld or Delayed. OCHIN shall not withhold, delay or fail to perform any other services or obligations hereunder by reason of: (a) Member's good faith withholding of any payment or amount in accordance with this agreement; or (b) any dispute whatsoever between the parties, including any payment or other dispute arising under or concerning this agreement or any other agreement between the parties.

14. Connectivity.

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

14.2 Connectivity Services Provided by OCHIN.

14.2.1 OCHIN will provide Member with an internet backup connection to the System for the price listed on Exhibit P. Member will pay OCHIN by the end of the following month for use of the internet backup connection. The first router is provided at no additional charge.

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

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

15. Compliance.

15.1 Compliance with Epic Agreement. Member's use of the System must in all respects comply with the terms and conditions of the Epic Agreement, including, without limitation, covenants relating to limiting access to authorized users, exercising independent professional judgment in providing patient care, and protecting the trade secrets and other proprietary rights of Epic. Member will not be permitted to copy, reverse engineer, or modify code supplied by Epic, except as permitted by OCHIN and the terms of the Epic Agreement. Member will be required to take certain affirmative steps identified by OCHIN to assure that Member's users comply with the covenants set forth in the Epic Agreement. Additionally, Member's use of the System must comply with the terms of any agreements between Epic and OCHIN that arise out of, amend, or relate to the Epic Agreement. OCHIN will provide a copy of the Epic Agreement to Member upon request.

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

16. Implementation.

16.1 Implementation Project Personnel. Each party will appoint an individual responsible for overseeing that party's responsibilities for implementation of the System at Member's Members and acting as primary project liaison (each a "Project Manager") and an additional person responsible for directing such party's activities with respect to the project (each a "Project Director" or "Executive Sponsor"). OCHIN will also

designate one or more representatives to oversee implementation training (the "Training Implementers") and an OCHIN representative to oversee implementation with regards to claims and billing functions (the "Claims/Billing Implementer"). A single person may serve as both a Training Implementer and Claims/Billing Implementer. Member will also designate personnel to (a) oversee and be OCHIN's primary contact for building of claims interfaces and to manage claims formatting and billing issues; (b) act as OCHIN's primary contact person regarding Member's technical systems; (c) coordinate and serve as OCHIN's primary contact regarding optimization of the System; and (d) coordinate and serve as OCHIN's primary contact for training. With OCHIN's consent (which consent shall not be unreasonably withheld), Member will make a reasonable effort to may designate an individual to oversee more than one of the foregoing functions. Upon the reasonable written request of Member, will to replace any Project Manager, Project Director, Training Implementer or Claims/Billing Implementer.

16.2 Implementation Support. OCHIN will provide the standard training and support services described on Exhibit P and listed in the Training Guide at no additional cost to Member. If Member requests additional training and support services, OCHIN will provide Member a Statement of Work for the additional services, which services will be provided at OCHIN's then-current rates. Member must approve the proposed Statement of Work in writing before OCHIN provides the services. Standard implementation support is a one half day for dress rehearsal (typically a Monday), then 8 hours support on Tuesday, Wednesday, Thursday and half a day until noon on Friday. This is the standard support and day model. This may be amended through mutual written agreement between OCHIN and Member. Additional support for succeeding weeks is available to purchase through a statement of work, provided resources are available.

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

16.4 Member Personnel. Member will allocate sufficient personnel and resources to participate significantly during the initial implementation and on an ongoing basis for subsequent implementations and software upgrades. In the event that OCHIN believes that Member is not fulfilling the responsibilities described in this Section, OCHIN will notify Member in writing and Member will thereafter (a) fulfill its responsibilities by allocating sufficient personnel or resources; (b) fulfill its responsibilities by requesting OCHIN's assistance for which OCHIN will bill Member at OCHIN's then-current hourly rates for time spent by OCHIN personnel in performing these functions; or (c) notify OCHIN that it disagrees with OCHIN's assessment that Member is not fulfilling the responsibilities described in this Section and the parties will resort to the dispute resolution procedures set forth in Section 26.

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

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

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

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

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

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

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

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

19. **Member's Ongoing Responsibilities.** Following Go-Live, Member will have the following responsibilities:

   19.1 **Support Personnel.** Member will designate sufficient personnel at each Member ("Contact Personnel") to provide support services to Member's users on an ongoing basis. Member must assign at least one of these Contact Personnel to each of the following areas: billing office operations support, Member support, front office operations support, report writing, desktop equipment support, and network and telecommunications support. The same individual may be assigned to more than one of these support areas. Member also agrees to minimally assign one clinician to participate in the Physician Builder program including attending required training sessions.

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

   19.3 **Security.** Member will allocate resources within Member's organization and clinics that are sufficient to assure the level of security maintenance required by Section 29 below.

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

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

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

   19.7 **Responsibility for Members.** Member represents that each Member location/site is directly owned and operated by Member or by an Affiliate of Member as defined in Section 8.1 of Exhibit B. At Member's request, OCHIN will send invoices for amounts payable under this agreement to agreed to address and Member will remain primarily responsible for payment and other obligations under this agreement. A breach of this agreement at or by any Member or personnel at or of any Member will constitute a breach of this agreement by Member.

   19.8 **Data Collection and Reporting.** Member will be required to furnish to OCHIN, and OCHIN may disclose, data for financial, operational, and clinical health outcome metrics for formative and summative review and reporting including, but not limited to, UDS reports for Federally-Qualified Health Centers (FQHCs) and equivalent information for FQHC look-alikes and other community health centers, accounting of cash and in-kind contributions as required in conjunction with grant and other subsidy programs, and other information as required to manage and report on grants and contracts.

   19.9 **MyChart.** MyChart (Epic's patient portal) provides patients access to health information and education in addition to scheduling and a convenient communication path to their care team. MyChart is a critical component of patient engagement and the successful use of Epic by the member, providers and patients. MyChart implementation requires the portal to be branded with Member's logo, colors, and contact information in addition to have a designated representative at the Member level that is responsible for insuring the successful use and education of MyChart within the clinic setting. In addition, patients will be provided with account credentials to activate their MyChart account unless they specifically opt out. All corresponding fees for MyChart branding and use are included on Exhibit P.

20. **OCHIN's Ongoing Responsibilities.**

   20.1 **Availability Requirements.** OCHIN shall make the System Available, as measured over the course of each calendar month during the term of this agreement and any additional periods during which OCHIN does or is required to perform any services (each such calendar month, a "Service Period"), at least 99.9% of the time, excluding only the time the System is not Available solely as a result of one or more Exceptions (the "Availability Requirement"). "Available" means the System is available and operable for access and use by Member and its Permitted Users. "Availability" has a correlative meaning. The System is not considered Available in the event of any performance degradation or inoperability of the System, in whole or in part.

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20.2 Exceptions. No period of System degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"): (a) Member's or any of its Permitted Users' misuse of the System, (b) failures of Member's or its Permitted Users' internet connectivity, (c) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by OCHIN or (d) Member or any of its Permitted Users' failure to meet any minimum hardware or software requirements set forth in this agreement.

20.3 Remedies for Service Availability Failures.

20.3.1 If the actual Availability of the System is less than the Availability Requirement for any Service Period, such failure shall constitute a Service Error..

20.3.2 If the actual Availability of the System is less than the Availability Requirement then Member reserves the right to invoke their termination rights as defined under Section B-8 "Termination".

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

22. Ownership.

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

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

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

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

23. Warranties.

23.1 General. OCHIN warrants to Member that the software modules described on Exhibit A will be free from Substantive Program Errors to the extent those modules are so warranted by Epic in Section 8 of the Epic Agreement. As used in this Section 23, "Substantive Program Error" has the same meaning ascribed to that term in the Epic Agreement.

23.2 Third Party Vendors. As to any software module listed on Exhibit A that is provided through a third party other than Epic, OCHIN makes the same warranty to Member that the third party makes to OCHIN with respect to the module.

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

23.4 Additional OCHIN Warranties. OCHIN represents and warrants to Member that:

23.4.1 OCHIN has, and throughout the term will have, the unconditional and irrevocable right, power, and authority, including all permits and licenses required, to provide the services and grant and perform all rights and licenses granted or required to be granted by it under this agreement;

23.4.2 Neither OCHIN's grant of the rights or licenses hereunder nor its performance of any services or other obligations under this agreement does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security, or personal information; or (ii) require the consent, approval, or authorization of any governmental or regulatory authority, and OCHIN shall promptly notify Member in writing if it becomes aware of any change in any applicable law that would preclude OCHIN's performance of its obligations hereunder;

23.4.3 As accessed and used by Member, the System and all other services and materials provided by OCHIN under this agreement will not infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any third party; and

23.4.4 OCHIN will perform all services in a professional and workmanlike manner in accordance with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and shall devote adequate resources to meet its obligations under this agreement.

23.5 Notice, Cure, and Response Time. Any claim under the warranty set forth in this Section 23 will be subject to the notice requirements, cure periods, and response time expectations set forth in Sections 8(a) through 8(c) of the Epic Agreement; provided, however, that (a) notice of any warranty claim under this agreement shall be made to OCHIN rather than Epic, and (b) the Substantive Program Error may be remedied by either OCHIN or Epic.

23.6 Exclusive Remedy. Member's sole and exclusive remedy for breach of any warranty provided in Section 23.1 through 23.4 above shall be termination of this agreement with respect to the particular software module containing the Substantive Program Error and refund of any portion of Member's Initial Payment attributable to that module.

23.7 Software Performance Expectations. OCHIN also warrants that the System will meet the performance expectations set forth in Exhibit 10 to the Epic Agreement to the same extent that, and under the same conditions under which, Epic has provided such warranties to OCHIN. Member's exclusive remedy for any failure to satisfy this warranty shall be a refund of that portion of Member's Initial Payment attributable to Epic software license fees refunded to OCHIN. **[Member will cooperate in making all software configuration changes required by Epic pursuant to Exhibit 10 of the Epic Agreement and will pay its proportionate share of any deductible required under that exhibit.]**

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

24. Indemnification.

24.1 By Member. Member will indemnify, defend, and hold harmless OCHIN and its officers, directors, employees, and agents from and against all Claims arising from the System and incurred as a result of (a) any third-party Claim (including, without limitation, regulatory investigations or proceedings) to the extent attributable to the negligence or intentional misconduct of Member or its officers, directors, employees, agents, or Affiliates, (b) breach of this agreement by Member or its officers, directors, employees, agents, or Affiliates, or (c) any Claim under the third party contracts related to this agreement, including, without limitation, the contracts listed on Exhibit N to this agreement, and attributable to conduct of Member or its officers, directors, employees, agents, or Affiliates. This Section 24.1 sets forth Member's sole obligation and liability and OCHIN's exclusive remedies with respect to any Action or losses described therein.

24.2 By OCHIN. OCHIN will indemnify, defend, and hold harmless Member and its officers, directors, employees, and agents from and against all Claims arising from the System and incurred as a result of (a) any third-party Claim (including, without limitation, regulatory investigations or proceedings) to the extent attributable to the negligence or intentional misconduct of OCHIN or its officers, directors, employees, or agents, (b) third party Claims relating to infringement of U.S. patent, copyright, or trade secret laws (c) breach of this agreement herewith by OCHIN or its officers, directors, employees, agents, or Affiliates,

(d) any Claim under the third party contracts related to this agreement, including, without limitation, the contracts listed on Exhibit N to this agreement, and attributable to conduct of OCHIN or its officers, directors, employees, agents, or Affiliates

24.3 Indemnification Procedures. Any party seeking indemnification under this Section 24 must promptly notify the indemnifying party of the Claim for which indemnification is sought and provide the indemnifying party with the information reasonably required for the defense of that Claim. The party seeking indemnification shall grant the indemnifying party control over defense and settlement of the Claim; provided, however, that the indemnifying party shall not settle any Action on any terms or in any manner that adversely affects the rights of Member without Member's prior written consent, which shall not be unreasonably withheld or delayed. Member may participate in and observe the proceedings at its own cost and expense with counsel of its own choice. A party's failure to perform any obligations under this Section will not relieve the indemnifying party of its obligations under this Section.

24.4 Claims. For purposes of this Section 24, "Claims" include, without limitation, all claims, demands, actions, liabilities, losses, fines, damages, and expenses, including, without limitation, settlement costs and reasonable attorneys' fees at or before trial and on appeal or petition for review.

25. Responsibility for Use.

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

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

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

26. Dispute Resolution.
Disputes initiated by either Member or OCHIN that arise out of Member's use of the System or the terms of this agreement will be resolved through the following procedures:

26.1 The complaining party will send a written notice to the other party describing the basis of the dispute and stating that the complaining party is initiating the dispute resolution procedures of this Section 26.

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

26.3 Both parties will be required to meet and negotiate within twenty (20) working days of the date on which the initial notice of the dispute was received. Any party failing to attend this negotiation proceeding (and receiving adequate notice of the proceeding) will be solely responsible for any and all fees and costs of the arbitral tribunal that is convened in any resulting arbitration proceeding unless both parties fail to attend in which case the fees and costs of the arbitral tribunal will not be affected. Items that remain unresolved after negotiation become elements of a bona fide dispute.

26.4 A bona fide dispute is governed by, and construed in accordance with, the laws of the State of California without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction. Any action or proceeding by either of the parties to enforce this agreement shall be brought only in any state or federal court located in the State of California. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

27. LIMITATION OF OCHIN'S LIABILITY.
OCHIN WILL BE LIABLE TO MEMBER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CLAIMS UNDER SECTION 24, ONLY TO THE EXTENT THAT OCHIN'S INSURANCE CARRIER PROVIDES COVERAGE FOR SUCH CLAIMS. OCHIN WILL PROVIDE CERTIFICATES OF INSURANCE EVIDENCING ITS THEN-CURRENT COVERAGE TO MEMBER UPON REQUEST. OCHIN WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL,

OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES RESULTING FROM OR IN ANY WAY RELATED TO MEMBER'S USE OF THE SYSTEM, INCLUDING CLAIMS BASED ON THE NEGLIGENCE OF EPIC, OCHIN, OR OTHER THIRD-PARTY VENDORS. OCHIN WILL NOT BE RESPONSIBLE FOR ERRORS OR DAMAGES CAUSED BY OR RESULTING FROM INPUT ERRORS, CHANGES BY MEMBER TO ANY SOFTWARE PROVIDED BY OCHIN, OR COMBINATIONS OF SOFTWARE PROVIDED BY OCHIN WITH OTHER SOFTWARE.

28. Termination.

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

28.2 By Member for Convenience. Member may terminate this agreement on 12 months' written notice. Member will be responsible for funding any services or expenses incurred by OCHIN directly or indirectly as a result of activities related to Member's exit, including expenses related to facilitating the removal of the System, guaranteeing the privacy and security of System data, and converting System data to a new format.

28.3 By OCHIN for Convenience. OCHIN may terminate this agreement on 24 months' notice to Member upon determination by the OCHIN Board.

28.4 Transition Services. OCHIN will, at the request of Member, following the termination of this agreement, provide transition services to Member pursuant to the terms of this agreement (including applicable fees). Transitions services are to be scoped and will have a corresponding fee. For purposes of this Section, "transition services" means continued performance of the services, including access to the System, for a period of no less than 6 months following termination of this agreement, together with provision of all assistance that Member reasonably requests to ensure a complete and accurate transition of performance of the services provided by OCHIN to a new contractor or Member.

29. System and Data Security.

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

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

29.3 Additional OCHIN Security Responsibilities. OCHIN shall maintain a data breach plan, which it shall submit to Member upon execution of this agreement and shall implement such procedures required under such data breach plan on the occurrence of a data breach. OCHIN will provide the upon Member request the summary of our annual security assessment.

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

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

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

31. **Assignment.** Neither Member nor OCHIN may assign any rights or obligations under this agreement without the other party's written consent. This agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

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

33. **Governing Law.** This agreement shall be governed by Member's state without regard to conflicts of law principles.

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

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

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

37. **Taxes.** Member is responsible for all taxes arising out of this agreement or Member's use of the System, including sales taxes, use taxes, business and occupation taxes, gross receipts taxes, and personal property taxes, including any assessments or taxes imposed by foreign governments, but excluding corporate franchise taxes imposed on OCHIN, taxes based on OCHIN's gross or net income, revenues, gross receipts, real or personal property or other assets, and taxes required to be paid with respect to OCHIN's officers, employees, and agents engaged in the performance of this agreement (including unemployment insurance, social security, and payroll tax withholding). If OCHIN is required to pay any such taxes or penalties or interest relating to items allocated to Member in the preceding sentence, Member will promptly pay to OCHIN an amount equal to any such amounts actually paid or required to be collected or paid by OCHIN. If Member is exempt from paying applicable sales or use taxes, then Member agrees to provide OCHIN, upon OCHIN's request, with a copy of Member's tax exemption certificate or other evidence satisfactory to Member demonstrating that Member is exempt from state, county, city or other local sales or use taxes. Member also agrees to notify OCHIN in a timely manner of any change in Member's sales or use tax status.

38. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

39. **Confidential Information.** In connection with this agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Confidential Information does not include information that the Receiving Party can demonstrate by written or

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other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

40. **Insurance.**

40.1 **Required Coverage.** At all times during the term of this agreement and for a period of 3 years thereafter, OCHIN shall procure and maintain, at its sole cost and expense, all insurance coverage by our Board. Member shall receive a copy of OCHIN insurance certificates (see below).

40.2 **Certificates of Insurance.** Upon Member's written request, OCHIN shall provide Member with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section shall not do anything to invalidate such insurance. OCHIN shall give 30 days' prior written notice to Member of any cancellation, non-renewal, or material change in coverage, scope, or amount of any insurance policy required by or affecting the Member's rights or remedies under this agreement.

40.3 **Non-Waiver.** This Section is not intended to and shall not be construed in any manner as to waive, restrict, or limit the liability of either party for any obligations under this agreement (including any provisions hereof requiring a party to indemnify, defend and hold harmless the other party).

Exhibit C
Technical Support Terms and Conditions

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

1.   **General.** This exhibit describes the technical support that OCHIN will provide to Member in connection with Member's use of the System. Additional support will be provided as agreed by OCHIN.

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

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

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

   2.3   Any additional training described in Section 8 below.

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

   2.5   Travel expenses of OCHIN incurred in connection with implementation support services, as described in Section 9 below.

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

   3.1. Business Continuity Requirements. Member will be responsible for adhering to and maintaining Business Continuity Access processes and procedures as communicated by OCHIN reflecting Epic's current standards. Current processes and procedures will be reflected on Exhibit Z5.

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

   4.1   Project planning, management, and coordination.

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

   4.3   Application configuration.

   4.4   Electronic table loads and updates.

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

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

   4.7   Security setup within application and technical environment.

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

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

   5.1   **Help Desk.** OCHIN will provide assistance to Member's Contact Personnel designated to request support from OCHIN, by making support representatives reasonably available at the OCHIN help desk in the event

Member's Contact Personnel are unable to resolve a software problem. This support service will be available according to the following schedule:

Monday through Friday

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

Saturday

On call
7:00 a.m. – 7:00 p.m.

(All times are in Pacific Standard Time)

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

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

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

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

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

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

9.   Optimization. OCHIN will provide 10 days, in one-week increments (5 days one week, 5 days the second week) of Optimization support within 6-12 months of a Health Center's Go-Live. Optimization support consists of 1 FTE provided by OCHIN, in person, on 2 separate weeks, at the single location of choice by the Health Center once the Member is live on the system for 6 to 12 months. Additional details can be found in Exhibit A.

10.   Standard Workflow Services. OCHIN will provide a comprehensive set of recommended workflows (known as the OCHIN Recommended Workflow Cookbook) and will review key workflows with the clinic's implementation team during New Member Setup. These key workflows include basic office visit, lab, registration, scheduling, and billing, etc. Up to 16 hours of virtual workflow assessment, review, and demos with a Workflow Engineer is available to be provided. In addition, the delivery of a written Workflow Recommendation Report detailing workflow success factors specific to your organization are provided. Workflow customization services may be purchased at an additional cost.

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11. **Travel Expenses.** If OCHIN personnel must travel in connection with this agreement, Member will pay OCHIN for reasonable travel expenses, including without limitation: (a) mileage per current GSA rates found at www.gsa.gov and plane fare, car rental, and other transportation charges at costs incurred by OCHIN; (b) reasonable meal and lodging expenses; and (c) for travel more than 60 miles from OCHIN's offices, travel time billed at ½ OCHIN's then-current rate for training services.

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

13. **Implementation Training Materials.** OCHIN may provide Member with standardized implementation training materials at cost. Member can request customized materials to be prepared at rates agreed to by OCHIN.

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

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

16. **Go-Live Support.** OCHIN will provide virtual go live support to support the member transitioning to OCHIN Epic. Standard go live support consists of OCHIN making available to Member its project manager, clinical support, front desk support and Member billing support in addition to other support as needed according to the Member's size, complexity and contracted products and services. If additional support resources are requested by the Member, this information will be captured, including applicable costs, in a mutually agreed to Statement of Work.

Exhibit D
HIPAA Compliance Terms

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

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

18. **Use and Disclosure of PHI.**

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

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

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

18.4 Disclosure Procedure. Unless such disclosure is required by law, OCHIN may not disclose PHI unless: (a) OCHIN obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (b) the person notifies OCHIN of any instances of which the person is aware of breaches of confidentiality of the PHI.

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

19. **Data Use**

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

3.2 Use of Electronic Health Information Exchanges. Member wishes to use and disclose PHI as authorized under HIPAA through the use of electronic health information exchanges ("HIE"). Member has requested that OCHIN facilitate the electronic exchange and disclosure of PHI related to Member's patients by transmitting data through HIEs on Member's behalf. Member authorizes OCHIN to disclose PHI related to Member's patients through HIEs as may be requested and directed by Member. Member authorizes OCHIN to manage Member's

requests for, and disclosures of, PHI from and to the other participants in HIEs. Member represents and warrants that all consents required under HIPAA for the transmission of PHI through an HIE shall have been obtained by Member and that the transmissions and disclosures requested by Member will be in furtherance of and in compliance with Member's permitted uses and disclosures of PHI as a covered entity under HIPAA. Member will indemnify, defend, and hold harmless OCHIN and its officers, directors, employees, and agents from and against all Claims arising from any improper use or disclosure of PHI and incurred as a result of Member's request or directive to use or disclose PHI through an HIE. This indemnification obligation will be in addition to all other indemnification obligations provided for in the Agreement.

20. **Other Obligations.**

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

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

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

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

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

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

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

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

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

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

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

24. **Procedure upon Termination.** Upon termination of the Agreement, OCHIN will, if feasible, return or destroy all PHI that OCHIN maintains in any form, and will retain no copies of such PHI or, if the parties agree that return or

25.   destruction is not feasible, OCHIN will continue to extend the protections of this Exhibit to such PHI, and limit further use of the PHI to those purposes that make the return or destruction of the PHI infeasible.

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

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

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

29.   **Limited Data Sets.** In addition to the permitted uses set forth in Sections 19.8 and 28.1 of Exhibit B, Member authorizes OCHIN to create Limited Data Sets of Member information for certain research activities consistent with applicable law ("Activities") which may require access to such Limited Data Sets. OCHIN may disclose Limited Data Sets to third party researchers, provided that OCHIN obtains and maintains with each such third party researcher an agreement that is consistent with the requirements for Limited Data Set use agreements under HIPAA.

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

Exhibit H
Organized Health Care Arrangement Terms

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

1.   **Purpose.**

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

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

2.   **Obligations of Member.**

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

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

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

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

__Mayers__ 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 Adapt Oregon OCHIN supplies information technology and related services to __Mayers__ 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 personal health information may be shared by __Mayers__ with other OCHIN participants or a health information exchange only when necessary for medical treatment or for the health care operations purposes of the organized health care arrangement. Health care operation can include, among other things, geocoding your residence location to improve the clinical benefits you receive.

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The personal health information may include past, present and future medical information as well as information outlined in the Privacy Rules. The information, to the extent disclosed, will be disclosed consistent with the Privacy Rules or any other applicable law as amended from time to time. You have the right to change your mind and withdraw this consent, however, the information may have already been provided as allowed by you. This consent will remain in effect until revoked by you in writing. If requested, you will be provided a list of entities to which your information has been disclosed.

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

4. **Indemnification.** Member shall defend, indemnify, and hold OCHIN and each OHCA Participant harmless from and against any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation any reasonable attorneys' fees and costs, that OCHIN or any other OHCA Participant may incur directly or indirectly resulting from any actions or omissions of Member, its agents or subcontractors, based on Member's failure to perform its obligations under this exhibit.

5. **Third Party Beneficiaries.** All OHCA Participants are third party beneficiaries of the obligations set forth in this exhibit, including but not limited to the contractual indemnity provisions set forth in Section 4 above.

Exhibit K
Clearinghouse Agreement

Please see attached

Exhibit L
Care Everywhere Module

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

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

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

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

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

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

Member consents to the uses of patient data described above.

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

   D.   OCHIN Responsibilities. OCHIN will:

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

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

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

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

   E.   Member Responsibilities. Member will:

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

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

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

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

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

H.   Indemnification.

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

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

L-2

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

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

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

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

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

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

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

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

   c. using and monitoring the audit capabilities of CE

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

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

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

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

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

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

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

Rules of the Road, if You believe that another CE Customer has violated these Rules and are unable to resolve the issue with such customer, then the following procedure will apply ("Review Procedure"):

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

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

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

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

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

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

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

Help Desk / Work Orders Responsibilities and Expectations

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

Overall Process

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

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

Work Order Management System

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

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

Member Responsibilities and Expectations

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

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

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

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

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

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

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

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

    ¤   When (date/time)

    ¤   Why (if known)

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

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

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

OCHIN Responsibilities and Expectations

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

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

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

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

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

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

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

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

Acknowledgement and Prioritization Expectations/Standards

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

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

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

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

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

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

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

Examples:

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

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

- Overall system performance is substantially impaired

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

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

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

Examples**:**

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

- Claims batch does not run

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

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

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

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

M-3

Exhibit N
Third-Party Contracts

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

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

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

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

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

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

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

Services Agreement with Pentaho Corporation (relating to online reporting)

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

Zones

Additional Third Party Solution Partners include the following which may change over time and with notice to the Member:

Intrado – Televox
Appriss Health PDMP
Sphere Credit Card Integration
CareMessage
DISC SmartFiler
WELL App
Collective Medical Technologies
Medicor miPACs
Nuance Dragon Medical One
MidMark
HillRom
RightFax
RubiconMD
Safety Net Connect
MiPacs Dental Imaging
Zoom
Aunt Bertha Social Service Resource Locator
Unite Us Social Service Resource Locator
Appriss Prescription Drug Monitoring Program

Note: The above list of third party vendors are subject to change. Please refer to the current Products and Services guide for a current list of vendors.

Section 24.1 of Exhibit B describes Member's obligations with respect to these third party contracts.

Exhibit O
OCHIN Hardware Recommendations

See Attached Exhibit

Exhibit P
Pricing

See attached information – your organizations pricing

OCHIN Epic Billable Visit – Summary Paper

OCHIN invoices member clinics that use OCHIN Epic based on the number of patient visits providers see. Some visits in your clinic are considered OCHIN Billable, while others are not. This white paper describes the basic definition of an OCHIN Billable Visit, as well as several scenarios to help you determine if a patient visit is considered an OCHIN Billable Visit.[1]

An OCHIN Billable Visit is defined as:

<u>The first visit</u> by <u>a patient</u> in <u>a department</u> on <u>a given day</u>
with either, <u>a billable provider</u> or <u>non-zero charges</u>.

There are OCHIN Billable Visits for both PM and for EHR. OCHIN Billable PM visits are created when the OCHIN Epic system is used for billing. OCHIN Billable EHR visits are created when OCHIN Epic system is used for clinical documentation. Usually, but not always, there is a one-to-one relationship between OCHIN Billable PM and EHR visits.

It is important to note that some OCHIN Billable Visits for both PM and EHR may be generated for visits for which there are no charges. Please note, any time non-zero charges are dropped, or anytime a patient is seen by a billable provider, an OCHIN Billable Visit is created for that patient the first time they were seen in a specific department on a given day.

Lastly, please note that department in the definition above refers to a department record in the OCHIN Epic system. Departments in Epic are setup to help manage provider schedules and for reporting. Departments built in Epic will be similar to, but not always exactly map to an organization's existing clinic departments. We have flexibility in designing department structures, and typically recommend using only as many Epic Departments as you need to meet your operational needs. OCHIN implementation staff will review with new clinics recommended Epic Department structures during their New Member Setup process.

The table on the next page lists various common scenarios, and identifies the number of OCHIN PM and EHR Billable visits that would be created by each situation.

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[1] Please note, this document is a guide and is not intended to replace or override the contract between OCHIN and the member clinic. OCHIN Epic billable visits are dependent on how OCHIN is billed by Epic, and in the event of any discrepancies, the contract between OCHIN and the member always prevails.

SCENARIOS

Category	Scenario	Description	OCHIN PM Billable Visits, AND	OCHIN EHR Billable Visits
A Visit to One Department on One Day Could Result in an OCHIN Billable Visit	1	If Susie visits a mental health provider and charges drop, this would be considered an OCHIN Billable Visit.	1	1
	2	If Yvonne visits a specialist in your clinic as a follow up appointment to a primary care visit she had last week, and is seen by a billable provider and charges drop, this is considered an OCHIN Billable Visit.	1	1
	3	If Kevin has a dental visit, and the clinical documentation is tracked in Dentrix, but billing is done in OCHIN Epic and charges drop, an OCHIN Billable Visit is created for this dental visit.	1	0
Visit to One Department on One Day That Doesn't Result in an OCHIN Billable Visit	4	If Harry has an enabling visit and there is no billable provider, and no charges drop, no OCHIN Billable Visit would be created.	0	0
	5	Harry has a dental visit. He is registered in OCHIN Epic, the clinical notes are in Dentrix and billing is handled in Dentrix. No charges drop in OCHIN Epic, no OCHIN Billable Visit is created.	0	0
	6	If Jane has a telephone-only visit that generates no financial transaction in the Accounts Receivable, an OCHIN Billable Visit would not be generated.	0	0
Multiple Visits to Same Department on the Same Day Create At Most One OCHIN Billable Visit	7	If a patient Joe visited your Internal Medicine department in the morning, was seen by a billable provider, and called in the afternoon for a follow up appointment the same day in the same department, Joe's multiple visits to the same department would result in a single OCHIN Billable Visit, even if charges dropped at both visits.	1	1
Visits to Multiple Different Departments in the Same Day - Could Result in more than one OCHIN Billable Visit	8	Patient Joe Smith visits your Family Medicine department and then visits with your Specialty Mental Health department later the same day. If each visit is with a billable provider two OCHIN Billable Visits would be generated.	2	2
	9	If a Joe Smith has a primary care visit in the morning with his PCP, and come back in for a lab draw, and that lab draw occurs in a different department, an OCHIN Billable Visit would be created for each visit that has charges dropped.	2	2
Patient Comes In Multiple Days – Multiple OCHIN Billable Visits	10	A patient comes in for a primary care visit, has a billable encounter, and comes in the next day for a follow-up lab-only visit and is seen by a billable provider, two OCHIN Billable Visits would be created.	2	2

Category	Scenario	Description	OCHIN PM Billable Visits, AND	OCHIN EHR Billable Visits
Might Be Created	11	A patient comes in for a primary care visit, has a billable encounter, and comes in the next day for a follow-up lab-only visit. If lab-only visit is by a non-billable provider and no charges drop, would not result in an OCHIN Billable Visit.	1	1
Pharmacy Only Visit	12	If the Pharmacy Only visit generates no financial transaction in the Accounts Receivable it does not create an OCHIN Billable Visit.	0	0
	13	If a visit with a program of Pharmacy Only does generate a financial transaction in the Accounts Receivable it is an OCHIN Billable Visit.	1	1
OB Visit Example	14	If a clinic has OB visits for existing patients and hospital visits that are utilizing the charge entry process, they do create an OCHIN Billable Visit.	1	0
	15	If the hospital OB visit is charged in the OCHIN Epic system, and if clinical documentation is entered into the OCHIN Epic chart, it creates an OCHIN Billable Visit.	1	1
Nurse Visits Examples	16	A clinic does many nurse visits (for triage, blood pressure readings, etc.) that are being entered as encounters, but do not generate any billings and are not by an OCHIN Billable Provider, then these are not considered OCHIN Billable Visits.	0	0
Telephone only visits	17	If the Telephone Only visit generates no financial transaction in the Accounts Receivable it is not considered an OCHIN Billable Visit.	0	0
	18	If a visit with a program of Telephone Only generates a financial transaction in the Accounts Receivable then it is an OCHIN Billable Visit.	1	0
Group Visits	19	If a group visit occurs (i.e. healthy cooking class), and there are no charges and the visit is by a non-billable provider, no OCHIN Billable Visit is created	0	0
	20	If a group visits for 3 patients occurs and charges are dropped, an OCHIN Billable Visit is created for each patient.	3	3
Specialty Mental Health	21	If a patient comes in for a specialty mental health visit, and sees a billable provider or if there are non-zero charges dropped for the visit, this visit creates both an OCHIN Billable PM and an OCHIN Billable EHR visit.	1	1

FREQUENTLY ASKED QUESTIONS (FAQs)

1. **Report/example of how to reconcile between visits incurred and chargeable visits on the OCHIN invoice**
   OCHIN provides a report in Clarity Business Objects designed to assist with this process. The report is called: OCHIN Monthly Invoice Report.

   Here is an example of what the report looks like:

   OCHIN Service Area Invoice Visit Count for Aug-2011

Visit ID	Department	Patient	MRN	DoS	Charges	Voids	Net Visits	Chg Amt	Enc Form	Proc Code	CPT Code	Procedure Name	Post Date	Void Date	Visit Program	Payer Name ID	Billing Provider	Billing Provider Type	Record Type
1	Department 1	Patient 1	9999	08/25/2011	1	0	1	127.00											Summary
1	Department 1	Patient 1	9999	08/25/2011				127.00	123	90805	90805	Individual Psycho	08/29/2011		Primary Care Other	Medicare Part B [1007	Provider 1	Behavioral Health F	Detail
2	Department 1	Patient 2	999	08/02/2011	1	0	1	176.00											Summary
2	Department 1	Patient 2	999	08/02/2011				176.00	1234	99214	99214	Office Visit, Detai	08/02/2011		Primary Care Other	Medicare Part B [1007	Provider 2	Physician	Detail
3	Department 1	Patient 3	99999	08/17/2011	1	0	1	40.00											Summary
3	Department 1	Patient 3	99999	08/17/2011				40.00	12345	69210	69210	Remove Impacted	08/17/2011		Primary Care Other		Provider 3	Physician Assistar	Detail
3	Department 1	Patient 3	99999	08/17/2011				0.00	1234	TX119	TX119	Procedure Only V	08/17/2011		Primary Care Other		Provider 3	Physician Assistar	Detail

   Please note: This report is not sent with your OCHIN invoice because it contains PHI, however if you run this report, it will accurately provide detail that you can use to reconcile your invoice to clinic visit activity.

2. **Can I reconcile charge level details from this report with other reports?**
   The OCHIN invoice report includes one visit per patient per department per day, this definition rolls up individual visit charges from one or more visits with potentially disparate information into a single encounter in the OCHIN invoice report.

3. **Are $0 visits considered OCHIN Billable Visits?**
   It depends on the nature of the billing provider on the record.
   - If the Billing provider on the visit is a billable provider then it is considered a billable visit. Most service providers are billable providers.
   - If the Billing provider on the visit is a non-billable provider then it is not considered a billable visit.

Exhibit R
OCHIN Workgroups

See attached Exhibit to be filled out by Member

Included: OCHIN will use a mix of web-based classroom, and online training delivery models to provide training to your staff who will be utilizing OCHIN Epic software on a day-to-day basis, such as providers, nurses, front desk staff, billers, and Site Specialists.

Not Included: OCHIN will not provide training to staff will not utilize OCHIN Epic software on a day-to-day basis, such as your human resource, IT, marketing, or payroll staff. OCHIN members are responsible for providing Epic training to their own staff after the install period is complete, whether by hiring internal Epic training staff or by contracting with the OCHIN Learning Institute to meet your ongoing Epic training needs.

Site Specialist training will be provided online. OCHIN will provide the trainings from the following list which are applicable to your organization.

Course Title	Course Description	Course Length
PM Super User Training	Prepares front desk super users and Site Specialists for assisting with Practice Management (PM) workflow decision-making, facilitating PM end user training, and providing go-live support to peers. Occurs shortly after the Training Kickoff.	16 hours
PM End User Training Front Desk Foundations Appointment Scheduling	Prepares front desk end users to use the Prelude application for patient registration and the Cadence application for patient scheduling. Occurs immediately prior to go-live.	8 hours
PM Ancillary Trainings	Prepares staff whose primary job duties include: • Scheduling Templates • Referral Work Queue • Release of Information (ROI) • Scanning & Indexing	• 8 hours • 4 hours • 2 hours • 2 hours
EHR Super User Training	Prepares clinical super users and Site Specialists for assisting with clinical workflow decision-making, facilitating EHR end user training, and providing go-live support to peers. Occurs shortly after the Training Kickoff.	24 hours
EHR End User Training Provider Foundations Support Staff Foundations	Prepares providers and clinical support staff (nurses and medical assistants) to use the EpicCare application for medical charting. Occurs immediately prior to go-live.	8 - 10 hours
EHR Navigator Trainings	Prepares specialists to use one of the following specialty navigators in the EpicCare application: • Behavioral Health • Case Management Navigator • HIV Navigator • OB Navigator • Optometry Navigator	4 hours each
Wisdom Scheduling	Prepares front desk staff to schedule dental appointments and procedures and to send dental x-rays. Occurs immediately prior to go-live. *Dental scheduling staff must complete PM End User prior to taking*	2 hours

	this course.	
Wisdom Back Office End User Training	Prepares dentists and dental support staff (hygienists and dental assistants) to use the Wisdom application for dental charting. Occurs immediately prior to go-live.	6 hours
Live Claims Testing	Prepares billing super users for testing the billing system with real claims. Occurs 90 days prior to go-live and is presented in the following series: • Live Claims Testing 1: Registration • Live Claims Testing 2: Charges • Live Claims Testing 3: Payment Posting	LCT1: 8 hours LCT2: 24 hours LCT3: 8 hours
Billing Foundations I	Prepares billing staff to use the Resolute application for billing and claims processing – Part One. Occurs the week of go-live.	28 hours
Billing Foundations II	Prepares billing staff to use Resolute – Part Two. Occurs three weeks after go-live. NOTE: OCHIN Billing Services clients receive a shorter version.	24 hours
Billing Manager Training	Prepares billing leadership to use the Graph Package, Finance Dashboard, and Financial Cubes to effectively manage your clinic's revenue cycle.	6 hours
Reporting Training	Prepares reporting staff to use Reporting Workbench and Healthy Planet to author and run reports. Occurs before go-live.	16 hours
Clarity 1: General Tables	Prepares report writers to use Clarity and Business Objects to author and run reports. This course is only provided to Business Objects Designer license holders; participants should take all four Clarity courses.	3 hours

Clarity 2: Clinical Tables	Prepares report writers to use Clarity and Business Objects to author and run reports. This course focuses on clinical tables specifically. This course is only provided to Business Objects Designer license holder; participants should take all four Clarity courses.	5 hours
Clarity 3: Financial Tables	Prepares report writers to use Clarity and Business Objects to author and run reports. This course focuses on financial tables specifically. This course is only provided to Business Objects Designer license holder; participants should take all four Clarity courses.	4 hours
Site Specialist Orientation	Prepares new Site Specialists for their role and for using OCHIN's Wiki and JIRA tools.	2 hours
Site Specialist Foundations	Prepares Site Specialists to use Site Specialist-only areas of Epic, including: • User Security • WebTools: Workstations, Printers, Order Transmittal, and Destination Maps • Printer Troubleshooting • Preference Lists • Patient Letters • Smart Phrases • Patient Merge • Lot Manager • Smart Lists • Record Viewer • Fee Schedule • Provider Master File • Chart Corrections • Referral Rules (optional) • In Basket Pools (optional) • Visit Types (optional)	28 hours

Exhibit T
Additional Uses and Disclosures

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

1.   **Background.**

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

   1.2   OCHIN has entered into an arrangement with the Social Security Administration ("SSA") to assist with SSA's process of confirming a patient's eligibility in the SSA disability program ("Program") and other uses directly related to the Program. OCHIN's arrangement with the SSA for this purpose requires OCHIN to participate in the electronic data exchange known as the National Health Information Network ("NHIN") under that certain Data Use and Reciprocal Support Agreement entered into by OCHIN on August 4, 2010 ("DURSA").[2] Member would like OCHIN to use and disclose PHI related to Member's patients on behalf of Member through the NHIN for purposes of confirming eligibility of Member's patient in the Program and other uses directly related to the Program.

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

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

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

4.   **Disclosures through Health Information Exchanges.** Member authorizes OCHIN to disclose PHI related to Member's patients through HIEs as may be requested and directed by Member as discussed in section 1.3. Member authorizes OCHIN to manage Member's requests for, and disclosures of, PHI from and to the other participants in HIEs. Member represents and warrants that all consents required under HIPAA for the transmission of PHI through an HIE shall have been obtained by Member and that the transmissions and disclosures requested by Member will be in furtherance of and in compliance with Member's permitted uses and disclosures of PHI as a covered entity under HIPAA. Member will indemnify, defend, and hold harmless OCHIN and its officers, directors, employees, and agents from and against all Claims arising from any improper use or disclosure of PHI and incurred as a result of Member's request or directive to use or disclose PHI through an HIE. This indemnification obligation will be in addition to all other indemnification obligations provided for in the Agreement.

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

Exhibit U
Implementation Plan

See attached for sample project plan;
Customized project plan will be developed after new member setup

Exhibit V
New Member Questionnaire

See attached New Member Questionnaire Completed by Member

Exhibit W
OCHIN MPLS Circuit Request Form

See attached form completed by Member

Exhibit X
Connectivity Schematic

See attached information

Acceptance Criteria

The following table specifies the acceptance criteria for each deliverable.

#	Deliverable	Acceptance Criteria	Cross Connection to Install Plan
1	Connectivity	OCHIN provided MPLS router has been delivered by OCHIN, installed by Member, and confirmed to be working.	Network Connectivity Tested Milestone
2	Epic EHR Implementation	Business and clinical processes for Member to complete check-in, provide ambulatory care for patients, bill and process claims are fully supported.	Go Live Milestone
3	Interfaces	Interfaces required for go live have been implemented and tested prior to go-live	Interfaces Milestone
4	Document Management and Scanning	Records staff are able to scan paper documentation and properly index it with a Patient's record within Epic.	Build Completed Milestone
5	Custom Development	Custom development in Epic that may have been contracted for is delivered and working to mutually agreed to specifications	
6	Unique Preference Lists	Shell for Member preference lists will be created and linked to Member location profile 30 days prior to go live so that Member can populate with specific criteria.	
7	Chief Complaint, FYI Flags	Chief Complaint and FYI flags are available 30 days prior to go live for testing and verification.	

8	Standard Workflows	OCHIN has provided the Member standard set of workflows. Workflows will be limited to what is available in OCHIN's current version of Epic without need for additional development by OCHIN or Epic unless otherwise contracted for.	Workflows Developed Milestone
9	Initial data load	Associated patient demographic data fields identified in specification provided by OCHIN are available in Epic production by go live date.	Data Conversion Milestone from initial to final loads
10	Data and Reporting	Provide the ability to develop and generate reports required for target measure tracking, auditing, and quality assurance. Reports provided by OCHIN will be limited to what OCHIN has available and requires that Member staff are utilizing workflows that support the reports.	
11	Plan for abstraction in Epic of paper charts	Standard recommendations for chart abstraction to Epic have been provided.	n/a
12	Training and initial go-live support plan	Plan for training of Members has been delivered Plan for on-Member support has been delivered	Training Milestones
13	Training and initial go-live support	Provides training according to approved training plan Provides initial go-live support according to approved go-live support plan	
14	Support Plan	Plan for ongoing support at Members has been delivered	Handoff to Member Care Team and Milestone

Exhibit Z1
Business Continuity Access

This Amendment to Master System Agreement ("Amendment") is entered into by and between OCHIN, Inc. ("OCHIN") and your organization ("Member") and is effective as of member go live date ("Effective Date").

RECITALS

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

B. OCHIN and Member desire to amend the terms of Agreement to include the additional terms described below.

Agreement

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

1. **Business Continuity.** Pursuant to Epic requirements governing Member's access to and use of EMR and the System, Member hereby adopts and implements the Business Continuity Plan ("BCP") indicated by Member on the attached Exhibit AA "Business Continuity Access Requirements," such exhibit to be added to the Agreement as Exhibit AA. In addition, Member hereby adopts and implements all other Business Continuity Access Requirements identified on Exhibit AA. Member's BCP will be subject to the access fees indicated on Exhibit P and payable upon the terms and conditions described in Section 13.1 of Exhibit B. Access fees are subject to change by the OCHIN Board of Directors as provided in Exhibit B.

2. **Lab Demographic Errors.** Member hereby acknowledges and agrees that, to the extent Member uses the services of a third party lab ("Lab"), Member shall be solely responsible for all Lab-generated Information and demographics. Member will be solely responsible for ensuring that Lab-generated demographic information matches the Epic demographic information for each applicable patient prior to transmission of any Lab information or data. OCHIN will not be responsible or liable for any Lab information that is improperly filled due to mismatched demographic information. Member will be solely responsible for monitoring transmissions of Lab information, for ensuring that such information is accurately filed, and resolving and correcting any errors in a timely manner.

3. **Effect of Amendment.** This amendment modifies the Agreement. The Agreement, as amended by this Amendment, is in full force and effect. In the event of any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control.

Exhibit AA
Business Continuity Access Requirements

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

1. **Purpose.** The purpose of this exhibit ("Exhibit") is to identity Member's obligations for responding to an emergency or other occurrence that damages or destroys Member's access to patient information maintained using the System ("Access Failure"). It is the intent of OCHIN and Member that this Exhibit will meet Epic requirements regarding the access to patient data in the event of an Access Failure and will also meet Epic's Good Maintenance and Accreditation requirements.

2. **Business Continuity Access Requirements.** In the event of an Access Failure, and for so long as the Access Failure continues, Member is responsible for maintaining and will maintain access to a physical copy of the Member's scheduled appointments and all relevant patient clinical data for each patient on the schedule. The requirements of this Section 2 will not apply if Member ceases clinical operations during the Access Failure.

3. **Business Continuity Plan.** In addition to the requirements of Section 2, Member hereby adopts and implements the Business Continuity Plan as indicated by Member below (please circle one of the two options below):

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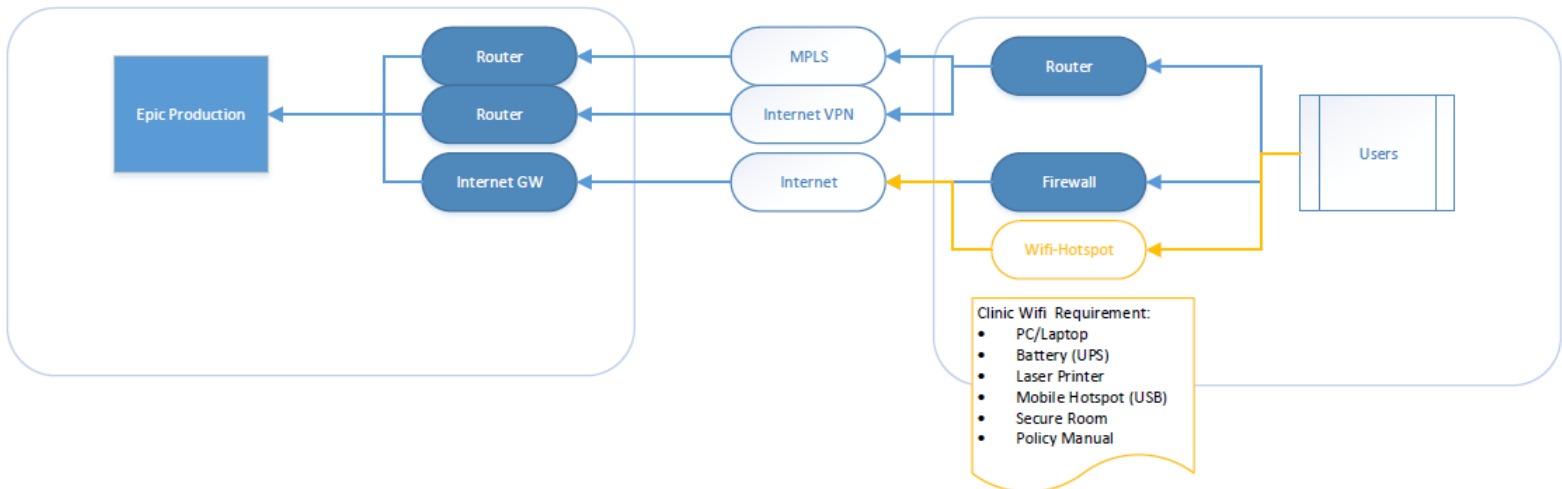

Z1-2

Exhibit Z2

Data Conversion

Data Conversion Scope will be added to contract packet and Schedule P as applicable

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

B.   Available Modules. This Exhibit outlines Member's agreement to purchase the Wisdom Modules listed below:

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

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

C.   MiPACS Software License. OCHIN has procured a license for a picture archiving and communication system (PACS) to provide storage and access to images that will be integrated into the Wisdom Modules. This software (referred to herein as "MiPACS") will be sublicensed to Member.

D.   Fees. Fees and payment terms for the Wisdom Modules and MiPACS license are set forth in Exhibit P(1).

E.   Data Conversion. Notwithstanding any other provision of the MSA or any Exhibit to the contrary, OCHIN will not be responsible for converting demographic or other data on behalf of Member with respect to the Wisdom Modules. Data conversion services and hardware will be separately negotiated and priced.

F.   Member Responsibilities: Member is responsible for obtaining, installing and maintaining a separate, dedicated server and associated hardware necessary for use of the MiPACS software. The following terms and conditions will apply to the procurement and maintenance of the hardware and Member's use of the MiPACS and Wisdom software:

- MiPACS requires the provisioning of a server at each dental location. The specific specifications for the MiPACS server requirements are found within the OCHIN Recommended Hardware Requirements Guide. It is the responsibility of the member to secure the appropriate server(s) required in addition to providing the set-up.
- The server shall be dedicated solely to the running of the MiPACS software and shall not be used for the operation of any other service or function by Member or its employees or affiliates.
- Member shall purchase and maintain next business day hardware replacement and onsite support from the hardware manufacturer.
- The operating system shall be covered by Microsoft Software Assurance maintenance license at all times.
- Service accounts will be used (standard naming convention) for running the MiPACS software.
- Emergency service (administrative) account will be locally created and enabled when needed.
- Member will grant OCHIN access to the Member's MiPACS server console at all times via OCHIN's private network to install upgrades and otherwise ensure proper integration with the System and OCHIN's data warehouse. Access

will include: 24/7 remote desktop access to the server console at the administrative level for each user (named accounts to local machine); enabling of SNMP/WPI monitoring to OCHIN's hardware monitoring system; and physical access to the server console.

- Member will procure imaging sensors for use with MiPACS (outlined in OCHIN recommended hardware requirements).
- Member staff will be required to complete training at the Member's expense on the support of MiPACS software and image device calibration.
- Member will comply with the requirements of the Epic License Agreement with respect to the Wisdom Modules and ensure that Member's staff are properly trained and do not misuse the Wisdom or MiPACS software.

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

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

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

I.   **Disclaimer of Warranties.** OCHIN makes only those representations and warranties regarding components of the System that Epic and other licensors make to OCHIN regarding those components. Accordingly, OCHIN provides the Wisdom Modules and the MiPACS software "AS IS" without any warranty, express or implied, and OCHIN hereby disclaims any and all such warranties including without limitation warranties of merchantability, accuracy, fitness for a particular purpose and title, and any implied warranty against interference with Member's enjoyment of the program property or against infringement.

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

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

Mayers Memorial Hospital District

Board of Directors
Quality Committee
Minutes
October 14, 2020 @ 12:00 PM
Fully Remote Zoom Meeting

These minutes are not intended to be a verbatim transcription of the proceedings and discussions associated with the business of the board's agenda; rather, what follows is a summary of the order of business and general nature of testimony, deliberations and action taken.

1	**CALL MEETING TO ORDER:** Board Chair Laura Beyer called the meeting to order at 12:05 pm on the above date.		

BOARD MEMBERS PRESENT:	**STAFF PRESENT:**
Laura Beyer, Secretary Jeanne Utterback, Director	Louis Ward, CEO Candy Vculek, CNO Keith Earnest, CCO Jack Hathaway, Director of Quality Libby Mee, Director of HR Daryl Schneider, Physical Therapy David Ferrer, Respiratory Amanda Harris, Telemedicine Dawn Jacobson, Infection Control Jessica DeCoito, Board Clerk
ABSENT:	

2	**CALL FOR REQUEST FROM THE AUDIENCE – PUBLIC COMMENTS OR TO SPEAK TO AGENDA ITEMS**		
	None		
3	**APPROVAL OF MINUTES**		
	3.1	A motion/second carried; committee members accepted the minutes of September 9, 2020	*Utterback, Ward*	Beyer – Y Utterback – Y
4	**REPORTS: QUALITY FACILITIES: NO DEPARTMENT REPORTS**		
	4.1	**Pharmacy - Hospital:** We had state inspection in July. Only issue was on Narcotic Reconciliation – mostly on how they wanted the report to look. State renewed on the 28th! Barrier Isolator issues were resolved.		
5	**REPORTS: QUALITY STAFF**		
	5.1	**Worker's Comp Quarterly Report:** Working with Dana and BETA on the work comp program. Working on directing this program to the wellness of our employees – lots of domains for our employee's wellness like ergonomics. Excited to have Dana on our team to help with employee wellness, especially in the COVID environment and the stress brought on by it.		
6	**REPORTS: QUALITY PATIENT SERVICES**		
	6.1	**Telemedicine:** Restarted the Take 4 Counseling at the school sites. Burney Elementary is short staffed, so Amanda is covering for the time being. Very busy in Telemed with Rheumatology appointments picking up. Working on carryover funds to offer services to staff and teachers at schools. Clinic Telemed options are being discussed.		
	6.2	**Cardiac Rehab:** equipment is being maintained with the help of maintenance.		
	6.3	**Physical Therapy:** Utilizing the Translator service on the phone to help with our language gaps with patients. This has helped with gaining more patients from the Hispanic community. Looking into a video service for our patients who use a translator, so we can have the visual presence.		

	6.4	**Respiratory:** Working on performing Pulmonary Function Tests and training Odessa to perform those on her own. Starting to plan something with Val to start marketing more for Respiratory. Wanting to open a Pulmonary Rehab Clinic but with COVID, we aren't able to start that process. Opportunities for Respiratory Fit Testing with farm workers and local chemical companies. Respiratory staff went around to the local schools and provided free of charge fit testing.
	6.5	**Retail Pharmacy:** While we have made great strides in the inventory process, we still have areas for improvement. And we are still experiencing issues with Frontier services. And creates an impact on software updates, workflow processes, etc. Flu Shots are occurring Tuesdays and Thursday from 2:00 pm to 4:00 pm – each time is around 10 to 20 individuals.
	6.6	**SNF Events/Survey:** Activities Director Sondra Camacho is working really hard to keep our Residents busy. Currently planning on a Haunted Halloween and Fall Festival. Trying to come up with alternate plans for the holiday season as we foresee no changes in the visiting restrictions. Standard workflows are being created for both facilities as we have noticed charting errors. Hired 3 of 4 positions for non-clinical staff, and have been very helpful thus far for our nursing staff. CNA's from Shasta College course has 4 from the previous class that will join our team. And we have 4 more students enrolled for the next class.
	6.7	**Infection Control:** In the middle of employee flu shots. COVID testing has been great so far with employees remembering to go.
	6.8	**Hospice Statistical Report:** Our average length of stay is very short compared to the national average. Patient Days fluctuate. But we would like our hospice patients to be referred earlier than what we are seeing now.
7	**REPORTS: QUALITY FINANCES: NO REPORTS**	
8	**DIRECTOR OF QUALITY**	
	8.1	Hospice: Mock Surveryor came in with Hospice and helped us work through our issues, so we can be prepared for our actual survey. Analyzed a lot of responses from family members and interesting to see that everyone should look at Hospice as a celebration of life. Prime updated: Prime submission has been reviewed for completion. Now moving into a deeper clinical aspect. And then will work into a closeout. Val has been creating a video for Prime.
9	**New Business**	
	9.1	**Patient Activation Measure:** Learned about this at the ACHD Conference. Thoughts were that this might be interesting and helpful for our patients in helping them manage their own health and healthcare.
10	**ADMINISTRATIVE REPORT:** COVID Update: big difference in the last month within Shasta. This time last month 612 cases (March to September), 17 active and 12 deaths. As of 10/14/2020: 1597 cases, 180 active, 25 deaths. Expected to move into the Purple Tier. This increase made us put a hold on our SNF visitation plans. We are hiring a screening position for the front lobby door to help. Testing guidelines are being discussed and based on the current resources we have. Setting up private area for individuals needing COVID testing to pull into the ER and call a number. Working on protocols for when Employees call in sick or have questions about symptoms they or their family members are experiencing. All vendors are going through the screening process for COVID reasons. Org Analysis is due October 19th. Employee Benefit Enrollment is due October 21st. Think Pink Day is October 15th. Burney Clinic is moving along nicely and excited for the progress in the next month. Nurse Call Project is going to begin in Acute wing.	
11	**OTHER INFORMATION/ANNOUNCEMENTS**: NONE	
12	**ANNOUNCEMENT OF CLOSED SESSION:**	

	Government Code Section 54962: Medical Staff Credentials
	    <u>Staff Status Change to Inactive</u>
	    1. Kenneth Childers, CRNA
	    2. Darla Schmunk, NP
	    3. Thomas Peterson, NP
	    4. Kirk Lott, CRNA
	    5. Eric Stirling, MD
	    6. Chuck Colas, MD
	    7. Rebecca Dyson, MD
	    8. Peter Halt, MD
	    9. Michael Maloney, MD
	    10. Scott Bleazard, MD
	    11. Suzanne Aquino, MD
	    12. Hanna Bae, MD
	    13. Baharak Bagheri, MD
	    14. Daniel Baker, MD
	    15. John Boardman, MD
	    16. James Brull, DO
	    17. Annemarie Buady, MD		

Public records which relate to any of the matters on this agenda (except Closed Session items), and which have been distributed to the members of the Board, are available for public inspection at the office of the Clerk to the Board of Directors, 43563 Highway 299 East, Fall River Mills CA 96028. This document and other Board of Directors documents are available online at www.mayersmemorial.com.

	18. Dennis Burton, MD 19. Courtney Carter, DO 20. Lillian Cavin, MD 21. Charles Gould, MD 22. Todd Greenburg, MD 23. Jeff Grossman, MD 24. Kristen Grubb, MD 25. Morgan Haile, MD 26. James Haug, DO 27. Kyle Henneberry, MD 28. Miriam Hulkower, MD 29. Frederick A. Jones, MD 30. Perry Kaneirya, MD 31. Russell Kosik, MD 32. Bao Nguyn, MD 33. Austin Peters, DO 34. William Phillips, MD 35. Asti Pilika, MD 36. Teppe Popovich, MD 37. Peter Reuss, MD 38. Anjali Roy, MD 39. William Rusnack, MD 40. Shree Shah, MD 41. Frank Snyder, MD 42. Brent Tilseth, MD 43. Joseph Trudeau, MD 44. Charles Westin, MD 45. Aaron Wickley, MC 46. Anthony Willis, MD 47. Yuming Yin, MD AHP Appointment 1. Lewis Furber, JR, FNP Medical Staff Reappointment 1. David Panossian, MD – Pulmonary Care 2. Julia Mooney, MD – Pathology 3. Stephen McKenzie, MD – Family Medicine Medical Staff Appointment 1. Kelly Kynaston, DO – Infectious Disease 2. Mietsy Woodburn, MD – Neurology 3. Stephen Hofkin, MD – Radiology 4. Don Chin, MD - Radiology
13	**RECONVENE OPEN SESSION** - Approval of credentials were moved, seconded and carried.
14	**ADJOURNMENT: 2:00pm** - Next Regular Meeting – November 11, 2020

The following are the new and Revised Policies and Procedures that have been approved by the Policy and Procedure Process. These policies and procedures have been put in the appropriate hospital manuals.

Date:	**For Quarter Ending**
October 2, 2020	**September 30, 2020**

Department	Document	New/Revised/Retired
Activities	FAMILY COUNCIL MEETING MMH339	Revised
Activities	Swing Bed Quality of Life (Activities)	Revised
Acute - Med Surg	Acute Care Admission Assessment Record Form MMH155	Revised
Acute - Med Surg	AIDET Assessment	New
Acute - Med Surg	AIDET Practice Tool	New
Acute - Med Surg	AIDET Staff Observation & Feedback	New
Acute - Med Surg	AIDET Staff Presentation	New
Acute - Med Surg	AM Care - Med Surg & Swing	Retired
Acute - Med Surg	Authorization for Autopsy CHA 3-2003 MMH309	Revised
Acute - Med Surg	Catheterization Male/Female Indwelling (Foley) with Closed Drainage System	Retired
Acute - Med Surg	Coroner, Reportable Deaths to	Revised
Acute - Med Surg	Discharge Planning Record - MMH228	Retired
Acute - Med Surg	HS Care, Acute	Retired
Acute - Med Surg	Identification, Patient	Revised
Acute - Med Surg	Injection, Intramuscular	Revised
Acute - Med Surg	Nursing Progress Notes MMH537	Revised
Acute - Med Surg	Patient Assessment Record MMH157	Revised
Acute - Med Surg	Physician Orders Newborn MMH12	Revised
Acute - Med Surg	Physician, Notification of	Revised
Acute - Med Surg	Record of Death Permit to Release Body MMH332	Revised
Acute - Med Surg	Sling Application	Retired
Acute - Med Surg	Syringe Pump	Revised
Acute - Med Surg	Transcutaneous Bilichek Monitor, Use of	Revised
Board of Directors	Board Meetings -- Location, Time, Date and Quorum	New
Business Office	HHS POVERTY GUIDELINES - 75% MMH388	Revised
CAH	Staffing and Staff Responsibilities	Revised
Cardiac Rehab	Cardiac Rehabilitation-Phase III	Revised
Disaster	Annual Evaluation of the Effectiveness of the Program Form MMH364	Revised
Disaster	Disaster Call Tree	Revised
Disaster	Emergency and Critical Incident	Revised
Disaster	Emergency Management Committee	Revised
Disaster	Emergency Management Program Manager Responsibilities	Revised
Disaster	Emergency Operations Plan	Revised
Disaster	Emergency Operations Plan Activation Evaluation Form MMH387	Revised
Disaster	Emergency Operations Plan-Exercises and Improvement Plans	Revised
Disaster	Emergency Water Supply Check Off Sheet MMH503	Revised
Disaster	Fatality Management Plan - Mortuary Services	Revised
Disaster	Fire, Fire Drill -Internal Disaster Plan	Revised
Disaster	Hazard Vulnerability Analysis Tool	Revised
Disaster	HICS 205 - Incident Communication Log	Revised
Disaster	HICS 213 - Incident Message Form	Revised
Disaster	HICS 253 Volunteer Staff Registration	Revised
Disaster	HICS 254 - Disaster Victim/Patient Tracking Form	Revised
Disaster	HICS- Incident Management Team Chart MMH355	Revised
Disaster	Incident Command Staff Identification	Revised
Disaster	Incident Commander	Revised
Disaster	P.I. Outcome Evaluation Emergency Management Program MMH442	Revised
Disaster	Performance Improvement Monitoring and Evaluation Plan, Emergency Management Plan MMH366	Revised
Disaster	Power Failure Contingency	Revised
Disaster	Safety/Security Report	Revised
Disaster	Traffic Control - Emergency Management	Revised
Emergency Department	Broselow Medication List MMH539	Revised
Emergency Department	Codes Paging	Revised
Emergency Department	Emergency Room Record MMH203	Revised
Emergency Department	Fetal Demise	Revised
Emergency Department	FOCUS-PDCA-handout2	Revised
Emergency Department	Healthcare Emergency	Revised
Emergency Department	Infant Security	Revised
Emergency Department	Nasogastric Intubation	Revised
Emergency Department	Performance Improvement Plan ER Nursing Services	Revised
Emergency Department	Request for Patient Information MMH67ED	Revised
Emergency Department	Resuscitation Record MMH525	Revised
Environmental Services	Absentee Replacement - Environmental Services	Revised
HIM	Deceased Records, Handling of Paper Records	Revised
HIM	Direction and Staffing - HIM	Revised
HIM	Hours of Operation-Accessibility of Medical Records	Revised
HIM	Mission Statement - HIM	Revised
HIM	Newborn Automatic Number Assignment (NANA) MMH419	Revised
HIM	Patient Rights - Health Record System	Revised
HIM	Request for Patient Information MMH67	Revised

HIM	Retention and Destruction of Medical Records - HIM	Revised
Hospice	CADD Cleaning Log MMH682	New
Human Resources	Corrective Action Notice	Revised
Human Resources	Discipline Corrective Action	Revised
Human Resources	Safety Guidelines, General	Retired
Human Resources	Smoke and Tobacco Free Campus	Revised
Human Resources	Telecommute	Revised
Imaging	Consent Form for CT-IVP MMH206	Revised
Infection Control	Hand Hygiene	Revised
Infection Control	Health Care-Associated Infection Line Listing	Retired
Infection Control	Health Care-Associated Infection Worksheet by Site and Organism	Retired
Infection Control	Health Care-Associated Surgical Site Infections Worksheet by Surgical Service	Retired
Infection Control	Infection Control Procedures for Pandemic Influenza	Retired
Infection Control	Influenza A H1N1 Control Plan	Retired
Infection Control	Influenza Religious Accommodation Form MMH446	Retired
Infection Control	Influenza Vaccination Reasonable Accommodation Form MMH448	Retired
Infection Control	Influenza Vaccine Consent - Employee MMH316A	Revised
Infection Control	Influenza Vaccine Consent - Non-Employee MMH316B	New
Infection Control	Medical Waste Management Guidelines Chart MMH70	Revised
Infection Control	Medical Waste Management Plan & Certification	Revised
Infection Control	Medical Waste Transport Log MMH651	Revised
Infection Control	Needles Sharps, Handling & Disposal	Retired
Infection Control	Outbreak Investigation	Revised
Infection Control	Outbreak Investigation FORM MMH71	Revised
Infection Control	Seasonal Influenza Vaccination for Employees, Contracted and Volunteer Staff, Patients and Residents	Retired
Infection Control	Varicella Vaccination Consent Form MMH381	Retired
Infection Control	Varicella Vaccination Declination Form MMH376	Retired
IT - Information Technology	Information Technology Support Policy	New
IV-Med	Controlled Drug Distribution	Revised
IV-Med	Crotalidae Polyvalent Immune Fab (Crofab) Administration Guidelines	Revised
IV-Med	Discharge Prescriptions - Discharge Teaching	Revised
IV-Med	Potassium Parenteral	Revised
IV-Med	Saline Lock and Flush	Retired
IV-Med	Saline, Hypertonic	Revised
IV-Med	Scope of Service Pharmacy	Revised
IV-Med	Topical Medication Administration	Revised
IV-Med	Transdermal Drug Delivery System (Patch) Application	Revised
IV-Med	Vasoactive Drips -- Intropic Nursing Administration	Revised
IV-Med	Warfarin (Coumadin) Safety	Revised
Lab	Sterility Monitoring Log, End Product Testing MMH41	Retired
Medical Staff	Bylaws, Medical Staff	Revised
Medical Staff	Infectous Disease Clinical Privileges	New
Medical Staff	Infectous Disease Clinical Privileges	Retired
Medical Staff	Internal Medicine Core Privileges	Revised
Medical Staff	Orthopedic Surgery Core Privileges	New
Medical Staff	Pathology Core Privileges	Revised
Medical Staff	Privileges in Neurology, Telemed	New
Medical Staff	Radiology Core Privileges	Revised
Medical Staff	RheumatologyTelemedicine Core Privileges	Revised
Medical Staff	Rules, Medical Staff	Revised
Outpatient Medical	Peripheral IV Placement: Standards of Care Guidelines for IV Therapy	Revised
Patient Access	Discount Payment Policy	Revised
Pharmacy	Administration of Suppositories, Rectal	Revised
Pharmacy	Assessment of Risk USP 800 MMH681	New
Pharmacy	Controlled Substance Disposal Record Form MMH584	Revised
Pharmacy	Emergency Department Medication Dispensing	Revised
Pharmacy	Emergency Pharmacy Service and Emergency Kits - SNF	Revised
Pharmacy	Fentanyl (Duragesic) Patch Disposal Acute	Revised
Pharmacy	Fentanyl Transdermal System (Duragesic) Prescribing and Administration Guidelines	Revised
Pharmacy	HANDLING HAZARDOUS DRUGS	Revised
Pharmacy	High Alert Medication Flow Sheet MMH326	Revised
Pharmacy	Hospital Pharmacy Security	New
Pharmacy	Intravenous Drug Guidelines	Revised
Pharmacy	Medication Crushing Guidelines	Revised
Pharmacy	Medications Not Covered by Third Party Payers - SNF	Revised
Pharmacy	Medications That Should Not Be Abruptly Discontinued	Revised
Pharmacy	Medications With Significant Anticholinergic Properties	Revised
Pharmacy	Meter Dose Inhaler Administration	Revised
Pharmacy	Metered Dose Inhalers, Labeling of	Revised
Pharmacy	Oral Solids Decision Tree	New
Pharmacy	Parenteral Products Scope of Practice	Revised
Pharmacy	Sanitizing Barrier Isolator During COVID-19	New
Pharmacy	SNF Drug Reorder Sheet MMH179	Revised
Pharmacy	Tablets, Splitting	Revised
Pharmacy	Vaccine Storage, Refrigerator Monitoring	Revised
Pharmacy	Vasoactive Drips Nitroglycerin (Tridil) Infusion	Revised
Pharmacy - Sterile Compounding - Pharma	Barrier Isolator, Operation Of	Revised
Pharmacy - Sterile Compounding - Pharma	Barrier Isolator, Sanitizing and Cleaning and Segregated Compounding Area Cleaning	New
Pharmacy - Sterile Compounding - Pharma	Barrier Isolator, Sanitizing and Cleaning and Segregated Compounding Area Cleaning	Retired
Pharmacy - Sterile Compounding - Pharma	Master Formulas IV Products	Revised

Physical Therapy	Specialized Rehabilitative Services - Swing Bed	Revised
Preprinted Orders	Physician Orders - Acute Coronary Syndrome/Acute Myocardial Infarction MMH281	Revised
Preprinted Orders	Physician Orders - Cardiac Rehab Referral MMH590	Revised
Preprinted Orders	Physician Orders - Diltiazem Infusion MMH22	Revised
Preprinted Orders	Physician Orders - Fentanyl Patch MMH406	Revised
Preprinted Orders	Physician Orders - Orthopedic Preoperative Inpatient MMH1	Revised
Preprinted Orders	Physician Orders - Orthopedic Preoperative Outpatient MMH2	Revised
Purchasing	Inventory Transaction Corrections	Revised
Purchasing	Outdate Verification Log Departments MMH600	New
Purchasing	Outdate Verification Log Supply Room MMH601	New
Purchasing	Product Substitutions	Revised
Purchasing	Transfer of Surplus Equipment/Property	Revised
Purchasing	Vendor Shipping Errors	Revised
Respiratory Therapy	Oxygen Hoods, Infant	Retired
Respiratory Therapy	Physicians Order - Pulmonary Rehabilitation MMH524	Revised
Respiratory Therapy	Respiratory Care and Treatment Cart, Emergency - SNF	Revised
Respiratory Therapy	Respiratory Cart Supply List - SNF MMH547	Revised
Respiratory Therapy	Ventilator Flow Sheet MMH301	Revised
Safety	Active Shooter	Revised
Safety	Decorations-Fire Safety	Revised
Skilled Nursing	Admission Intake MMH232	Retired
Skilled Nursing	Communication, Nursing and Physician	Revised
Skilled Nursing	Discontinued Medication Log MMH574	Revised
Skilled Nursing	Emergency/Disaster Management - SNF	Revised
Skilled Nursing	Insulin Injections, Site Rotation	Revised
Skilled Nursing	McGeer Criteria for UTI MMH623	Revised
Skilled Nursing	Narcotic Control Sheet for 1/2 Tablets MMH582B	Revised
Skilled Nursing	Narcotic Control Sheet for Liquids MMH582C	Revised
Skilled Nursing	Narcotic Control Sheet for Whole Pills and Tablets MMH582A	Revised
Skilled Nursing	Nurses weekly update MMH133	Revised
Skilled Nursing	Pandemic Corona Virus COVID19 Plan - SNF	Revised
Skilled Nursing	Patient Lift Policy	Revised
Social Services	Admission Intake Form-SNF	Retired
Surgery	Colonoscopy	Revised
Surgery	PREOPERATIVE NURSING RECORD MMH92	Revised
Telemedicine	ENDOCRINOLOGY SERVICES, Telemedicine	New
Telemedicine	INFECTIOUS DISEASE SERVICES, Telemedicine	Revised
Telemedicine	Neurology Services, Telemedicine	Revised
Telemedicine	Nutrition Services, Telemedicine	Revised
Telemedicine	PSYCHIATRY SERVICES IN THE SKILLED NURSING FACILITY, Telemedicine	New

MAYERS MEMORIAL HOSPITAL DISTRICT
POLICY AND PROCEDURE
CHARITY CARE POLICY

Page 1 of 5, plus the following attachments
HHS Poverty Guidelines – 75% MMH388
HHS Poverty Guidelines – 350% MMH389

POLICY:

Mayers Memorial Hospital District realizes the need to provide service to patients who cannot otherwise afford health care. This policy is to provide financial assistance to patients who have health care needs and are uninsured, under-insured, ineligible for a government program, and are otherwise unable to pay for medically necessary care based on their individual needs. A graduated schedule based on the annual HHS Poverty Guidelines, as well as assessment of the patient's monetary assets will be used to determine the qualifying income and asset levels of applicants. Guidelines are subject to change yearly based on the HHS Poverty Guidelines. Understanding this need, the hospital has chosen to fulfill their responsibility to the community by adopting the following Charity Care Policy.

PROCEDURE:

1. **Standard Eligibility Criteria for Participation in the Charity Care Program:**
   a. A patient qualifies for Charity Care if all of the following conditions are met:
      i. The patient does not have private health insurance (including coverage offered through the California Health Benefit Exchange), Medicare, or Medi-Cal as determined and documented by the hospital;
      ii. The patient's injury is not a compensable injury for purposes of workers' compensation, automobile insurance, or other insurance as determined and documented by the hospital;
      iii. The patient's household income does not exceed 75% of the Federal Poverty Level; **and**
      iv. The patient's allowable monetary assets do not exceed $5,000;
         1. In determining a patient's monetary assets, the hospital **shall not** consider: retirement or deferred compensation plans qualified under the Internal Revenue Code; non-qualified deferred compensation plans; the first ten thousand dollars ($10,000) of monetary assets, and fifty percent (50%) of the patient's monetary assets over the first ten thousand dollars ($10,000).
2. **Special Eligibility and Enrollment Exceptions:**
   a. High Medical Costs/Medically Indigent:
      i. A patient whose family income does not exceed 350% of the federal poverty level and their annual out-of-pocket medical expenses for non-elective/medically

necessary services with Mayers Memorial Hospital District and other health care providers exceed 10% of the patient's family gross income in the prior 12 months, would then be considered as "Medically Indigent" as defined by AB774.

    1. For those who have been informally determined to be Medically Indigent, or have incurred high medical costs will be offered to complete a Charity Care application by the Financial Counselor.

    2. Supporting documentation to show what medical expenses have been paid in the prior 12 months is required to determine eligibility.

  b.   Homeless/Indigent Patients:

    i.   Patients who are determined to be indigent/homeless by either clinical documentation or are unable to provide sufficient demographic information such as a mailing address, phone number, or residential address will/can be considered for Charity Care.

    1. No application will be required by a patient who has been determined to be indigent/homeless.

    2. Only emergent/medically necessary services will be considered. Should a patient who presents for outpatient services, financial counseling will be done at the time of service.

  c.   Deceased - No Estate:

    i.   Upon receipt of confirmation that a patient is deceased and who has no estate, third party coverage, or spouse, will be automatically eligible for Charity Care upon receipt of the following items.

    1. Notification from county in which patient expired in.

    2. Received copy of death certificate from patient family notifying MMHD of death and no estate exists.

    3. Confirmation that patient does not have a living spouse who would be liable for outstanding/unpaid debt.

    4. Confirmation from another facility of patients' expiration and that no estate or pending probate exist.

    5. Upon notification from collections agency that collections accounts are being cancelled due to deceased/no estate.

    6. Knowledge that patient has expired based on clinical documentation for services provided by MMHD.

  d. Administrative Charity Care:

    i.   In cases where medically necessary services are provided to a patient who has been screened by the Financial Counselor, and it has been determined that the patient is unable to complete the standard application process due to medical, social, or other documented circumstances, charges may be considered for Charity Care on a case by case basis.

    1. Account(s) should be written up for Charity Care adjustment with all supporting documentation attached and be presented to the Financial Director and Chief Executive Office for approval.

3. Standard Enrollment Process:

  a. An informal determination of Charity Care eligibility will be determined by the Patient Financial Counselor, and the applicant may choose to fill out an application based on the recommendation of the Patient Financial Counselor; however, the recommendation of the

   Patient Financial Counselor is not required in choosing to fill out the Charity Care Application.

b. Upon being submitted for consideration by the Patient Financial Counselor, all properly submitted applications will be reviewed and considered for implementation within 10 business days.

c. All application packets must be filled out completely and accurately with each of the following required documentation attached to be considered:
    i.   Documentation of non-coverage from Medi-Cal for the service on the date performed;
    ii. ii. Documentation of household income, as provided by:
         1. Current W-2 withholding form or Income Tax statement form from the previous year, **or**
         2. Pay stubs from the previous three months
    iii. iii. Documentation of monetary assets, to include:
         1. Most current bank statement, and any additional information or statements on all monetary assets
            a. Statements on retirement or deferred-compensation plans qualified under the Internal Revenue Code, or nonqualified deferred-compensation plans **shall not** be included
         2. Signed waiver or release from the patient or the patient's family, authorizing the hospital to obtain account information from financial and/or commercial institutions, or other entities that hold or maintain monetary assets, to verify their value
    iv. Completed Medicare Secondary Payer (MSP) Questionnaire indicating the patient's injury is not a compensable injury for purposes of workers' compensation, automobile insurance, or other insurance

d. Any additional accounts with outstanding balances at time of application will be screened for Charity Care eligibility using the same information collected above.

e. Verification of accuracy of application information, including contacting employers for verification of employment, will be made.

f. A letter of either approval or denial will be submitted to each applicant:
    i.   The approval letter will include a demand statement for the service in question with adjustments and a balance of zero dollars ($0), and contact information for any questions that may arise;
    ii. The denial letter will include: reason for denial; indication of potential eligibility under the Discount Payment Program, Payment Plan Program, or other self-pay policy; and information and request to contact the Patient Financial Counselor as soon as possible.

g. Any additional services rendered up to a year after the submission date of an approved Charity Care Application will additionally require: updated documentation of non-coverage for the service on the date performed; and a completed MSP Questionnaire indicating the patient's injury is not a compensable injury.

h. Any disputes regarding a patient's eligibility to participate in the Charity Care Program shall be directed to the Business Office Manager and will be resolved within 10 business days:

   i. If it is determined that the patient is ineligible to participate, the number of days spent on dispute resolution shall not be counted toward the minimum 150 days prior to reporting any amount to a credit reporting bureau.

4. **Participant Accounts Maintenance:**
   a. A folder for each Charity Care applicant will be created, and will include the following items:
      i. Patient information and application
      ii. A copy of every correspondence between Mayers Memorial Hospital and the participant
      iii. Detailed bills on all accounts to be included in the application
      iv. Adjustment form with adjustments taken on accounts
      v. Any additional notations and pertinent information

5. **Availability of the Charity Care Policy:**
   a. Notice of the Charity Care Policy shall be posted in the following locations:
      i. Emergency department
      ii. Billing office
      iii. Admissions office
      iv. Laboratory
      v. Imaging
      vi. Station III
   b. In the event of the hospital providing service to a patient who has not provided proof of coverage by a third party at the time the care is provided or upon discharge, the hospital shall provide a notice to the patient that includes, but is not limited to:
      i. A statement of charges for services rendered by Mayers Memorial Hospital District; and
      ii. A request that the patient inform Mayers Memorial Hospital District if the patient has health insurance coverage, Medicare, Medi-Cal or other coverage, and if the patient does not, that the patient may be eligible for such coverage, and can obtain an application for such coverage from Mayers Memorial Hospital District; and
      iii. A statement that indicates the patient may qualify for Charity Care if they meet the eligibility criteria set forth in this policy; and
      iv. The name and telephone number of the Patient Financial Counselor from whom the patient may obtain information about the Charity Care policy and other assistance policies, and about how to apply for that assistance.

REFERENCES:

The processes and procedures described above are designed to comply with CA SB 1276 (Chapter 758, Statutes of 2014), CA AB 774 (Statutes of 2006) and SB 350 (Chapter 347, Statutes of 2007). Questions regarding SB 1276, AB 774 and SB 350 can be addressed by the Patient Financial Counselor or by California's Office of Statewide Health Planning and Development's website, at http://www.oshpd.ca.gov/hid/products/hospitals/fairpricing/index.html.
http://aspe.hhs.gov/poverty/14poverty.shtml

COMMITTEE APPROVALS:
Chiefs: 10/20/2020

MAYERS MEMORIAL HOSPITAL DISTRICT

2020 HHS POVERTY GUIDELINES

Persons in Family or Household	200% US Poverty Level 80% Discount	250% of US Poverty Level 60% Discount	300% of US Poverty Level 40% Discount
1	$25,520	$31,900	$38,280
2	$34,480	$43,100	$51,720
3	$43,440	$54,300	$65,160
4	$52,400	$65,500	$78,600
5	$61,360	$76,700	$92,040
6	$70,320	$87,900	$105,480
7	$79,280	$99,100	$118,920
8	$88,240	$110,300	$132,360
For each additional person, add	$4,480		

To determine discount eligibility:

1. Count the number of persons in your family/household

    a. For persons 18 years of age and older, spouse, domestic partner and dependent children under 21 years of age, whether living at home or not

    b. For persons under 18 years of age, parent, caretaker relatives and other children under 21 years of age of the parent or caretaker relative

2. Calculate the household income

3. Sliding across the row corresponding to the number of persons in your family/household above, stop in the first bucket that has an amount greater than the household income

4. At the top of that column, the % discount is displayed

MAYERS MEMORIAL HOSPITAL DISTRICT

REPAYMENT SCHEDULE

TOTAL PT LIABILITIES	MAX REPAYMENT TERM	MIN MONTHLY PAYMENT
$50.00 OR LESS	IN FULL	IN FULL
$ 51 - 100	2 months	$40
$ 101 - 300	3	$55
$ 301 - 600	6	$75
$ 601 - 1,000	9	$100
$ 1,001 - 3,000	12	$150
$ 3,001 - 6,000	15	$250
$ 6,000 AND OVER	18	$350

To determine repayment schedule parameters:

1. Determine which row applies to your "TOTAL PT LIABILITIES" amount by putting the amount in the appropriate range above.

2. Sliding to the right, the repayment of the discounted Total Patient Liabilities must be performed within the corresponding parameters.

3. In the event the patient does not agree with the parameters set forth above, the Patient Financial Counselor will use the formula for a "Reasonable Payment Plan" described in subdivision (i) of Section 127400 of the California Health and Safety Code, and iterated below:

   a. "Reasonable Payment Plan" means monthly payments shall not exceed 10 percent of the patient's family income for a month, excluding deductions for essential living expenses. "Essential living expenses" means, for purposes of this formula, expenses for any of the following: rent or house payment and maintenance, food and household supplies, utilities and telephone, clothing, medical and dental payments, insurance, school or child care, child or spousal support, transportation and auto expenses, including insurance, gas, and repairs, installment payments, laundry and cleaning, and other extraordinary expenses.

   b. In order to establish the monthly payment based on the "Reasonable Payment Plan," the patient shall provide an itemization and proof of essential living expenses and attach them to the Discount Payment/Charity Application.

MAYERS MEMORIAL HOSPITAL DISTRICT

2020 HHS POVERTY GUIDELINES

Persons in Family or Household	75% US Poverty Level
1	$ 9,570
2	$ 12,930
3	$ 16,290
4	$ 19,650
5	$ 23,010
6	$ 26,370
7	$ 29,730
8	$ 33,090
For each add'l person, add	$ 3,360

To determine charity eligibility according to income level:

1. Count the number of persons in your family/household
   a. For persons 18 years of age and older, include spouse, domestic partner and dependent children under 21 years of age, whether living at home or not
   b. For persons under 18 years of age, include parent, caretaker relatives and other children under 21 years of age of the parent or caretaker relative
2. Calculate the household income
3. On the row corresponding to the number of persons in your family/household above, compare your household income to the amount in the column labeled "75% US Poverty Level"
4. If your household income is less than 75% US Poverty Level amount, your income supports your eligibility for Charity Care.

Note: Pursuant to AB 774 Sect. 127405(2), Mayers Memorial Hospital has established eligibility levels for financial assistance and charity care at less than 350 percent of the federal poverty level as appropriate to maintain its financial and operational integrity. Mayers Memorial Hospital is a rural hospital as defined in Section 124840.

To determine charity eligibility according to total monetary assets:

1. Calculate your total monetary assets (referred to as "ASSETS" in the equation below)
   a. Assets included in retirement or deferred-compensation plans qualified under the Internal Revenue Code, or nonqualified deferred-compensation plans **shall not** be included
2. Insert total assets into the following equation:
   a. (ASSETS – 10,000)/2
3. If the remaining amount is less than $5,000, your total asset level supports your eligibility for Charity Care.

HHS POVERTY GUIDELINES – 75%
Attached to policy Charity Care Policy

MAYERS MEMORIAL HOSPITAL DISTRICT

POLICY AND PROCEDURE

HOURS REDUCTION

POLICY:

During times of low cash flow, the Chief Executive Officer (CEO) may put into effect the Hours Reduction policy. When activated, all employees will be required to reduce by 10% their hours worked.

PROCEDURE:

- All employees (Exempt, Non-Exempt, Manager, Contracted Staff ect.) will be required to participate. The only exceptions will be those identified by the CEO.

- Vacation or Sick Time will not be allowed as a substitute for reduced hours.

- All reduced hours will be tracked. Scheduled will be marked "H.R." to reflect hours reduced.

- The manager of each department will organize and schedule the hours reduced to ensure vital services are not impaired.

  o Managers are encouraged to be innovative in allowing for reduced hours worked.
  o Vital services involving patient care are not to be jeopardized.
  o Certain job categories will be exempted at the discretion of the CEO, if they are scarce or vital to patient care.
  o Use of registry personnel will be strictly scrutinized and restricted to direst situations. Managers are encouraged to enlist the help from employees to replace agency help whenever possible.
  o During times of low census or low workload, departments will send employees home early. To ensure a fair and equal method of sending employees home, department managers will establish a system in writing.
  o Employees and managers may not use overtime to cover reduced hours.

COMMITTEE APPROVALS:
        Chiefs: 9/16/2020

MAYERS MEMORIAL HOSPITAL DISTRICT

POLICY AND PROCEDURE

LACTATION ACCOMMODATION

POLICY:

Mayers Memorial Hospital District will provide lactation accommodations to employees who wish to express milk while at work.

PROCEDURE:

An employee needing lactation accommodation should make this request to their direct supervisor. Employees should contact the Human Resources department to coordinate the time and use of a room in order to accommodate all employees needing to use a lactation room. Access to private space with a lock will be provided in a designated location.

SB 142 requires employers to provide a private space (other than a restroom) for lactation that is near the employees work area, shielded from view, and free from intrusion. The space will:
- Be safe, clean and free of toxic or hazardous materials.
- Have electricity and a table or other surface to hold equipment.
- Have a place to sit.
- Have a refrigerator or other cooling device and a sink with running water in close proximity to the employee's workspace to store milk.

Employees needing this accommodation should make a request to their direct supervisor. Mayers Memorial Hospital will make reasonable effort to provide the employees with use of a room, other than a restroom, in order that the employee may express mild in private.

Employees wishing to express breast milk may do so during their regularly scheduled paid rest breaks. However, if a break time is required in addition to the paid rest periods, such time may be taken unpaid. The scheduling of the unpaid time must be mutually acceptable to both the employee and supervisor. Supervisors are encouraged to consider flexible schedules to accommodate employee's needs.

Mayers may deny accommodation to a nursing mother only if it operations would be seriously disrupted by providing such breaks.

The Human Resources department will ensure that employees are aware of these workplace accommodations prior to maternity leave.

Any questions regarding breaks, or available rooms should be direct to the Human Resource Department.

REFERENCES:

(SB-142 Employees: lactation accommodation. (2019-2020)

COMMITTEE APPROVALS:
Chiefs: 9/30/2020

MAYERS MEMORIAL HOSPITAL DISTRICT
POLICY & PROCEDURE
TEMPORARY PANDEMIC ATTENDANCE POLICY

POLICY:

It is the philosophy of Mayers Memorial Hospital District that each employee contributes on a daily basis to the success of our business and the quality of care we deliver. Therefore, our employees are expected to be on the job every scheduled working day unless there are reasonable circumstances which would prohibit attendance.

PROCEDURE:

A. Once the schedule is posted, all employees are expected to verify their shift assignment and to be in attendance as scheduled.

B. When circumstances prohibit attendance as scheduled employees and supervisors are placed in an awkward position of justification or evaluation. In order to avoid these roles the following guidelines will be strictly followed.

C. Unscheduled absence defined – an unscheduled absence is any absence initiated by an employee that was not scheduled at least two weeks in advance.

D. Multiple days of absence or reoccurrence of an illness resulting in an absence within five (5) days of return to work shall be counted as one (1) absence.

E. Bereavement and industrial injury/illness absence is excluded from this policy.

F. Personal illness for a serious health condition and/or illness of a child shall also be exempted from count as an unscheduled absence.

G. Three (3) unscheduled absences in rolling twelve months for personal reasons = Minimum standards of performance.

H. Four (4) (and each additional) unscheduled absences in rolling twelve months for a non-serious personal health reasons are deemed excessive

I. Employees shall be notified following the second unscheduled absence that they need to be aware of and in compliance with the attendance policy.

J. They shall be given a copy of this policy by their supervisor within one week of their return from the second absence.

K. Managers may accommodate employee's last minute requests for time off by means of a schedule change or award of census time. Such changes shall not count as an unscheduled absence.

SPECIAL CONSIDERATIONS:

In cases of personal illness, unless otherwise directed or unrealistic, employees are required to report in by phone each scheduled day off work. Clinical staff is required to call no later than 4 hours before the beginning of their scheduled shift so that a replacement can be found

> **As stated earlier, absence by employees with serious health conditions as defined by FMLA, CFRA or pregnancy leave laws, shall be exempt from the provisions of this policy provided they are participating in a leave of absence. Any employee with a health related absence of five or more days must be referred to human resources for information related to their rights to a leave of absence.**

COMMITTEE APPROVALS:
Chiefs: 9/2/2020
P&P: 10/8/2020

POLICY & PROCEDURE

TEMPORARY PANDEMIC STAFFING POLICY

Page 1 of 1

POLICY:

It is the policy of Mayers Memorial Hospital District (MMHD) that additional staffing options be known and available to the Skilled Nursing Facility (SNF) in times of pandemic response or other emergency. The options should address shortages, contingency and crisis capacity strategies, as well as, on-call back up strategies that use all available resources including: MMHD resources, temporary staffing agencies, traveling nursing contractors, and available administrative nurses and staff from other departments.

The Director of Nursing (DON) and the Assistant Director of Nursing (ADON for the SNF will be designated as responsible for conducting a daily assessment of staffing status and needs and will be charged with implementing back up plans as needs dictate.

PROCEDURE:

1. DON and ADON conduct both daily and as needed assessments of staffing status and needs related to COVID impact up the facility.

2. If a COVID-19 related need is found, the DON or ADON should activate the shadow schedule that has been prepared by nursing leadership in order to find Mayers staff to address the need.

3. If Mayers staff is unavailable to address the staffing need, or fails to address it fully, then the DON or ADON will contact the contracted staffing agencies that are affiliated with the District.

4. If the staffing agencies are unavailable to fulfill the need and all other contingencies have been exhausted, the DON or ADON should look to CDPH and the California Health Corps in order to fulfill any urgent staffing needs that may be had.

 COMMITTEE APPROVALS:
      Chiefs: 9/9/2020
      P&P: 10/8/2020

Executive Director of Community Relations & Business Development – Valerie Lakey
October 2020 Board Report

Legislation/Advocacy

AB2537 and **SB 275** were both signed by the Governor. This will pose some interesting challenges. I
have been appointed to the Workgroup led by CHA to assist in developing implementation guidance
for hospitals as advocacy with Cal OSHA, the enforcement agency is started. AB 2537 goes into
effect on January 1, 2021 and has two obligations for the first quarter.

- First, AB 2537 requires general acute care hospitals, on or before January 15, 2021, to be prepared
to report to the department, under penalty of perjury, its highest seven-day consecutive daily
average consumption of personal protective equipment during the 2019 calendar year, upon
request by the department. The first meeting of the workgroup clearly showed getting the 2019
data is going to be a challenge.

- Second, beginning April 1, 2021, a general acute care hospital is required to maintain a stockpile of
specified personal protective equipment in the amount equal to three months of normal
consumption.

  We will be meeting weekly and I will continue to provide updates. As a part of my role on this
  committee, I will be seeking input from other rural facilities.

AB890 – The Governor signed AB890. The bill will go into effect on January 1, 2023. There is a lot of
work to be done regarding details.

This bill would establish the Nurse Practitioner Advisory Committee to advise and give
recommendations to the board on matters relating to nurse practitioners. It would require the
committee to provide recommendations or guidance to the board when the board is considering
disciplinary action against a nurse practitioner. It requires the board, by regulation, to define minimum
standards for a nurse practitioner to transition to practice independently. The bill would authorize a
nurse practitioner who meets certain education, experience, and certification requirements to perform,
in certain settings or organizations, specified functions without standardized procedures, including
ordering, performing, and interpreting diagnostic procedures, certifying disability, and prescribing,
administering, dispensing, and furnishing controlled substances. The bill would also authorize a nurse
practitioner to perform those functions without standardized procedures outside of specified settings or
organizations in accordance with specified conditions and requirements if the nurse practitioner holds
an active certification issued by the board. The bill would require the board to issue that certification to

a nurse practitioner who meets additional specified education and experience requirements, and would authorize the board to charge a fee for the cost of issuing the certificate.

The bill would also require the board to request the department's Office of Professional Examination Services, or an equivalent organization, to perform an occupational analysis of nurse practitioners performing certain functions. The bill would require the occupational analysis to be completed by January 1, 2023. The bill would require the board to take specified measures to identify and assess competencies. The bill would require the board to identify and develop a supplemental examination for licensees if needed based on the assessment, as provided.

CHA's Legislative Strategy Group (LSG) has started meeting again. Our first topic is direction on seismic and the 2030 requirements. We will be discussing advocacy strategy and hot items at our next meeting.

I will be participating in a virtual legislative tour with ACHD and CSDA this fall highlighting our rural healthcare district.

Marketing/Public Relations/Recruiting
The Hospice webpage is should be complete by the end of the month. The Hospice staff is working through edits at this time.

We will be working on the hospital website redesign this fall.

We continue to work on a plan for messaging for the demolition of the old building.

We have been working with Respiratory to develop marketing materials for the department with some focus on PFT's. Materials are being put together to include services, and introductory letter, staff biographies and PFT specific materials. We will work with the department to visit clinics, forest service and other potential organizations who will need testing.

We have been promoting the Flu shots at the pharmacy regularly and had two banners made for the front of the property.

We completed our PRIME video that was required for the PRIME conference. The video was meant to be a fun look at what we have done with our 1.7 Obesity and Healthier Foods Initiative. Please watch for the video to be shared in your email and on Facebook.

My new direct report, the Wellness Coordinator, has been working at developing a great program for our staff. There has been a lot of positive response. She will be working on employee wellness projects as well as workplace violence, ergonomics, Injury & Illness Prevention Plan (IIPP) and more. We are already finding that we are filling her time with necessary projects as well as providing a peer-to-peer resource for encouragement, motivation, wellness support and more to our staff. She is tracking her work and has already had many meetings with staff on a variety of topics.

Be watching for some great projects to come. You can opt in to wellness texts by letting me know.

Disaster/Emergency Preparedness/Safety

The COVID Memo has been re-instated on a weekly basis and will be sent out more often if necessary. We continue to track all data and monitor issues and meet requirements. I complete the state COVID report 7 days a week. This is a required report.

The north state Emergency Preparedness Directors continues to plan a regional surge tabletop event which will be in November. We are working with Mercy to plan this event. We are working through COVID restrictions at this time.

Emergency Preparedness and Safety continues to be all about COVID and has taken a significant amount of time.

If you have any questions, I would be happy to address them.

Operations Report
October 2020

Statistics	September YTD FY21 *(current)*	September YTD FY20 *(prior)*	September Budget YTD FY21
Surgeries (*including C-sections*)	11	11	24
➤Inpatient	0	2	6
➤Outpatient	11	9	18
Procedures *(surgery suite)*	157	135	192
Inpatient	355	376	507
Emergency Room	1006	1175	1005
Skilled Nursing Days	7466	6925	6935
OP Visits (OP/Lab/X-ray)	3674	3852	4156
Hospice Patient Days	133	325	351
PT	700	702	750

Chief Clinical Officer Report
Prepared by: Keith Earnest, CCO

Physical Therapy

- Mayers PT department will be precepting a Physical Therapy Assistant student from Institute of Technology in Redding starting in February.
- Daryl Schnieder, PT, department manager, is working with DME companies that serve our area to reduce discharge delays due to limitations in DME delivery.
- PT numbers have been down and staff is in demand at NS2 so Laura Sanders has been floating to NS2.

Pharmacy

- A window has been installed in the pharmacy door for security.
- The availability of specialty garb especially gowns for Sterile Compounding continues to be a struggle due to COVID forcing a move to immediate use sterile compounding.
- Flu shot administration in skilled nursing is almost complete and will be finished by the end of October.
- Flu shot administration for staff is also nearing completion.

Retail Pharmacy

- Flu Shots will be available Tuesdays and Thursdays from noon to 4pm in October.
- A printer and scanner has been added to a work station to increase efficiency.
- September had record volume of 2000 fills and October is on track to be similar.

Telemedicine

- The quarterly and annual financial reports for the HRSA Take 4 Counseling Grant have been submitted on time. Sheba and Amanda are currently working on a carryover request to carryover unused funds from Year 1 to Year 2. These funds would be used for further promotion of the program, informational materials to send home to families, staff counseling hours and possibly family counseling hours.
- Counseling hours are now up and running at all six school sites throughout the school district.
- The last two months (Aug and Sept) are tied for most outpatient Telemed visits in one month (43).

Respiratory Therapy

- David Farrer, RT, has ordered a portable printer that works with the spirometry machine. At health fairs or other events, patient's lung function can be screened and a printout given to the patient. Patients with an abnormal screening can take the printout to their doctor for follow-up, which may include a full pulmonary function test.
- Mayers submitted a request to the Federal Office of Rural Health Policy (FORHP) for ventilators that would replace the ones we current rent. FORHP is looking to obtaining portable and/or fixed ventilators at no cost to CAH hospitals.
- A big thank you to staff who have volunteered to have pulmonary function testes during training activities.

Cardiac Rehab

- Due to Shasta County moving to purple status, the cardiac rehab gym is closed to staff. As part of Dana Hauge's new role, one on one wellness consultation is available to employees.
- Cardiac rehab will remain open to maintenance patients with doctor's orders but at reduced capacity. Masking and social distancing is strictly enforced.
- Overall numbers are down due to patients choosing to socially isolate.

Chief Nursing Officer Report
Prepared by: Candy Vculek, CNO

- COVID-19 has become more prevalent in the intermountain region and is having a negative impact on MMHD in several ways.
- One employee tested positive and a number of employees are being impacted by positive family members. This results in staffing difficulties as the number of quarantined individuals rises. The MMHD infection preventionist is working intimately with county health officials to assure the most positive outcomes for our residents and staff. Weekly employee testing continues to be in place. All residents are being COVID tested weekly according to CMS protocols due to the positive employee. This will continue until MMHD achieves two complete cycles of testing with no positive employees or residents.
- There is a shortage of supplies for the COVID-19 rapid analyzer. MMHD has develop protocols for when the rapid test will be used vs when a test will be sent out for a 48-hour turn around test.

Operations Report

- The first Burney based C.N.A class graduated and all four of the students have passed their boards. They join our team on November 9th. The second class is underway and has four students. This class will graduate in December. HR is working closely with Shasta College in an attempt to streamline the program admission process so that more potential students can be enrolled.
- Work continues towards the opening of the Burney Clinic. Several workgroups have been formed
- There has been a change in leadership for the Laboratory and there is currently an interim manager in place. He is considering the full time position.

SNF Report

- Census = 81 Residents (Burney Annex = 46; Station 2 Fall River Mills = 35); two male and two female beds are open at the Annex. Two female beds are open at Station 2, FRM. The SNF is expecting two female admissions early next week.
- October is the month MMHD was audited last year so staff is fully in 'Survey Preparation Mode'. Some of the preparation include the development of standard work that has being implemented that assures completion of all charting prior to the staff being released to go home at the end of their shift. In addition, the entire auditing process is moving to an electronic process rather than manually tracking on paper.
- The Activities Department has had a 'Pumpkin Patch' Festivity for the Residents at Station 2, and Burney Annex out in the Parking Lot. Lots of Fun! This leads to Pumpkin Carving Contests which will occur later in the month

Acute Care Report

- Aug: Acute ADC 1.26, Swing ADC 2.81; LOS 14.5, OBS days: 6.76.
- 1-CNA out on Medical leave of absence, 1-CNA out on maternity leave.
- 1-RN out on Medical leave of absence.
- Establishing new position of Unit Tech Assistant with the agreement that the new hire will complete CNA course within 6-months of hire.

Emergency Department

- The Emergency Department treated 309 patients in the month of September.
- Staffing – Increasing to two travelers as one of the per diem nurses who has been working full time has a couple of months of limited availability. Our current traveler is considering a permanent position with us
- COVID Operations update – The lab now has the ability to provide for rapid testing (15min). The supply chain for test kits is still an unknown. The ability to perform rapid tests does change our overall intended operation. Use of the negative isolation room with rapid testing should eliminate need for the COVID trailer. Plans are moving in that direction and as soon as additional rapid tests are secured can be solidified
- The new ED is working exceedingly well. Staff and physicians are VERY happy with the facility and equipment. We still have an IT issue with importing vital signs directly into the EHR but efforts are continuing to solve that problem

Operations Report

Laboratory

- Microbiology – Installation of the hood and equipment is slated to take place over the next couple of weeks. CDPH provided permission to continue current micro operations in old building while new equipment is installed and configured so as not to interfere with operations of either
- New wing – Staff are happy with the new environment and equipment. One thing that has been noted is that it is much noisier in the new lab. We are going to evaluate some noise cancelling paneling that can be attached to the wall behind the chemistry analyzer to see if this helps
- PCC interface with Lab continues to be very slow. The company we are working with has been poor in responding. MMHD has to obtain information for the buildout that is laborious. This information is a specific code for every test (there are hundreds of tests). The lab manager is working to see if these codes can be obtained from LabCorp, which would greatly speed the process. We will likely have to assign a phlebotomist to work on manually obtaining codes during downtime for the rest
- COVID testing for LTC/staff has created a 4-fold increase in workload for the lab, which is stretching resources significantly.

Radiology Board Report

- Staffing: Job offer for sonographer was accepted and she has started
- PCC interface for Radiology is progressing. Current interface build project timeline was targeted for end of August completion. The build is done and IT is still working on getting reports to come through. Anticipate completion in the near future.

<u>*Chief Operating Officer Report*</u>
Prepared by: Ryan Harris, COO

Facilities, Engineering, Other Construction Projects

- The Mayers Burney Rural Health Clinic continues to make good progress with the project over 50% complete as of 10/20/2020. All underground, asphalt, site work, site concrete, demolition, structural concrete, under slab utilities, rough carpentry, and structural steel are 100% complete. All Roofing, plumbing, and fire suppression are nearing completion. Work starting this month includes the buildings stone, storefront, drywall, fire riser room, tree removal, and new fire service. The General Contractor has submitted pay applications through September 30th 2020 in the amount of $1,178,480.93 with $58,924.05 in retainage and change orders in the amount of $139,679.50. The projects balance to completion is $1,053,122,62. The project is scheduled to be completed on 2/12/2021 and at this time there are no pending delays that will push the project out past that date.
- The Demo project is moving along. Our back check 2 response will be submitted to OSHPD soon. During the Back check 1 review OSHPD called out that our dictation room was originally permitted as a medication room and there had been no change of use done converting the space to be a dictation room. The options presented to us were to make the room bigger to make it code compliant or to remove it. Nursing leadership and our providers decided to remove the dictation room from the space. The milestones that we must meet are as follows: Completion of the new hospital wing by 9/25/20 (completed), start partial demolition of the existing hospital by 4/15/21, completion of the demolition project by 12/15/21. This project is still on schedule. An RFB will be sent out upon approval of the contract documents by OSHPD.

Operations Report

- The Acute nurse call project started as planned on October 19th.
- SNF Refresh project will include the updating of all sinks to be ADA compliant. This project has also been put on hold because of the facility's COVID-19 restrictions. No changes to this project.
- Construction of the helistop started on 10/22/20. We expect this project to take 2-3 weeks to complete.
- Facilities and engineering crews have been working closely with nursing leadership to ensure that our facilities can meet the demands of COVID-19 including rooms for a patient surge, isolation rooms, negative air pressure, monitoring, and HEPA filtration. To date, these measures are working appropriately.
- Drawings for the laundry facility have been submitted to the county and are awaiting approval.
- The church was granted a change of use for the Daycare project. Alex met with the Church members and plans have begun. There is a list of the conditions that are required by the county and the Church will be hiring an engineering firm to complete the review of the building. More than likely ADA upgrades will need to be done. No update on this project as of 10/22/2020.
- Louis and I have been discussing how to best approach the HVAC project. Within the facilities master plan, we are working on, we are addressing our HVAC issues at the time we are upgrading that part of our facility.

IT

- For the Helpdesk, September returned another large workload, similar to July, but with a much lower urgent ticket volume. We continue to slowly fall behind on the number of ticket being resolved vs the number coming in, putting our backlog at an astounding 65. We plan to have another team member start in early November to help with the current workload and to prepare for the shifting of resources that will come with the Burney clinic.
- For Projects, we currently have a total of 11 active projects. The EMR selection for the clinic is going well and should be coming to a close soon, however, we have identified some unexpected costs for Ethernet wiring and upgrading of telephony infrastructure in Burney to make it all go smoothly. We continue to refine our backup processes in preparation for implementing our off-site copies. We also completed a Third-Party security assessment this month, which we plan to continue in May of each year. The results were very fruitful and we have identified 12 findings that we believe can be resolved before May of 2021. Our interface projects with vRad, PCC, and MVHC continue to progress, albeit slower than we would like. We continue to convert Windows 7 machines to Thin Clients as part of our Citrix project, and are still on track to finish that in January 2021.

Purchasing

- Purchasing is now down to 2 FTE's with changes in leadership in the department. I am currently the acting manager of the department and am looking to hire a new manager and stock/receiving clerk.
- Jessica continues diligently in getting us daily inventory counts of PPE and other high demand items. They input this data into a burn rate calculator that the CDC provided. This shows us based on our usage of how many days' supply we have and which items we should be focusing on procuring. This has been a great tool for us to identify and prioritize PPE we are getting low on. There are still items such as N95's, procedural masks, gloves, and toilet paper that are difficult to procure.

- Purchasing has done a wonderful job of ensuring we do not run out of PPE and I am pleased to announce that we have not run out of any PPE to date. With that said finding N95's that our staff has been fit tested for has shown to be increasingly difficult.
- We have started to use fresh service a ticketing system that IT uses for tickets for purchase requisitions. The module of the software is in development with fresh service and they have allowed us to test it. IT is currently using it to order all of their supplies through purchasing.

Food & Nutrition Services

- Maintenance of the kitchen continues to be a struggle. We still are having difficulties with the aging kitchen infrastructure including, the dishwasher, water heater, evaporative cooler, and both the walk-in refrigerator and freezer. I have identified this area of the hospital as a pressing need for a remodel or a new build.
- Two new employees have been hired on with offers out for two more. Always looking to fill positions.
- Still adjusting to the online ordering process. Started to think about how pick up will go when the weather gets bad.
- Menu changes were made and we had great success.
- New LEAN processes are still a work in progress and so far have all be positive.

Environmental Services & Laundry

- No updates to provide since September's Board Report.

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Operations District-Wide
Prepared by: Louis Ward, CEO

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COVID – 19

At the time of this report Shasta County has reported 1839 positive COVID-19 cases. To provide some prospective on the recent sharp increase in cases, at the time of my last report there were 751 cases. The good news, hospitalization rates remain low with only 8 hospitalized patients in Shasta County at the time of this report. The intermountain area has not been spared throughout this recent increase in cases, locally we have also observed increased positive cases.

MMHD has increased its testing capabilities over the past few months, we are now in a position we can offer 15 minute COVID tests to symptomatic Tier 1 patients when resources are available. We are also testing all ER transfer patients and Acute admissions with a 1-hour test option. We have continued to be a resource for the community by collecting samples and sending those samples out to LabCorp or Shasta County Public Health for a 2-day turn around on results. At the time of this report we are testing on average 80 patients a day.

SNF Visitation

I reported at the September meeting staff was working with the California Department of Public Health and the County to safely reopen the skilled nursing facilities to family visitation. A plan was developed

Operations Report

and communicated with staff, families were notified and scheduled, and at the last minute the County restricted us from moving ahead with the family visits. This was very distressing for staff and families however in our conversations most felt it was appropriate for now based on the increased COVID numbers. The good news is we have developed all of the plans at this point so when the county lifts the restrictions we will immediately implement a SNF visitation schedule.

Flu Shots

Throughout the month of October, we have been administering flu shots to all of our employees and residents, as well as a brand new offering to the community through our retail pharmacy. We are currently providing opportunity to our community members to receive a flu shot on Tuesdays and Thursdays from 12-4. We have seen a great turnout throughout the month. I appreciate all of the work that has went into this project, namely Keith Earnest, Val Lakey, Heidi Fletcher, and the entire retail pharmacy staff.